

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Special Meeting: October 8, 2019

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS: Judith Bacal, Historical Commission

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

1. Discussion regarding litigation titled, City of Norwalk and City of Norwalk Redevelopment Agency vs. ILSR Owners, LLC and Wall St Opportunity Fund, LLC, which is currently pending in the Stamford-Norwalk Judicial District at Stamford.

EXECUTIVE SESSION

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Authorization for discussion: Frank Salazar v. City of Norwalk **EXECUTIVE SESSION**
2. Authorization to Settle Claim: Judy Hartog v. City of Norwalk, FST-CV-16-6028529-S **EXECUTIVE SESSION**

VII. COMMON COUNCIL COMMITTEES

A. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

- 1a. Authorize the Purchasing agent, Sharon Connors, to execute a purchase order on behalf of the Police Department to First Priority Group (FPG) for the purchase of an Emergency Services Command vehicle, as per Sole source procurement request, for an amount not to exceed \$129,500.00. Account # 0917301 5777 and 030000 2660.
- 1b. Authorize the Police Chief, Thomas Kulhawik, to execute change order(s) to the above contract not to exceed \$6,500.00. Account # 0917301 5777 and 030000 2660.
- 2a. Authorize the Purchase Agent, Sharon Connors, to execute a purchase order on behalf of the Police Department to Superior K-9 Services for the purchase and training of two Police dogs for an amount not to exceed \$31,500.00. Account # 030000 2664.
- 2b. Authorize the Police Chief, Thomas Kulhawik, to execute change order(s) on to the above purchase not to exceed, \$1,750.00. Account # 030000 2664.
3. Authorize the Mayor, Harry W. Rilling, to execute a Memorandum of Understanding (MOU) between Federal Correctional Institute – Danbury, CT, Federal Bureau of Prisons, United States Department of Justice and the Norwalk Police Department, Norwalk, CT for the purpose of permitting the Norwalk Police Department to use the firing ranges, training building and parking area for training purposes, in accordance with the terms and conditions of the MOU.
4. Authorize the Mayor Harry W. Rilling, upon recommendation and advice by the City of Norwalk Corporation Counsel and/or Assistant Corporation Counsel, to enter into no charge agreements for use and access of private property located in the City of Norwalk for police training purposes through the third Tuesday of November 2021. See enclosed Memorandum of Thomas Kulhawik dated September 4, 2019.
- 5a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from Ledge Light Health District in the amount of \$63,288 for the period beginning July 1, 2019 through June 30, 2020 for public health emergency preparedness.
- 5b. Authorize the Mayor, Harry W. Rilling, to execute and any and all agreements, documents, instruments or amendments as may be necessary to implement the public health emergency preparedness grant for the period beginning July 1, 2019 through June 30, 2020.

B. PERSONNEL COMMITTEE

1. Approval of and Vote on Rate of Pay Change for Town Clerk.

C. PLANNING COMMITTEE

Certified Resolution of the Norwalk Common Council
2019-2029 Plan of Conservation & Development (Citywide Plan)

WHEREAS, the **Common Council** of the **City of Norwalk** met on **September 24, 2019** and unanimously adopted the **Norwalk Citywide Plan: 2019-2029, Plan of Conservation and Development, with modifications.**

WHEREAS, additional modifications were submitted by the Harbor Management Commission that were not reviewed by the **Common Council**.

WHEREAS, the additional modifications were also submitted to CT DEEP for review and CT DEEP determined that the proposed modifications were acceptable for inclusion in Chapter 9.

WHEREAS, Planning and Zoning staff also reviewed the proposed modifications and also determined that they were acceptable and recommends their inclusion in the Plan.

WHEREAS, the **Common Council** of the **City of Norwalk** met on **October 8, 2019** and adopted the following resolution by the vote of _____ to _____:

- (1) THEREFORE, BE IT RESOLVED, that the **Common Council** of the City of Norwalk recommends adoption of the **modified Chapter 9** for inclusion in the **Norwalk Citywide Plan: 2019-2029, Plan of Conservation and Development.**
- (2) BE IT FURTHER RESOLVED, that the Common Council authorizes **Mayor Harry Rilling** to sign the **Norwalk Citywide Plan: 2019-2029, Plan of Conservation and Development**, after:
 - a. the Planning Commission has incorporated the modifications approved by the **Common Council** on **September 24, 2019** and the modified Chapter 9; and
 - b. the Planning Commission has approved the plan.
- (3) **Be it further resolved** that the **Norwalk Citywide Plan: 2019-2029, Plan of Conservation and Development**, be effective upon the signature of the Mayor.

D. FINANCE COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: October 10, 2019.
2. For informational purposes only: Narrative on Tax Collections dated October 10, 2019.
3. For informational purposes only: Monthly Tax Collector's Report Dated: September 2019.

4. Authorize the Mayor, Harry W. Rilling, to execute an agreement, with ACI Worldwide/Official Payments Corporation ("OPAY"), for the purpose of OPAY supplying electronic bill pay services for the Town Clerk New Vision system, in accordance with the terms and conditions set forth in the agreement.

E. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and the owner of the property identified as #8 Margaret Street, Norwalk, CT. 06851 (AGUDOW SERGE A), to establish a Right of Entry, for the purpose of replacing the storm pipe, underneath their driveway, for liability and maintenance purposes, subject to Section 8-24 of the State Statutes, if required.
2. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Woodard & Curran Agreement dated August 12, 2019 to provide on-call professional engineering services for the Storm Drainage System Evaluation in accordance with scope of services included qualifications proposal dated September 27, 2019 (copy of included) for a sum not to exceed \$250,000.00.

Account No. 09 19 4027 5777 C0425

3. Authorize the Purchasing Agent to issue a Sole Source Purchase Order to Cargill Salt, Road Safety for Treated Road Salt for Snow and Ice Control, pricing not to exceed \$85.00 per ton for normal and after-hour deliveries effective for the 2019-20 winter season.

Account No. 01 40 25 5322

4. Authorize the Chief of Operations and Public Works, Anthony Carr, to add Orders on Contract, to the Project PM 2019-2 PERMANENT ROADWAY REPAIRS AND SURFACE RESTORATION, for an amount not to exceed \$35,000, for the purpose of installing Flexi-Pave around approximately 52 trees, in the Raymond and Day Street area.

Account No. 09 17 0910 5777 C0560
09 17 0910 579G C0560
09 17 0910 579F C0560

5. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the contract between the City of Norwalk and Tighe & Bond, for Construction Inspection Services, which increases the value of the contract, by an amount, not to exceed \$434,000.

Account No. 010000-2365
030000-2602
091540275777C0440
091740275777C0440
091840275777C0440
091940275777C0425

F. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Rallye for Pancreatic Cancer for the use of Calf Pasture Beach for their Car Show/Community Event to be held Sunday, May 17, 2020 from 10:00 AM – 5:00 PM. Set up to begin at 7:00 AM with tear down no later than 6:00 PM on Sunday, May 17, 2020. Estimated attendance 500
- 1b. Approve the use of the Show Mobile by the Rallye for Pancreatic Cancer for their Car Show/Community Event to be held Sunday, May 17, 2020 from 10:00 AM – 5:00 PM.
2. Authorize the Mayor, Harry W. Rilling to enter into an agreement with the Pontian Society of Norwalk for the installation of their Memorial Monument at Freese Park. Agreement to be executed by Corporation Council.
3. RESCIND Item No. VII.A.1a on the Common Council agenda of September 24, 2019, which reads as follows:
 - 1a. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with A.V. Tuchy, Inc. for Project #3948 Window and Door Replacement at Ripka's Beach Café – Calf Pasture Beach not to exceed \$104,940.00. Account #'s 0920-6030-5777-C0365 (\$95,000) and 0918-6030-5777-C0365 (\$9,940).

NEW ACTION AUTHORIZATION REQUEST:

Authorize the Mayor, Harry W. Rilling, to enter into an agreement with A.V. Tuchy, Inc. for Project #3948 Window and Door Replacement at Ripka's Beach Café – Calf Pasture Beach not to exceed \$108,160.00. Account #'s 0920-6030-5777-C0365 (\$95,000.00) and 0918-6030-5777-C0365 (13,160.00).

G. ORDINANCE COMMITTEE

1. Approve proposed revision to Chapter 20, Bike Walk/Advisory Commission
 - § 20-1(B) – Composition; appointment; terms; vacancies; compensation
2. Approve new section to Chapter 26, Building Code
 - § 26-6(B) – Fees
- 3a. Approve revision to Chapter 21, Billboards and Signs
 - § 21-2(A) – Permit obtained from Building Inspector
- 3b. Approve new section to Chapter 21, Billboards and Signs
 - § 21-2(B) – Permit obtained from Building Inspector

4. Approve revisions to Chapter 95, Streets and Sidewalks
 - § 95-1 – Definitions
 - § 95-5 – Littering prohibited
 - § 95-7 – Grass and weeds
 - § 95-10 – Snow and ice removal from sidewalks and driveways
- 5a. Approve revision to Chapter 95A, Illegal Dumping
 - § 95A-3(A) – Littering and illegal dumping prohibited
- 5b. Approve new section to Chapter 95A, Illegal Dumping
 - § 95A-3(B) – Littering and illegal dumping prohibited

H. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into an Agreement with Tighe & Bond, Inc. for environmental engineering services for the Maritime Aquarium Functional Replacement Project to include soil monitoring services (not to exceed \$98,000) and hazardous building material abatement monitoring services (not to exceed \$20,000) for a total not to exceed \$118,000. Funds are available in the Maritime Aquarium Functional Replacement Project. Acct. #0919 4031 5799 C0635"
2. Authorize the Purchasing Agent to issue Purchase Order(s) with Connecticut Materials Testing Labs, Inc. for the Maritime Aquarium Functional Replacement Project for a total not to exceed \$125,270.00. Funds are available in Maritime Aquarium Functional Replacement Acct. #09194031 5799 C0635
3. Authorized the Mayor, Harry W. Rilling, to execute an Amendment to Construction Solutions Group, LLC's contract for Program Management Services for school construction projects to allocate Jefferson School services to the Jefferson School capital budget account for a total not to exceed \$418,553.00 Acct. #09205010 5777 C0619
- 4a. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the agreement with Newfield Construction, Inc. as the Construction Manager (CM) for the Norwalk High School wood paneling and wood door replacement project, to accept the Guaranteed Maximum Price (GMP) in the amount of \$1,609,335.00. Funds are available in Acct. #0918/195010 5777 C0610.
- 4b. Authorize the NFCC to issue Change Orders on contract for a total not to exceed \$160,933.00.

5a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Alden Bailey Restoration Corporation for the Lockwood Mathews Mansion Museum veranda roof restoration project for a total not to exceed \$209,880.00 Acct #0918/19/206310 5777 C0092

5b. Authorize the Historical Commission to issue change orders on contract for a total not to exceed \$20,988.00.

6. Authorized the Mayor, Harry W. Rilling to execute a negative pledge and restrictive land covenant on Lockwood-Mathews Mansion, and the land upon which it sits, in favor of the State of Connecticut, as required under the terms of the \$5,000,000 Financial Assistance Grant by the State of Connecticut to the Lockwood Mathews Mansion Museum of Norwalk, Inc.

X. **MOTIONS POSTPONED TO A SPECIFIC DATE**

X. **SUSPENSION OF RULES**

XI. **ADJOURNMENT**

APPOINTMENTS

HISTORICAL COMMISSION

M/C

Nwtk. Code 57A

JUDITH BACAL (D)
1 Baxter Drive
Norwalk, CT 06854

Term Expires 12/31/2021

SPECIAL MEETING

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

Mayor Rilling called the meeting to order at 5:30 p.m. and led the Assembly in reciting the Pledge of Allegiance.

Ms. King read the notice stating that the meeting was being audio recorded and videotaped with subtitles for public broadcast. She asked everyone to speak clearly, one at a time, into the microphone and said that assisted listening devices were available.

I. ROLL CALL

Ms. King called the Roll. The following Common Council members were present:

Council at Large:	Mr. Gregory Burnett Mr. Colin Hosten	Ms. Barbara Smyth
District A:	Ms. Eloisa Melendez	
District B:	Ms. Darlene Young	
District C:	Mr. John Kydes	Ms. Beth Siegelbaum
District D:	Douglas Hempstead	George Tsiranides
District E:	Mr. John Igneri	Mr. Thomas Livingston

At Roll Call, eleven (11) Common Council members were present and four (4) were absent (Mr. Corsello, Mr. Dumas, Mr. Sacchinelli and Mr. Yerinides)

Also present were Mayor Harry Rilling, Corporation Counsel, Mario Coppola and City Clerk, Donna King.

II. ACCEPTANCE OF MINUTES

Regular Meeting: September 24, 2019

The following corrections were made to the minutes:

Page 2: Council President should read -- Mr. Livingston wished Ms. Siegelbaum and Mr. Burnett a happy birthday.

Page 10: add -- motion passed unanimously

**** MR. IGNERI MOVED TO ACCEPT THE MINUTES AS CORRECTED
** MOTION PASSED UNANIMOUSLY**

III. PUBLIC PARTICIPATION

No members of the public spoke this evening.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

There were no resignations or appointments announced this evening.

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR'S REMARKS:

Mayor Rilling explained that this evening's special meeting was being held earlier in observance of Yom Kippur. He offered a wish to the Jewish Community of "May you be sealed in the Book of Life."

The SoNo Collection is scheduled to open on October 11, 2019.

The Cavalcade of Bands will be held on October 12, 2019 at Norwalk High School. Norwalk's Columbus Day Parade will be held on October 13, 2019. City Hall will be closed Columbus Day, October 14, 2019. Trash and Recycling that week will be following the regular pickup schedule.

The Center for Contemporary Printmaking, will hold their annual fundraiser, the Monothon Auction & Party, on November 9, 2019.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Mr. Livingston did not have any comments this evening.

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. LAND USE AND BUILDING MANAGEMENT COMMITTEE

**** MR. LIVINGSTON MOVED TO APPROVE THE FOLLOWING ITEMS:**

1A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A GMP AMENDMENT TO AP/O&G'S CONSTRUCTION MANAGEMENT AGREEMENT FOR THE NORWALK MARITIME AQUARIUM FUNCTIONAL REPLACEMENT PROJECT FOR A TOTAL NOT TO EXCEED \$28,461,477.00. FUNDS ARE AVAILABLE IN THE MARITIME AQUARIUM FUNCTIONAL REPLACEMENT PROJECT ACCT. #09194031 5799 C0635

1B. APPROVE A CONSTRUCTION CONTINGENCY IN THE AMOUNT OF \$1,400,000 AND AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON CONTRACT.

Mr. Livingston explained that these items represent trade contractor bids for the new theater and seal pool. The funding is coming from the State and not from the City.

Mayor Rilling thanked Mr. Lo for his due diligence and added that he appreciates his expertise.

**** MOTION PASSED UNANIMOUSLY**

B. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

** MR. KYDES MOVED TO APPROVE THE FOLLOWING ITEM:

I. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH MARCHING BEARS INC. FOR THE USE OF NORWALK HIGH SCHOOL TESTA FIELD FOR THE CAVALCADE OF BANDS TO BE HELD SATURDAY, OCTOBER 12, 2019 FROM 4:00 PM – 9:00 PM. SET UP TO BEGIN AT 9:00 AM WITH TEARDOWN NO LATER THAN 9:00 PM ON SATURDAY, OCTOBER 12, 2019. ESTIMATED ATTENDANCE 1,000+.

Mr. Kydes spoke in support of the item. Ms. Smyth also spoke in support. Mr. Burnett asked when they were going to change their title to “National Champion Marching Bears”.

Mayor Rilling congratulated the Marching Bears and said the bands from both high schools are very dedicated and everything is done on a shoestring. They give Norwalk national recognition.

** MOTION PASSED UNANIMOUSLY

X. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

** MR. HEMPSTEAD MOVED TO ADJOURN

** MOTION PASSED UNANIMOUSLY

There was no further business and the meeting was unanimously adjourned at 5:42 p.m.

ATTEST: _____
Donna King, City Clerk



JUDITH BACAL

Design & Creative Project Management
judithmbacal@gmail.com • judith.bacal@squarespace.com • 203-984-0055

one Baxter Dr. 06854

Creative thinking, design, problem solving, and project management

Utilizing 30+ years of creative leadership, design and big-picture perspective involving planning, design and content development, storytelling, and implementation of exhibits, environments and experiences in collaboration with a variety of stakeholders.

EXPERIENCE

Design Consultant, Project Management & Design

2015 to present

Develop strategies; provide recommendations and execution of projects including exhibits, tours, and programs and graphics for history, arts & cultural organizations.

- Completion of two mobile audio guides with (120 points of interest) including the content development, writing, images research, photography, script writing and audio recordings.
- Design of program of maps and environmental graphics for 30-miles of walking trails (environmental organization) and other exterior graphics
- Exhibit design and development of history exhibits
- Product photography in coordination with e-store to style, shoot, edits and manage images
- Producer of ongoing public storytelling program (3Birds Productions)

Director of Exhibits, The Maritime Aquarium

1999-2015

Anchor Institution in Fairfield County CT – with over 350,000 annual visitors

- Managed budgets ranging from \$20,000- \$500,000
- Led design, development and implementation of permanent and yearly changing exhibits
- Supervised teams from 5-15 internal staff/consultants and contractors
- Developed institutional strategies as part of senior management team including animal care, marketing, visitor experience, education and development
- Insure best visitor experience through environmental design and wayfinding

Program Instructor, Afterschool Program, The Maritime Aquarium

- Led diorama building project for award-winning high school STEAM program, in collaboration with Education Department

Assistant Curator/Coordinator of Exhibits, The Shedd Aquarium Chicago 1988-1998

Leaders in the field in exhibits, education and conservation- hosting 2M guests yearly

- Design team for Oceanarium (1991) first major expansion since 1930. \$47m replication of the Pacific Northwest with marine mammals, dolphins, beluga whales, sea otters and penguins.
- Won best AZA exhibit of the year.
- Habitat design, interpretive planning, visitor experience, wayfinding, art direction, construction and fabrication
- Led design and implementation of award winning, yearly changing 2500 square foot exhibition including habitat design, interpretive development and immersive mission-driven experiences.

Adjunct Professor, University of Illinois College of Art & Design 1993-1995

• Developed undergraduate curriculum for exhibit design studio and designed colloquium around concept of creativity and design thinking.

SPECIAL PROJECTS

Producer, 3 Birds Productions Storytelling

July 2017 – ongoing

Co-creator of a community building storytelling event for local residents; 8 events, with over 400 diverse attendees and 70 storytellers. Participants are invited to tell a 5-minute personal story based on a theme.

Co-Chair, Friends of Fodor Farm

July 2018-present

Facilitation of volunteer community farmers engaged in and educating the community in healthy eating, fresh food, sustainable farming and environmental stewardship through a variety of activities to activate the farm and give back to the community.

EDUCATION

BS Industrial Design College of Design NC State University / University of the Arts, Philadelphia

Certification MIT Approach to Design Thinking 2016

Adobe Suite Digital Design Certification Pace, NYC 2014

AZA Management School 1995

PERSONAL, VOLUNTEER

Food Rescue US (ongoing)

Food runner for innovative nonprofit using technology to reduce food waste and support food pantries/soup kitchens

International Coastal Cleanup (ongoing)

Participated in the collection and documentation of coastal litter to fight ocean trash

Kayak for A Cause, Paddler 2005 – 2012

Kayaked across Long Island Sound 12.5 miles from Norwalk, CT to raise money for local and national environmental related non-profits

Project Return, Volunteer & Bird House Donor (10 years)

Contributed original Birdhouses to yearly fundraiser for this group home for teenage girls in crisis founded in 1986

VII, A

Norwalk Police Department Administration

Memo

To: Common Council Members

From: Deputy Chief Susan Zecca

Date: September 4, 2019

Re: Purchase Authorizations

The Police Department previously received approval in the Capitol budget for a Command Vehicle. The project was put out to bid and then re-bid under project #3933. We did not receive any responses to the bid request. We are requesting a sole source purchase of this specialized vehicle from First Priority Group. A copy of Sole Source request and price quote are attached for your review.

The Police Department currently has two Police dogs that are nine years old that we need to replace due to age. We have secured three quotes for the dogs. Superior K-9 Services is the preferred vendor for the dogs as they currently provide monthly in-service training sessions at no cost. Superior K-9 Services is a local vendor and has a history of providing quality dogs and training to the Norwalk Police Department. The purchase will be funded out of the K-9 unit donation account. A copy of the three quotes and explanation are attached.

The Police Department is seeking to use the firing range at the Federal Correctional Institute in Danbury, CT for training purposes. Assistant Corporation Council, Christie Jean reviewed the attached Memorandum of Understanding (MOU) for use of such facilities.

The Police Department is also seeking authorization to use private property facilities for training. Chief Kulhawik's attached memo explains this request in detail.

We are requesting the following authorizations:

- 1a. Authorize the Purchasing agent, Sharon Connors, to execute a purchase order on behalf of the Police Department to First Priority Group (FPG) for the purchase of an Emergency Services Command vehicle, as per Sole source procurement request, for an amount not to exceed \$129,500.00. Account # 0917301 5777 and 030000 2660.
- 1b. Authorize the Police Chief, Thomas Kulhawik to execute change order(s) to the above contract \$6,500.00. Account # 0917301 5777 and 030000 2660.

- 2a. Authorize the Purchase Agent, Sharon Connors, to execute a purchase order on behalf of the Police Department to Superior K-9 Services for the purchase and training of two Police dogs for an amount not to exceed \$31,500.00. Account # 030000 2664.
- 2b. Authorize the Police Chief, Thomas Kulhawik to execute change order(s) on to the above purchase not to exceed, \$1,750.00. Account # 030000 2664.
3. Authorize the Mayor, Harry W. Rilling, to execute a Memorandum of Understanding (MOU) between Federal Correctional Institute – Danbury, CT, Federal Bureau of Prisons, United States Department of Justice and the Norwalk Police Department, Norwalk, CT for the purpose of permitting the Norwalk Police Department to use the firing ranges, training building and parking area for training purposes, in accordance with the terms and conditions of the MOU.
4. Authorize the Mayor Harry W. Rilling, upon recommendation and advice by the City of Norwalk Corporation Counsel and/or Assistant Corporation Counsel, to enter into no charge agreements for use and access of private property located in the City of Norwalk for police training purposes through the third Tuesday of November 2021. See enclosed Memorandum of Thomas Kulhawik dated September 4, 2019.

SOLE SOURCE PROCUREMENT REQUEST

Date - August 28, 2016

Please read the Sole Source procurement Policy printed on page 2 before filling out this request. This form is to be used in conjunction with the Procurement Request Form.

Briefly describe the scope of services or equipment needed. Attach a Procurement Request Form and complete specifications.

Emergency Services Curriculum Vehicle

This purchase qualifies as a Sole Source procurement for the following reason(s):

- ☐ The compatibility of equipment is of paramount consideration.
- ☐ The compatibility of accessories, replacement parts is of paramount consideration.
- ☐ The sole supplier's item is needed for trial use or testing.
- ☐ The sole supplier's item is to be produced for resale or donation.
- ☐ A Public utility service
- ☒ Other, please explain -
No bids received per BID #3833R

Outline any research you did in determining that this vendor is the only one able to supply this item or service. Be specific as to names and addresses of firms or people contacted. Attach supportive documentation.

This is a highly customized vehicle specifically designed to storage to fit needed equipment. The project was put out to bid and then rebid under Bid # 3833. No bids were received either time. We have worked with First Priority Global to design a vehicle that will meet our needs. We have not found another company within close proximity that has experience building these type vehicles.

Department Head's Signature

The Purchasing Agent

☒ Supports ☐ Does not support

Corporation Council

☒ Supports ☐ Does not support

This request for a sole source purchase

Signature

Signature

SOLE SOURCE PROCUREMENT REQUEST

Date - August 29, 2018

Please read the Sole Source procurement Policy printed on page 2 before filling out this request. This form is to be used in conjunction with the Procurement Request Form.

Briefly describe the scope of services or equipment needed. Attach a **Procurement Request Form** and complete specifications.

Emergency Services Command Vehicle

This purchase qualifies as a Sole Source procurement for the following reason(s):

- ☐ The compatibility of equipment is of paramount consideration.
- ☐ The compatibility of accessories, replacement parts is of paramount consideration.
- ☐ The sole supplier's item is needed for trial use or testing.
- ☐ The sole supplier's item is to be produced for resale or donation.
- ☐ A Public utility service
- ☒ Other, please explain -
No bids received per BID #3933R

Outline any research you did in determining that this vendor is the only one able to supply this item or service. Be specific as to names and addresses of firms or people contacted. Attach supportive documentation.

This is a highly customized vehicle specifically designed to storage to fit needed equipment. The project was put out to bid and then rebid under Bid # 3933. No bids were received either time. We have worked with First Priority Global to design a vehicle that will meet our needs. We have not found another company within close proximity that has experience building these type vehicles.

Department Head's Signature

The Purchasing Agent

Corporation Council

☐ Supports

☐ Does not support

☐ Supports

☐ Does not support

This request for a sole source purchase

Signature

Signature



QUOTATION

Norwalk Police Dept
One Monroe St
Norwalk, CT 06854
203-8543002
TBlako@norwalkot.org

Exp. Date: 01/05/2020
Quote No: 10115-0009
08/30/2019

Page 1

PART NO	S	DESCRIPTION	QTY	ID
	S	2020 FORD F-550 SD SUPER CAB	1	FP17
C0-06-0003		FPEV ELECTRICAL HARNESS, NYC	1	FP17
C0-06-0421		FAST IDLE MODULE, FORD, INT-UTIL, EXPED	1	FP17
C0-08-0021		WHELEN GENCOM CARBIDE SIREN & LIGHT CONTROLLER	1	FP17
C0-08-0302		SPEAKER, 100W, WHELEN, SA-315P	2	FP17
C0-09-0009		WHELEN LEGACY, 54 WIDE, DUO LED, FULLY POPULATED	1	FP17
C0-12-0005		DOME LIGHT, RW LED, WHELEN 60CREGCS	1	FP17
C0-17-0666	X	REAR COMPARTMENT SLIDE OUT TRAY	1	
C0-17-0671	S	SHELF, ADJUSTABLE, 24 IN WIDE X 48 IN LONG. INCLUDES SHELF TRACKS.	2	FP17
C0-17-0673		SHELF, ADJUSTABLE, 24 IN WIDE X 86 LONG. INCLUDES SHELF TRACKS.	2	FP17
C0-17-0705		APPLY D/A FINISH TO SMOOTH ALUMINUM	1	FP17
C0-19-0101	S	GRAPHICS, REAR CHEVRON, 2 COLOR 3M SCOTCHLITE	1	FP17
E0-04-0001		BODY CONSTRUCTION OVERVIEW	1	FP17
E0-04-0105		APPARATUS BODY, 10 FT CLOSED BODY 7 COMPARTMENTS (NO DOORS)	1	FP17
E0-04-0150	S	COMPARTMENT DIMENSIONS	1	FP17
E0-04-0187		FULL LENGTH STORAGE	1	FP17
E0-04-0188		TRANSVERSE COMPARTMENT	1	FP17
E0-04-0175		ALUMINUM HINGED DOOR	6	FP17
E0-04-0187		LOWER BODY RUB RAILS	1	FP17
E0-04-0188		WHEEL WELL LINERS	1	FP17
E0-04-0189		FUEL FILL	1	FP17
E0-04-0192		DIAMOND PLATE PROTECTION PACKAGE	1	FP17
E0-04-0195		REAR STEP BUMPER	1	FP17
E0-04-0198		BODY MOUNTING	1	FP17
E0-04-0199	X	BODY LADDER	1	
E0-06-0721		20A KUSSMAUL SUPER AUTO EJECT INLET	1	FP17
E0-06-1002		INSTALLATION OF MOBILE RADIO, SINGLE HEAD, LABOR ONLY	1	FP17
E0-08-0321		RUMBLERS, LOW FREQUENCY SIREN	1	FP17
E0-09-0201	S	GRILLE, M6 LED, ON GRILLE, SOLID COLOR	2	FP17
E0-10-0401		WHELEN M6 LED, ABOVE REAR WHEELS. SINGLE COLOR. CHROME FLANGE.	2	FP17
E0-10-0451	S	WHELEN M6 LED, HIGH ON THE BODY SIDE. CENTERED. SINGLE COLOR. CHROME FLANGE.	4	FP17
E0-10-1005		WHELEN 08 SERIES MARKER LIGHT PKG	1	FP17
E0-10-1010		FEDERAL SIGNAL TRIPLE LIGHT ASSEMBLIES	1	FP17
E0-11-0020		(6) LED UNDERBODY GROUND LIGHTING	1	FP17
E0-14-0002		RUNNING BOARDS FOR EXTENDED CABS	1	FP17
E0-14-0101		> PUSH BUMPER, DIVERSIFIED, NON-WINCH, BLACK	1	FP17

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PART NO	S	DESCRIPTION	QTY	ID	
E0-14-0121		> WINCH, WARN, 16,500 LB PERMANENT MOUNT.	1	FP17	
E0-14-0205		> HITCH, CUSTOM CLASS 5 WITH WIRING	1	FP17	
E0-18-0202	S	BASE/ CLEAR, 108"L ESU WITH SWING DOORS	1	FP17	
E1-04-0005		COMPARTMENT LIGHT, WHELEN PSCDCR	7	FP17	
E1-04-0010		COMPARTMENT DOOR AJAR INDICATOR LIGHT, LED	1	FP17	
E1-04-1450	X	BANG BOX	1		
E1-04-1455	X <	CAB CABINET GUN RACK	1		
W0-01-0030		GRAPHICS LIMITED LIFETIME WARRANTY	1	FP17	
		Total			129,226.14

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One (1)

2020 FORD F-550 SD SUPER CAB

BLACK 2020 FORD F-550 SD SUPER CAB
4X4 168" WHEELBASE 60" CAB TO AXLE
DUAL REAR WHEELS
POWESTROKE 6.7L 330 HP DIESEL ENGINE
6 SPEED TORQSHIFT TRANSMISSION WITH OVERDRIVE
FRONT MONO-BEAM INDEPENDENT SUSPENSION HD SHOCKS
LIMITED SLIP DIFFERENTIAL 4:10 RATIO
WHEELS 19.5 X 6 STEEL WHEELS WITH LT225/70GBSW TIRES
SUPER CAB 4 DOORS TWO REAR DOORS REVERSED
BLACK GRILLE AND MIRRORS
AIR CONDITIONING
POWER WINDOWS/ POWER DOOR LOCKS
MANUAL TILT/ TELESCOPIC STEERING WHEEL
4-WHEEL ABS BRAKES 4-WHEEL DISC BRAKES
AM/FM RADIO 4 SPEAKERS FIXED ANTENNA
HALOGEN AERO- COMPOSITE HEADLIGHTS DELAY OFF
INTERMITTENT WINDSHIELD WIPERS
BACK UP CAMERA
CURB WEIGHT 8,102LBS PAYLOAD 9,940 LBS GVWR 18,000 LBS
SEATING 40-20-40 SPLIT FRONT

One (1)
C0-06-0003

FPEV ELECTRICAL HARNESS. NYC

Included with this conversion is an FPEV vehicle specific custom harness system throughout the vehicle including OEM factory style plugs and connectors. All wiring shall be GXL wire function coded every 4" and the harness system utilizing a minimum of 10 different colors and shall be protected with high temperature convoluted loom. There are no splices or connectors within any harness and anywhere it passes through a wall a snap ring grommet is included. OEM factory style plug in connectors are used where possible eliminating cutting and splicing into factory wiring.

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As per New York City Standards, all Connections shall be soldered and covered with heat shrink tubing. The use of scotchlok or butt connectors will not be used. Exterior light heads will be connected with Deutsch connectors for servability.

One (1)
C0-06-0421

FAST IDLE MODULE, FORD, INT-UTIL, EXPED

Electronic high idle control module. Operates while vehicle is "Park" to raise RPMs to peak alternator output range. Module shall connect through vehicle's computer input port or to gas pedal electronics using oem matching plugs.

One (1)
E0-04-0001

BODY CONSTRUCTION OVERVIEW

The body shall be constructed of custom designed aluminum extrusions and aluminum plate. The body is designed and engineered specifically for fire and rescue emergency vehicles. The body is constructed to meet the heavy duty cycle of the emergency services.

The body shall be all heliarc welded assembled for maximum strength and integrity throughout the entire body.

The aluminum extrusions will be designed as structural shapes which are an alloy of 6061 and heat treated to a temper of T-6. This will insure an ultimate strength of 42,000 psi in all structural areas.

One (1)
E0-04-0105

APPARATUS BODY, 10 FT CLOSED BODY 7 COMPARTMENTS (NO DOORS)

The apparatus body will be 120" Long X 93" Wide X 67" High with a Rear compartment 49"W X 106"L (3) Compartments each side. (1) Rear compartment. The body is for a DUAL Wheel cab chassis with 80" cab to axle. The body is fabricated of all aluminum sheets and aluminum extrusions. The construction method is all welded not riveted or bolted together.

One (1)
E0-04-0150

COMPARTMENT DIMENSIONS

LEFT SIDE FRONT COMPARTMENT

Compartment # 1

30" wide x 60" high x 93" deep Transverse
_____ vertically hinged door

The following to be installed: (1) Adjustable Shelf and Bang Box

LEFT SIDE WHEELWHEEL COMPARTMENT

COMPARTMENT #2

45 " wide x 34 " high x 93 " deep Transverse
Vertically hinged doors

The following to be installed: (1) Adjustable Shelf

LEFT SIDE REAR COMPARTMENT

Compartment #3

34" wide x 60 " high x 23 " deep
_____ Vertically hinged door

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The following to be installed: (1) Adjustable Shelf

RIGHT SIDE FRONT COMPARTMENT

Compartment #4

30" wide x 60 " high x 93" deep Transverse
..... Vertically hinged door

The following to be installed: Adjustable Shelf

RIGHT SIDE WHEELWELL COMPARTMENT COMPARTMENT #5

46 " wide x 34" high x 93 " deep Transverse
Vertically hinged doors

The following to be installed: Adjustable Shelf

RIGHT SIDE REAR COMPARTMENT COMPARTMENT #6

34 " wide x 60 " high x 23 " deep
Vertically hinged doors

The following to be installed: (1) Adjustable Shelf and Shields

REAR COMPARTMENT COMPARTMENT #7

44 " wide x 48 " high x 34" deep
Vertically hinged doors

The following to be installed: (1) HD roll out 2 level tray.

Top of this compartment will have a full depth storage area for long equipment Ladder ETC

One (1)
E0-04-0167

FULL LENGTH STORAGE

Rear access interior storage.

There will be a storage area in the upper roof line inside of the body. The storage compartment will be approximately 46" Wide X 12" H x as long as the interior of the body. There will be access to the storage compartment from the rear compartments doors.

One (1)
E0-04-0168

TRANSVERSE COMPARTMENT

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There will be an area located above the chassis frame rails. This area will connect the left side of the body to the right side.

This compartment will be located in compartment L1 and connect to compartment H2

This thru compartment will start at the forward compartment panel and be 31" back to the rear compartment panel. The height will be from the floor of the thru compartment up 30".

Slx (6)
EO-04-0175

ALUMINUM HINGED DOOR

All door edges and door frames are constructed of a specially designed aluminum shape of 5052-H32 alloy and tempered with an ultimate strength of 42,000 psi. All door frames will be heliarc welded to the exterior sheets and to the side structure channels. The exterior sheets fit over the door frame and are welded to the frame from the inside of the body. The door edges are all heliarc welded together and to the outer panels. Exterior door panels are .125" thick 5052-1132 aluminum plate with an ultimate strength of 38,000 psi. The panel fits into the door edge extrusion and is welded to the extrusion from the inside of the door.

The inner door liner is constructed of aluminum diamond plate sheets with an alloy and temper of 3003-1112. The liner will be fastened to the door extrusion with stainless steel, the same heavy duty manner as the main compartment and access doors.

STAINLESS STEEL DOOR HINGES

All exterior compartment doors shall access doors and will be equipped with a three (3) inch stainless steel, continuous hinge. The hinge will have a full length 1/4" stainless steel pin. All hinges will be bolted to the door and door frame with 1/4" stainless steel bolts for easy removal if damaged. The hinge will be separated from the door and frame by a mylar strip which is a corrosion barrier.

RUBBER DOOR GASKETS

All compartment door jambs are to be completely sealed with rubber automotive tube type gaskets. The gasket will be adhesive bonded into place and will be completely compressible to prevent the intake of water and dirt.

All second opening door will be equipped A center seal bar that will also have a tube type rubber gasket.

DOOR SPRING HOLD BACKS

All doors are to be equipped with a spring opener and closer type unit. The door springs are to be bolted to the door and a fabricated spring hold bracket. The door spring will operate on a 50/50 principle, if the door is partially opened it will close, or if the door is over halfway open it will open fully.

ANODIZED DRIP MOLDINGS

In addition to the extruded railings being incorporated into the roof radius, there will also be a supplemental drip railing provided at the tops of the compartmentation.

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GAS DOOR HOLDERS

The horizontally hinged compartment door(s) shall be held in a 90 degree position with a gas filled hold down device. Each end of the device is a ball socket type. The hold open device shall be pound rated as to the weight of the door. The arm will have cam type action which will react after the door closes over 50%. The arm will be bracketed and bolted into place with 1/4-20 stainless steel bolts that are tap threaded. NO RIVETS OR SCREWS WILL BE USED.

D-RING SLAM LOCKS

The door exterior compartments shall be equipped with an A.L.Hansen model #2102 door handle equipped with a stainless steel locking bent "D" ring. The handle shall be of an offset type and shall be used with a "gloved" hand.

When the compartment has a double door. The second door will have a chrome interior recessed paddle handle to control the second door latch from the inside of the compartment.

The door handle shall be bolted in place to allow for easy repair and replacement if damaged. The latching device shall be a Thomas model #R400 Two Detent "Slamming" type lock. The slam latches will be controlled with connecting rods. NO CABLES ARE USED.

One (1)
E0-04-0187

LOWER BODY RUB RAILS

The apparatus will be equipped with heavy duty rub rails to prevent body damage should the apparatus be "scuffed" against upright objects.

These rub rails will be constructed of 3" aluminum structural channels. The rub rails will be designed as to form a "c" shaped type channel. These rails are to be contoured at each end to the shape of the apparatus body fenders. A minimum of a .250" space will be left between the body and the railing to help defray any damage to the body if the rub rails are hit. The rail will be easily replaceable and not integral.

These rub rails will be mounted utilizing stainless steel nut, nylon spacers, bolts and lock washers for ease of replacement.

One (1)
E0-04-0188

WHEEL WELL LINERS

The wheelwell openings will be a sufficient size to permit the utilization of tire chains or other traction devices. Each wheel housing will have full fender linings. The lining will be .090 aluminum. The linings will be rolled as to eliminate pockets that will trap and collect dirt. The liners will be fully seam welded and capped to the inside.

The inner skirt will be .125" thick smooth aluminum sheet that is welded into place. The outer surface will be aluminum diamond plate. The wheel edge will be trimmed with a rolled aluminum fender that is bolted in place with stainless steel bolts and nuts. The area inbetween the fender and skirt will be trimmed with a black wet trim. The fender will have a approximate radius of 18".

One (1)
E0-04-0189

FUEL FILL

The body will have a recessed fuel filler. The filler neck will be recessed in the body. The filler door will be

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satln finished aluminum plate and hinged to the fender well skirt. The fuel filler neck will be OEM supplied and filler hoses will be the chassis manufacturers standard composition.

The installation of the filler will be as per chassis manufacturer's Body Builders Book or by the FMVSS. The neck will be at proper angle to ensure fluid flow and installed with proper workmanship to maintain integrity in case of side impact.

The fuller pocket will be cast aluminum and have a Cast Products hinge door to enclose the cap.

One (1)
E0-04-0192

DIAMOND PLATE PROTECTION PACKAGE

The body will have aluminum diamond plate installed in area's that have access or a possibility of damage. The corners of the body will have bent diamond plate as high as the exterior. The rear step area will have diamond plate wells or kick type protection panels. The wheel skirts will be diamond plate. The front of the body will be covered up to the drip molding or up to the same height as the exterior compartments

One (1)
E0-04-0195

REAR STEP BUMPER

The rear step of the apparatus will be a full width and will not exceed 10" in depth. The bumper will be constructed of aluminum diamond plate and aluminum grip strut material. The center step area will be fabricated of grip strut in order to a high traction step area for safety purposes.

Each end of the bumper will be rolled fabricated to form an aluminum diamond plate impact absorbing 8" x 20" x 9" removable bumper end. This will allow for the installation of rubber bumpers if required. The assembly will be bolted together with stainless steel nuts and bolts.

The step's sub-structure will be constructed with 1-1/2" x 3" steel channel for strength. The channel will be welded directly to the chassis frame and will be placed as to form a structural matrix and keep the body in a complete modular form.

There will be a aluminum diamond plate kick plate above the bumper.

One (1)
E0-04-0198

BODY MOUNTING

The body will be mounted to the vehicle with the use of 5/8" steel "U" bolts. These will be a minimum of eight (8) "U" bolts used. The body will rest on non metal sills which shall be tapered 1/2" from the front for approximately 2" back. The sills will be supported by 1-1/2" x 3" x .250" structural aluminum channels with an alloy and temper of 6061-T6 and an ultimate strength of 42,000 psi. The channels will run the full length of the vehicle chassis rails. The channels will be cross channels that will be welded to the side of the body door frame extrusions.

The chassis to the frame rails will be blocked with "C" channels to prevent damage to the frame rails while installing the "U" bolts. Nylon tape will be installed between the "U" bolts and "C" channels to prevent electrolysis.

One (1)
E0-06-0721

20A KUSSMAUL SUPER AUTO EJECT INLET

20 amp "Super" Kussmaul auto-eject. One receptacle mounted on the driver side, front of body, wired to eject when the key is in the "start" position. There will be an aluminum fabricated cover panel with label on the inside of the L-1 compartment where the inlet is stored to protect exposed wiring. Auto eject Inlet will be connected to the vehicle's engine block heater.

One (1)
E0-06-1002

INSTALLATION OF MOBILE RADIO, SINGLE HEAD, LABOR ONLY

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Installation only of one customer supplied mobile radio in the vehicle. Includes installation of FPEV supplied 3/4" NMO style antenna base with leads run from roof to front console area.

One (1)
E0-08-0321

RUMBLER3, LOW FREQUENCY SIREN

Supply and install one Federal Signal Rumbler-3 low frequency siren system. Rumbler shall activate when the horn ring is depressed and activated in conjunction with the siren operation. System will not activate for more than 8 seconds at a time.

One (1)
E0-10-1010

FEDERAL SIGNAL TRIPLE LIGHT ASSEMBLIES

Supply and install Federal Signal Quadraflare LED stop-turn-reverse modules in a vertical triple housing polished chrome. Wired to Factory stop, reverse and turn signal circuit. Federal Signal #QL64Z3V-LEFT and QL84Z3V-RIGHT.

One (1)
E0-10-1005

WHELEN OS SERIES MARKER LIGHT PKG

Supply and Install a Whelen "OS Series" square LED marker light package.

Package includes

- (2) Amber LED on front of body
- (1) amber and (1) red on right side of body
- (1) amber and (1) red on left side of body
- (2) red and (1) triple ID red bar on rear of body

One (1)
E0-11-0020

(6) LED UNDERBODY GROUND LIGHTING

(6) Tecnic E-10 LED Flood Lighting mounted in a angled stainless steel mounting brackets. (1) Under each cab doors. (1) each side ahead of the rear wheels and (1) each side behind the rear wheels. The lights will illuminate when the cab doors are open or compartment doors open

One (1)
E0-14-0002

RUNNING BOARDS FOR EXTENDED CABS

Located under each cab door will be an Aluminum diamond plate step. The running board step will made of NFPA approved embossed aluminum tread plate. At each step area the will have an aluminum gripstrut

step area for non slip traction. The gripstrut will be welded into the aluminum diamond plate running board. The front and rear will have aluminum diamond plate gussets bolted to the running board and to the cab chassis. The running boards will be supported at 3 points

One (1)
E0-18-0202

BASE/ CLEAR. 106" L ESU WITH SWING DOORS

Apparatus body must be painted to match the OEM paint color. Finish must consist of corrosion-resistant primer, urethane high build primer and high performance durable color coat. Paint process must meet or exceed current industry standards concerning paint application. Cab exterior must have no mounted components prior to painting to assure full coverage of metal treatments and paint. Any vertically or horizontally hinged smooth plate doors must be painted separately to assure proper paint coverage on cab, door jambs and door edges.

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Paint process must feature DuPont Performance Coatings, or equal high-solid, low VOC products. The following must be adhered to in painting process. All raw materials must be pre-treated with MetaLok-CVP, or equal system to provide superior corrosion resistance and excellent adhesion of top coat.

All Aluminum Diamond Tread Plate Surfaces: Must remain unpainted

Seven (7)
E1-04-0005

COMPARTMENT LIGHT, WHELEN PSCDCR

Supply and install one Whelen model #PSC0CDCR Super-LED compartment light wired to a pin switch to activate. Light shall be surface mounted and contain Whelen #PSBKT1 protective guard for light so that it doesn't get damaged by equipment. Light shall be wired to ignition power.

One (1)
E1-04-0010

COMPARTMENT DOOR AJAR INDICATOR LIGHT, LED

Supply and install one Whelen OS Square Lens Series, Marker/Clearance, Illumination and Flashing LED, Chrome Housing, Size is 1" Wide x 1-1/2" Long. Light will be installed on front dash or console and notify the operator when a compartment door is left open. Doors shall have a pin switch to determine when a door is not fully closed.

One (1)
C0-09-0009

WHELEN LEGACY, 54 WIDE, DUO LED, FULLY POPULATED

Install a Whelen Legacy LED lightbar on the roof, the light bar shall be fully populated with DUO LED light heads. One pair of front LED takedown lights and one pair of LED side alley lights. Light will be mounted permanently, with Whelen adjustable MKAJ7 mount. Wiring shall pass through the roof with sealed, wire bulkhead compression fitting and dually sealed with RV type silicone sealant to prevent leaks.

One (1)
C0-08-0021

WHELEN CENCOM CARBIDE SIREN & LIGHT CONTROLLER

Supply and install a Whelen Cencom Carbide programmable siren and light controller. includes three position slide switch and 8 programmable light switches. 200-watt siren amplifier.

Engineered to maintain situational awareness of the officer, Whelen's CenCom Carbide™ houses numerous innovative technologies that deliver highly effective visual and auditory warning.

Designed for simplistic, hands free usage, Carbide allows officers to easily adapt with Situation Based Integration. This feature allows for scene specific functions using various vehicle components, such as the horn or brakes. Priorities can now be fully configured and controlled.

Carbide provides the capability to sync all lights together, including a Traffic Advisor™ and the new rear WeCan® Inner Edge® RTX.

Easily reproducible from vehicle to vehicle, Carbide installs effortlessly with little wiring intricacy.

Optional expansion modules and WeCan dual siren amplifier are available to further customize functions.

The CANport™ OBDII Interface is a simple plug-in connection to the vehicle. Using the CANport, CAN bus signals are easily applied to automatic warning system functions.

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Two (2)
C0-08-0302

SPEAKER, 100W. WHELEN, SA-315P

Supply and install one Whelen SA-315P composite 100-watt siren speaker. Pricing includes vehicle specific mounting bracket or universal mounting bracket.

Two (2)
E0-09-0201

GRILLE, M6 LED, ON GRILLE, SOLID COLOR

Supply and install (2) Whelen M6 LED on the front grille. Solid Color. Red with Chrome flange and one with blue chrome flange

Two (2)
E0-10-0401

WHELEN M6 LED, ABOVE REAR WHEELS, SINGLE COLOR, CHROME FLANGE.

Supply and install a Whelen "M6 Series" LED with chrome surface mount flange on the rear body door above the rear wheel well.

Four (4)
E0-10-0451

WHELEN M6 LED, HIGH ON THE BODY SIDE, CENTERED, SINGLE COLOR, CHROME FLANGE.

Supply and Install (4) Whelen "M6 Series" LED with chrome surface mount flange on the side of the upper body, centered. (2) per side. Red and Blue.

One (1)
E0-14-0101

PUSH BUMPER, DIVERSIFIED, NON-WINCH, BLACK

Push Bumper with Winch Ready Kit: The original equipment front bumper will be replaced with a highly custom unit, fabricated from minimum one quarter inch (1/4") steel. Said push bumper is readily available through Diversified Products Manufacturing, Jacksonville, Florida. Diversified Products Manufacturing part #PB-9310W1-2C will be provided, or equal. Grille guard shall be a non-tubular design. This push bumper will accept a Warn 16,500 T1, permanent mount, electric winch with a four way roller fairlead.

The roller fairlead / cable hook must will be protected by rubber dock bumpers of sufficient depth, that when compressed the fairlead / cable hook does not contact anything that the bumper may come in contact with. Rubber dock bumpers, four (4) in total, must be mounted to the immediate left and right of the fairlead and secured with recessed grade 8 hardware.

The complete bumper will be sprayed with "Raptor Liner", or equal, bed liner style material. Color shall be BLACK. There shall be no exposed wires running through the bumper itself that are not concealed in a conduit for protection.

A metal grille guard constructed of two inch by three eighths inch (2" x 3/8") steel flat stock must be supplied and mounted on push bumper. Grille Guard must be minimum fifteen inches (15") high and include vehicle clearance guides and license plate bracket. Clearance guides must be three-quarter inch (3/4") steel stock eighteen inches (18") tall with four inch (4") reflective SCOTCHLITE, or equal, strip on ends. Strips must be "GRABBER BLUE", or equal, in color. Accommodations for all warning lights to be mounted on grille guard must be provided. All required brackets are subject to NYPD approval. The complete grille guard must be sprayed with "Raptor Liner" or equal, bed liner style material. Color shall be BLACK.

One (1)
E0-14-0121

WINCH, WARN, 16,500 LB PERMANENT MOUNT.

A permanently mounted Warn 16,500 lb winch will be installed on the front of the vehicle in a secure, properly reinforced mounting plate. Winch will be wired through a Cole Hersee heavy duty 300A switch. A pilot light will be installed on the dash to indicate when the winch has power. The winch remote control

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receptacle will be relocated the top corner of the push bumper or in the interior of the vehicle's cab behind the driver's seat. The controller will be installed on a custom made aluminum bracket to hold excess wire and secure the remote control while driving.

One (1)
C0-19-0101

GRAPHICS, REAR CHEVRON, 2 COLOR 3M SCOTCHLITE

Supply and install a 3M Scotchlite and Avery vinyl graphics package for a Utility Vehicle. A computer generated conceptual graphics plan will be presented for approval.

One (1)
W0-01-0030

GRAPHICS LIMITED LIFETIME WARRANTY

Seven Year (Unlimited Mileage) Graphics Warranty

First Priority Emergency Vehicles (FPEV) warrants the integrity of FPEV installed graphics to include striping, & lettering on each new vehicle for a period of seven years from the date of delivery to the original customer by an authorized FPEV dealer to be free of defects in materials and workmanship under normal use and service. The obligation of FPEV under this warranty is to repair the unit at FPEV with the transportation cost prepaid by the customer.

ITEMS EXCLUDED ARE:

- Graphics failure due to paint deterioration caused by blisters or other film degradation due to corrosion originating from the substrate
- Graphics failure due to hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy duty pressure washing, or aggressive mechanical wash systems
- Graphics failure due to paint deterioration caused by abuse, misuse, accidents, acid rain, chemical fall out or act of nature
- Accidents, and scratches due to normal vehicle use and maintenance
- Graphics failure due to repairs done over previously refinished areas, unless stripped to bare metal or appropriate substrate by FPEV or an authorized agent
- Claims requested without proper guarantee documentation
- Failure on finishes performed by non-FPEV authorized repair center
- Finishes performed by non-FPEV technicians

If repairs should become necessary under terms of this warranty, the extent of that repair shall be determined solely by FPEV. FPEV also reserves the sole right to determine when and where such repairs will be made. The expense of any transportation to or from such a repair facility shall be the sole responsibility of the original purchaser, and not an item covered by this warranty.

Exclusions and Limitations: This manufacturer's warranty is provided in place of any and all other representations or expressed or implied warranties or merchantability and fitness for a particular purpose. No person is authorized to make any representation or warranty on behalf of FPEV other than set forth in this manufacturer's warranty. Your rights to service on the terms set forth herein are your exclusive remedies and neither the manufacturer and/or any of its distributors shall be liable for damages whether ordinary, incidental or consequential.

One (1)
C0-17-0666

REAR COMPARTMENT SLIDE OUT TRAY

At the bottom of the rear compartment there will be a 500 Lb roll out tray. The tray will be aluminum with 3" high edges around all four sides. Each corner will be welded. At each corner of the tray there will be vertical posts. These posts will support a second shelf that will have adjustable heights. The lower tray will hold heavy equipment and the tray will hold lighter equipment

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One (1)
E1-04-1450

BANG BOX

There will be a (10) Slot BLUE LINE BANG BOX supplied in the vehicle. The box will be located in the front transverse compartment as per the PD requires. The box will be held in place with aluminum angles and round bars. The box will be removable.

One (1)
E1-04-1455

CAB CABINET GUN RACK

The cab will have the rear seat removed. There will be a rear wall and floor add to cover the rear wall and cab floor. On the rear wall there will be set to lock and storge (3) guns in a vertical position and have access from the front seats. The gun locks will SANTA CRUZ LS-5 with bottom pockets. The gun location and spacing will be adjustable.

One (1)
C0-12-0005

DOME LIGHT, R/W LED, WHELEN 60CREGCS

Supply and install a 6" diameter LED dome light containing colors red and white will be installed on the ceiling between the driver and passenger seats. Wired to ignition power, a switch on the light head will switch between red / white / off. Whelen 60CREGCS, 12 Diode Interior Light, Split White/Red, 6" Round Surface Mount, Includes Switches. (1) total.

One (1)
E0-14-0205

HITCH, CUSTOM CLASS 5 WITH WIRING

A custom fabricated, class 5 rated tow bar, or equal, will be installed under rear stop with eighteen inches (18") minimum height clearance. Tow bar must have MGTW of ten thousand pounds (10,000 lbs.) and MTW of twelve hundred (1,200 lbs.). Bar must be attached directly to chassis rails with minimum grade 8 hardware.

A Cole Hersee #1235, or equal, outlet will be supplied and installed on vertical face of rear bumper for the purpose of towing trailers. Plug must be labeled as to function.

One (1)
E0-04-0199

BODY LADDER

At rear of the body there will be a aluminum ladder to access the roof of the body. It will be located on the right side. The ladder rung will be 12" wide, and the ladder will be bolted in place.

Two (2)
C0-17-0671

SHELF, ADJUSTABLE, 24 IN WIDE X 48 IN LONG. INCLUDES SHELF TRACKS.

Supply and install an adjustable shelf on the slide out system. Shelf will be aluminum, 1/8" thick. Dimensions are 24 inches wide x 36" long. There will be a 2 inch raised lip on four sides of the tray. Includes four extruded aluminum shelf rails and four adjustable shelf stops.

*Requires verticals walls to support shelf system.

Two (2)
C0-17-0673

SHELF, ADJUSTABLE, 24 IN WIDE X 96 LONG. INCLUDES SHELF TRACKS.

Supply and install an adjustable shelf on the slide out system. Shelf will be aluminum, 1/8" thick. Dimensions are 24 inches wide x 96" long. There will be a 2 inch raised lip on four sides of the tray. Includes four extruded aluminum shelf rails and four adjustable shelf stops.

*Requires verticals walls to support shelf system.

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One (1)
C0-17-0705

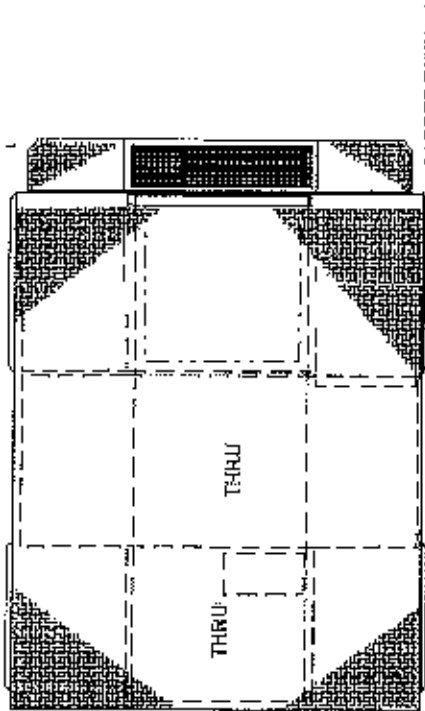
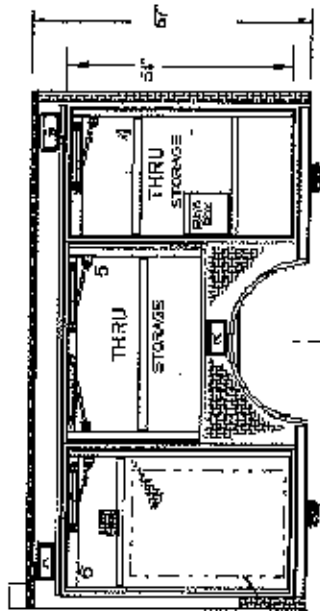
APPLY D/A FINISH TO SMOOTH ALUMINUM

Supply and install an adjustable shelf on the slide out system. Shelf will be aluminum, 1/8" thick. Dimensions are 24 inches wide x 48" long. There will be a 2 inch raised lip on four sides of the tray. Includes four extruded aluminum shelf rails and four adjustable shelf stops.

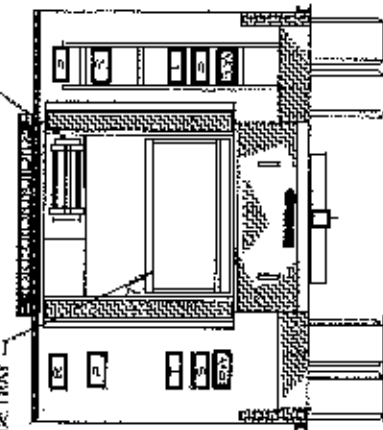
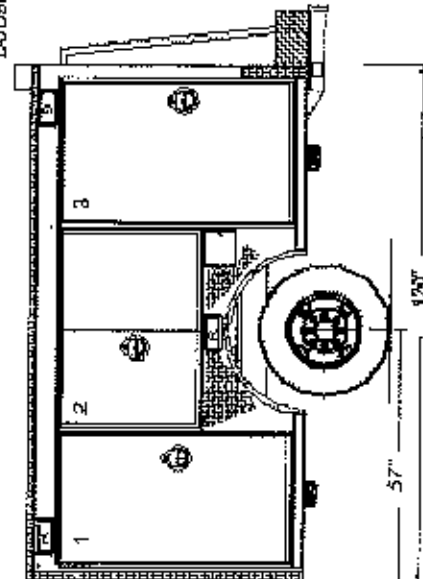
*Requires verticals walls to support shelf system.

LOC	WIDE	HEIGHT	DEPTH
1	50"	60"	43"
2	48"	54"	38"
3	48"	60"	38"
4	50"	60"	43"
5	48"	54"	38"
6	48"	54"	38"
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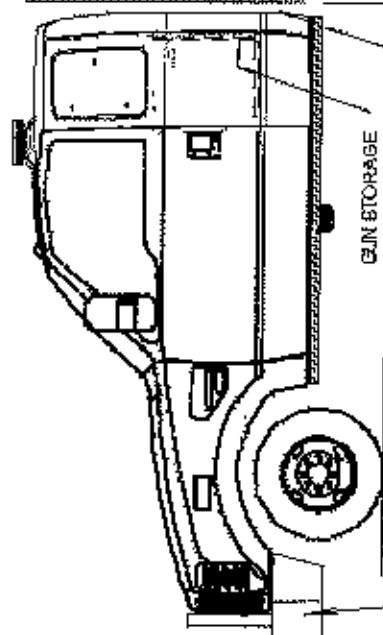
SALES DRAWING ONLY



DOUBLE LEVEL SLIDE TRAY



LADDER STORAGE



PUSH QUAMPER WINCH

GUN STORAGE

SHIELD STORAGE

23 ft 9" OAL

IFPG

FIRST PRIORITY
EMERGENCY VEHICLES

130 Gold Mine Road
Florham, NJ 07836

PHONE: 800-532-5106

TITLE:

NORWALK PD

APPROVED

THIS DRAWING IS THE PROPERTY OF IFPG. IT IS TO BE USED FOR THE PURCHASE OF THE VEHICLE ONLY. NO OTHER USES ARE PERMITTED WITHOUT THE WRITTEN CONSENT OF IFPG.

SHEET 1

DATE

12/8/18

Norwalk Department of Police Service

Memo

To: Sharon Connors - Purchasing
From: Deputy Chief James Walsh
CC:
Re: 2019 Police Service Dogs Purchase
Date: August 28, 2019

The Norwalk Department of Police Services is currently in the process of purchasing two Police Service dogs to replace the dogs that are assigned to Sergeant Garrett Kruger, and Officer Richard Montanez. Their existing dogs are currently nine years old and have reached the time for necessary replacement to assure quality performance and production. We have secured three bids from prospective vendors which include the purchase of the dog and the necessary training and certification. Training and certification requires 240 hours of training (six weeks).

The bids are listed below. The vendor for bid # 1 is located in Pennsylvania, the vendor for bid # 2 is located in New Milford, Connecticut, and the vendor for bid # 3 is located in North Carolina. The vendors from Pennsylvania and North Carolina are approximately \$2300 cheaper per dog than the vendor located in Connecticut. To utilize the vendor located outside the state would require travel time, overtime, and lodging costs required to stay for the six weeks. That based on conservative estimates to have one K9 Officer travel out of state for six weeks it would cost approximately \$11,000 which would include , overtime for travel- \$512.00 , Per diem - 42 days @ \$74 a day = \$3108.00 , Lodging - 42 days @180 average = \$7560.00 and gas and tolls= \$300.00. That upon reviewing all prospective bids it is my recommendation that we utilize Bid #2 Superior K9 Services which in totality of costs required is the lowest. Superior K9 Services is the supplier, trainer, and certifying agency to all of the department's Police Service Dogs that we currently have in service. Superior K9 services has also provided monthly in-service training required for our dogs at no cost.

BID #1 – Castle K9's –cost \$12,950 per dog Total \$25,900

1291 Leldigh Drive
Boiling springs, PA

BID #2– Superior K9 Services –cost \$15,250 per dog – Total - \$30,500

New Milford CT.

BID #3- Tarheel K9- cost \$12,495 per dog Total - \$24,900

230 West Seawall St
Sanford, North Carolina

SUPERIOR TACTICS & K9



Frank Rada
P.O. Box 1447
New Milford, CT,
06776
203-884-0003

INVOICE

Attention: Sgt Gerald Knight 8/12/10
Newark Police Department
1 Monroe St
Newark, CT 06854

Police K9 Dual Purpose Handler Course
Invoice Number: 310119-0872A

Terms: Payment to be received prior to class start date

Description	Quantity	Unit Price	Cost
Police K9 Handler Course	2	\$ 7,000.00	\$14,000.00
Dual Purpose Dogs	2	\$ 8,250.00	\$16,500.00
		Subtotal	\$14,000.00
		Tax	
		Total	\$80,500.00

Thank you for your business. It is a pleasure to work with you on your project.

Sincerely yours,
Frank Rada



K9 PRICES

Green canines - please call for pricing and availability.

Handler training - for training of handler with trained canine or green canine not purchased through Castle's K9, Inc.

\$1,500.00 per academy week

Canine must be evaluated by staff prior to academy commencement for acceptance into our program.

K9 TEAM TRAINING

We have four narcotics, explosive, patrol, patrol & narcotics or patrol & explosives programs to choose from. These are complete programs, meaning there is no hidden cost. With our programs, the following items go with the total price of the dog. If you wish to stay on location, we do have rooming and breakfast at no charge.

- Tracking may be added to Narcotics or Explosives only canine program for \$750.00.
- Patrol &/or Narc, 4 weeks; Explosives, 6 weeks; Patrol & Explosives, 10 weeks

PATROL & NARCOTICS \$12,950*

PATROL ONLY \$11,450*

NARCOTICS ONLY \$9,950*

PATROL & EXPLOSIVE \$15,450*

EXPLOSIVE ONLY \$12,450*

Packages include:

- Canine, no more than 28 months old with health and shot records, 1-year warranty on health, 90-day warranty on work ability
- Academy - rooming and breakfast at our facility
- Training manual
- National & school certifications**
- Leashes (6' & 8')
- Choke Collar
- Two 2-qt bowls
- Nylon Harness
- Leather Muzzle
- 2 reward balls
- 2 reward tugs
- 1 Bag Dog Food



ADDITIONAL INFORMATION

- * Prices good for 60 days
- 5% Down required on all orders.

**National Certification - ONE YEAR Membership fee (\$45/year) to North American Police Work Dog Association Included. Memberships must be kept current through NAPWDA by handler/agency after first year. Memberships are required for valid team certification through NAPWDA. For Bylaws and Certification Rules, visit NAPWDA.com.

Course Syllabus Revised January 2006

Police K-9 Handler Course Outline

This course will prepare the student to conduct in-service training for police K-9 functions of trailing, evidence search, handler protection, criminal apprehension, building search, Selection testing of police dog prospects tactical deployment, search and seizure law, and decoy techniques will also be covered. Extensive hands on training of dogs for these Patrol functions, and decoy skills development will also be completed during the course. Course Length is 6 weeks.

I. Obedience

- A. Training in Drive
- B. Reward & Correction
- C. Practical Obedience Training

- 1. Heeling on and off leash
- 2. Motion exercises
- 3. Recall
- 4. Hand Signals

D. Practical Agility Training

- 1. Jumping & Climbing
- 2. Slick Floors
- 3. Open Stairs

II. Patrol Functions: Training

- A. Drive & Drive Development
- B. Prey Drive Development
- C. Defense Drive Development
- D. Drive Channeling
- E. Protection Skills

- 1. Apprehension
- 2. Handler Defense
- 3. Out & Guard
- 4. Transports
- 5. Area Searches
- 6. Building Searches
- 7. Multiple Suspects
- 8. Passive Apprehensions
- 9. Call Backs & Call Off's

F. Decoy Training

- 1. Sleeve Work
- 2. Bite Suit
- 3. Hidden Sleeve, Muzzle Work, and Civil Protection.

III. Scent Work

- A. Scent Theory
- B. Scent Discrimination Tracking/Trailing

- 1. Hunt Drive Shaping
- 2. Beginning Trails
- 3. Scent Articles
- 4. Corners
- 5. Split Trails

C. Narcotics & Explosives Detection

- 1. Training Aids: preparation & Storage
- 2. Alerts: Aggressive & Passive
- 3. Scent Discrimination: The Multiple Imprint
- 4. Separation
- 5. Vehicles
- 6. Buildings
- 7. Search Techniques
- 8. Problem Solving
- 9. Advanced Detection Issues
- 10. Infordiction

D. Article Search

IV. Administration

- A. Case Law: Apprehension
- B. Case Law: Detection
- C. Record Keeping
- D. Training Regimen

Tarheel K9 -\$12,495 per dog

230 West Seawall Street

Sanford , North Carolina 27330

Dog, Training, handler course .

MEMORANDUM OF UNDERSTANDING
BETWEEN
FEDERAL CORRECTIONAL INSTITUTION – DANBURY, CT
FEDERAL BUREAU OF PRISONS
UNITED STATES DEPARTMENT OF JUSTICE
AND
NORWALK POLICE DEPARTMENT, NORWALK, CONNECTICUT

Pursuant to authority contained in the Intergovernmental Personnel Program, 42 U.S.C §4742(a) and (b), this Memorandum of Understanding ("MOU" or "Agreement") is entered into between the **Federal Correctional Institution, Danbury, CT**, hereinafter referred to as **FCI Danbury** and **Norwalk Police Department, Norwalk, Connecticut**, hereinafter referred to as **Norwalk Police Department**, who hereby agree as follows:

I. PURPOSE/SCOPE OF AGREEMENT

- A. This Agreement is intended to establish procedures and responsibilities of each agency in order for **Norwalk Police Department** to use the firing range ("the Range") for training purposes on the premises of **FCI Danbury**.
- B. This Agreement supersedes any existing written or oral agreements between the parties covering use of the Range.
- C. This Agreement applies solely to **Norwalk Police Department** employees and shall not affect any pre-existing independent relationship(s) or obligation(s) between the parties on any other subject or with any third party.

II. PERFORMANCE

A. FCI Danbury shall:

- 1. Subject to availability, permit **Norwalk Police Department** staff to use the Range, training building and parking area in accordance with the terms and conditions contained in this Agreement.
- 2. Provide to the **Norwalk Police Department**, and update as necessary, the name(s) and contact information of **FCI Danbury** contact person(s) designated by the Warden to establish operational details to implement this Agreement and approve the scheduling of all **Norwalk Police Department** activities at the BOP training facilities.
- 3. Reserve the right to exclude any individual from participating in said training or use of the Range at any time.
- 4. Have preference for use of the Range in the event of simultaneous training activities.

5. Ensure that prior to a scheduled use, the **FCI Danbury** contact person, instructs the **Norwalk Police Department** training Coordinator on the proper inspection and safe use of the **FCI Danbury** range facilities, including the types of weapons and ammunition that may be used.
6. Provide notice to **Norwalk Police Department** as soon as practicable after circumstances arise that would prevent a scheduled use of the Range by **Norwalk Police Department** staff.
7. Appoint an Escort Officer for each approved scheduled use to monitor the use of the Range by the **Norwalk Police Department** participants.
 - a. The presence of the Escort Officer is solely for escort purposes. The escort officer is not responsible for inspecting the facilities prior to the use of the facilities by **Norwalk Police Department** staff or for instructing or supervising **Norwalk Police Department** staff on the safe and proper use of the facilities.
 - b. The Escort Officer is responsible for drawing a key ring for the range facilities, meeting with the **Norwalk Police Department** training coordinator on the date and time of the scheduled use and providing him/her with an institutional radio, issued for the duration of the scheduled use, for his/her use of the firing range.
 - c. The Escort Officer is responsible for notifying the Control Center that **Norwalk Police Department** staff are in place and ready to commence use of the Range. Only after the Control Center has documented this notification are **Norwalk Police Department** participants allowed to use the Range.
 - d. Upon notification from the **Norwalk Police Department** or at the conclusion of the scheduled use, the Escort Officer shall respond to the range to retrieve the institutional radio and ensure all equipment, ammunition and supplies are removed from the range area. Once all **Norwalk Police Department** personnel have exited **FCI Danbury** property, the Escort Officer shall notify the Control Center that the scheduled use has concluded. The Escort Officer is also responsible for securing the range building and returning the key ring and radio to the Control Center.
8. Control Center must acknowledge notification by the Escort Officer that the **Norwalk Police Department** is in place at the range for a scheduled use. The Control Center is responsible for notifying all necessary non-participating staff and inmates to stay clear of the range until notified that the scheduled use has concluded. The Control Center must also notify Perimeter Patrol and the Lieutenant's Office of the scheduled use and the necessity of all staff and inmates to avoid the area. Upon notification from the Escort Officer that the scheduled use has concluded, the Control Center shall notify necessary staff, to

include Perimeter Patrol and the Lieutenant's Office that the scheduled use of the range has concluded.

B. Norwalk Police Department shall:

1. Submit to the Warden of **FCI Danbury**, through **FCI Danbury's** Range Officers, a written request to use the Range at least 30 days in advance of the requested date. An email request is also a means of contact. The email address is DAN/Lockshop&Armory@bop.gov. The dates and times of use must be mutually agreed upon between **FCI Danbury** and **Norwalk Police Department**. The written request must indicate the approximate number of persons who will be attending the scheduled use, the hours of use, the types of weapons and rounds used, and the approximate number of rounds to be used.
2. Ensure that **Norwalk Police Department** participants comply with the operational details herein established by **FCI Danbury** to implement this Memorandum, including **FCI Danbury** rules and policies concerning use of the Range and general institution safety and security, including entry/exit procedures.
3. Provide its own designated certified firearms instructors, safety officer, and/or Training Coordinator to oversee its training and use of the Range and such equipment. This designated instructor / coordinator will be responsible for all activities during the scheduled use. All actual range activities will be conducted under the supervision of a designated certified firearms instructor.
4. Supply its own weapons, ammunition, targets, and safety equipment consistent with the Range requirements.
5. Repair or replace to the satisfaction of **FCI Danbury** and **FCI Danbury** property damage during **Norwalk Police Department** use of the Range.
6. Comply with all environmental laws, regulations and policy governing use of firing range and contribute to any necessary subsequent environmental clean-up attributed to **Norwalk Police Department's** use of the Range.
7. The **Norwalk Police Department** shall designate an employee as Training Coordinator and this employee will conduct all coordination and interaction with **FCI Danbury** for administrative and scheduling purposes. In the event that the Training Coordinator is not present during a training session, the Training Coordinator will designate a certified firearms instructor and/or **Norwalk Police Department** supervisor to serve as the "Acting" Training Coordinator for that training event. The **Norwalk Police Department** Training Coordinator shall:
 - a. prior to each **Norwalk Police Department** use of the Range:
 - i. conduct an inspection, consistent with previous **FCI Danbury** instructions, to ensure the facilities are safe and proper for use by **Norwalk Police Department**

employees. If a defect or hazardous condition is discovered, the facilities shall not be used and the defect or hazardous condition shall be reported immediately to **FCI Danbury**.

- ii. ensure that **Norwalk Police Department** staff utilize the Range only when an **FCI Danbury** escort officer has met with the **Norwalk Police Department** Training Coordinator and all required procedures have been completed.
 - iii. complete the top portion of the Training Coordinator acknowledgment form, attached and incorporated herewith as **Attachment A**.
 - iv. ensure that an authorized representative of **Norwalk Police Department** sign a waiver of liability form, attached and incorporated herewith as **Attachment B**. This waiver of liability is to remain in effect for one year from the date of signing or until rescinded by either party.
- b. meet with **FCI Danbury** contact person on the date and time of the scheduled use to receive an institutional radio and any final instructions on the use of the facilities.
 - c. accompany all **Norwalk Police Department** staff during their use of the training facility and instruct all **Norwalk Police Department** staff on the safe and proper use of the facility and notify **FCI Danbury** staff immediately, via institutional radio, of any emergency or safety related matter.
 - d. upon completion of **Norwalk Police Department** use of the Range
 - i. ensure all equipment, spent and unspent ammunition and munitions are policed, and supplies are removed from the Range.
 - ii. complete the bottom portion of the Training Coordinator acknowledgment form, which is attached and incorporated herewith as **Attachment A** and submit it to the **FCI Danbury** escort officer.
 - iii. notify the **FCI Danbury** contact person via radio that the scheduled use has concluded and meet with him/her for return of the institutional radio and final instruction.
 - iv. promptly report any damage, misuse, or unsafe use of the Range, or any equipment that is in need of repair.
 - v. ensure any property used for the training is cleaned up and all non-instructional items are removed. The Range and the parking lot will be policed, ensuring

all munitions, targets and debris are properly removed.

- e. be familiar with the specific geographic location of the Range in the event an emergency evolves during training exercises.

III. GENERAL PROVISIONS

A. PERIOD OF AGREEMENT/TERMINATION

1. This agreement will become effective upon the date of final signatures of both parties, as designated below, and will remain in effect for a period of five (5) years, or until terminated by mutual agreement or by either party upon thirty (30) days advanced written notice to the other party.
2. This agreement shall remain in effect during the term in office of any succeeding leadership or either party, unless terminated or modified.

B. MODIFICATION PROCEDURES

Either party may propose a modification to this agreement at any time. All proposed extensions and/or modifications will be in writing and will become effective only upon the written agreement of both parties.

C. LIABILITY AND INDEMNIFICATION

1. The **Norwalk Police Department** shall be solely responsible for any administrative actions and/or litigation arising from the use of the Range by its employees.
2. Each party shall notify the other party of claims related to the **Norwalk Police Department's** use of the Range, and each party shall cooperate with the other party in the resolution of administrative actions and/or litigation arising from conduct related to this agreement.
3. Neither party shall be responsible for delays or failures in performance from acts beyond reasonable control of such party, e.g. an institution disturbance; a natural or man-made disaster.

D. ANTI-DEFICIENCY ACT

Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C §1341, or relevant state law, by obligating the parties to any expenditure or obligation in excess or in advance of appropriations.

E. CANCELLATION

Any event is subject to cancellation at the Warden's discretion. Neither the Bureau of Prisons nor **FCI Danbury** will be subject to monetary or other damages resulting from cancellation.

F. DISPUTE RESOLUTION

In the event of a dispute between the parties, the parties agree that they will use their best efforts to resolve that dispute informally through consultation and communication or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

G. THIRD PARTY CLAIMS

This agreement is for the sole and exclusive benefit of the signatory parties and shall not be construed to bestow any legal right to benefit upon any other persons or entities.

IN WITNESS WHEREOF, the undersigned, duly-authorized officers hereby subscribe their names on behalf of **FCI Danbury** and **Norwalk Police Department**.

APPROVED BY:

T. Kulhawik, Chief
Norwalk Police Department

DATE: _____

M. Licon-Vitale, Warden
FCI Danbury

DATE: _____

Al Rauschuber, Chief
Field Acquisition Office, BOP

DATE: _____

TRAINING COORDINATOR ACKNOWLEDGMENT FORM

PCI Danbury

I am the designated training coordinator for the Norwalk Police Department.

I hereby certify that I have received from the Federal Bureau of Prisons instruction on the proper inspection and safe use of the training facilities at PCI Danbury, including the firing range.

I assume responsibility to instruct all Norwalk Police Department participants on the proper use of the training facilities, and to oversee the actual use of the training facilities by each participant.

I have conducted an inspection of the equipment and training facilities, and there is no equipment in need of repair. All safety equipment is in place and in proper working order. I further understand that if I find a defect or discover a condition with respect to the training facilities of which I am not certain that it would be safe to allow the use of the training facilities, I will not allow training to go forward and will notify PCI Danbury of the same.

Printed Name: _____

Signature: _____

Date: _____

Time: _____

As the training coordinator, I certify that at the conclusion of Norwalk Police Department use of training facilities, inspection of the equipment and training facilities revealed no defects or hazardous conditions and

Check One

☐ No unsafe incidents or injuries occurred during the event.

☐ The following unsafe incident or injury occurred during the event: (Attach memo or report describing nature of incident, or injury and describe action taken.)

Printed Name: _____

Signature: _____

Date: _____

Training Coordinator must also sign Attachment B -- Waiver of Liability Form

WAIVER OF LIABILITY
FCI Danbury

In consideration for being granted the privilege of using the Federal Bureau of Prisons ("BOP") training facilities at FCI Danbury, including the firing range, I hereby release and agree to hold as harmless the United States of America, the United States Department of Justice, the Federal Bureau of Prisons, FCI Danbury and its employees and agents from any and all liability for any damage or injury which I may receive while using the aforesaid training facilities from any cause whatsoever. I understand that my non-BOP organization sponsoring this activity is fully responsible for the safe condition of the training facilities and for ensuring the safe use of the training facilities by all non-BOP participants. I understand the Norwalk Police Department acknowledges acceptance of the risk of any injuries or liability that may occur during this activity and that has been conveyed to all of its employees participating in said training. I understand this activity is not sponsored by or associated with FCI Danbury, or the Federal Bureau of Prisons. Further, I and Norwalk Police Department employees understand that using the training facilities is an inherently dangerous activity. Norwalk Police Department employees have agreed to fully waive all claims against the aforesaid parties for any injury that may be sustained while using the FCI Danbury training facilities, and Norwalk Police Department assumes all risk of its employees participating in the said training and am fully aware that personal danger could be involved. It is understood these training may not be inspected by Bureau of Prisons officers on a daily basis, and that they should be inspected by the training participants to make themselves aware of any hazardous conditions prior to use. The Norwalk Police Department shall not use the training facilities if a defect or hazardous condition exists and shall immediately report any defect or hazardous condition to the BOP contract person.

This release of liability and agreement by me and conveyed to all Norwalk Police Department participants to the United States Department of Justice, the Federal Bureau of Prisons, FCI Danbury and its employees and agents shall so apply to any right of action that might accrue to Norwalk Police Department employees. By signing this waiver, I agree that Norwalk Police Department employees will abide by all posted safety rules, and all known Bureau of Prisons policies regarding institution access, security and safety, and use of the training facilities. This Waiver of Liability is to remain in effect for one year from date of signing or until rescinded by either party.

PLEASE PRINT: Agency Name: Norwalk Police Department

Representative's Name: _____

Signature: _____

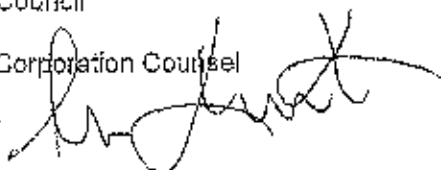
Date: _____

Memo

2019-26

To: Members of the Common Council

CC: Darin Callahan, Assistant Corporation Counsel

From: Chief Thomas E. Kuthawik 

Date: September 4, 2019

Subject: **Private Property Police Training Right of Entry and Access Agreement**

The Norwalk Police Department ("NPD") is committed to assuring that our officers receive the finest training available. This is especially important as it relates to our specialized units such as our Emergency Services Unit – Tactical Response Team. These officers receive highly specialized training which often requires facilities suitable to provide real life condition scenario training.

Increasingly, the NPD is being approached by local land owners and developers who are offering up the use of their property for police training during the brief period between property acquisition and planned demolition activities. Unfortunately, the NPD is generally unable to obtain the necessary common council authorizations permitting the Mayor to enter into right of entry and access agreement⁽¹⁾ with the land owner quickly enough to take advantage of these opportunities.

The NPD wishes to better position itself to maximize available real life condition and scenario training opportunities. The most flexible approach would be for the common council to provide the Mayor with a blanket authorization to execute right of entry and access agreements for police training purposes. Therefore, I am requesting the common council approve the following authorization:

Authorize the Mayor Harry W. Rilling, upon recommendation and advice by the City of Norwalk Corporation Counsel and/or Assistant Corporation Counsel, to enter into no charge agreements for use and access of private property located in the City of Norwalk for police training purposes through the third Tuesday of November, 2021. See, enclosed Memorandum of Thomas Kuthawik dated September 4, 2019.

[1]. While there is no charge associated with these land use offers, land owners typically want the City to enter into a formal agreement in which the City assumes all risk and liability arising from its use of the property. We were recently approached by Matthew Edvardson of SONO TOD 1 LLC with an offer to use 20 Monroe Street and 5 Chestnut Street for training prior to their demolition. Attached hereto is the agreement we were requested to execute in order to access and use the property.

Release of Liability and Indemnity

SONO TOD LLC ("TOD") has made certain spaces in 20 Monroe and 5 Chestnut Street, South Norwalk, CT (the "Premises") available to Norwalk Police Department ("NPD") for conducting its Forcible Entry Class, training program and training scenarios for policemen on _____. In consideration of NPD's use of the Premises, I, as a duly authorized agent of NPD, expressly agree, on behalf NPD, their respective heirs, executors, administrators, successors and assigns, that TOD and its insurers, directors, managers, members, officers, employees and agents (collectively, the "TOD Indemnitees") shall not be liable for any damages, claims, actions, losses or expenses, arising from personal injuries (including death) sustained by faculty, students, trainees, officers or any other individual (the "NPD Users") on, or about the Premises, or as a result of the use of the Premises by NPD, regardless of whether such injuries result, in whole or in part, from the negligence of TOD.

NPD hereby accepts and assumes full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to any NPD User, and NPD or to the Premises, on behalf of itself and all NPD Users hereby fully and forever release and discharge each TOD Indemnitee, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of the Premises by NPD and any NPD User. NPD promises not to sue any TOD Indemnitee in connection with any liability or claims of whatsoever nature, known or unknown, which the undersigned had, now has or hereafter may have, directly or indirectly, derivatively or otherwise, relating in any way to use of the Premises by NPD or any NPD User.

Prior to utilizing the Premises, NPD shall provide TOD with evidence that (i) the undersigned maintains in effect general liability insurance of not less than \$5,000,000 per occurrence and covering third party claims and property damage, bodily injury and death (including passenger liability) and premises liability, and (ii) TOD and TOD's officers managers, members and agents are named as additional insureds under such liability insurance, and (iii) such liability insurance shall include a waiver of any rights of subrogation against TOD and each of TOD's officers, managers, members, employees and agents.

NPD expressly agrees to indemnify and hold TOD, and each TOD Indemnitee harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by any NPD User. NPD agrees to be solely responsible for safety and well-being of each NPD User and understands that TOD does not provide supervision, instruction, or assistance for the use of the Premises. NPD understands and acknowledges that TOD does not endorse, sponsor or assume responsibility for the classes, programs and events conducted by NPD.

I HAVE READ THE FOREGOING RELEASE OF LIABILITY AND INDEMNITY AND VOLUNTARILY EXECUTED THIS DOCUMENT ON BEHALF OF NPD WITH FULL KNOWLEDGE OF ITS CONTENT.

Date: _____

Signature: _____

Print Name: _____

Title: _____



CITY OF NORWALK
Norwalk Health Department

To: Common Council, Health Welfare & Public Safety Committee
From: Deanna D'Amore, Director of Health
Re: Grant Authorization
Date: September 23, 2019

- 1) The Health Department will receive one year of funding from the State of Connecticut Department of Public Health through the regional fiduciary Ledge Light Health District in the amount of \$63,288 for public health emergency preparedness for the period beginning July 1, 2019 through June 30, 2020. The Norwalk Health Department's Division of Public Health Emergency Preparedness works to ensure that the City of Norwalk responds effectively to public health emergencies, natural disasters, and bioterrorism events. This mission is achieved through department planning and collaboration, staff and volunteer training, and public education. Additionally, the department conducts exercises and drills with local, regional, state, and community stakeholders in order to practice, evaluate, and improve existing plans.

The specific action that is requested is:

- 5a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from Ledge Light Health District in the amount of \$63,288 for the period beginning July 1, 2019 through June 30, 2020 for public health emergency preparedness.
- 5b. Authorize the Mayor, Harry W. Rilling, to execute and any and all agreements, documents, instruments or amendments as may be necessary to implement the public health emergency preparedness grant for the period beginning July 1, 2019 through June 30, 2020.

Funding will primarily support two part-time staff members.

Memorandum of Agreement
for the DPH Public Health Preparedness Program
By and Between
Ledge Light Health District and City of Norwalk
2019-2020

Ledge Light Health District, hereinafter referred to as "LLHD" and referenced as the "Contractor", acting by Stephen Mansfield, its Director of Health and City of Norwalk, hereinafter referred to as "NORWALK" and referenced as the "Subcontractor", acting by Harry W. Rilling, its Mayor, do mutually agree to the following as outlined in this Memorandum of Agreement.

The funding of this agreement is based on the Region 4 Public Health Preparedness (PHP) Program Grant Contract Log #2019-0231 from the Connecticut Department of Public Health hereinafter referred to as the "DPH and Department" to the LLHD.

SCOPE OF SERVICE

1. The subcontractor, where applicable, shall participate in the following PHP activities:
 - a. The Subcontractor shall strengthen medical countermeasure and non-pharmaceutical interventions preparedness as follows:
 - i. Collaborate with the Contractor on the development of a regional MDA Plan and MYTEP;
 - ii. Participate in the workshops and exercises pursuant to the MDA's regional MYTEP including but not limited to:
 - 1) As directed by the regional MYTEP, activate and operationalize twenty percent (20%) of the Region's PODs by conducting operation drills as follows:
 - i) Staff Notification and Assembly
 - ii) Site Activation
 - iii) Facility Set-Up
- Record drill data on the standardized forms available on the Department's website at: <https://portal.ct.gov/DPH/Public-Health-Preparedness/Main-Page/Medical-Countermeasures> and submit to LLHD, cdragoo@llhd.org.
- 2) In concert with the state-wide full-scale exercise, collaborate with the most populous city in the MDA Region and conduct a mass dispensing full-scale exercise by April 1, 2021.
 - 3) Participate in two TTXs to be conducted by June 30, 2024. One TTX will be focused on Anthrax and one TTX will be focused on response to pandemic influenza.
 - 4) Participate in a pandemic influenza functional exercise, focusing on vaccination of at least one critical workforce group by June 30, 2024.
 - 5) Respond to and support MCM distribution and dispensing (MCMDD) for all-hazards events such as a terrorist attack, an influenza pandemic, or a high impact disease such as Ebola or Zika virus.

- b. On an annual basis, the Subcontractor shall review and complete the following descriptive and demographic forms no later than twenty (20) days prior to the scheduled MDA Region MCM ORR and pursuant to the Public Health Emergency Preparedness ORR Guidance document located at https://www.cdc.gov/cpr/readiness/00_docs/CDC_ORR_Guidance_September2018_Final_508_9.11.18.pdf and submit to the Department via DCTPHER or if applicable, the Department's electronic secure file transfer platform.
 - i. POD Form
 - ii. Jurisdictional Data Sheet
- c. In collaboration with the Contractor, the Subcontractor shall participate in the MDA Region MCM ORR.
- d. In collaboration with the Contractor, the Subcontractor shall participate in quarterly MCM Action Plan meetings and provide written or verbal feedback that will inform the development of quarterly MCM Action Plans.
- e. On an annual basis and in collaboration with the Contractor, the Subcontractor shall participate in the development of the Region's MYLHP through meetings and providing written and verbal feedback.
- f. On an annual basis, the subcontractor shall demonstrate the establishment of emergency operation coordination systems as follows:
 - i. Conduct quarterly call-down drills as scheduled by the Department;
 - ii. Create or update local health director and staff user accounts on the latest version of WebEOC;
 - iii. Utilize and integrate WebEOC into local emergency preparedness plans and exercises; and
 - iv. Maintain a Public Health Emergency Response Plan (PHERP) and associated annexes.
- g. The Subcontractor shall demonstrate competence with responding and reporting essential elements of information (EEI) as follows:
 - i. Participate in Web EOC reporting; and
 - ii. Comply with reporting directives requested by the Department's Commissioner or the Department's Office of Public Health Preparedness and Response relating to public health disasters, events and emergencies occurring in their jurisdiction.
- h. The Subcontractor shall attend a minimum of 75% of their respective ESF8 Region's monthly meetings and annual statewide HCC Meetings including associated workgroups.
- i. When changes occur to the status of POD and LDS sites, the subcontractor shall report those changes immediately to the Department's SNS Coordinator and the Contractor. Status changes include the following:
 - i. Facility name, address, status as primary, secondary, tertiary, or alternate;
 - ii. Contact information for MDA staff authorized to sign for deliveries of MCM or medical material from the CL DPH or vendors;

- iii. Two 24/7 voice telephone number and one facsimile number for communication between state and POD emergency management leadership;
 - iv. Annually updated population numbers served by PODs including potential seasonal fluctuations affecting the jurisdiction; and
 - v. Changes to LDS information that may impact the receipt of SNS. Updates are recorded on a LDS Survey that is provided by the Department to local health departments/districts where LDSs are located.
 - j. The Subcontractor shall complete 24/7 Coverage forms provided by the Department and submit to the Department at hcc.dph@ct.gov and [llhd.org](mailto:cdragoo@llhd.org) within 30 days of execution of this subcontract.
 - k. The Subcontractor shall provide verbal or written feedback to the Contractor that informs the development of a regional Jurisdictional Risk Assessment.
2. The subcontractor, where applicable, shall participate in the following MRC Unit activities:
- a. Attend and participate in meetings of the Statewide MRC Advisory Council, and
 - b. Participate in quarterly MRC meetings within the ESF8 Region to discuss, plan, coordinate, and implement the following:
 - i. Standardize MRC volunteer training opportunities for new and existing volunteers across the ESF8 Region;
 - ii. Activate protocols and request processes to be shared with all ESF8 partners in the Region;
 - iii. Engage and participate MRC volunteers in at least one exercise, drill or real event each year;
 - iv. Participate in training offered by the Department on the new volunteer management system.
 - v. Utilize the Department's volunteer management system to input MRC volunteer information and credentials.
 - vi. Submit quarterly MRC progress reports using a template developed by the Department and submit to L.L.H.D., cdragoo@llhd.org

SUBCONTRACTOR REPORTS AND REPORT SCHEDULE

- 1. The Subcontractor shall submit periodic Programmatic Progress Reports and Financial Expenditure Reports to the Contractor:
 - a. The Programmatic Progress Reports shall describe the activities conducted under its subcontract.
 - b. The final Programmatic Progress Report due at the end of the Contract period shall be cumulative for the entire Contract year.
 - c. Financial Expenditure Reports shall include all expenditures incurred in the provision of subcontracted services.
 - d. The final Financial Expenditure Report shall not include any unpaid obligations.

- e. Programmatic Progress Reports and Financial Expenditure Reports shall be submitted to the Contractor according to the following schedule for each year as follows:

REPORTING PERIOD	REPORTS DUE BY
July 1 – September 30	October 15
October 1 – December 31	January 15
January 1 – March 30	April 15
April 1 – June 30	July 15

- f. Unless approved by the Department:
- All activities and requirements identified in this contract shall be included verbatim in the subcontract executed between the Contractor and subcontractor.
 - All requests for modification of subcontractor deliverables or deviation from the activities and requirements included in this contract shall be submitted in writing to the Department for approval prior to execution with any subcontractor.
- g. Subcontractor compliance with deliverables and reporting requirements shall be monitored and shall be considered in subsequent decisions regarding Department funding of the subcontractor under this contract, at the sole and final discretion of the Department.
- h. Subcontractors receiving such funds shall only use such funds for preparedness activities as identified in this contract.
- i. The Contractor may utilize excess funds unexpended by subcontractors for MDA planning functions, or to fulfill regional activities that directly align with the CDC Public Health Preparedness Capabilities: National Standards for State and Local Planning (2018) or the latest version of such publication.
- j. The Contractor shall provide the Department with copies of each such fully executed subcontract upon request.

PROGRAM REPRESENTATIVES

NORWALK hereby designates, Deanna D'Amore, its Director of Health as its program representative.
 LLHD hereby designates Catherine Dragoo, its Grant Manager as its program representative.

COMPENSATION

NORWALK shall submit all quarterly reports to LLHD, cdragoo@llhd.org.

Program Budget	Amount
PHEP	\$ 63,288

NORWALK shall expend funds within the contract period and in accordance with the applicable **Approved Budget**. This contract includes Federal Financial Assistance (CFDA #93.069 for Local Health Departments and #93.889 for Medical Reserve Corp Funding) and therefore such funds are subject to the Federal Office of Management and Budgets (OMB) Cost Principles.

PAYMENT SCHEDULE

NORWALK shall be subject to conditions outlined in this agreement and payments are subject to DPH approval of quarterly Programmatic Progress Reports, associated deliverables and Financial Expenditure Reports.

LLHD shall provide quarterly payments after receipt of and approval of scheduled reports and all deliverables or services as submitted by NORWALK, and in an amount equal to the amount of expenditures reported and approved.

LLHD shall have the right to inspect, to the extent deemed necessary by the LLHD, all work and records in connection with the Memorandum of Agreement.

LLHD reserves the right to reduce payments and withhold funding for NORWALK in which NORWALK has not submitted or completed required deliverables, or has not submitted required reports or audits, or has submitted reports that have not received CT DPH approval, or has submitted reports that do not support the need for full payment, provided that notice thereof shall have been given to NORWALK in a reasonable time to correct any such deficiencies that might have been identified by DPH or LLHD.

COMPLIANCE WITH DEPARTMENT REQUIREMENTS

NORWALK shall comply with all DPH subcontract requirements as outlined in the **LLHD Contract with DPH** and will submit supporting documentation to LLHD.

NORWALK shall comply with the Office of Policy and Management (OPM) Cost Standards and meet audit standards. Should material findings be noted, NORWALK shall submit the Audit Management Letter and corrective response to the findings.

NORWALK shall be liable for any contract or financial audit exceptions and shall return all funds that have been disallowed upon review of such audit, or as provided under the provision of DPH Contract Log #2019-0231.

INSURANCE REQUIREMENTS

NORWALK agrees that while performing services specified in this Agreement, NORWALK shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the LLHD and the State of Connecticut from any insurable cause whatsoever. If requested, a certificate of such insurance shall be filed with LLHD prior to the performance of services.

PERSONNEL

It is mutually agreed that NORWALK is an independent subcontractor and this Agreement is for services and not a contract for employment and that, as such, NORWALK shall not be entitled to the benefits by the LLHD such as worker's compensation, pension, retirement benefits or sick leave.

DEFAULT OR BREACH OF AGREEMENT

In the event either party is in default or breach of the terms of this Agreement, the non-defaulting or breaching party shall have the right to pursue any and all remedies available to it against the defaulting or breaching party in law or in equity.

TERMS OF AGREEMENT

The term of this Agreement shall be effective July 1, 2019 through June 30, 2020 and shall not exceed \$63,288 for PHEP.

The terms of this Agreement are understood and accepted by:

Stephen Mansfield, RS, MPH
Director of Health
Ledge Light Health District

Harry W. Rilling
Mayor
City of Norwalk

Date

Date

VII.B

Burney, Ray

To: Personnel Committee
Subject: Norwalk Town Clerk Compensation

Earlier this year, the Common Council approved a change in the City Pay Plan regarding the Registrar of Voters. Previously, the ROV received a salary adjustment every two years, on December 31 of the election year. The Common Council approved a change in the salary adjustment schedule for the ROV, and now the ROV salary will be adjusted every July 1 at the same rate that the Ordinance employee schedule is adjusted. So if the Common Council approves an across the board adjustment to the Ordinance employee pay schedule on July 1, 2020, the ROV current annual salary of \$61,627 will be adjusted at the same rate.

The prior City Pay Plan treated the Town Clerk in the same manner as the ROV by only making adjustments every two years. Norwalk Town Clerk's current annual salary is \$93,858 and that salary has been the same since 12/31/17. The City Pay Plan provides that this annual salary for the Town Clerk will be adjusted to \$98,340 on 12/31/19. There are no provisions for future salary adjustments for the Town Clerk position.

In order to have a City Pay Plan that is consistent and equitable, the Town Clerk position should be treated in a similar manner as the ROV. That is, after the 12/31/19 salary adjustment, the salary for the Town Clerk should be adjusted on each subsequent July 1 at the same rate as the adjustment for the ROV.

Ray Burney
Director of Personnel and Labor Relations
City of Norwalk
125 East Ave.
Norwalk, CT 06851
Office: (203) 854-7724
Cell: (203) 984-8591



VII. C



Memorandum

October 2, 2019

To: Common Council
Mayor Rilling
Frances DiMeglio, Chair, Planning Commission

From: Steve Kleppin, Planning & Zoning Director

Re: Plan of Conservation & Development (Citywide Plan), Chapter 9 Edits

As you will recall, at your September 24th meeting, Council unanimously approved the 2019-2029 Citywide Plan with amendments. Unfortunately, on that same date we received late comments from the Harbor Management Commission (Harbor), in addition to what was previously discussed and considered. I thought it was best for you to have a chance to review these changes and vote separately on the modified Chapter 9. I have provided the modified Chapter 9, as well as copies of the new figures referenced in the section. Please note, those figures will be incorporated into the Plan similar to the other Plan figures.

The red text contains the modifications submitted by Harbor on the 24th. It is important to note that CT DEEP has seen the latest modifications proposed by Harbor and agrees that they are acceptable for inclusion. Staff has no objection to their inclusion. Similar to the other modifications, I would classify them as clarifications and wordsmithing.

You'll have to excuse the formatting of the document you're reviewing. The consultant will format this text, consistent with the rest of the Plan, once the final changes have been approved.

Feel free to reach out to me with any questions.

END

Certified Resolution of the Norwalk Common Council

2019-2029 Plan of Conservation & Development (Citywide Plan)

WHEREAS, the **Common Council** of the **City of Norwalk** met on **September 24, 2019** and unanimously adopted the **Norwalk Citywide Plan: 2019-2029, Plan of Conservation and Development, with modifications.**

WHEREAS, additional modifications were submitted by the Harbor Management Commission that were not reviewed by the **Common Council**.

WHEREAS, the additional modifications were also submitted to CT DEEP for review and CT DEEP determined that the proposed modifications were acceptable for inclusion in Chapter 9.

WHEREAS, Planning and Zoning staff also reviewed the proposed modifications and also determined that they were acceptable and recommends their inclusion in the Plan.

WHEREAS, the **Common Council** of the **City of Norwalk** met on **October 8, 2019** and adopted the following resolution by the vote of ____ to ____:

- (1) THEREFORE, BE IT RESOLVED, that the **Common Council** of the City of Norwalk recommends adoption of the **modified Chapter 9** for inclusion in the **Norwalk Citywide Plan: 2019-2029, Plan of Conservation and Development.**
- (2) BE IT FURTHER RESOLVED, that the Common Council authorizes **Mayor Harry Rilling** to sign the **Norwalk Citywide Plan: 2019-2029, Plan of Conservation and Development**, after:
 - a. the Planning Commission has incorporated the modifications approved by the **Common Council** on **September 24, 2019** and the modified Chapter 9; and
 - b. the Planning Commission has approved the plan.
- (3) Be it further resolved that the **Norwalk Citywide Plan: 2019-2029, Plan of Conservation and Development**, be effective upon the signature of the Mayor.

Attested to by:

Name: _____

Title: _____

(City Clerk)

Date: _____

Bell Island Flooding during Hurricane Irene



Source: David Popoff

CHAPTER NINE

Coastal Resources & Resilience

A. NORWALK'S COASTAL RESOURCES IN AN ERA OF CHANGE

Norwalk's identity continues to be deeply connected to its history and evolving relationship to Norwalk Harbor and Long Island Sound. Norwalkers benefit from the environmental, economic, recreational, and cultural benefits of this close relationship to the coast and harbor. **Through its Municipal Coastal Program embodied in the POCD and Zoning Regulations and through its Harbor Management Plan, Norwalk manages the beneficial use and conservation of its coastal resources in accordance with the requirements of the Connecticut Coastal Management Act and other pertinent legislation.** In the twenty-first century, we have entered an era of uncertainty because of the trajectory of projected climate change and its impacts on sea level rise. The City must plan to adapt to change while preserving the essential qualities of its coastal identity.

B. COASTAL RESOURCES & RESILIENCE IN THE VISION & PRINCIPLES

From the Vision

- **Norwalk Harbor remains a major center of water-based activities on Long Island Sound**, providing opportunities for recreation and commerce: public access for recreation and education, recreational boating, commercial shellfishing, and other vital economic, environmental, and cultural values and opportunities.
- **We are committed to energy- and resource-efficiency, as well as to pursuing solutions and adaptations to the expected impacts of projected climate change and sea-level rise**—coastal and inland flooding, extreme storms, extreme temperatures, and drought.

From the Principles

- **Practice sustainability and resilience.** Make Norwalk a model green and clean community through energy- and resource-efficiency, preservation of open space and habitat networks, and adapting to climate change.

C. GOALS & POLICIES

Goals	Policies
COASTAL MANAGEMENT	
Use of harbor and coastal resources is balanced with environmental resource protection.	• Continue to support implementation of Norwalk's Harbor Management Plan. • Ensure consistency between the Harbor Management Plan and this citywide plan/POCD so that changes to one are consistent with the other. • Continue to support implementation of Norwalk's Municipal Coastal Program and apply the Coastal Site Plan Review Process in the most informed and effective manner.
Environmental resources within and adjacent to the Coastal Management Area are protected and enhanced.	• Support resource protection and integration with protections upstream.
Water-dependent uses continue to operate and expand in Norwalk Harbor and on the coast.	• Support continued operation of shellfishing and recreational boating facilities and uses (including boat storage, berthing, repair, and maintenance facilities), and other commercial and industrial water-dependent uses on suitable waterfront properties, as well as facilities and uses that support and provide opportunities for public access to the Harbor. of the harbor and coast.
The public has access to the harbor and coast.	• Enhance public access to the water.
RESILIENCE	
Norwalk plans for and adapts to climate change.	• Support proactive measures to adapt to climate change.

CURRENT CONDITIONS, KEY FINDINGS & CHALLENGES

Coastal Resources & Management¹

The Norwalk coast is highly valued by residents and provides many environmental, economic, cultural benefits and opportunities.

- **Connecticut Coastal Management Act (CCMA) and Norwalk**

Passed in 1979 (CGS, Sections 22a-90 to 22a-112), the CCMA is administered by CT DEEP, the State Department of Energy and Environmental Protection. CCMA sets out state goals and policies for use and conservation of coastal resources, but local planning and zoning has most of the responsibility for implementation.

- The CCMA sets a coastal management boundary that marks the area where coastal site plan review is required. The boundary is the most inland line of the following: 1,000 feet from the mean high-water line, 1,000 feet from the inland boundary of state-regulated tidal wetlands, or the inland boundary of the 100-year (0.1% probability) floodplain. The Coastal Management Area, therefore, extends further inland than the word “coastal” might imply.

- Norwalk was permitted to modify the coastal management boundary to follow the nearest street, lot line or other boundary that would include the coastal management boundary. This line appears on the official Building Zone Map.

- The Norwalk Coastal Management Area includes both the zone that appears in the zoning regulations and the navigable and intertidal waters of Norwalk Harbor. It comprises about 22 miles (not including island shorelines) and includes parts of Rowayton, South Norwalk, Norwalk Center, and East Norwalk. *The area of the Five Mile River Harbor shared with Darien, within the City of Norwalk, is part of the Norwalk Coastal Management Area and Norwalk Harbor, but is subject to the jurisdiction of the State of Connecticut Five Mile River Commission, established by Special Legislative Act.*

¹ Much of this discussion is supported by the information presented in the white paper, “Proposed Coastal Vision”, dated May 1, 2018 February 2019 prepared by the Norwalk Harbor Management Commission, Coastal Management Report, Norwalk, Connecticut, which also sets forth recommended coastal management goals and strategies, consistent with the provisions of the Norwalk Harbor Management Plan, for inclusion in the POCD. ~~advocates the policies and goals set forth in the Norwalk Harbor Management Plan.~~



• Harbor Management & Norwalk

In 1984, the Harbor Management Act (CGS section 22a-113k to sections 22a-113t) authorized the establishment of municipal Harbor Management Commissions to create plans for use of their harbors. In 1986, the City of Norwalk established the Norwalk Harbor Management Commission (NHMC) (Chapter 69, Article III of the Code of the City of Norwalk).

• The Harbor Management Plan was approved by the State, and the Common Council adopted it in 1990, with adoption of revisions in 2009. The citywide plan/POCD, together with the City's zoning regulations affecting the Coastal Area Management area, constitute Norwalk's state-approved Municipal Coastal Program. In February 2019, the NHMC created, as part of the POCD planning process, a Coastal Vision document. The Harbor Management Plan and the Coastal Vision document is are incorporated in this POCD update by reference.

• The Harbor Management Plan establishes the Coastal Vision document outline the goals and policies for beneficial use and conservation of the Norwalk Harbor Management Area; the Coastal Vision document sets forth proposed goals and strategies for coastal management in the Coastal Area Management (CAM) Area covered by the POCD. (The Harbor Management Area delineates the jurisdiction of the NHMC and Harbor Management Plan, and includes all of Norwalk Harbor as defined in the City Charter with the exception of the Five Mile River Harbor which is subject to the authority of the Five Mile River Commission. The CAM Area is the area of municipal jurisdiction within which the provisions of the Connecticut Coastal Management Act apply, including Norwalk Harbor and the Norwalk Coastal Zone defined in the Norwalk Building Zone Regulations.)

• Guiding principles of the Norwalk Harbor Management Plan are:

- Maintain public safety
- Protect coastal resources and environmental quality
- Support appropriate beneficial uses of the Harbor Management Area and waterfront, including water-dependent uses and public

access to the Harbor.

• The goals listed in the 2019 Coastal Vision are:

1. Recognition of coastal resources and values
2. Active and coordinated management of coastal resources
3. Viable water-dependent uses and facilities
4. Conservation and enhancement of coastal resources
5. Protection and enhancement of water quality
6. Sustainable economic growth and development
7. Public access to Norwalk Harbor
8. Public health, safety, and security
9. Coastal resiliency
10. Preservation and enrichment of community character
11. Public interest, support, and participation
12. Effective response to changing conditions

• Application Review by the Norwalk Harbor Management Commission (NHMC)

Pursuant to the General Statutes and Norwalk Code, the NHMC reviews, for consistency with the Norwalk Harbor Management Plan, development proposals affecting the real property on, in, or contiguous to the Harbor Management Area received by the Planning and Zoning commissions and other City agencies, including applications for coastal site plan review and proposals for new or amended City plans, regulations, or ordinances. In accordance with Sec. 22a-113p of the General Statutes and Sec. 69-21 of the Norwalk Code, a 2/3 vote of the referring City agency (including the Planning Commission and Zoning Commission), is required to approve a proposal that has not received a favorable recommendation from the NHMC. In addition, the NHMC reviews applications for projects subject to state and federal coastal regulatory programs, including structures, dredging, and fill proposals requiring approval from DEEP. Pursuant to Sec. 22a-113n of the General Statutes, a recommendation of the NHMC that is consistent with and adequately supported by the Harbor Management Plan with respect to a proposed project shall be binding on any official of the state when making regulatory

decisions or undertaking or sponsoring development affecting the Harbor Management Area, unless such official shows cause why a different action should be taken.

- **Coastal Site Plan Review**

Through the municipal process of Coastal Site Plan Review (CSPR) mandated by the CCMA, the City reviews land-use plans and applications affecting property within the area bounded by the coastal boundary line shown on the Building Zone Map. Activities or projects subject to CSPR are defined in Sec. 22a-105(b) of the Connecticut General Statutes and the City's Coastal Zone regulations established in the Building Zone Regulations. The Zoning Commission, Planning Commission, and Zoning Board of Appeals conduct coastal site plan reviews to ensure that the potential adverse impacts of the proposed activity on both coastal resources and future water-dependent development activities are acceptable, and to otherwise assure the consistency of a proposed project with the coastal management provisions set forth in the POCD and CCMA.

- **Coastal Environmental, Economic, & Recreational Resources**

Norwalk's coastal land and water resources include tidal waters and embayments, intertidal flats, tidal wetlands, beaches, floodplains, marine animals and shellfish, and the Norwalk Islands. Upland coastal resources include "developed shorelands" and "urban waterfront" areas.

- **Wetlands & Intertidal Flats**

Wetlands and intertidal flats provide food for crabs, shellfish, finfish, snails and worms in the wetlands, the Harbor, and Long Island Sound, as well as habitat for birds. Wetlands and intertidal flats also improve water quality by filtering and acting as a sink for pollutants.

- **Harbor Watch Monitoring**

A nonprofit, educational organization, Harbor Watch, teaches students and adult volunteers to monitor indicators in the Norwalk River. There are 3 sites on the Norwalk River in the city that are monitored year-round. In addition, 8 continuously-flowing storm drain outfalls are monitored for indicator bacteria. Trawling trips study

Norwalk Harbor for juvenile benthic (living at the bottom) fish abundance and species richness.

- **Shellfish Resources & the Shellfish Commission** The natural features of Norwalk Harbor, including its estuarine environment, tidal wetlands, extensive areas of intertidal flats, and the presence of the Norwalk Islands, which shelter much of the Harbor from waves generated in Long Island Sound, provide shellfish habitat of especially high resource value. Norwalkers have harvested oysters, clams, and other shellfish for centuries. In the nineteenth century, Norwalk had the largest oyster fleet in the world. The shellfishing industry continues to be important. Norwalk Harbor's shellfish resources provide uncommonly high economic and recreational values in the State of Connecticut, supporting a viable interstate shellfishing industry that generates significant local and statewide economic benefits. The Norwalk Shellfish Commission is charged with enhancing shellfish resources and shellfishing opportunities.

It has the principal authority and responsibility for managing Norwalk's shellfish resources, including shellfish populations and the habitat required for those populations to grow and thrive. There are designated shellfish grounds in the harbor for general public use and private shellfish grounds where commercial businesses have the exclusive rights to raise and harvest shellfish.

- **Norwalk Islands**

As discussed in Chapter 8, the Norwalk Islands, variously owned by municipalities, the federal government, and private entities, provide exceptional habitat and are on the Atlantic Flyway for migratory birds. In the case of extreme storms, the Norwalk Islands can mitigate the impacts of storm surge.

- **Norwalk River Watershed**

The Norwalk River flows into the harbor, Coastal Management Area, and Long Island Sound. Stormwater sends pollutants from the river's watershed (and that of the Five Mile River) into the estuary and Long Island Sound, making stormwater management in the watershed essential to a healthy environment and habitat in the harbor and the Sound.

The city has taken multiple steps to improve water quality, including upgrading catch basins and drainage piping, placing placards on catch basins to alert the public that what gets put into the catch basins ends up in the Sound and removing sediment from the street and catch basins. Further information on city efforts can be found in Chapter 11, *Public Facilities, Infrastructure & Services* and within the 2018 MS4

Annual Permit:

<https://www.norwalkct.org/1734/Stormwater-Management>

- **Boating**

Harbor facilities in 2018 included: 14 commercial marinas; 13 private clubs; and 1 port terminal.

There are 1,800 berthing spaces and 500 mooring locations for recreational vessels, meeting demand for space. The marinas and clubs also have many boats in storage racks and the City's boat launch at Veteran's Memorial Park (David S. Dunavan Boating Center) serves more than 3,000 trailered boats annually.

Considering the interest in developing around waterfront property and the potential future demand for boat and marina space, the City should evaluate the existing and potential economic impacts boating has on the community, from an employment, revenue and tourism standpoint.

- **Waterborne Commerce**

Shellfishing and barge shipments of sand and gravel constitute the major commercial use of the harbor. The most important Water dependent commercial uses are located in the **South Norwalk Marine Commercial area along South Water Street, in the Upper Harbor near Wall Street and along the East Norwalk channel, tidal area.** Norwalk's harbor and private Harbor Harvest project are included in the U.S. Department of Transportation's National Marine Highway System and the Harbor Harvest Project supported by the Connecticut Port Authority.

- **Federal Navigation Project**

The Federal Navigation Project was originally authorized in the late nineteenth century and subsequently modified several times by Congress. The project consists of congressionally-authorized navigation channels and anchorage basins. The most recent three-phase dredging project, by the Army Corps of Engineers during 2005-2014, was funded by \$12 million from Congress, and \$1 million from the State of Connecticut. Maintaining navigable waterways in **Norwalk Harbor is vital to ensuring the viability of water-dependent uses, safe and efficient navigation, and public access to and from Long Island Sound, as well as the present**

integrity of the river boundaries.

- **Public Access, Tourism, & Education**

Public access points include waterfront parks

(Veteran's Memorial, Calf Pasture Park, Shady Beach, Oyster Shell Park, Heritage Park Riverwalk) and the City Marina. The Heritage Park Riverwalk links the Maritime Aquarium and Oyster Shell Park in South Norwalk to the Lockwood Mathews Park and Stepping Stones Museum attractions. The Norwalk Seaport

Association offers ferry access to Sheffield Island Lighthouse park, and private boat owners can access certain island locations for recreation and camping. The Maritime Aquarium is one of the most important tourist attractions in Connecticut and the only aquarium devoted to the study of Long Island Sound. Its research vessel provides year-round educational cruises of the Harbor and the Sound.

- **Manresa Island**

Manresa Island is a 138-acre brownfield site on a peninsula at the southwest edge of Norwalk Harbor. It contains a decommissioned power generation plant and an operating electric sub-station on the more-disturbed southern 46 acres.

Most of the remaining acreage is a natural area with unique and sensitive coastal habitat and rare species. The City of Norwalk and the Manresa Association have funded a study of the site, contamination and remediation issues, and potential future uses. The study is in final preparation at the time of writing this citywide plan. There are many complex issues surrounding the future for this site including:

- Environmental assessments and costs of remediation
- Fiscal status—potential major loss of tax revenue
- Transportation— one way in and one way out
- Resilience — most of the site was underwater during Hurricane Sandy and contaminated soils could migrate off-site during extreme storms and sea level rise
- Need for state regulations to facilitate potential renewable energy use (solar field) of the brownfield site.

The study recommended a mix of potential reuses of the site. The northern 92 acres are recommended for conservation with a remediation strategy of "natural attenuation." This means the

property would be fenced off with no public access except for roadways. There could be the potential for a pathway along the shore, but remediation would be needed. The property could be transferred to the City and/or a land trust. The southern area would require demolition and remediation of the site, which would likely range from \$8 million to \$30 million in cost. Potential uses in different combinations presented in the study include:

- Solar energy production and storage
- Marina and Boat Launch
- Education Facility
- Medium Density Residential Development

The study found that the cost of demolition and site remediation is likely to cost more than \$20 million above the financial viability of redevelopment.

• **Current & Future Issues & Opportunities in the Coastal Management Area**

Because of the importance of the harbor and coast to Norwalk, the concentration of a mixture of land uses in the city's historic centers, revitalization and transportation initiatives, and the attractiveness of activities near the water, the next ten years will see many projects within or adjacent to the Coastal Management Area.

Recent City zoning initiatives have resulted in comprehensive rezoning in and near the South Norwalk Railroad Station and in the West Avenue/Wall Street area. The rezoning was the result of two recently completed redevelopment plans. The rezoning will lead to more density in proximity to transit and increased business development in these two vital areas of the urban core. As part of these changes the City is incentivizing and requiring more greenspace and green infrastructure, which will hopefully reduce the large amount of existing impervious surface within these areas. A reduction in impervious surface will improve water quality in the Sound and reduce the impacts of climate change. Demand in these areas is evidenced by recently completed projects such as Head of the Harbor South, Waypointe, Maritime Village and the SoNo Collection.

This demand for building development also leads

to impacts on the City's infrastructure, from wastewater treatment, to local roads and mass-transit. The City has begun considering these impacts when planning and implementing infrastructure projects. A recent example is the raising of the intersection of Raymond and Day Streets as part of the Washington Village and Ryan Park improvements projects. In addition, the Harbor Management Commission continues to encourage best management practices to reduce stormwater discharges from highway infrastructure into the harbor, such as the recent drainage improvements on CT DOT's Yankee Doodle Bridge.

Among the coastal area locations expected to generate significant development-related opportunities as well as planning issues in the next ten years are the South and East Norwalk TOD districts, Norwalk Center Redevelopment Area, Head of the Harbor area, Cove Marina area, areas affected by the Walk Bridge replacement project, and Manresa Island.

- ~~South Norwalk TOD District~~
- ~~Proposed update of the Norwalk Center (Wall Street/West Ave) Redevelopment Plan~~
- ~~Walk Bridge reconstruction project affecting the Maritime Aquarium, South Norwalk, Liberty Square, East Norwalk~~
- ~~SoNo Collection mill~~
- ~~Head of the Harbor project in the Wall Street area~~
- ~~Yankee Doodle Bridge rehabilitation and I-95 drainage into Norwalk Harbor~~
- ~~Continuing implementation of the Veteran's Park Master plan~~
- ~~Manresa Island reuse planning~~
- ~~Harbor water quality~~
- ~~Adaptation to sea level rise and climate change~~

Resilience and Climate Change Adaptation

The risks of the future are not the risks of the past. Climate change is expected to bring more extreme storm events and precipitation in winter and spring; higher temperatures and more and longer heat waves; summer droughts; and sea level rise. The potential impacts on Norwalk would be more and more damaging floods and winter storms, health impacts of heat, water shortages, regular tidal flooding and long term inundation of coastal areas. In addition to impacts on property, climate change

can also affect the economy, for example, the habitat effects of warming waters

Climate change resilience is the ability of a community to adapt and thrive in the face of extreme events and stresses. This means anticipating risks, planning to limit impacts, implementing adaptation strategies, and planning to limit impacts. Resilience is not the same thing as sustainability, although communities that are more sustainable are also likely to be more resilient.

• **Urban Heat Island**

Although Norwalk is most at risk from flooding, increasing heat can have insidious effects.

Extreme heat causes more deaths every year in the United States than hurricanes or floods.

Urbanized areas have higher average temperatures than rural areas because of more impervious surfaces, more dark surfaces that absorb more solar radiation, less vegetation and evapotranspiration, and more energy use. This is the “urban heat island” effect.

By reducing the amount of impervious surface and implementing green infrastructure requirements, the City can improve water quality in the Norwalk River and Sound by reducing the overall temperature of the water and decreasing the amount of pollutants that enter the waterway. Further information on this can be found in Chapter 8, *Sustainability & the Norwalk Environment*.

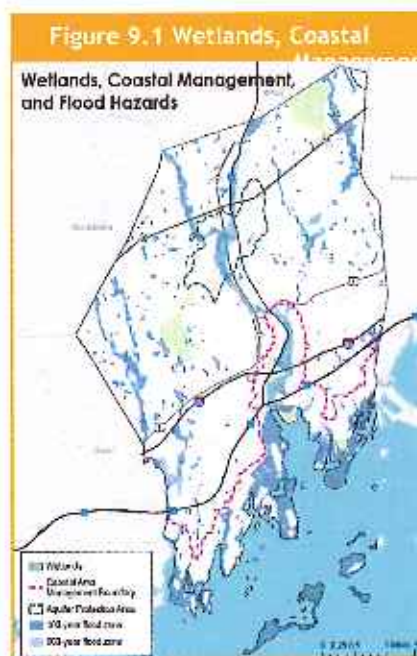
City Actions to Address Coastal Area Issues, FEMA Flood Zone and Sea Level Rise

The City of Norwalk has expended over \$61 million in capital budget funding for the repair, reconstruction and redevelopment of flood prone areas. These investments were made to protect the City from flooding and rising sea levels and to ensure that rebuilding complies with the latest Federal and State flood hazard zone regulations. Among the largest expenditures are the following:

- \$41 million in capital budget funds for upgrades to the Wastewater Treatment Plant and pump stations; along with enhanced enforcement of sanitary sewer system connection permits
- \$10 million in capital budget funds for road reconstruction to raise the elevation of Raymond/Day Streets in South Norwalk

- \$3.5 million in capital budget funding to resolve chronic drainage problems and to implement stormwater management best practices
- \$3.2 million for improvements and repairs to Calf Pasture Beach and Veterans Park.

Since the adoption of the 2008 Plan of Conservation & Development, the Planning & Zoning staff have issued over 500 zoning permits and reviewed more than 300 coastal site plan review applications for properties located in coastal areas; assisting property owners, architects and builders in understanding and responding to changing flood zone elevations and FEMA regulations intended to protect structures from being damaged during flooding events. The staff have advised hundreds of applicants on the importance of proper stormwater management and the need to modify existing buildings to be flood compliant. In addition, the Department of Public Works adopted new stormwater regulations in 2017 and reviews all applications to determine compliance, with specific attention to improving stormwater quality and promoting on site treatment and retention. The City continues to incorporate coastal management principles into its planning in and near the coastal area. This includes the recent adoption of the Wall Street/West Avenue Redevelopment Plan, the Manresa Power Economic Impact Analysis (2018), and the South Norwalk TOD Redevelopment Plan (2016).



- **Flood Vulnerability in Norwalk will Increase**
Updated FEMA flood risk maps were most recently issued in 2013 when sea level rise projections and climate change data were just beginning to affect flood risk information. FEMA maps flood vulnerability into zones which are commonly called “100-year” or “500-year” flood zones. This language gives people the idea that, for example, a 100-year flood only occurs once every 100 years. In fact, this zone means there is a 1% annual risk of flooding—which translates to a 26% likelihood of flooding during the 30 years of a typical mortgage. The “500-year” flood zone has a 0.2% annual risk. Chronic flooding is already an issue with normal storms. Sea level rise and extreme storms will increase flooding risk in coming decades.
- **Land within Existing Flood Zones**
Fourteen percent of Norwalk’s land area is within the 100-year or 500-year flood zone.
 - 100-year flood zone: 2,649 parcels in the zone, including 2,023 residential or mixed-use parcels (76% of total parcels affected).
 - 500-year flood zone: 1,162 additional parcels in the zone, including 851 residential or mixed-use parcels (73% of total).

Norwalk recognizes the vulnerability of coastal properties due to increased flooding. This will only be exacerbated by the seemingly increasing number and frequency of significant storm events. In 2014 the Zoning Commission enacted new standards for properties in the flood zone, requiring that all new construction or substantial improvements (defined as 50% or more of the market value of the structure) construct to one (1) foot above the base flood elevation. In addition, the City has allocated more than \$61 million in capital spending since 2013 to mitigate the effects of flooding. Many roadways within the City, including the aptly named Water Street are prone to frequent flooding. The City needs to prepare a comprehensive Resiliency and Sustainability Plan that provides the outline for measures needed to address these issues.

Figure 9.2 indicates storm surge impacts from hurricanes of differing severity based on current sea levels and floodplains. Impacts are most likely in South Norwalk, Harborview, East Norwalk, and Rowayton.

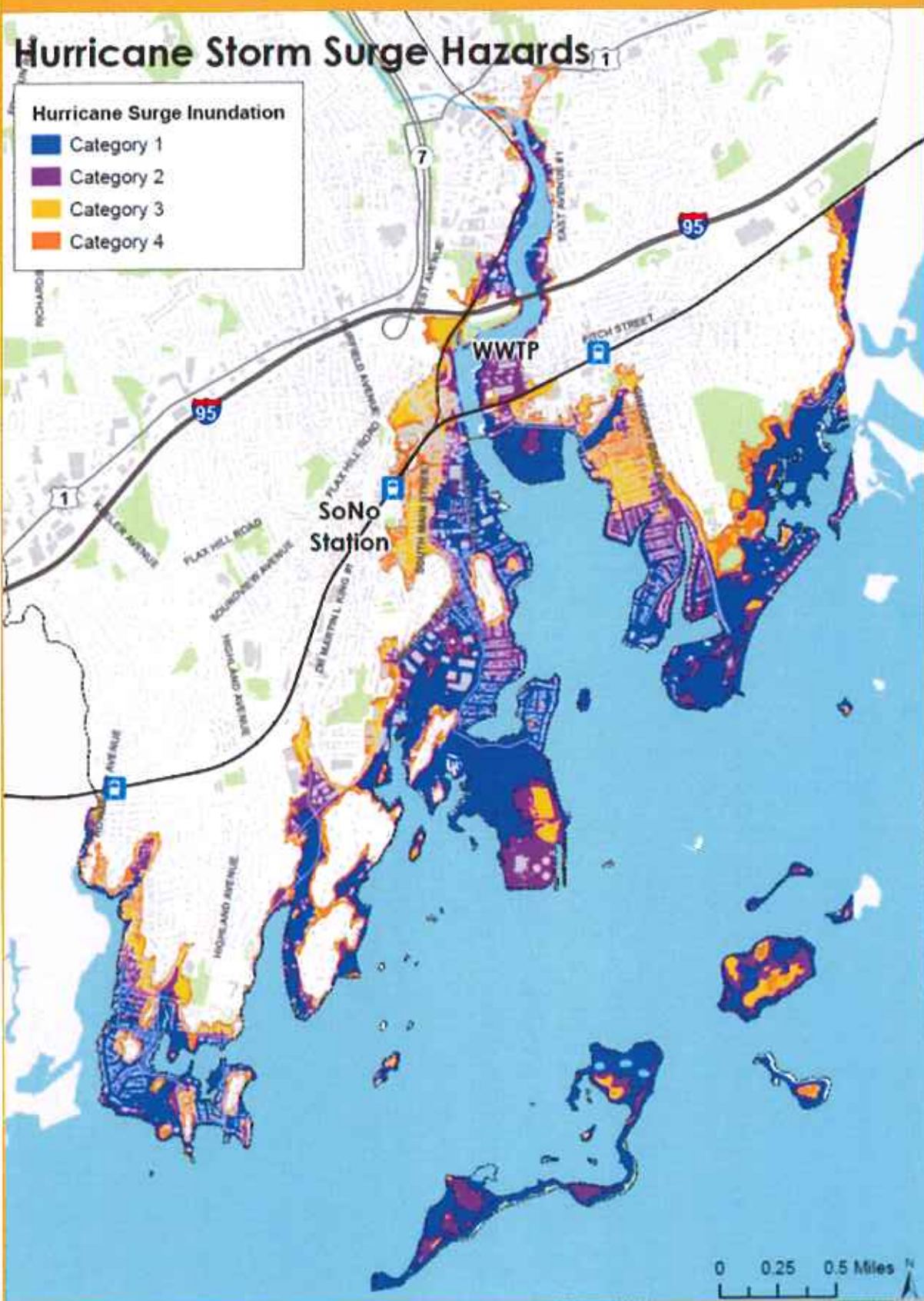
- Category 1 and 2: 2,306 parcels, including 1,792 residential or mixed-use parcels (78% of total).
- Category 3 and 4: 3,219 parcels, including 2,467 residential or mixed-use parcels (77% of total).

- **Critical Infrastructure Vulnerability**

The City’s Wastewater Treatment Plant (WWTP) at Liberty Point would be subject to storm surge from a Category 2 or more intense hurricane. In addition to the WWTP, several pump stations, electrical generation assets and several major access roads to coastal areas are subjects to impacts from storm surge. Further information on critical infrastructure identified in the Natural Hazard Mitigation Plan (<https://westcog.org/wp-content/uploads/2016/05/HIMP-2016-WestCOG-South-Plan.pdf>) can be found in Chapter 11.



Figure 9.2 Projected Hurricane Storm Surge Areas



State Climate Adaptation Research & Activities

The Connecticut Institute for Resilience and Climate Adaptation (CIRCA), a partnership of the University of Connecticut and CT DEEP, is the state-supported research and technical assistance organization focusing on climate change adaptation and sea level rise in Connecticut. It produces research on sea level rise scenarios and reports designed to help municipalities plan for sea level rise. A new report is expected to be issued soon that may be useful for Norwalk:

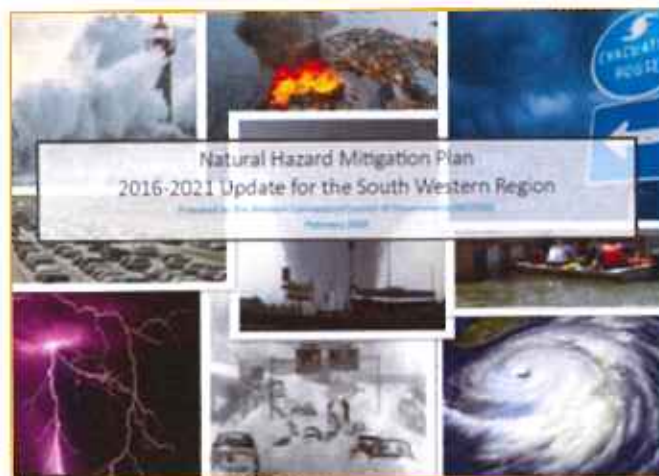
- **Municipal Resilience Planning Assistance for Sea Level Rise, Coastal Flooding, Wastewater Treatment Infrastructure, & Policy**
Tools (methodologies and data) for municipalities in counties affected by Superstorm Sandy will include:
 - Sea level rise projections for Long Island Sound
 - Models and maps of the combined impacts of riverine flooding and storm surge
 - Models and maps of inland flooding under current and future climates
 - 20%, 10%, 5%, 2%, and 1% annual chance flood inundation from storms
 - Evaluation of extreme future climate storm scenarios (category 2 hurricane) against the current 1% (100-year) and 0.2% (500-year) flood inundation levels
 - Vulnerability assessment process for wastewater treatment plants
 - Policy and financing options for resilience projects that may be effective in Connecticut based on a survey of municipal needs
- **The Connecticut Climate Change Preparedness Plan: Adaptation Strategies for Agriculture, Infrastructure, Natural Resources and Public Health Climate Change Vulnerabilities**
("The Preparedness Plan") was published in 2011 and finalized in 2013. The 2013 Preparedness Plan includes a number of goals around developing sea level rise projections; preserving ecosystem services, and modeling inland migration of tidal marshes.

- **Green Infrastructure**
DEEP is working with municipalities to encourage the use of green infrastructure and low impact development (LID) practices to encourage facilitate groundwater recharge. ~~This is also reflected in requirements under MS4 permits, as discussed in Chapter 8.~~ Implementation of green infrastructure can reduce the water temperature and amount of pollutants entering the Sound, which reduces the demand on City infrastructure. Further information on this can be found in Chapter 8, *Sustainability & the Norwalk Environment*.
- **Water Conservation**
The state has provided a model ordinance for water conservation. Less water consumption throughout the City means more natural flow into the Norwalk River and ultimately the Sound, which increases the dissolved oxygen content, improving aquatic habitat. The City should proactively participate with the water companies on long-term water planning for the City. Further information on this can be found in Chapter 11, *Public Facilities, Infrastructure and Services*.
- **Building Code Standards**
New building code standards will include standards to protect against damage from extreme storms, such as flooding and high winds. In addition, the Building Code has been increasingly incorporating energy conservation standards into the Code, which should further benefit the environment, including the Norwalk River and the Sound.
- **Zoning Code Standards**
While zoning codes cannot mandate "green" building practices, the City has begun to incentivize and add bonuses for such items as density, increased building height or reductions in setbacks or parking, if the developer implements green building standards into the development project.

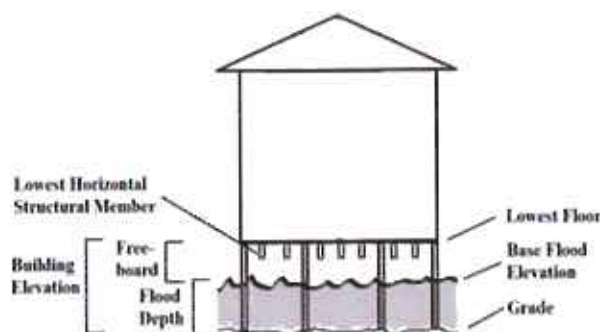
Norwalk Climate Adaptation Actions

Norwalk has building elevation requirements, joined a regional program that helps residents get discounts on flood insurance, and is implementing commitments in the Regional Hazard Mitigation Plan.

- Floodplain building elevation requirements in Norwalk require one foot above Base Flood Elevation (BFE) for new construction or construction worth 50% or more of appraised value. The cost is typically recouped in insurance savings. Elevated buildings can be seen along the coast in Rowayton Village.
- Norwalk is part of a regional Community Rating System (CRS) program for FEMA flood insurance discounts.
- Commitments in the Regional Hazard Mitigation Plan for Southwest Connecticut:
 - Norwalk has added generators in city buildings; created a phone notification system and evacuation plan; established an Emergency Operations Center; developed a public information program; provided City funding for drainage and flood mitigation; and upgraded dam spillways.
 - Priorities for 2019 to 2021 in the plan include: backup generators; sewer and stormwater pumps; establish shelter areas; raise vulnerable pumps; address the vulnerability of the Wastewater Treatment Plant; collaborate regionally on shelter and evacuation plans; and enhance public education on hazards, especially to the most vulnerable populations.
 - Further information on critical infrastructure identified in the Natural Hazard Mitigation Plan (<https://westcog.org/wp-content/uploads/2016/05/HMP-2016-WestCOG-South-Plan.pdf>) can be found in Chapter 11.



Elevated Shoreline House



State Sea Level Rise Guideline for Planning Purposes

A March 2018 CIRCA research paper reviewed evidence on sea level rise scenarios on Long Island Sound in Connecticut.¹ The paper recommended a 2050 projection of 20 inches of sea level rise as reasonable for planning purposes—and sea level rise will continue to increase after 2050. In October 2018, the International Panel on Climate Change (IPCC) issued a report, "Global Warming of 1.5 Degrees C," that discussed the possibility of conditions that might accelerate sea level rise and other impacts. The CIRCA report stated: "If future scientific discoveries require models to be updated then the projections will have to be revised. Similarly, ongoing data collection programs may show that the data-based projections may also require adjustment. This also motivates a periodic reassessment of the planning threshold. Since science moves slowly, and it is likely that a

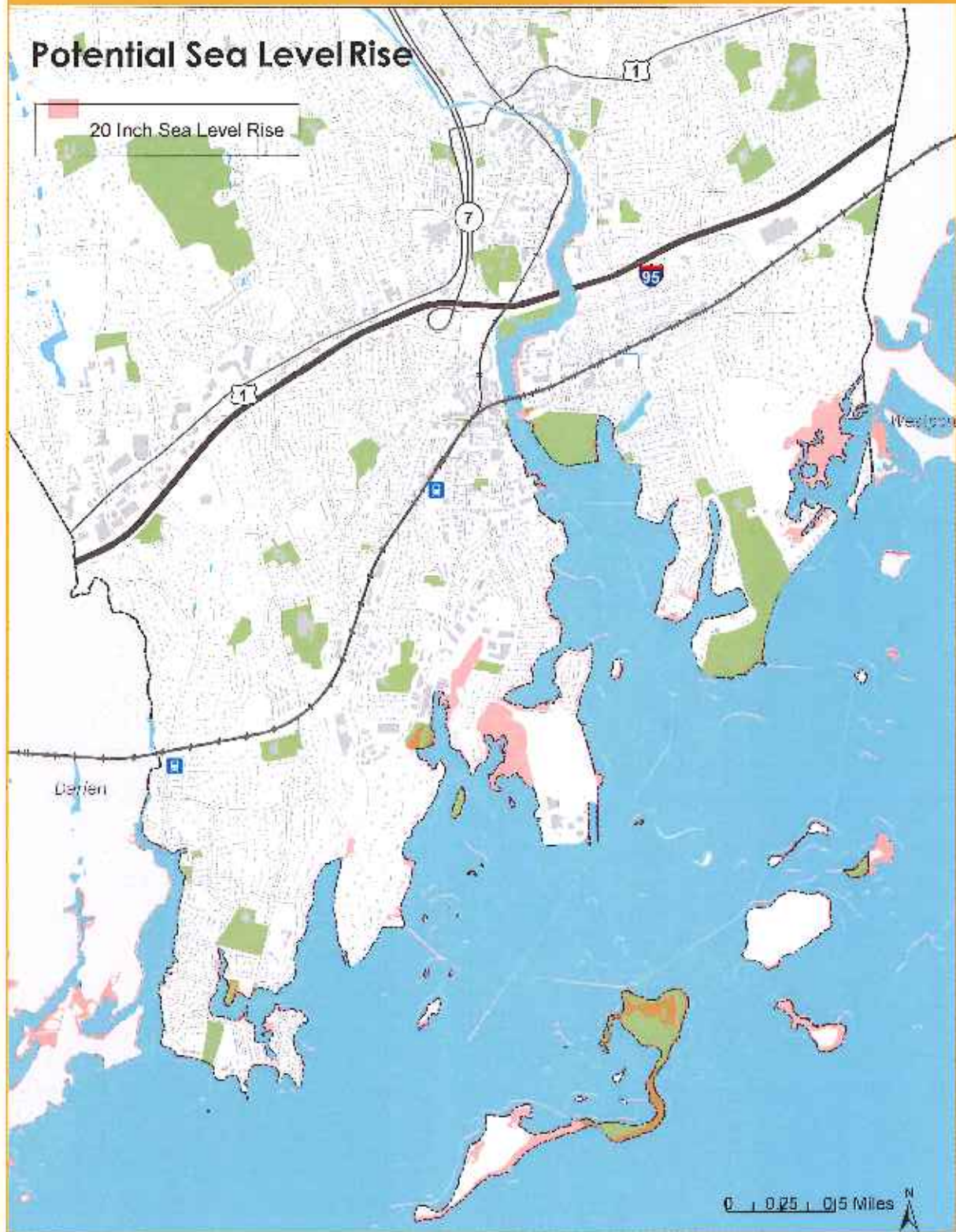
decade of data will be required to detect changes to recent rates of change in mean sea level, updates at 10-year intervals would be wise."

Connecticut Senate Bill 7 Public Act No. 18-82: An Act Concerning Climate Change Planning & Resiliency

State legislators acted on the recommendation in the CIRCA report by passing this act in June 2018. It requires local governments and state agencies to consider the most recent sea-level rise projections in plans for local and state hazard mitigation/preparedness, and conservation and development, starting on October 1, 2019. The law also increases flood-proofing standards for development requiring a minimum of two feet of elevation above the 100-year base flood and any additional elevation needed to account for the most recent sea-level rise projections of the state. The Marine Sciences Division of the University of Connecticut is tasked with updating sea-level rise projections for the state every 10 years.

¹ James O'Donnell, Sea Level Rise in Connecticut, March 27, 2018, www.circa.uconn.edu/2018/03/27/sea-level-rise-projections-for-the-state-of-connecticut-webinar-recording-available

Figure 9.3 Potential Sea Level Rise Areas



Norwalk Sea Level Rise Scenario

As noted earlier, the current sea level rise projection by Connecticut DEEP and CIRCA is 20 inches by 2050. This is the scenario recommended by CIRCA for planning purposes. Figure 9.3 shows the potential impact of a 20-inch rise in sea level in Norwalk. Five hundred sixty-nine properties with a current assessed value of \$1.4 billion would be affected. As currently mapped, the impact on most of these properties would be inundation of existing marshes, small islands and property edges (most currently green or sandy) rather than inundation of many buildings. General locations of inundations are shown below:

Figure 9.4 General Locations of 20-Inch Sea Level Rise Potential Impacts	
East Side of Norwalk Harbor	West Side of Norwalk Harbor
Marshes East side of Shorehaven Golf Club	Marshes Village Creek Northwest side of Manresa Island Southwest of Wilson Avenue Wilson Cove Northeast edge of Wilson Point Farm Creek edges and existing nature preserve
Edges and small locations Gregory Point, Veteran's Park, A few properties south of the Walk Bridge, including the Liberty Square staging area Wastewater Treatment Plant edges Narrow river edges north of I-95	Edges and small locations Edge south of the Walk Bridge A few small locations of water-dependent uses off Water Street Waterside edge of the Shorefront Drive neighborhood Waterside edges of properties on Rowayton Avenue
Islands: small islands such as Hoyt, Cedar Hammock, and Little Tavern would be inundated and portions of larger islands such as Sheffield, Shea, and Tavern Islands would be partially inundated.	

An important facility that is vulnerable to storms and climate change is the city's Wastewater Treatment Plant. The 20-inch sea level rise scenario shows water coming to the edges of the plant. The hurricane storm surge scenarios show impacts for categories 2 and above. A combination of sea level rise and storm surge would intensify the impacts. Resilience planning for the Wastewater Treatment Plant is a critical issue for the city.

Figure 9.4 indicates the frequency of flooding impacts every 30, 60 and 90 days by the year 2050, based on a projected 20" sea level rise by the year 2050. Appendix D contains Figures 9.4 a-c, which depict enhanced versions of the flooding frequency scenarios for East Norwalk, Rowayton and South Norwalk.

Whereas, Figure 9.4 indicates flooding frequency by 2050 due to projected sea level rise and Figure 9.2 shows that potential impacts of storm surge from hurricanes of differing severity, there is no current mapping available that models a 20-inch sea level scenario coupled with storm surge events. Understanding these scenarios will help the city in long-term resilience planning.

INSERT Fig 9.4 HERE

While the 20-inch sea level rise scenario in itself does not affect large numbers of structures, many of Norwalk's marshes and islands would be partially or fully inundated. Today, the marshes and islands play an important role in protecting upland areas by attenuating wave action and storm surge. Marshes are particularly important for water quality because they filter pollutants from stormwater and erosion and provide habitat for wildlife and fisheries. The 20-inch sea level rise scenario implies that some marshes may be converted to open water and/or that marshland will advance into upland areas. Figure 9.5 depicts the likelihood for areas that may become marshland by the year 2050. Based on these data, 238 properties are projected to have at least a 50% likelihood of becoming marshland by the year 2050. The total assessed value of these properties is approximately \$660 million. The properties are predominantly single-family dwellings in areas such as Rowayton and East Norwalk, while impacted properties in South Norwalk are comprised of single-family and multi-family dwellings, as well as commercial and maritime uses. Appendix D contains Figures 9.5 a-c, which depict enhanced versions of future marsh scenarios for East Norwalk, Rowayton and South Norwalk.

The Nature Conservancy in 2014 published a study of potential advancement of salt marshes in Norwalk up to 2080—well beyond the 2050 date of the 20-inch sea level scenario. The purpose of the study was to evaluate and identify areas suitable for advancement of salt marshes, so that these resources can persist over time. Areas identified as suitable were existing open space parcels.² The climate change vulnerability assessment and adaptation plan recommended in this plan should review this information and incorporate attention to potential impacts of changes to Norwalk's marshes and islands as a result of sea level rise.

INSERT Fig 9.5 HERE

A 20" sea level rise by 2050 could also significantly impact Norwalk's roadway system. Figure 9.6 depicts the frequency and likelihood that roadways will be flooded in the year 2050 by a 20" sea level rise. The modeling indicates that the impacts until the year 2040 are more manageable, while between 2040 and 2050 the impacts will be much more pronounced. Several significant access roadways that could be negatively impacted are:

- East Norwalk – Shorehaven Road and Gregory Boulevard
- Rowayton – Rowayton Avenue and the intersection of Crockett Street, Richmond Road and Roton Avenue
- South Norwalk – Dock Road to Outer Road, Longshore Avenue and Raymond Street

Should these scenarios come to fruition, several communities in Rowayton such as Bell Island as well as Harbor View in South Norwalk and Marvin Beach in East Norwalk could potentially be inaccessible during a major flooding event. This has significant impacts on evacuation of those inhabitants as well as planning for emergency aid during storm events. In addition, should the city look to improve the resilience of existing roadway infrastructure, this could result in a significant capital investment by the City. A further evaluation of these impacts and potential remedial actions should be conducted as part of a citywide Climate Change Vulnerability Assessment and Climate Adaptation Plan. Appendix D contains Figures 9.6 a-c, which depict enhanced versions of future marsh scenarios for East Norwalk, Rowayton and South Norwalk.

INSERT Fig 9.6 HERE

2 A. Ryan and A.W. Whelchel, "A Salt Marsh Advancement Zone Assessment of Norwalk, Connecticut," The Nature Conservancy Coastal Resilience program, Publication Series #1-L, New Haven: 2014. https://www.conservationgateway.org/ConservationPractices/Marine/crr/library/Documents/Norwalk%20Salt%20Marsh%20Advancement%20Zone%20Assessment%202014_Small.pdf

Key Findings & Challenges

- Norwalk has a robust coastal management system.
- The City is vulnerable to the impact of sea level rise and storm surge, including critical infrastructure such as the wastewater treatment plant.
- The City has taken some steps to adapt to climate change.
- State government is providing research and guidance to help communities become more resilient to climate change, but more work is needed in both the short term and long term.

E. WHAT THE COMMUNITY SAID

Visioning Workshop:

Participants highly valued coastal places and identified locations on the coast and in the harbor as among the best places in the city.

Neighborhood-based District Workshops:

Coastal flooding was mentioned as a concern in South Norwalk (Water Street especially), Rowayton, and East Norwalk, which also mentioned sea level rise. The

waterfront was among the top three assets in these same neighborhoods.

Green, Sustainable and Resilient Norwalk Workshop

Resilience priorities mentioned by participants focused on green infrastructure, stronger regulations and design requirements, green space in flood-prone areas, protection of the wastewater treatment plant, and more public education.

F. STRATEGIES & ACTIONS TO ACHIEVE THE GOALS

GOAL 1

Use of harbor and coastal resources is balanced with environmental resource protection.

Policies:

- Continue to support implementation of Norwalk's Harbor Management Plan. (This policy applies also to goals 2, 3, 4 and 5).
- Ensure consistency between the Harbor Management Plan and the citywide plan/POCD so that changes to one are consistent with those of the other.
- Continue to support implementation of Norwalk's Municipal coastal Program and apply the Coastal Site Plan Review Process in the most informed and effective manner. (This policy applies also to goals 2, 3, 4 and 5).

Strategy

A. Balance environmental resource protection with use of harbor and coastal resources

Actions	When	Who	Resources
i. Review the Harbor Management Plan regularly to see if amendments are needed. In response to changing conditions that affect the harbor and the plan, the NHMC should continue to review the plan regularly and amend it proactively according to procedures specified in the General Statutes, Norwalk Code, and in the Plan.	2019 & ongoing	NHMC	Staff time
ii. Apply the Harbor Management Consistency Review Process in the most effective and transparent manner. Proposals subject to this process should continue to be evaluated with respect to the Harbor Management Plan's goals, objectives, policies, and other written provisions according to the procedures and other requirements established in the General Statutes, Norwalk Code, state coastal regulatory programs, and the Harbor Management Plan.	2019 & ongoing	NHMC	Staff time
iii. Apply the Coastal Site Plan Review Process in the most effective and transparent manner. Proposals subject to this process should be evaluated with respect to the applicable principles, goals, policies, and strategies of the POCD.	2019 & ongoing	Planning Commission, Zoning Commission, ZBA	Staff time

GOAL 2

Environmental resources within and adjacent to the coastal management area are protected and enhanced

Policies:

- Support resource protection measures and integration with protections upstream.

STRATEGY

A. Promote protection of coastal environmental resources in planning and regulatory processes.

Actions	When	Who	Resources
i. Advocate to preserve the northern section of Manresa Island (92 acres) as a conservation area. Plan for the rest of the site to have uses that are consistent with the Harbor Management Plan principles and policies.	2019-2029	NHMC; Planning and Zoning Commission; Conservation Commission; nonprofit groups	Staff time
ii. Advocate for reduced stormwater pollution impacts on the Norwalk River and adjacent areas.	2019 and ongoing	NHMC; Norwalk Watershed Initiative; Conservation Commission	Staff time
iii. Promote the reduction of impervious surfaces and the use of green infrastructure and Low Impact Development practices within the Coastal Management Area to the maximum degree feasible along with maintaining a water-dependent use.	2019 and ongoing	NHMC; Planning and Zoning; Public Works	Staff time
iv. Protect coastal environmental resources to help defend against coastal flooding and storm surge.	2019 and ongoing	NHMC; Conservation Commission	Staff time; possible capital funds
v. Collaborate with nonprofits and others to further protect coastal wetland resources.	2019 and ongoing	Conservation Commission; Planning and Zoning	Staff time

GOAL 3

Water-dependent uses continue to operate and expand in Norwalk Harbor and on the coast

Policies:

- Support continued operation of shellfishing and recreational boating facilities and uses (including boat storage, berthing repair, and maintenance facilities), and other commercial and industrial water-dependent uses on suitable waterfront properties, as well as facilities and uses that support and provide opportunities for public access to of the Harbor. and coast.

STRATEGY

A. Establish development patterns that continue to include space for water-dependent uses.

What is a water-dependent use? A 2013 study by the National Sea Grant Law Center identified three categories of uses relevant to the definition of water-dependent uses: water-dependent, water-related, and water-enhanced.¹ The federal Coastal Management Act does not define water-dependent uses, so the states have developed their own definitions within the context of the federal act. Connecticut gives priority to preservation of the “water-dependent” category. The Connecticut Coastal Management Act defines water-dependent uses as “those uses and facilities which require direct access to, or location in marine or tidal waters and which therefore cannot be located inland, including but not limited to: marinas, recreational and commercial fishing and boating facilities, finfish and shellfish processing plants, waterfront dock and port facilities, shipyards and boat building facilities, water-based recreational uses, navigation aids, basins and channels, industrial uses dependent upon water-borne transportation or requiring large volumes of cooling or process water which cannot reasonably be located or operated at an inland site and uses which provide general public access to marine or tidal waters.” (Connecticut General Statute § 22a-93(16)).

¹ Terra Bowling, “Working Waterfronts and the CZMA: Defining Water-dependent Use” (2013), National Sea Grant Law Center (https://digitalcommons.library.umaine.edu/cgi/viewcontent.cgi?article=1055&context=seagrant_pub)

In addition, the act gives guidance on uses that can have adverse impacts on future water-dependent development or activities. These include but are not limited to (A) locating a non-water-dependent use at a site that (i) is physically suited for a water-dependent use for which there is a reasonable demand or (ii) has been identified for a water-dependent use in the plan of development of the municipality or the zoning regulations; (B) replacement of a water-dependent use with a non-water-dependent use, and (C) siting of a non-water-dependent use which would substantially reduce or inhibit existing public access to marine or tidal waters. (Connecticut General Statute § 22a-93(17)).

The Connecticut definition does not include residential uses, which may be economically enhanced by location on the water, but do not require a waterfront location. In a mixed-use context, commercial uses also have to demonstrate that water access is required, not simply beneficial to the business.

The Norwalk River waterfront is a sought-after location, especially in Norwalk Center and SoNo. Demand is high for property on the waterfront, or at least with a waterfront view, and combining water-dependent uses whose activities have commercial or industrial character with residential or mixed uses can be tricky if residents find the other uses noisy or noxious in some way. New land uses can also put upward pressure on land values and rents. On the other hand, in mixed-use areas, the ability to see waterfront activities can be interesting to residents or the broader public.

Because much of the Norwalk waterfront is already occupied, and there is a relatively small amount of land zoned for water-dependent commercial and industrial uses in particular, a stringent definition of what constitutes a water-dependent use is advisable. Retention and expansion of both new and traditional water-dependent uses requiring direct access to, or location in, marine or tidal waters should be encouraged and supported in accordance with the Connecticut Coastal Management Act.

Commercial or light industrial development on waterfront sites will provide for continuation of water-dependent and water-enhanced uses, maintain maritime themes and character, encourage mutually supportive businesses, encourage recreational uses and public access where appropriate, and should consider no net loss of existing water-dependent uses as defined in the Coastal Management Act and cited above. There are also water-dependent uses, such as public parks, that fit the “general public access” element of the state Coastal Management Act.

Actions	When	Who	Resources
i. As part of the zoning rewrite, establish zoning and urban design standards for areas with water dependent uses that enhance compatibility with adjacent uses. Review zoning, adjacent uses, screening and site practices, and transportation.	2019-2022	Planning and Zoning; Redevelopment Agency; NHMC	Staff time; consultant
ii. Preserve the locations for water-dependent uses on the waterfront. SoNo and East Norwalk near the Walk Bridge, and the Water Street marine businesses cluster are particularly important locations for preservation of water-dependent uses.	2019 and ongoing	Planning and Zoning; Redevelopment Agency; NHMC	Staff time
iii. Explore expansion of water dependent economic development opportunities.	2019 and ongoing	Economic and Community Development; NHMC; Shellfish Commission	Staff time; possible consultant

GOAL 4

The public has access to the harbor and coast.

Policies:

- Enhance public access to the water.

STRATEGY

A. Promote public access to the harbor and coast where feasible, safe, and environmentally appropriate

Norwalk is fortunate to have many public places with direct access to the water or water views. Long Island Sound, the Norwalk River, the Five Mile River, and the Silvermine River all play a key role in Norwalk's sense of identity.

Actions	When	Who	Resources
i. Facilitate public direct or visual access to coastal, harbor and river waters when reviewing proposed projects.	2019 and ongoing	NHMC; Planning and Zoning Department	Staff time
ii. Plan for Liberty Square to have a publicly-accessible use and a water dependent use when it is no longer used for staging for the Walk Bridge project.	2022-2023	Economic and Community Development Department & NHMC	Staff time
iii. Seek public access to the coast in disposition plans for Manresa Island.	2019 and ongoing	NHMC; Economic and Community Development Department; Manresa Association	Staff time
iv. Continue to protect and enhance appropriate public access to the Norwalk islands.	2019 and ongoing	Norwalk Seaport Association; NHMC; Maritime Aquarium	Staff time

GOAL 5

Norwalk plans for and adapts to climate change.

Policies:

- Support proactive measures to adapt to climate change.

STRATEGY

A. Prepare a Climate Change Vulnerability Assessment and plan for future adaptation.

Actions	When	Who	Resources
i. Prepare a Climate Change Vulnerability Assessment and Adaptation Plan. The plan should analyze the city's exposure, sensitivity, and adaptive capacity to climate change in terms of climate risks to social systems, infrastructure (such as the Wastewater Treatment Plant) and natural resources, and provide recommendations on how to improve resilience. The plan should include attention to all potential climate change impacts, including sea level rise, extreme weather events, drought, and heat—for example, with a drought action plan. The plan should include attention to all potential climate change impacts, including sea level rise, extreme weather events, drought, and heat—for example, with a drought action plan.	2020–2022	Economic and Community Development in collaboration with other departments and stakeholders	Staff time; consultant
ii. As part of the climate change adaptation plan, establish a multiple-lines-of-defense approach to coastal flooding and storm surge. Norwalk already has elements of this approach with the protective layers of the Norwalk Islands and the location of parks and open space in several waterfront locations. Sea level rise is expected to affect marshes and smaller islands. Planning to retain natural barriers will be an important aspect of climate change adaptation.	2020–2022	Economic and Community Development in collaboration with other departments and stakeholders	Staff time; consultant
iii. Amend regulations for new construction and renovations valued at half or more of appraised value to be consistent with the 2018 State requirement for two feet of elevation above Base Flood Elevation.	2019	Planning and Zoning Commissions; Common Council	Staff time
iv. As part of a zoning rewrite and the vulnerability assessment, write and adopt zoning measures and standards that promote effective adaptation to coastal impacts of climate change.	2019–2022	Planning and Zoning Commissions; Common Council	Staff time; consultant

v. Collaborate with electric utilities to install below ground energy lines as poles need replacement to reduce outages as storms are expected to increase in number and intensity.	2020 and ongoing	Utilities; Public Works	Capital investments by utilities
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B. Implement commitments in the Regional Hazard Mitigation Plan and take additional steps to enhance resilience.

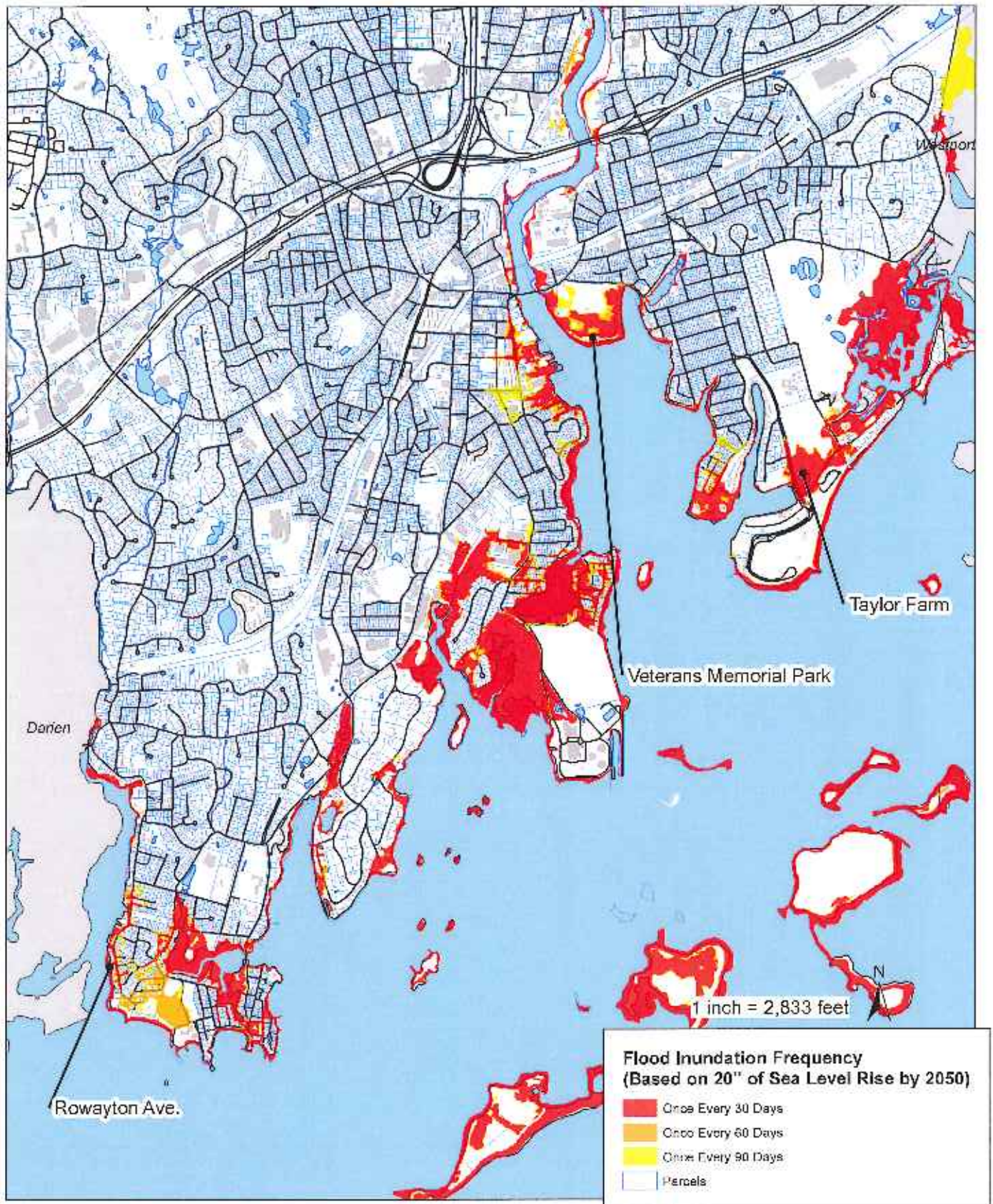
Actions	When	Who	Resources
i. Establish back-up generators at city-controlled facilities where needed.	2019–2021	Emergency Management (Fire Department)	Staff time; capital funds
ii. Continue to review impacts of climate change on critical infrastructure. Because of its location on the harbor, the Wastewater Treatment Plant is vulnerable to storm surge and flooding related to sea level rise	2020–2022	Water Pollution Control Agency	Staff time
iii. Create and enhance plans for shelters during storm and hazard events, including regional collaboration on shelter and evacuation plans.	2020–2024	Emergency Management	Staff time; operational or capital funds
iv. Enhance public education on climate change hazards, engaging especially with the most vulnerable populations (such as elderly and disabled, low-income, limited English, etc.).	2020 and ongoing	Emergency Management	Staff time
v. Develop and promote strategies to mitigate increased heat. Actions can include “cool roofs” programs to paint roofs white or other light colors to reflect sunlight and increase albedo; green roofs (vegetated roofs); tree planting; and green parking lots that use surfaces that reduce heat production.	2024–2029	Emergency Management; Economic and Community Development; Public Works	Staff time
vi. Work with the water supply companies to ensure climate change adaptation.	2020 and ongoing	Economic and Community Development	Staff time
vii. Work to ensure Manresa Island is “hardened” against major storm events to prevent a breach and potential release of encapsulated contaminants into Long Island Sound.	2020–2029	Mayor’s Office; Common Council; Economic and Community Development	Staff time

G. GETTING STARTED: EARLY ACTION ITEMS

Early action items can be completed in the first one to three years of the ten-year implementation period.

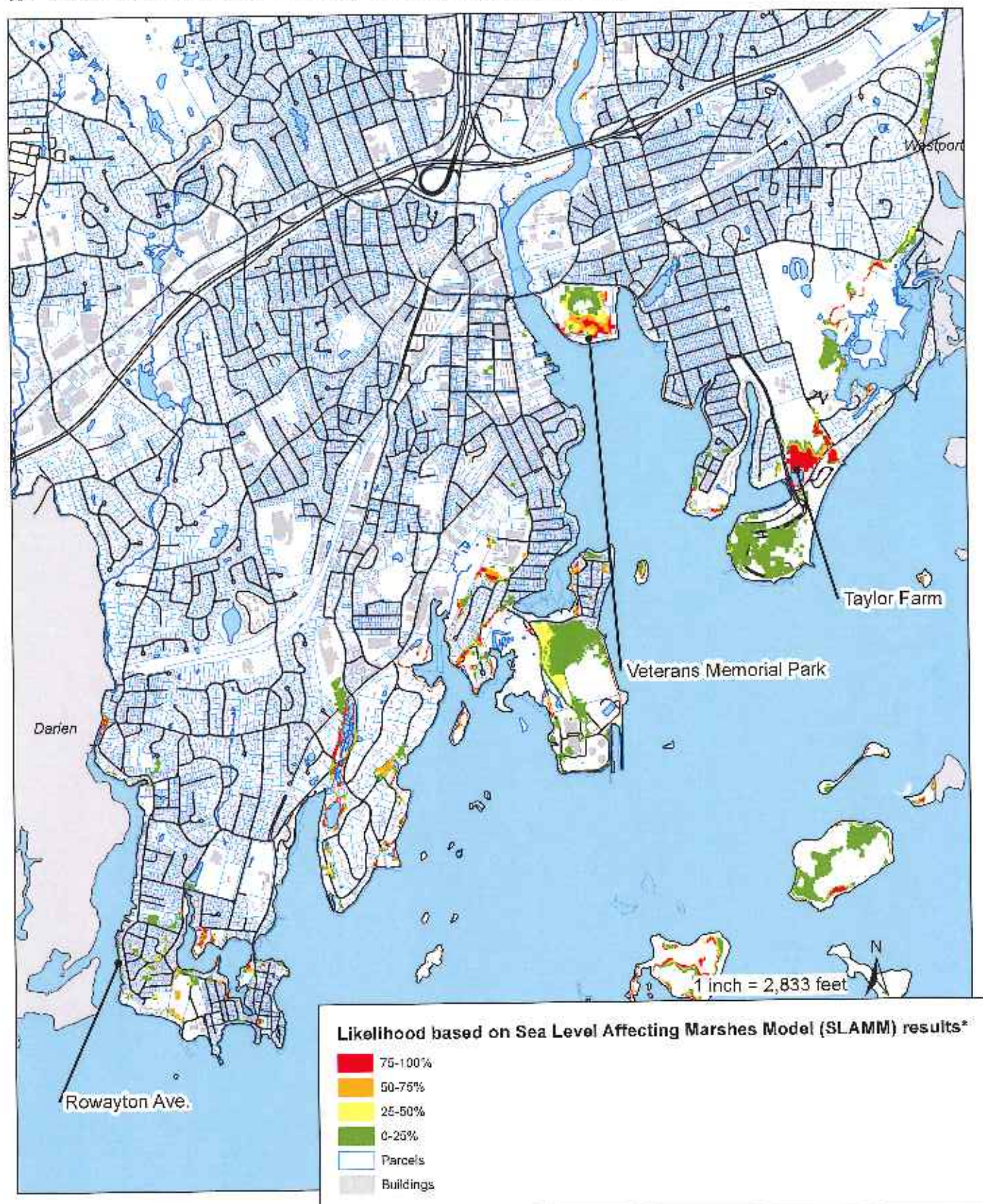
Early Actions	Who
Develop a Climate Change Vulnerability Assessment and Adaptation Plan.	Planning and Zoning; Public Works
Amend regulations to be consistent with the 2018 state regulations for 2 feet BFE in flood zones.	Planning and Zoning; Zoning Commission; Common Council
Implement resilience commitments in the regional Hazard Mitigation Plan	Emergency Management and other departments

Figure 9.4 Frequency of Future Flooding in Norwalk



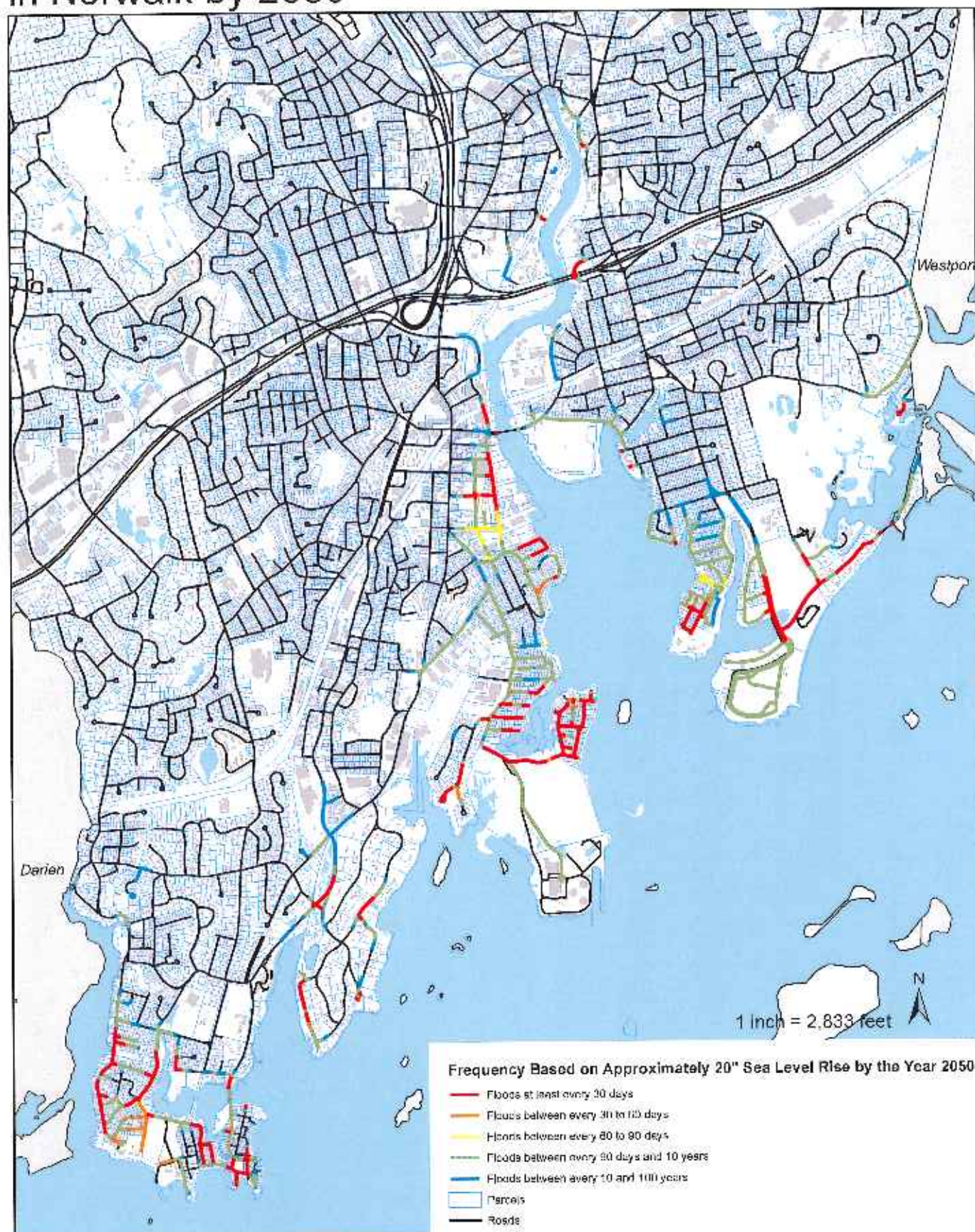
Data source: 2016 Sea Level Affecting Marshes Model (SLAMM) to Connecticut's Shoreline
(Connecticut Department of Energy and Environmental Protection)
Based on Public Act No. 18-82 adopted by the State of Connecticut
planning for approximately 20 inches of sea level rise by mid-century.

Figure 9.5 Likelihood that Land in Norwalk becomes Coastal Marsh



Data source: 2016 Sea Level Affecting Marshes Model (SLAMM) to Connecticut's Shoreline (Connecticut Department of Energy and Environmental Protection)
Based on Public Act No. 18-82 adopted by the State of Connecticut planning for approximately 20 inches of sea level rise by mid-century.

Figure 9.6 Predicted Frequency of Road Flooding in Norwalk by 2050



Data source: 2016 Sea Level Affecting Marshes Model (SLAMM) to Connecticut's Shoreline (Connecticut Department of Energy and Environmental Protection)
Based on Public Act No. 18-82 adopted by the State of Connecticut
planning for approximately 20 inches of sea level rise by mid-century.

VII. D

AGENDA

OCTOBER 10, 2019

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
ACAR LEASING LTD	17-MV-300535 (\$288.21)	PRORATION
ACAR LEASING LTD	18-MV-300794 (\$182.55)	PRORATION
ACAR LEASING LTD	18-MV-300471 (\$73.60)	PRORATION
	18-MV-300839 (\$50.85)	PRORATION
ACAR LEASING LTD	18-MV-300418 (\$64.29)	PRORATION
AFFENICO LLC	18-MV-301117 (\$209.68)	PRORATION
ALFARO DENISE RENEE	18-MV-301665 (\$57.85)	PRORATION
ANDERSON JAMES C	18-MV-302506 (\$33.69)	PRORATION
ARROYAVE URIEL D	18-MV-303459 (\$613.64)	PRORATION
BARRIOS DIANA STEPHANIE	18-MV-304825 (\$42.43)	PRORATION
BAXER MARTA MULYK	18-MV-305119 (\$41.14)	PRORATION
BEAZLEY IAN J	18-MV-305206 (\$29.62)	PRORATION
BELARDINELLI BAR F JR	18-MV-305331 (\$53.45)	PRORATION
BENEDETTO WILLIAM ROLANDO	18-MV-305529 (\$14.11)	PRORATION
BENOIST-DETIVEAUD JEAN FRANCOIS	18-MV-305668 (\$442.94)	PRORATION
BLAIR JAMES M	18-MV-306255 (\$15.18)	PRORATION
BOGARDUS ALLAN BENNETT JR	18-MV-306254 (\$18.39)	PRORATION
BONSANGUE LOUIS J	18-MV-306751 (\$16.28)	PRORATION
BOWEN ELIZABETH A	18-MV-306970 (\$37.69)	PRORATION
BROWN KENNETH DOUGLAS	18-MV-307660 (\$49.81)	PRORATION
BROWN THEODORE A JR	18-MV-307741 (\$17.89)	PRORATION
CALLAHAN ANN	18-MV-309587 (\$54.00)	PRORATION
CANALES CARPENTRY LLC	18-MV-309858 (\$10.41)	PRORATION
	18-MV-309855 (\$33.42)	PRORATION

AGENDA

OCTOBER 10, 2019

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
CCAP AUTO LEASE LTD	18-MV-311651 (\$56.05)	PRORATION
	18-MV-311255 (\$80.97)	PRORATION
	18-MV-311661 (\$56.05)	PRORATION
CCAP AUTO LEASE LTD	17-MV-402582 (\$105.86)	PRORATION
CENATIEMPO SALVATORE	18-MV-311864 (\$31.85)	PRORATION
CISNEROS-RODRIGUEZ JOSE	17-MV-312884 (\$41.31)	PRORATION
	18-MV-312966 (\$148.08)	PRORATION
	18-MV-312968 (\$76.54)	PRORATION
COLLIGAN LAVENE H	17-MV-313377 (\$76.79)	PRORATION
CRUZ PATRICIA JANINA	18-MV-315052 (\$13.81)	PRORATION
CRYSTAL RESTORATION SERV INC	18-MV-315135 (\$52.41)	PRORATION
CURCIO RICHARD A	18-MV-335310 (\$38.94)	PRORATION
	18-MV-315311 (\$144.32)	PRORATION
CUTRONE JOHN	18-MV-315412 (\$93.28)	PRORATION
DAIMLER TRUST	18-MV-315733 (\$172.48)	PRORATION
	18-MV-315777 (\$440.80)	PRORATION
DAIMLER TRUST	18-MV-315699 (\$215.97)	PRORATION
	18-MV-315709 (\$181.73)	PRORATION
DAIMLER TRUST	18-MV-SEE BACK UP (\$1970.56)	PRORATION
DAIMLER TRUST	18-MV-315612 (\$445.56)	PRORATION
	18-MV-315623 (\$114.54)	PRORATION
	18-MV-315708 (\$580.47)	PRORATION
	18-MV-315831 (\$289.97)	PRORATION

AGENDA**OCTOBER 10, 2019****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
DAIMLER TRUST	18-MV-315612 (\$833.73)	PRORATION
	18-MV-315747 (\$221.68)	PRORATION
	18-MV-315794 (\$203.94)	PRORATION
DANCE MAGIC LLC	17-MV-315852 (\$112.05)	PRORATION
DAUGHERTY JAMES RAY II	18-MV-316236 (\$210.08)	PRORATION
DIAZ DANIEL S	18-MV-317803 (\$12.83)	PRORATION
DIAZ MICHAEL R	18-MV-800165 (\$10.11)	PRORATION
DICOSTANZO NICK	18-MV-317995 (\$60.17)	PRORATION
DOMINICK FUEL INC	17-MV-318381 (\$431.26)	PRORATION
	17-MV-318389 (\$330.91)	PRORATION
	17-MV-318392 (\$1649.78)	PRORATION
	17-MV-318394 (\$1744.15)	PRORATION
	17-MV-318402 (\$356.01)	PRORATION
FIN BARTLOMIEJ PIOTR	18-MV-322335 (\$166.52)	PRORATION
FORTE LOUIS P	18-MV-323666 (\$49.18)	PRORATION
FRENTRESS JENNIFER RAE	18-MV-324021 (\$17.96)	PRORATION
GAPUSAN SIEGFRIED RUIZ	18-MV-324714 (\$21.47)	PRORATION
GELCO CORPORATION	16-MV-325355 (\$301.41)	PRORATION
	17-MV-325430 (\$283.95)	PRORATION
GRIESHABER MELBA	18-MV-327702 (\$30.39)	PRORATION
GUDIEL ELMER	18-MV-327971 (\$91.94)	PRORATION
HALDERMAN ROBERT JOEL	18-MV-328549 (\$22.84)	PRORATION
HANN AUTO TRUST	18-MV-328751 (\$361.17)	PRORATION
HARVEY PAMELA A	18-MV-329093 (\$11.30)	PRORATION
HONDA LEASE TRUST	18-MV-330948 (\$44.22)	PRORATION

AGENDA

OCTOBER 10, 2019

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
HONDA LEASE TRUST	18-MV-331124 (\$329.68)	PRORATION
	18-MV-331125 (\$377.20)	PRORATION
	18-MV-331149 (\$206.62)	PRORATION
	18-MV-331175 (\$262.39)	PRORATION
	18-MV-331515 (\$284.63)	PRORATION
HONDA LEASE TRUST	18-MV-331025 (\$430.35)	PRORATION
	18-MV-331044 (\$75.78)	PRORATION
	18-MV-331635 (\$39.00)	PRORATION
HONDA LEASE TRUST	18-MV-330740 (\$303.87)	PRORATION
HONDA LEASE TRUST	17-MV-330851 (\$424.85)	PRORATION
HONDA LEASE TRUST	17-MV-407163 (\$26.53)	PRORATION
HONDA LEASE TRUST	18-MV-331227 (\$36.65)	PRORATION
HONDA LEASE TRUST	18-MV-330785 (\$371.62)	PRORATION
	18-MV-331063 (\$662.78)	PRORATION
HONDA LEASE TRUST	17-MV-330990 (\$61.60)	PRORATION
	17-MV-330597 (\$252.99)	PRORATION
HONDA LEASE TRUST	17-MV-330672 (\$116.75)	PRORATION
	17-MV-330896 (\$282.88)	PRORATION
	17-MV-331298 (\$54.56)	PRORATION
HYUNDAI LEASE TITLING TRUST	18-MV-332566 (\$35.46)	PRORATION
HYUNDAI LEASE TITLING TRUST	18-MV-332283 (\$258.70)	PRORATION
HYUNDAI LEASE TITLING TRUST	18-MV-332618 (\$24.58)	PRORATION
HYUNDAI LEASE TITLING TRUST	18-MV-332300 (\$64.32)	PRORATION
	18-MV-332576 (\$191.96)	PRORATION
HYUNDAI LEASE TITLING TRUST	17-MV-407281 (\$64.84)	PRORATION

AGENDA**OCTOBER 10, 2019****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
HYUNDAI LEASE TITLING TRUST	18-MV-332285 (\$277.14)	PRORATION
MADEIRA PAUL M	18-MV-332784 (\$197.46)	PRORATION
JEFFERSON GEORGE A	18-MV-333828 (\$34.30)	PRORATION
JEWEL COURT STUD USA	18-MV-333960 (\$37.14)	PRORATION
JIMENEZ CARMEN LUIZ	18-MV-333996 (\$36.99)	PRORATION
JONES BRITTON	18-MV-334315 (\$47.34)	PRORATION
JP MORGAN CHASE BANK NA	18-MV-334645 (\$232.92)	PRORATION
	18-MV-334718 (\$232.53)	PRORATION
	18-MV-334836 (\$217.86)	PRORATION
	18-MV-335013 (\$142.33)	PRORATION
	18-MV-335265 (\$106.62)	PRORATION
	18-MV-335469 (\$74.01)	PRORATION
KIRTLAND ELLEN S	18-MV-336894 (\$91.93)	PRORATION
KORY TANYA M	18-MV-337321 (\$29.02)	PRORATION
LAIBLE ROBERT KARL	18-MV-338113 (\$71.22)	PRORATION
LAK ARLINE M	17-MV-337913 (\$66.79)	PRORATION
LANDMESSER AMY E	18-MV-338320 (\$17.68)	PRORATION
LASKA JEFFREY HAROLD	18-MV-338612 (\$40.10)	PRORATION
LATO CATHY	18-MV-313672 (\$10.81)	PRORATION
LAUG TERESA COLONNA	18-MV-338705 (\$66.00)	PRORATION
LOWDEN ROYCE D JR	18-MV-340669 (\$53.49)	PRORATION
LUIZ BRUNO P	18-MV-340878 (\$90.59)	PRORATION
MACEACHEN RALPH E	18-MV-341241 (\$182.40)	PRORATION
MAGGIORE ANTHONY	18-MV-341438 (\$221.07)	PRORATION

AGENDA**OCTOBER 10, 2019****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
MANNING KENT ROGER JR	18-MV-342039 (\$140.08)	PRORATION
	18-MV 342038 (\$39.80)	PRORATION
MARKOWSKI MARIUSZ	18-MV-342318 (\$13.23)	PRORATION
MARIN LUIS A	18-MV-342230 (\$20.89)	PRORATION
MARTINEZ-DECAGUAOGLADYS MARIA	17-MV-342474 (\$42.18)	PRORATION
MASSUCCO CHRISTOPHER	18-MV-342970 (\$40.86)	PRORATION
MCGOLDRICK DAVID EDWARD	18-MV-343734 (\$37.57)	PRORATION
MELLADO LUDIN	18-MV-344430 (\$18.85)	PRORATION
MM GREEN HOUSE FLORAL	18-MV-345541 (\$77.79)	PRORATION
MOWERS KIM E	18-MV-346826 (\$132.35)	PRORATION
NICHOLS JAMES CORTLANDT	18-MV-348078 (\$60.11)	PRORATION
	18-MV-348079 (\$15.15)	PRORATION
	18-MV-348080 (\$57.75)	PRORATION
	18-MV-348081 (\$68.15)	PRORATION
	18-MV-348082 (\$46.09)	PRORATION
NISSAN INFINITI LT	18-MV-348958 (\$76.32)	PRORATION
	18-MV-349169 (\$76.32)	PRORATION
NISSAN INFINITI LT	18-MV-348270 (\$76.32)	PRORATION
	18-MV-348835 (\$212.21)	PRORATION
	18-MV-348940 (\$182.00)	PRORATION
NISSAN INFINITI LT	17-MV-410850 (\$355.07)	PRORATION
NISSAN INFINITI LT	18-MV-349170 (\$76.32)	PRORATION
ORAVE'Z JAMES E	18-MV-350400 (\$16.43)	PRORATION
ORELLANA JOSE A	18-MV-350462 (\$38.64)	PRORATION
PALMER CHRISTINE BETH	18-MV-351305 (\$48.47)	PRORATION

AGENDA**OCTOBER 10, 2019****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
PALMER JOHN A JR	18-MV-351308 (\$118.45)	PRORATION
PINTA-GUARANGA SEGUNDO JUAN	18-MV-353531 (\$25.50)	PRORATION
PINTO MELANIE S	18-MV-353541 (\$20.98)	PRORATION
PISERCHIA CARL R	18-MV-353647 (\$74.71)	PRORATION
POGGEMEYER FREDERICK WARREN	18-MV-353758 (\$16.53)	PRORATION
POTRYKUS ROMAN S	18-MV-354117 (\$29.20)	PRORATION
POTTER ANNETTE R	18-MV-354122 (\$80.73)	PRORATION
PRAMER DAVID MICHAEL	18-MV-354206 (\$85.61)	PRORATION
RAMIREZ-GONZALEZ ERIKA	18-MV-355202 (\$40.28)	PRORATION
RAPP PAMELA ALEXANDRA	18-MV-355487 (\$48.29)	PRORATION
RILLING RICHARD	18-MV-356450 (\$27.55)	PRORATION
RINGEL JAMIE EPSTEIN	18-MV-356475 (\$23.03)	PRORATION
RITCH SANDRA MARGARET	18-MV-356544 (\$13.10)	PRORATION
RIVERA ANA L	18-MV-356615 (\$25.14)	PRORATION
ROCHE RAYMOND J	18-MV-357114 (\$183.26)	PRORATION
ROMERO-AMARO OSWALDO J	18-MV-357801 (\$20.35)	PRORATION
SALVATO RICHARD F	18-MV-359105 (\$19.24)	PRORATION
SCENIC DESIGNS	18-MV-360095 (\$34.88)	PRORATION
SOCCI CONCETTA B	18-MV-362562 (\$16.16)	PRORATION
SPAIN LAVONNE	17-MV-362514 (\$177.62)	PRORATION
SUTTON JAMES MICHAEL	18-MV-364178 (\$28.34)	PRORATION
TAKITA HIDEO	17-MV-364105 (\$59.35)	PRORATION
TAIYANIDES GEORGE ALEXANDROS	18-MV-364482 (\$17.29)	PRORATION
TOYOTA LEASE TRUST	17-MV-366968 (\$439.98)	PRORATION
TOYOTA LEASE TRUST	18-MV-366833 (\$300.91)	PRORATION

AGENDA**OCTOBER 10, 2019****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
TOYOTA LEASE TRUST	18-MV-366432 (\$207.97)	PRORATION
	18-MV-366557 (\$92.48)	PRORATION
TRESCHITTA NICHOLAS	18-MV-800054 (\$18.94)	PRORATION
USB LEASING LTD	18-MV-368457 (\$47.89)	PRORATION
USB LEASING LTD	18-MV-368459 (\$541.99)	PRORATION
USB LEASING LTD	18-MV-368452 (\$472.99)	PRORATION
USB LEASING LTD	18-MV-368428 (\$417.13)	PRORATION
US BANK NA	18-MV-368362 (\$492.29)	PRORATION
VALENCIZ ANGELA	17-MV-368416 (\$214.99)	PRORATION
VALENCIA CESAR A	18-MV-368755 (\$19.41)	PRORATION
VANGIESON DAVID G	18-MV-369068 (\$143.18)	PRORATION
VAULT TRUST	17-18-MV- SFF BACK UP (\$9109.33)	PRORATION
VAULT TRUST	18-MV-369480 (\$497.33)	PRORATION
VAULT TRUST	18-MV-369201 (\$623.40)	PRORATION
VCFS AUTO LEASING CO	18-MV-SFF ATTACHED (\$3,026.83)	PRORATION
VINCENT ASHLEY IRENE	18-MV-370479 (\$20.64)	PRORATION
VINGO EDWARD P	18-MV-370538 (\$79.66)	PRORATION
VW CREDIT LEASING LTD	18-MV-370957 (\$63.20)	PRORATION
VW CREDIT LEASING LTD	17-18-MV-SEE BACK UP (\$2797.37)	PRORATION
VW CREDIT LEASING LTD	17-MV-370728 (\$56.97)	PRORATION
	18-MV-370834 (\$319.63)	PRORATION
WAGAR STEVEN L	18-MV-371372 (\$12.55)	PRORATION
WARNER SCOTT	18-MV-371689 (\$14.11)	PRORATION
ZAPATA ROBERT C	17-MV-373445 (\$59.13)	PRORATION
ZUCCONI KEITH JAMES	18-MV-374106 (\$47.83)	PRORATION

OCTOBER 10, 2019

APPROVED BY TAX COLLECTOR

PROP ID: 141251 17-PP-200601 COURT ORDER 25% PENALTY REMOVED

AUG 21 2019

DAIMLER TRUST

<u>List #</u>	<u>Vehicle Descr.</u>	<u>Plate#</u>	<u>VIN #</u>	<u>Refund</u>
18-315600	2016/MERBENZ C300 4 MATIC	AF77498	55SWF4KB0GU156273	\$289.97
18-315641	2017/MERBENZ GLS 450 4MATIC	842YUL	4JGDF6EE9HA7B6468	\$181.73
18-315651	2016/MERBENZ CLS 400	AF79565	WDDUJ6HBXGA185039	\$302.92
18-315684	2017/MERBENZ E300W4	9AHMM1	WDDZF4KB3HA070714	\$244.80
18-315711	2016/MERBENZ GLC300W4	6S2YYT	WDC0G4KB8GF039647	\$522.34
18-315758	2015/MERBENZ CLS 400	AC56500	WDDUJ6HB9FA133660	<u>\$428.80</u>
REFUND TOTAL -				\$1,970.56

<u>Bill #</u>	<u>Veh. Desc.</u>	<u>Plate #</u>	<u>VIN #</u>	<u>Balance</u>
18-369628	'16 Volvo	AD61833	YV4H0MKU1H2013700	330070 02413 \$583.77
18-369655	'16 Volvo	AD33627	YV612SK2G1311624	330070 02400 \$322.29
18-369656	'16 Volvo	AB63975	YV4A22PLB61048762	330070 02280 \$707.16
18-369659	'16 Volvo	AC58329	YV612TK0G2409074	330070 02475 \$261.14
18-369673	'16 Volvo	AC35525	YV612TK162406348	330070 02456 \$149.14
18-369686	'16 Volvo	AC80596	YV612NYXG1259369	330070 02759 \$167.56
18-369707	'16 Volvo	AC58307	YV4A22PK2G1052457	330070 02422 \$260.04
18-369713	'16 Volvo	AHE8270	YV4A22PK8G1067464	330070 02567 \$195.23
18-369715	'16 Volvo	AB51614	YV4702KMHG2829662	330070 02113 \$380.50
				<u>\$3,026.83</u>



CITY OF NORWALK, DEPARTMENT OF FINANCE
Tax Collector's Office

P: 203-854-7731 / F: 203-854-7770

125 East Avenue, Room 105
Norwalk, Connecticut 06851
www.norwalkct.org

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: October 10, 2019
Re: Narrative for September, 2019 Tax Collector's Report

As of the end of September 2019, three months into our new fiscal year, we had collected more than \$173 million, or **52.37%** of our \$330 million adjusted tax levy. In addition, as of the end of September, 2019, we collected more than \$8 million of our sewer use levy, or **48.31%**. We also collected **74.56%** of the year's IPP (Industrial Pretreatment Program) fee on behalf of the Water Pollution Control Authority. Compared with the prior fiscal year, our tax collection rate is slightly behind by **0.19%**.

With regard to prior years' collections, through the month of September 2019, we showed a net collection of more than \$1.5 million in back taxes, interest, lien fees and other fees.

Last month, we mailed delinquent notices, called 'demand for payment' notices, the second week of September. The term 'demand' is prescribed by state law, and is not intended to imply rudeness. We are required to 'demand' payment prior to pursuing any form of collection enforcement. We are now following up on collection enforcement and will continue to do so throughout the fall and into the winter.

Later this month, we will begin working on the tax sale that will be held in the summer of 2020. We will also prepare to issue demand notices to city and board of education employees who owe back taxes to the city in preparation for a mandatory payroll garnishment if any accounts remain unpaid. This is an annual process. We are also preparing to work with the department of health to identify taxpayers who owe back taxes so their health permit will not be renewed until their back taxes are paid. This affects taxpayers such as nail salons, restaurants and other food establishments, hotels, and various other businesses that require a health license to operate.

We will also be working with our Assessor's office to prepare for the second installment tax billing that is mailed in mid-December. This billing includes supplemental motor vehicle bills for motor vehicles newly registered after October 1, 2018. The assessor's office will need to acquire the supplemental billing list from the Department of Motor Vehicles, import it into our tax system, and reconcile and proof the data. Those bills will be 'due' January 1, payable by February 3, 2020, along with the second installment of dual installment real estate, sewer use and business personal property bills.

Maintaining a high current collection rate by efficiently enforcing collection of past due taxes allows budget making authorities to set lower mill rates, because there can be less of an 'allowance' for anticipated uncollectible accounts in the coming fiscal year. When taxpayers fail to pay on time, the city is nonetheless committed to spending to bring to fruition all of the programs planned for that fiscal year. Because not everybody will pay on time, mill rates are set slightly higher to allow for 'uncollected taxes'. If we keep the current tax collection rate high, that 'uncollectible' amount can be less. This is tax relief for every taxpayer. This is the primary driver for our aggressive collection enforcement policies.

TAX COLLECTOR'S REPORT
SEPTEMBER 2019

FISCAL YEAR 2019-2020
(2018 GRAND LIST)

ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 19 - SEP 19	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$20,298,845.95		\$20,013,506.69	(\$285,340.26)	84.26%
PERSONAL PROPERTY	\$18,801,474.73		\$18,780,324.58	(\$20,950.12)	82.47%
REAL ESTATE	\$292,625,781.65		\$291,705,604.43	(\$920,157.23)	50.11%
TOTAL TAX	\$331,626,083.31		\$330,500,035.70	(\$1,126,047.61)	52.37%
SEWER USE	\$16,666,428.00		\$16,575,817.00	(\$90,611.00)	48.31%
IPP FEE	\$203,250.00		\$208,750.00	\$5,500.00	74.55%

FISCAL YEAR 2018-2019
(2017 GRAND LIST)

ORIGINAL LEVY	JUN 18 - SEP 18	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$19,785,892.64		\$19,549,697.06	(\$235,535.59)	84.62%
PERSONAL PROPERTY	\$21,248,718.54		\$21,236,754.76	(\$11,963.78)	53.54%
REAL ESTATE	\$280,878,420.26		\$281,035,426.35	\$156,996.09	50.26%
TOTAL TAX	\$322,014,031.44		\$321,812,080.17	(\$201,951.27)	52.56%
SEWER USE	\$15,844,431.00		\$16,190,840.00	\$346,409.00	50.89%
IPP FEE	\$207,250.00		\$208,000.00	\$750.00	74.92%

TAX DIFFERENCE 2018 G.L. vs. 2017 G.L.
INCREASE/(DECREASE)

\$9,612,051.87	\$3,948,133.78	0.33%	\$8,667,965.53	(\$924,096.34)	-0.13%
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SEWER DIFFERENCE 2018 G.L. vs. 2017 G.L.
INCREASE/(DECREASE)

\$541,397.00	(\$148,588.07)	-3.50%	\$484,977.00	(\$357,020.00)	-2.36%
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IPP DIFFERENCE 2018 G.L. vs. 2017 G.L.
INCREASE/(DECREASE)

(\$4,000.00)	(\$206.70)	1.36%	\$750.00	\$4,750.00	-0.37%
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BACK TAXES COLLECTED

CUR YR vs. PRIOR YR
INC/(DEC)

FISCAL YR 2019-2020 JUL 19 - SEP 19	FISCAL YR 2018-2019 JUL 18 - SEP 18	CUR YR vs. PRIOR YR INC/(DEC)
PRIOR TAXES		
PRIOR SEWER USE FEE	\$1,055,140.77	(\$345,612.52)
PRIOR IPP FEE	\$58,350.29	(\$10,939.17)
TOTAL PRIOR TAX, SEWER & IPP	\$1,115,165.69	(\$356,626.80)
CURRENT INTEREST		
PRIOR INTEREST	\$793,481.85	\$35,197.69
SEWER USE FEE INTEREST	\$210,992.52	(\$137,143.17)
IPP FEE INTEREST	\$16,298.40	(\$13,462.79)
TOTAL INTEREST COLLECTED	\$798,775	(\$1,145.98)
PRIOR LIEN FEE	\$421,571.54	(\$118,354.25)
CURRENT LIEN FEE	\$4,827.95	(\$2,441.33)
TOTAL LIEN FEE COLLECTED	\$4,827.95	\$50.00
MISC FEES COLLECTED	\$36,791.45	(\$292,469.15)
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$1,676,156.64	(\$770,111.56)

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION



VII.E

MEMORANDUM

TO: Anthony Carr, P.E. – Chief of Operations and Public Works
FROM: Drew Berndmaier, P.E. – Senior Engineer
CC: Elisabeth Burns, P.E. – Principal Engineer
Darin Callahan, Esq – Assistant Corporation Counsel
Greg Kogan, L.S. – Assistant Civil Engineer
REF: Public Works Committee Agenda Item – Right of Entry Agreement
DATE: September 10, 2019

I would like to request that the following items be included on the agenda for the October 1, 2019 Public Works Committee meeting.

AUTHORIZATION:

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and the owner of the property identified as #8 Margaret Street, Norwalk, CT 06851 (AGUDOW SERGE A), to establish a Right of Entry, for the purpose of replacing the storm pipe, underneath their driveway, for liability and maintenance purposes, subject to Section 8-24 of the State statutes, if required.

The streets surrounding Margaret, Visconti, Princeton, etc have an existing storm system that drains the runoff from each of those streets, through an existing network of pipes, including 8 Margaret Street. No Right of Entry or Easement could be found in the Land Records, that allows the City to access the property, in order to maintain this important storm pipe. The existing pipe is currently corroded corrugated metal and has begun to form sink holes, near the manhole, in their driveway.

Cipriano, Monique

From: Berndlmaier, Drew
Sent: Tuesday, September 10, 2019 3:20 PM
To: Carr, Anthony
Cc: Callahan, Darin L; Kogan, Greg; Burns, Lisa; Cipriano, Monique; Torre, Chris; Lopez, Jose; Krysiuk, John
Subject: October Agenda: 8 Margaret Street Pipes Replacement Project
Attachments: PWC Agenda Memo - October 2019.doc

Anthony:

See below and attached. This is to replace a pipe that was identified as corroded corrugated metal pipe and is forming sinkholes in the resident's driveway.

This storm system drains a number of City streets, but has no official easement, that we could identify.

I believe that the intent is for Operations to conduct the work. If restoration of the driveway requires a Contractor, contracted by the City, then Operations could give Engineering advanced notice, so that the approval, funding and Project can be determined and coordinated/scheduled with Operations' scope of work.

Thank you.

Drew

Drew Berndlmaier, PE, MBA
Senior Engineer
City of Norwalk
Department of Public Works
125 East Avenue, Room 225
Norwalk, CT. 06856-5125
(203) 854-7879
Customer Service: (203) 854-3200

From: Kogan, Greg
Sent: Tuesday, September 10, 2019 11:41 AM
To: Berndlmaier, Drew <DBERNDLMAIER@norwalkct.org>
Cc: Callahan, Darin L <dcallahan@norwalkct.org>
Subject: 8 Margaret Street Pipes Replacement Project

Drew,

Darin and I had a meeting this morning and after discussing an issue Darin stated he would like to utilize the same process we had to go thorough for #7 Margaret Street.

Darien is going to create a new right of entry agreement (pretty much just by changing property address and names) and I was wondering if you could add this project to the next Common Consular meeting agenda so we could get it done before the asphalt plans are closed.

Darin,

Here is the owner email:

Sagudow@fleetpump.com

Thank you.

Greg Kogan, P.L.S.,
Assistant Civil Engineer,
Department of Public Works



City of Norwalk
125 East Avenue,
Norwalk CT 06851,
Ph: 203 854-7796
Web. <http://www.norwalkct.org/>
E-mail. gkogan@norwalkct.org

From: Kogan, Greg
Sent: Monday, September 09, 2019 8:02 AM
To: DPW Construction <DPWConstruction@norwalkct.org>
Cc: Torre, Chris <CTorre@norwalkct.org>; Kolb, Ralph <RKolb@norwalkct.org>; Lopez, Jose <JLopez@norwalkct.org>; Krysiuk, John <JKrysiuk@norwalkct.org>; Callahan, Darin L <dcallahan@norwalkct.org>
Subject: Margaret Street Pipes Replacement Project

Good morning All,

As most of you probably know the project related to replacement of 8" CMP with 24" HPDE running through # 7 Margaret property has been completed.

I did ask Jose a couple weeks ago to assign a field crew to video 12" CMP running upstream through #8 Margaret Street and it appears we have to replace this pipe ASAP because the first 10' of the pipe has no bottom and the rest portion of it also is not in good shape (results are attached).

The highway recently fixed a sink holes over this pipe by the manhole which is another sign that the pipe has to be replaced.

I did topo survey last week to make sure that elevation wise we can make it and based on it shouldn't be a problem to go with at least 15" HDPE having in average about 15" cover (see attached plan).

I had preliminary conversation with John last Friday and he didn't see a problem for Highway to replace 77' of 12" CMP with 15" HPDE.

So now we have to discuss how we are going to handle legal aspects of this work because "as usual" the City doesn't have a drainage easement over noted above pipe.

However the good news here is the property owner most likely will sign off on this without any conditions based on his request to address a sink holes in his driveway.

It is also very obvious the City has pay for new driveway installation since the excavation is going to take place right in driveway area, so we also need to establish a contractor for this part of the project.

P.S. I did CC Darin on this email so he could advise us how we could proceed with this project as it was done for #7 Margaret Street.

Thank you.

Greg Kogan, P.L.S.,

PROFESSIONAL SERVICES TASK ORDER

Task Order 1D

September 27, 2019

Exhibit A: Scope of Work

DESCRIPTION OF WORK

The general intent of this Task Order is to provide additional engineering and consultant services, upon the City's request, associated with the specific chronic storm drainage problems previously identified and compiled by the City in the attached table titled "00Master List Flooding-Icing Locations.xlsx". Woodard & Curran (W&C) will provide engineering and consultant services to identify, evaluate (i.e. modeling, site inspections, GIS), and design potential mitigation practices based on the final funded Task Order 1D not-to-exceed allotment.

SCOPE OF WORK:

W&C will review the list of issues cited in the City's "00Master List Flooding-Icing Locations.xlsx" document provided and validate and enhance this information with City Works data provided by the City.

W&C will work in collaboration with the City's DPW, to understand the City's priorities and provide engineering and consultant services for one or more of the issues identified based on the final funded Task Order budget amount. The work under this Task is intended to assist the City with the implementation of these local scale drainage improvement projects. Activities and services under this task are anticipated to include, but are not limited to:

- Site visits and field investigations, including brook/stream conditions assessments
- Coordination with the City's GIS Department to obtain and/or further develop GIS information
- Engineering design computations and hydraulic/hydrologic modeling
- Mitigation alternatives analysis
- Mitigation solutions/BMP Design
- Preparation of design plans & bid documents
- Planning & hosting any applicable public meetings/outreach

At this time we would anticipate that the City would provide the following field services (if determined by W&C and the City as critical information needed to complete the services in this Task Order):

- Topographic mapping and utility location surveys
- Drainage structure inspections to define pipe connectivity, diameter/size, material and depth to catch basin and manholes
- Pipe conditions assessments through CCTV

Compensation & Schedule

Given that the nature and magnitude of the scope of work is not yet determined, W&C proposes to perform Task 1D on a Time & Materials Basis via an initial Not to Exceed allotment of \$250,000. The specific and detailed scope of work under this task order will be developed in coordination with the City, and will be performed as directed and agreed upon by the City.

This work will be completed in accordance with the executed "Agreement By and Between the City of Norwalk and Woodard & Curran, Inc. for On-call Engineering Services for Storm Drainage Evaluations at Selected Locations". A level of possible effort estimate is attached. Monthly invoices will be submitted to the City.

This Task Order includes project management activities required to manage technical, financial and schedule aspects of the Task Order necessary to complete the work on time, within budget and of suitable quality. Activities include coordinating and facilitating team and client meetings, monitoring the progress of the work, and conducting quality control/assurance activities.

Project Schedule

Project work will be scheduled, performed, and completed on a date that is agreed upon by the City, after the specific scope of work associated with this Task Order is developed as noted above.

Task 1D - Potential Level of Effort Estimate

Hour ratios may be adjusted & fluctuate during actual project duration. Budget shall not be exceeded

		Task 01
Personnel Classification	Rate	Engin. In-House Assistance
Principal	\$ 225	20
Project Manager	\$ 180	60
Technical Manager 2	\$ 195	150
Technical Manager 1	\$ 180	150
Senior Engineer	\$ 179	280
Engineer 3	\$ 154	400
Senior Designer	\$ 136	200
Senior Planner	\$ 173	120
GIS Solutions Analyst	\$ 137	150
Project Assistant	\$ 97	20
Subtotal Hours		1530

Subtotal Cost by Task	\$ 250,000.00
Subtotal Task Order	\$ 250,000.00
Total Fee	\$ 250,000.00



Salt, Road Safety
24050 Country Club Blvd, Suite 400
North Olmsted, OH 44070

Thursday, September 26, 2019

Billing Information		Shipping Information	Contact Information	
Account Number	1600028673	250002773	After:	VALUED CUSTOMER
Name	CITY OF NORWALK	CITY OF NORWALK	Title	
Address 1	128 EAST AVE	15 S SMITH STREET	Phone	
P.O. Box			Fax	
City/State/Zip	NORWALK, CT 06855-1017	NORWALK, CT 06855-1017	Mobile	
County	FAIRFIELD		Cell	
PLEASE VERIFY THAT ALL CONTACT INFORMATION IS CORRECT. IF CHANGES ARE REQUIRED PLEASE NOTE THEM ON THE NEXT PAGE.				

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2019/2020 season.

Price Basis Per Ton			
Product	DELIVERY	Estimated Tons	Terminal
CLEARLANE ENHANCED BULK DEICER	\$85	5,000	MT MARION
THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.			

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN TEN (10) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER. THIS PRICE QUOTE LETTER DOES NOT CONSTITUTE AN ORDER. ORDERS MUST BE PLACED BY CALLING CUSTOMER SERVICE AT 800-600-SALT (7258). ORDERS BEING PLACED FOR PICKUP MAY NOT BE AVAILABLE FOR 24 HOURS FROM THE TIME THE ORDER IS PLACED.

TERMS AND CONDITIONS -

- Provided this Price Quote Letter is signed and returned within ten (10) business days from the Date, Cargill agrees to hold the quoted prices firm from September 26, 2019 through April 30, 2020. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customer's adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
- If purchase is not made by December 31, 2019, Cargill reserves the right to revoke the pricing provided in this Price Quote Letter.
- The Estimated Tons figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Tons. Cargill is not obligated to sell Customer any quantity of the Estimated Tons.
- Cargill's obligation to sell Product(s) is SUBJECT TO PRODUCT AVAILABILITY. Cargill has the right to (i) decline, or suspend shipments of, any Customer order placed under this Price Quote Letter or (ii) terminate this Price Quote Letter if, at any time, Cargill encounters Product shortages due to commitments to other customers. In addition, Cargill reserves the right to decline, or suspend shipments of, any Customer order placed under this Price Quote Letter for any reason(s) relating to: Conditions at any Cargill terminal/production facility, weather conditions, or any other reason that may affect Cargill's ability to accept orders.
- Estimated delivery time shown to seven business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which vary or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
- By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s). Any individual signing this Price Quote on behalf of Customer represents and warrants that they have full authority to do so, and that the transaction described herein is consistent with any applicable procurement regulations.

Payment Terms	NET 30	Credit Limit	N/A
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Payment terms & credit limits are subject to change.

Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.

Cargill, Incorporated Salt, Road Safety Sara Kaminski Risk Analyst Sara.Kaminski@cargill.com 600-600-7258 - p 952-404-0401 - f	Accepted
	Signature:
	Name:
	Title:
	e-mail:

Confidential - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or reproduction of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CPT by reply e-mail / mail at the address above, and delete this document and any email related thereto.

Page 1 of 2



CITY OF NORWALK
Anthony R. Carr, PE, CFM
Chief of Operations and Public Works
acarr@norwalkct.org
P: 203-854-7792 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Mayor Harry W. Rilling
Honorable Members of the Common Council

FROM: Mr. Anthony R. Carr, PE, CFM – Chief of Operations and Public Works

CC: Mr. Chris Torre – Superintendent of Operations, Department of Public Works
Ms. Monique Cipriano, Executive Secretary, Department of Public Works
Ms. Dilene Byrd, Records Data Entry Clerk, Department of Public Works
Ms. Sharon Conners, Purchasing Agent, Finance Department

REF: Sole Source Procurement for Cargill "Clearlane" Treated Rock Salt

DATE: October 16, 2019

Treated salt describes a mixture of Sodium Chloride deicing salt Type "A" crushed rock salt treated with Magnesium Chloride, Sodium Gluconate, Xanthan Gum, and a Colorant Blend. The liquid treatment is intended to enhance the performance of the deicing rock salt over untreated salt as follows:

- Reducing corrosiveness
- Improving low temperature performance
- Reducing bounce and scatter
- Preventing clumping and salt pile freezing
- Enhancing rock salt flow ability

Cargill uses Xanthan Gum to bind the chemical composite of its "Clearlane" treated salt product as opposed to Molasses, which is used by Magic Salt and other similar treated salt products. Xanthan gum keeps treated salt from leaching during storage and allows us to pre-load our trucks, keeping them in a heated garage which increases our response time for winter weather events.

A major concern for efficient winter maintenance operations is ensuring a manufacturer's availability of a deicing product. Cargill provides nationwide production and distribution capabilities with two major distribution hubs in our region. Cargill's "Clearlane" product has the highest rating of all major treated salt products in corrosive resistance. This does not apply to vehicular traffic. However, this greatly benefits the Department's equipment that handles and distributes the treated rock salt materials, thus reducing fleet maintenance costs. Our experience with Cargill as our treated rock salt provider has been extremely favorable. This would be the Department of Public Works fourth winter season utilizing Cargill as our treated salt provider.

Your consideration to this request is greatly appreciated.

SOLE SOURCE PROCUREMENT REQUEST

Date - October 10, 2019

Please read the Sole Source procurement Policy printed on page 2 before filling out this request. This form is to be used in conjunction with the Procurement Request Form.

Briefly describe the scope of services or equipment needed. Attach a Procurement Request Form and complete specifications.

Sole source procurement of treated rock salt for FY 2020 winter season.

This purchase qualifies as a Sole Source procurement for the following reason(s):

- ☐ The compatibility of equipment is of paramount consideration.
- ☐ The compatibility of accessories, replacement parts is of paramount consideration.
- ☐ The sole supplier's item is needed for trial use or testing.
- ☐ The sole supplier's item is to be produced for resale or donation.
- ☐ A Public utility service
- ☒ Other, please explain -

Limited vendor availability using "Xanthan Gum" as a proprietary treated rock salt binding agent to meet City specifications.

Outline any research you did in determining that this vendor is the only one able to supply this item or service. Be specific as to names and addresses of firms or people contacted. Attach supportive documentation.

Treated salt describes a mixture of Sodium Chloride deicing salt Type "A" crushed rock salt treated with Magnesium Chloride, Sodium Gluconate, Xanthan Gum, and a Colorant Blend. Cargill uses Xanthan Gum to bind the chemical composite of its "Clearlane" treated salt product (as opposed to Molasses) used by Magic salt and other similar treated salt products. Xanthan gum keeps treated salt from leaching during storage and allows DPW to pre-load trucks, keeping them in a heated garage which increases our response time for winter weather events. Cargill has regional availability, and the highest corrosion resistance rating of major treated salt products.

Anthony R. Carr, PE, CFM Digitally signed by Anthony R. Carr, PE, CFM
Date: 2019.10.10 15:48:45 -0400

Department Head's Signature

The Purchasing Agent

Corporation Council

☒ Supports

☐ Does not support

☐ Supports

☐ Does not support

This request for a sole source purchase


Signature

Signature



MEMORANDUM

TO: Anthony Carr, P.E. – Chief of Operations and Public Works

FROM: Drew Berndmaier, P.E. – Senior Engineer

CC: Elisabeth Burns, P.E. – Principal Engineer
Paul Sotnik, PE – Senior Engineer
Tom Little, PE – Permit Engineer

REF: DPW Committee Agenda Item–Raymond & Day Trees: Flexi-Pave

DATE: September 10, 2019

I would like to request that the following item be added to the Agenda for the October 1, 2019 Public Works Committee meeting.

AUTHORIZATION:

1. Authorize the Chief of Operations and Public Works, Anthony Carr, to add Orders on Contract, to the Project PM 2019-2 PERMANENT ROADWAY REPAIRS AND SURFACE RESTORATION, for an amount not to exceed \$35,000, for the purpose of installing Flexi-Pave around approximately 52 trees, in the Raymond and Day Street area.

Account #'s 0917 0910 5777 C0560
 0917 0910 579G C0560
 0917 0910 579F C0560

The Flexi-Pave was specified and budgeted as part of the original Raymond & Day St Improvement Project scope. This installation was delayed per specification, long enough to determine which trees were likely to survive, before investing in the installation of this product. The funding will still come from the accounts established to conduct this work (Escrow & Redevelopment account balances, following completion of the Construction Management work). Because the original Project was substantially completed at the beginning of this calendar year, we are proposing to conduct this work through the City's restoration project, listed above, which has fixed, unit prices, for this type of work.

Of 56 trees planted in sidewalk planters, up to 4 require replacement, leaving approximately 52 trees to receive Flexi-Pave. Each tree well is approximately 15sf. Adding a 10% contingency results in a value close to \$35,000 (52 x (5'3) x \$40 x 1.1 = \$34,320).



MEMORANDUM

TO: Anthony Carr, P.E. – Chief of Operations and Public Works
FROM: Drew Berndlmaier, P.E. – Senior Engineer
CC: Elisabeth Burns, P.E. – Principal Engineer
REF: Common Council Agenda
DATE: October 16, 2019

I would like to request that the following items be included on the agenda for the October 22, 2019 Common Council meeting.

AUTHORIZATION:

1. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the contract between the City of Norwalk and Tighe & Bond, for Construction Inspection Services, which increases the value of the contract, by an amount, not to exceed \$434,000.

Account #'s

010000-2365
030000-2602
091540275777C0440
091740275777C0440
091840275777C0440
091940275777C0425

- A) The budget For Construction Observation services on the SoNo Collection project being provided is being increased due to extended hours worked by the Contractor. This will require an extension of the allotted budget to cover punchlist work going forward. The Escrow Account to be funded by the property owner.
- B) Environmental expert inspection services are mandated by Conservation Permits acquired for the City's Removal & Disposal of Deposited Sediment within Watercourses Project. The City also expects an increased need for everyday inspection services for this Project.

23-0814-0-P010
October 10, 2019

Mr. Drew Berndtmaier, PE
Senior Engineer
City of Norwalk
Department of Public Works
125 East Avenue
Norwalk, Connecticut 06856

**Re: SoNo Collection Infrastructure Improvements & Norwalk Capital Projects
Amendment No. 2 – Construction Services for Removal & Disposal of
Deposited Sediment Within Watercourses Project**

Dear Drew:

It is our understanding that the City of Norwalk would like to extend Tighe & Bond's existing agreement for Norwalk Department of Public Works (DPW) Capital Projects to provide additional construction phase services for the Removal & Disposal of Deposited Sediment Within Watercourses Project.

Based on discussions with the Norwalk DPW, we have assumed that the project duration will be 16 months. The additional construction phase services to be provided for this project include a full-time Construction Observer for overall project observation as well as a part-time Environmental Scientist during sediment excavation to meet the Conservation Commission's conditions on the Inland Wetland Permit. We have assumed a total of 2,800 hours of Construction Observation services will be provided and 560 hours of Environmental Scientist services will be provided. Based on staff availability, we anticipate that we will provide a Construction Observer 2 and Environmental Scientist 1 for this assignment. This proposal assumes that the City of Norwalk DPW will provide Construction Administration services for the project and coordinate operations with the Contractor. We have included a minor allowance of 20 hours for office engineering support by Tighe & Bond if required.

**Scope of Work – Removal & Disposal of Deposited Sediment
Within Watercourses Project**

We propose the following scope of services in support of the Norwalk DPW Capital Projects:

1. Provide full time on-site observation during periods of active construction. We have assumed 16 months of on-site observation will be provided, totaling 2,800 hours. Observe the construction to verify conformance with the plans approved by the City of Norwalk. Notify the City of Norwalk regarding observed deficiencies in the work.
2. Prepare daily observation reports covering the work in progress, and documenting delays to construction, unusual events, visitors to the work site, etc. Provide coordination of the construction activity with the City and advise the primary contact at the Norwalk DPW of the status of construction activity.
3. Provide measurement, computation, or checking of quantities of work performed and quantities of materials in place for partial and final payments to the Contractor(s).
4. Provide part-time on-site observation services by an Environmental Scientist experienced in wetland soils during periods of active excavation work within the

watercourses. Based on discussions with the Norwalk DPW, we have assumed that the Environmental Scientist will be required on-site for approximately 2 hours each visit, 2 days per week. Including travel time to and from the project site, we have assumed a total of 560 hours of Environmental Scientist services will be provided.

5. Provide limited office engineering support for the Construction Observer during the duration of Construction and project closeout. We have included an allowance of 20 hours for these services should they be required. We assume Construction Administration tasks, including review of shop drawings and other submittals, responses to Requests for Information (RFI's) and processing of requisitions and change orders will be performed by the City of Norwalk (or others) and are not included. Tighe & Bond will coordinate with the primary contact at the City to provide clarification and field support of the contract documents when required.
6. Provide coordination of outside testing and laboratory services, if required. We have assumed that the City of Norwalk will contract directly with a materials testing laboratory for these services. Tighe & Bond will arrange for and witness material testing to verify conformance with the approved plans and specifications.
7. Participate in a final review of the completed construction with Norwalk DPW staff and prepare a punchlist of corrective actions required.

Assumptions and Exclusions

1. We have assumed that the additional construction observation services for this project will be provided for a maximum of 2,800 hours (approximately 16 months) and Environmental Scientist services will be provided for a maximum of 560 hours (including travel time to and from the project site). Should additional construction observation services be required, an amendment can be provided for additional services. We have assumed a Construction Observer 2 and Environmental Scientist 1 will be on site for this assignment.
2. Field survey services, including preparation of an as-built survey, are not included.
3. We have assumed the materials testing laboratory will be contracted and scheduled directly by the Norwalk DPW for Capital Projects, if required. Field and laboratory material testing costs are not included.
4. Review or processing of requisitions and change orders is excluded.
5. All services not specifically identified in the scope of work are excluded.
6. Tighe & Bond's on-site observers will observe/view the Contractor's services for noticeable deficiencies from the contract documents, assist in design interpretation, and confirm the construction is in general conformity with the contract documents. We are on-site for the City of Norwalk's benefit and will notify the City of Norwalk of deficiencies in order for the City of Norwalk to determine if stopping the Contractor's services are appropriate and in the best interest of the Project performance. The means and methods the Contractor should use to accomplish the design element/component of the specifications will be determined by the Contractor, who will also be responsible for compliance with laws, rules, and regulations, as well as, the overall supervision of the site health and safety.

Fee

Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$379,900 as detailed below. We will undertake this work on an hourly plus expense basis under the terms and conditions of our existing Agreement with the City of Norwalk and you will be billed in accordance with the rates in the summary below. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus ten percent.

In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment.

For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give the City of Norwalk a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets.

Removal & Disposal of Deposited Sediment Within Watercourses Project:

Description	Estimate of Professional Hours	Hourly Rate	Estimated Fee
Construction Observer 2	2,800	\$110	\$308,000
Environmental Scientist 1	560	\$90	\$50,400
Office Engineering Support	20	\$175	\$3,500
Reimbursables			\$18,000
Total			\$379,900

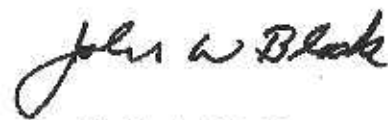
If you have any questions or comments, please contact John Block at (203) 712-1111 or Jon Richer at (203) 712-1117.

Sincerely,

TIGHE & BOND, INC.



Jonathan A. Richer, PE
Senior Project Manager



John W. Block, PE, LS
Senior Vice President

Acceptance:

On behalf of the City of Norwalk, the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

23-0814-0-P010
October 16, 2019

Ms. Lisa Burns, PE
Principal Engineer
City of Norwalk
Department of Public Works
125 East Avenue
Norwalk, Connecticut 06856

**Re: SoNo Collection Infrastructure Improvements & Norwalk Capital Projects
Amendment - Additional Construction Observation Services for SoNo
Collection**

Dear Lisa:

It is our understanding that the City of Norwalk would like to extend Tighe & Bond's existing agreement to provide additional construction observation services for the SoNo Collection Infrastructure Improvements Project through approximately November 29, 2019. Our existing agreement included construction observation services from April 1, 2019, through September 30, 2019.

We have assumed that the additional construction observation services for the SoNo Collection Project will be provided on a full-time basis from October 1, 2019, through November 29, 2019. These additional construction observation services are required to observe the completion of paving operations and observe the correction of punchlist items. We have assumed a total of 360 additional hours of Construction Observation services will be provided and 20 additional hours of Office Engineering support will be provided to administer the punchlist. This proposal assumes that the City of Norwalk DPW will continue to provide Construction Administration services for the project and coordinate operations with the Contractor.

**Scope of Work – SoNo Collection Infrastructure
Improvements**

We propose the following additional scope of services for the SoNo Collection Infrastructure Improvements:

1. Provide full time on-site observation during periods of active construction, which we have assumed will extend from October 1, 2019, to November 29, 2019. Observe the construction to verify conformance with the plans approved by the City of Norwalk. Notify the City of Norwalk regarding observed deficiencies in the work. We have assumed an additional 360 hours of Construction Observation time and 20 additional hours of Office Engineering support will be provided.
2. Prepare daily observation reports covering the work in progress, and documenting delays to construction, unusual events, visitors to the work site, etc. Provide coordination of the construction activity with the City and advise the primary contact at the Norwalk DPW of the status of construction activity.
3. Provide limited office engineering support for the Construction Observer during the duration of Construction and project closeout. We have included an allowance of 20 hours to administer and document the project punchlist. We assume Construction

Administration tasks, including review of shop drawings and other submittals, responses to Requests for Information (RFI's) and processing of requisitions and change orders will be performed by the City of Norwalk (or others) and are not included. Tighe & Bond will coordinate with the primary contact at the City to provide clarification and field support of the contract documents when required.

4. Provide observation of the performance of outside testing and laboratory services. We have assumed that the project developer will contract directly with a materials testing laboratory for these services and will schedule the testing when needed. Tighe & Bond will witness material testing and review any reports provided to verify conformance with the approved plans and specifications.
5. Participate in a final review of the completed construction with Norwalk DPW staff and prepare a punchlist of corrective actions required.

Assumptions and Exclusions

1. We have assumed that the additional construction observation services for the Norwalk DPW Capital Projects will be provided for a maximum of 360 hours (approximately 45 work days). Should additional construction observation services be required, an amendment can be provided for additional services. We have assumed a Construction Observer 3 will be on site for this assignment.
2. Field survey services, including preparation of an as-built survey, are not included.
3. We have assumed the materials testing laboratory will be contracted and scheduled directly by the SoNo Collection project, if required. Field and laboratory material testing costs are not included.
4. Review or processing of requisitions and change orders is excluded.
5. All services not specifically identified in the scope of work are excluded.
6. Tighe & Bond's on-site observers will observe/view the Contractor's services for noticeable deficiencies from the contract documents, assist in design interpretation, and confirm the construction is in general conformity with the contract documents. We are on-site for the City of Norwalk's benefit and will notify the City of Norwalk of deficiencies in order for the City of Norwalk to determine if stopping the Contractor's services are appropriate and in the best interest of the Project performance. The means and methods the Contractor should use to accomplish the design element/component of the specifications will be determined by the Contractor, who will also be responsible for compliance with laws, rules, and regulations, as well as, the overall supervision of the site health and safety.

Fee

Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$53,900 as detailed below. We will undertake this work on an hourly plus expense basis under the terms and conditions of our existing Agreement with the City of Norwalk and you will be billed in accordance with the rates in the summary below. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus ten percent.

In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment.

For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give the City of Norwalk a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets.

SoNo Collection Infrastructure Improvements:

Description	Estimate of Professional Hours	Hourly Rate	Estimated Fee
Construction Observer 3	360	\$135	\$48,600
Office Engineering Support	20	\$165	\$3,300
Reimbursables			\$2,000
Total			\$53,900

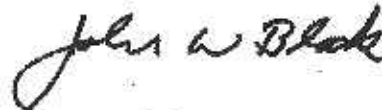
If you have any questions or comments, please contact John Block at (203) 712-1111 or Jon Richer at (203) 712-1117.

Sincerely,

TIGHE & BOND, INC.



Jonathan A. Richer, PE
Senior Project Manager



John W. Block, PE, LS
Senior Vice President

Acceptance:

On behalf of the City of Norwalk, the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

RECREATION AND PARKS SHOWMOBILE
2019 - 2020 RENTAL APPLICATION FORM

APPLICATION

NAME OF ORGANIZATION: Rallye for Pancreatic Cancer
REPRESENTATIVE NAME: Mark Schlegel
ADDRESS: 49 Cove Avenue, Norwalk, CT 06855
EMAIL: mschlegel57@gmail.com
CITY: _____
HOME PHONE: 203-853-3873 REPRESENTATIVE PHONE: 203-434-8540
BUSINESS PHONE: _____
RENTAL DATES: 5/17/20 TIME: 7:00AM - 6:00PM
LOCATION OF RENTAL: Calf Pasture Beach
PURPOSE OF RENTAL: Fund Raiser Event
INSURANCE COVERAGE: _____
FEE: \$250 DEPOSIT: _____ BOND: _____
APPLICANT SIGNATURE: Mark C Schlegel DATE: 8/6/19
APPROVED BY: _____ DATE: _____
COMMITTEE APPROVAL: _____ DATE: _____

POLICY

A. USE OF SHOWMOBILE

1. The Director of Recreation and Parks will allocate the use of the Showmobile to Norwalk based non-profit organizations subject to availability. The Recreation and Parks Committee and the Norwalk Common Council will decide which non-Norwalk organizations and for profit organizations are allowed to rent the Showmobile
2. Organizations using the Showmobile will not be allowed to mask any logo or any other portion on or in the Showmobile, nor can tape of any kind be used on any of its surfaces
3. Only authorized Personnel of the Recreation and Parks Department will be allowed to move and operate the Showmobile. Personnel must be hired to deliver, set up, close up and return it to the Norwalk Parks Department

B. RENTAL FEES, DEPOSITS AND BONDS

1. The Director shall establish all rental fees based on all Department costs of providing the Showmobile to the renting organization. The minimum fee for the use of the Showmobile is \$500.00 for Norwalk based non-profit organizations and \$700.00 for all other organizations. The Norwalk Exchange Club is exempt from the rental fee
2. A deposit of \$100.00 must accompany all applications. The deposit will only be refunded if the application is denied. In all cases where applications are approved the deposit will be used toward the final rental fee. All rental fees and operating costs exceeding the deposit must be paid in full 45 days prior to the organizations rental date
3. The Director may require a bond of up to \$1,000.00 on any rental, as well as specified insurance coverage
4. All organizations must name the City of Norwalk as additionally Insured on a standard \$1,000,000.00 liability policy
5. All organizations must pay the operating costs for transportation, set up and removal of the Showmobile (NO EXCEPTIONS)



Established 1982

7 Isaac Street
Pontian Society Way
Norwalk, Connecticut 06851
203-667-0483

Executive Committee
April 2017 – March 2019

Theodoros Giapoutzis
President

Gus Tsilfides
Vice President

Kathy Tsilfides
Secretary

Sakis Symeonidis
Asst. Secretary (Greek)

Felicia Theodoridis
Treasurer

Niki Boucias
Asst. Treasurer

Harry Ylavarakas
Public Relations – Social Media

Kiki Taraskis
Dance Group Coordinator

George Togridis

Damian Togridis
Dance Instructor

George P. Tsilfides

Enosis Pontion "Yinekon"

Kathy Tsilfides
President

Eleni Giannoglou
Vice President

Chrysa Tiktapanidis
Secretary

Voula Georgiades
Asst. Secretary

Ana Georgiades
Treasurer

Jane Semertzides
Asst. Treasurer

Phia Eufthalitsidis
Simela Radis

January 23, 2018

City of Norwalk
Harry Rilling, Mayor

Dear Mayor:

The Greek Community of Norwalk has grown in great numbers over the past forty years. We are entering a stage where most of our population is becoming third generation. In our desire to help maintain our heritage by teaching our youth and, educating those who are not aware of our history, we have undertaken an attempt to create a lasting symbol of our people.

We are writing to you to explore the possibilities of placing a monument or memorial in a prominent location in our town, for all to see.

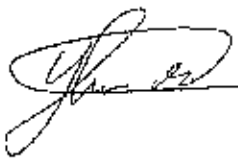
Our Community consists mainly of Pontian Greeks, who have a history and background that we are proud of and at the same time have a great desire to inform those who are not aware of it.

The presence of the Pontians may be traced back to the mid-eighth century B.C. Their initial Greek settlements are mentioned by Xenophon/Xenophone Anabasis.

Part IV, Ch. VIII and Part V, Ch. I-VIII. Trapezous (Trabzon) and Sinope, before the emergence of the Pontian Kingdom controlling the North Coast of Asia Minor and part of its hinterland. Philosophers and historians such as Diogenes, Diodorus and Strabon make part of the past of this region. The influence of this power in the region and over the Euxinus Pontus, its contribution to trade, culture and civilization during the Hellenistic and Byzantine periods are well attested. See inter alia Falmeryer, History of the Imperium of Trapezous, Ed. Kiriakidis, Thessaloniki.

The history of the Pontian people is full of achievement and honor, but at the same time, they have struggled and suffered to persevere and carry on our culture and traditions through language and music.

We are hoping that you would be willing to listen to our simple request and hopefully give us an audience at some point in the future so that we may discuss our plans and listen to your suggestions on the matter.



Sincerely,

Theodoros Giapoutzis
President



Kathy Tsilfides
Secretary



Established 1982

7 Isaacs Street
Pontian Society Way
Norwalk, Connecticut 06851
203-667-0483

Executive Committee
April 2017 – March 2019

Theodoros Giapoutzis
President

Gus Tsilifides
Vice President

Kathy Tsilifides
Secretary

Sakis Symeonidis
Asst. Secretary (Greek)

Felicia Theodoridis
Treasurer

Niki Soulas
Asst. Treasurer

Jerry Yliouanakis
Public Relations – Social Media

Kiki Tarasidis
Dance Group Coordinator

George Togrdis
Dance Instructor

George P. Tsilifidis

Enosis Pontion "Yinekon"

Kathy Tsilifides
President

Eleni Giannoglou
Vice President

Chrysa Tiktapanlidis
Secretary

Voula Georgiades
Asst. Secretary

Ana Georgiades
Treasurer

Jane Semertzides
Asst. Treasurer

Phia Eufthalitsidis
Simela Radis

City of Norwalk
Harry Rilling, Mayor

We live in the most diverse and multi-cultured nation in the world, and it is precisely this diversity that lays as the foundation of our strength. The tolerance that this great nation of ours has vividly displayed throughout its 242 years of existence is the foundation upon which our enormous strength is based. This is what our forefathers had intended, an ideology and legacy that would reach all people not only in the U.S.A. but to the world in general.

The Statue of Liberty stands as a symbol and testament to Americans resolve in championing the struggle to be free and independent. Similarly, the monument of American soldiers in WW2 raising our flag in victory over tyranny symbolizes our values for freedom and not a hatred for those who stand to eliminate this cherished independence.

Likewise, in the same spirit, we come to you today to give you a short insight and synopsis of a request that we, the Pontian-Greek Community, which incidentally represents 85% of the Norwalk Greek Community, (the first Pontian-Greeks settled here in 1908), would like to make to you.

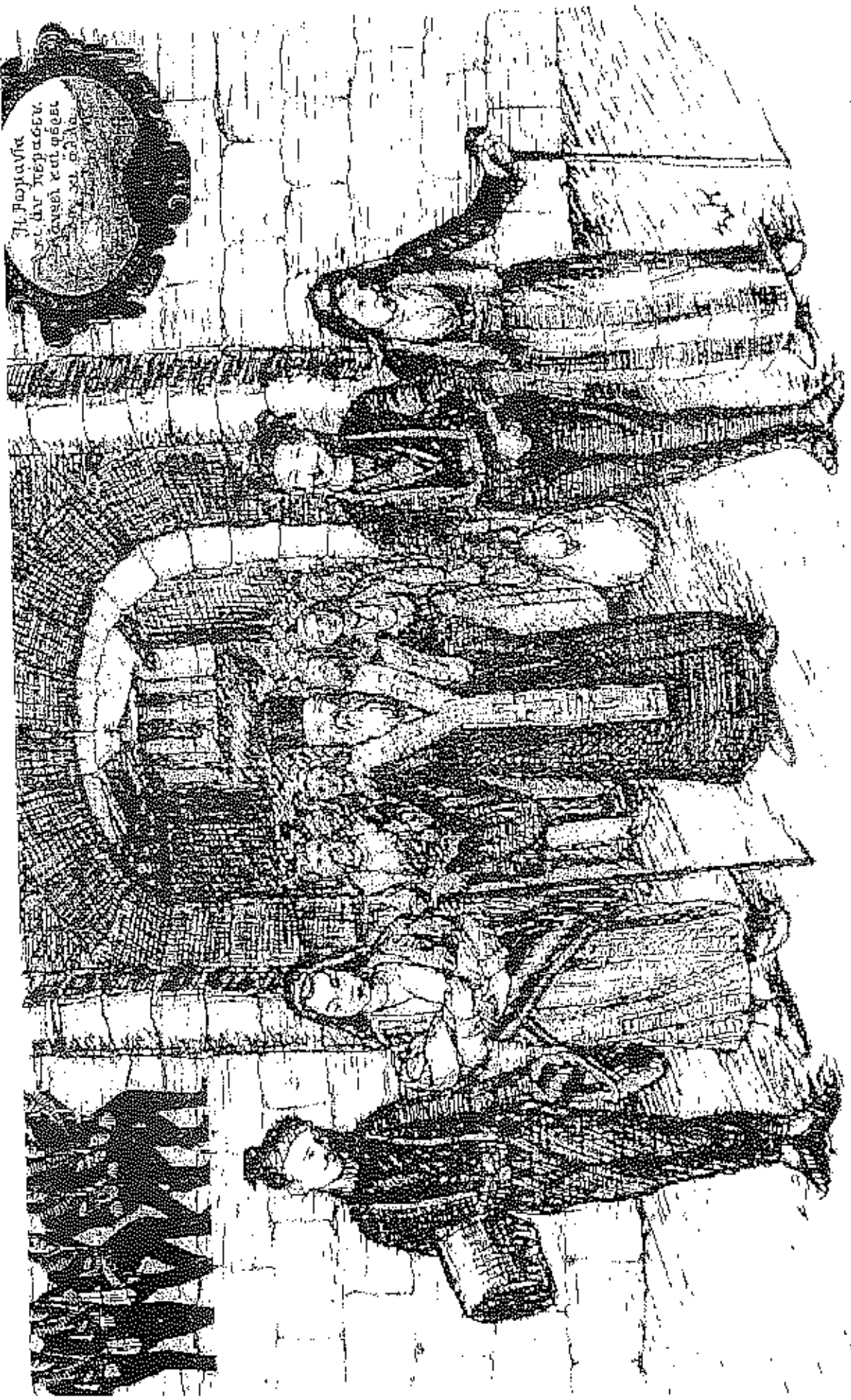
Regarding our request for a location, suitable for a monument or memorial honoring our ancestors and the memory of their struggles, we believe the most likely and most accessible to our members would be the Green near St. Paul's Church.

We would like you to consider honoring our request for this location if possible because it is nearest to our location on Isaac Street and is a very central location in Norwalk.

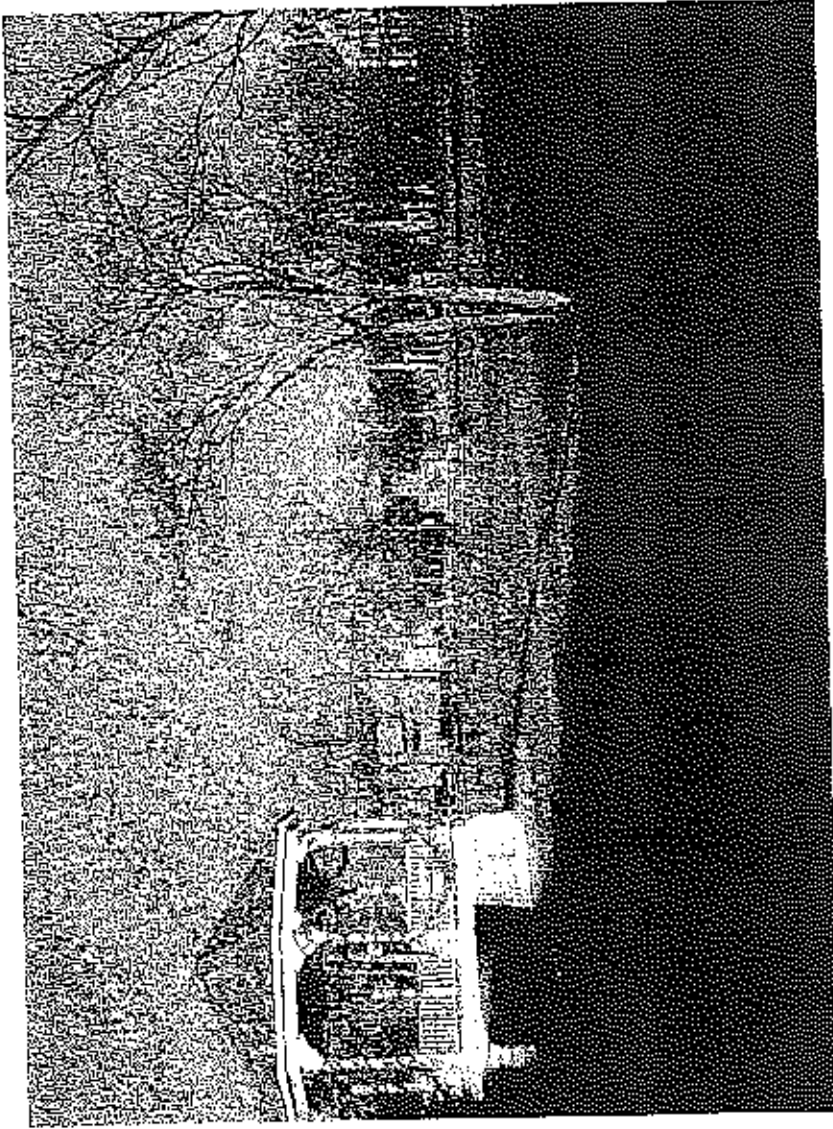
We envision a sculpted monument on a solid piece of granite or marble depicting the exodus of our people.

They left their homelands of more than 2,500 years, taking with them only the few belongings that they could carry, leaving behind them their homes and over 353,000 dead relatives.

Having been scattered all over mainland Greece, they have rebuilt their homes and lives and have reestablished themselves and their culture through hard work and perseverance.



Η Παναγία
καὶ ὁ Χριστός
ἐν τῷ θρόνῳ
ἐν τῇ ἐκκλησίᾳ

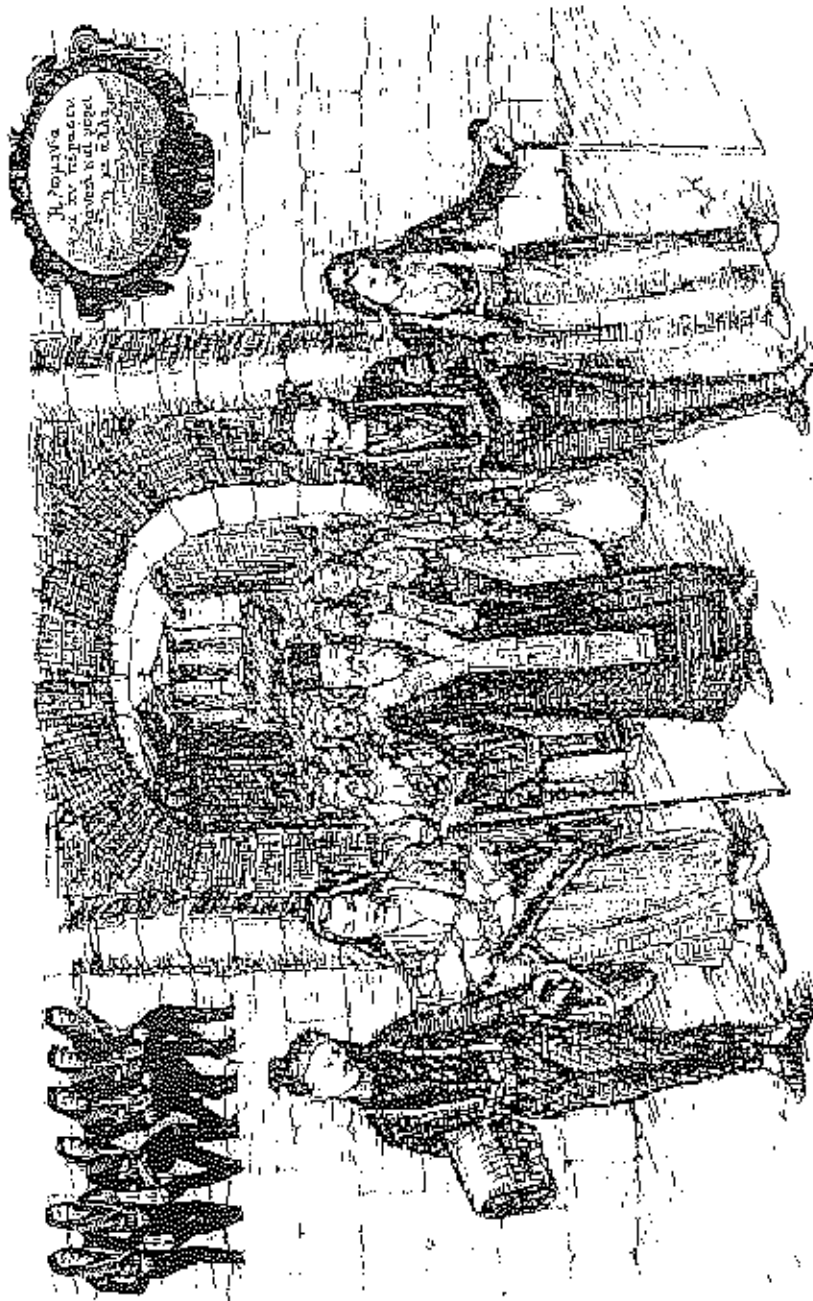


Scheme 1

Location Photo

Pontian Society
"PONTOS"
 7 ISAAC STREET
 NEWARK, CONNECTICUT 06351
 (703) 836-4333

CIMA GROUP
 Architects • Interior Designers • Engineers
 2 Laurel Drive • PO Box 190 • Mt. Vernon, NY 10550



Monument Engraving

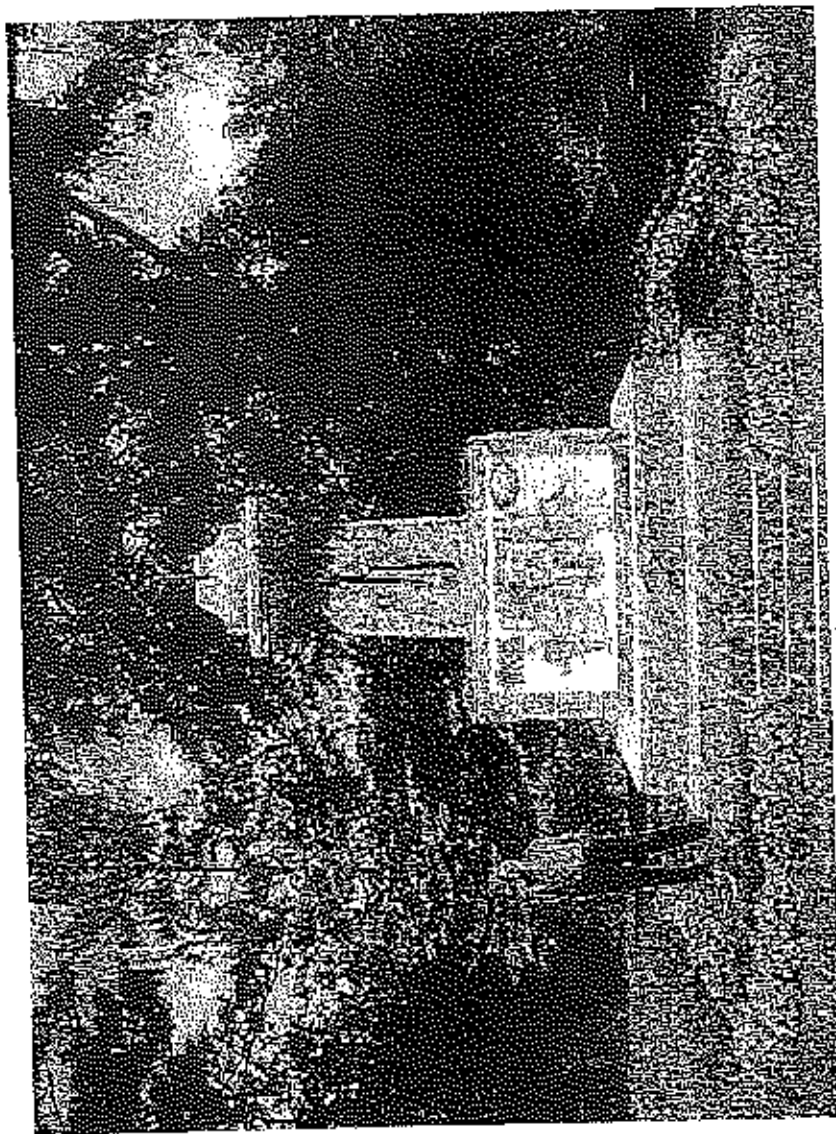
Pontian Society

"PONTIOS"

7 ISAAC STREET
NORWALK, CONNECTICUT 06850
(203) 638-6355

CIMA GROUP -

Architects • Interior Designers • Engineers
2 Deane Drive • White Plains, NY 10604



Scheme 1

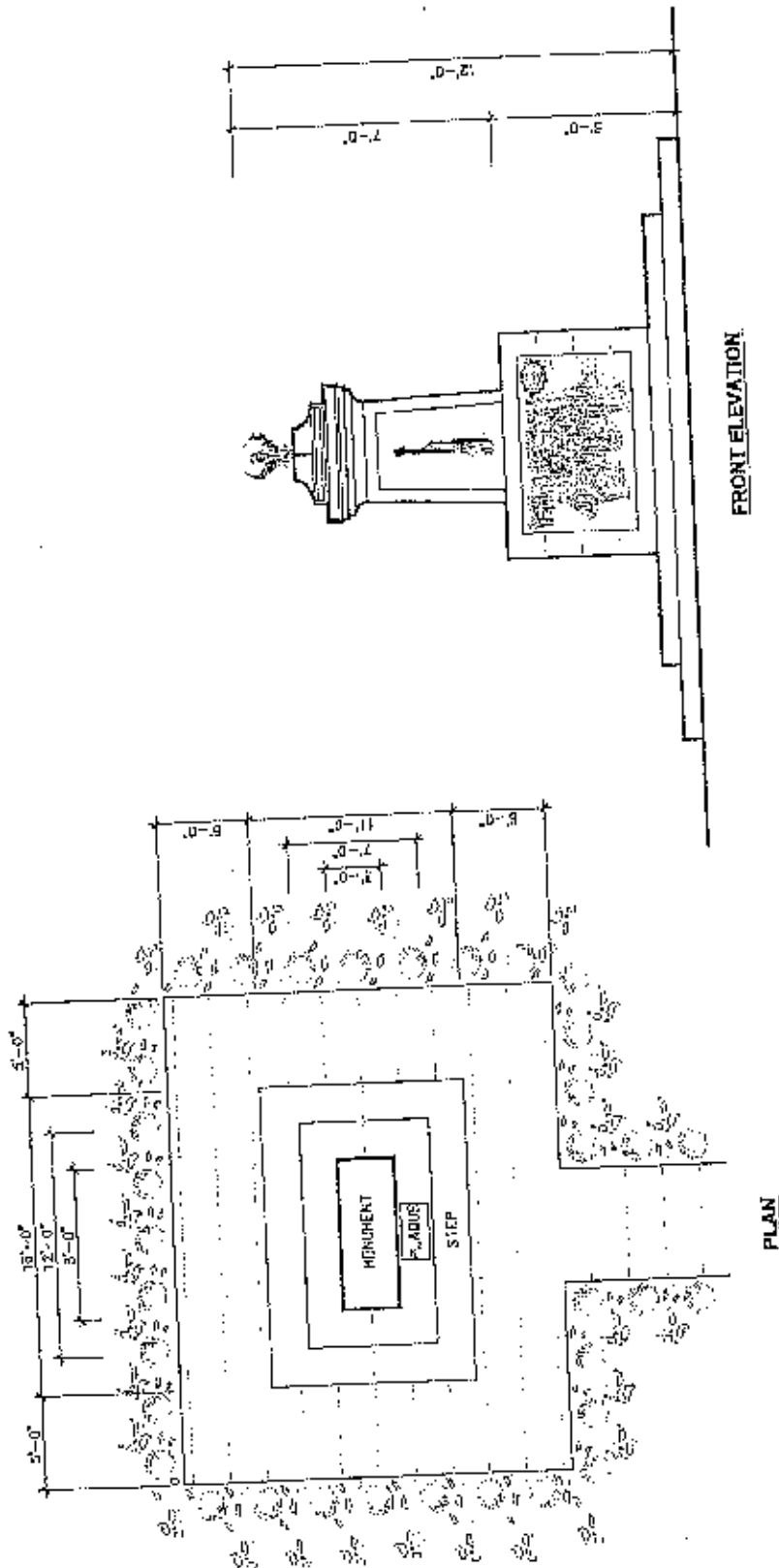
Location Close Up Photo

Pontian Society
"PONTOS"

7 ISAAC STREET
HURON, CONNECTICUT 06438
(203) 830-6335

CIMA GROUP

Architects • Interior Designers • Engineers
300 Madison Avenue • New York, NY 10017



Plan and Elevations

Scheme 1

CIMA GROUP

Architects - Interior Designers - Engineers
2000 Main Drive - North Haven, CT 06457

Pontian Society
"PONTOS"

700 Main Street
North Haven, Connecticut 06457
(203) 636-6355

THEY LEFT THEIR HOMELANDS OF MORE THAN 2,500 YEARS, TAKING WITH THEM ONLY A FEW BELONGINGS THAT THEY COULD CARRY, LEAVING BEHIND THEM THEIR HOMES AND OVER 350,000 DEAD RELATIVES.

HAVING BEEN SCATTERED ALL OVER MAINLAND GREECE, THEY HAVE REBUILT THEIR HOMES AND LIVES AND HAVE REESTABLISHED THEMSELVES AND THEIR CULTURE THROUGH HARD WORK AND PERSEVERANCE.

PLAQUE DETAIL



EAGLE MOTIF

Scheme 2



MUSICAL INSTRUMENT

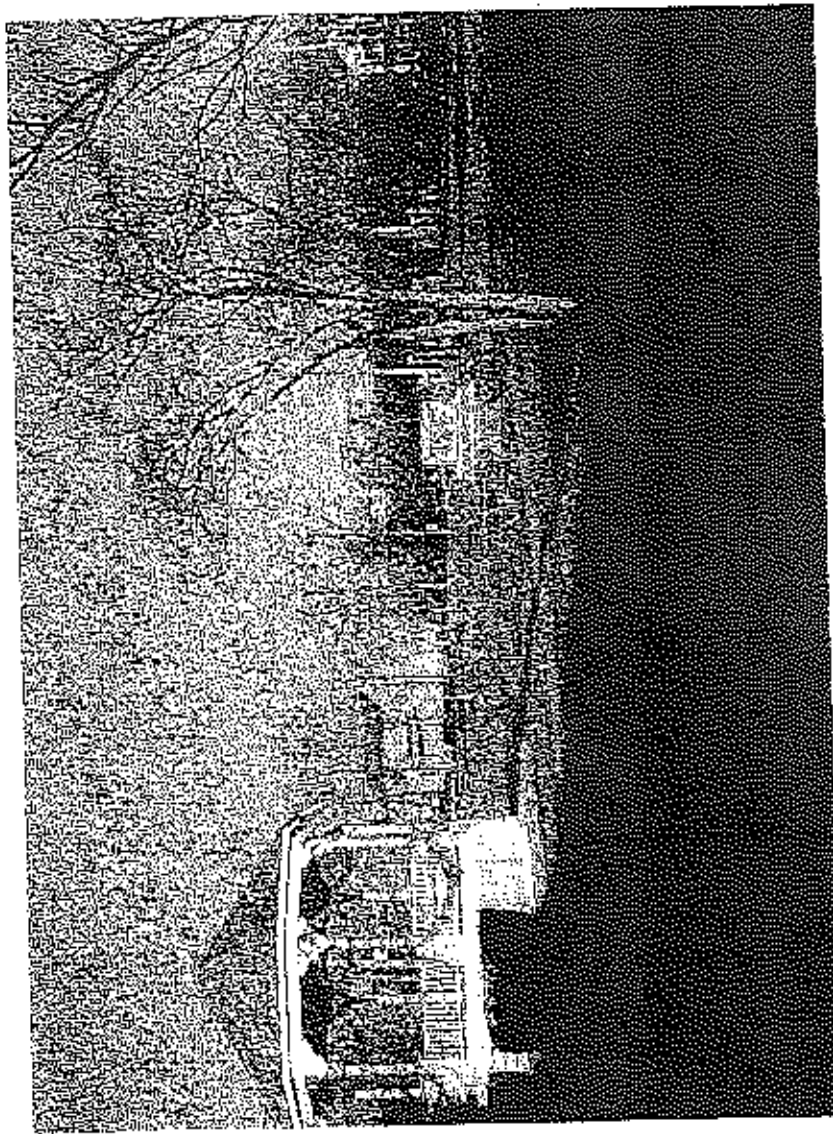
Details

Pontian Society
"PONTOS"

7 ISAAC STREET
NORWALK, CONNECTICUT 06850
(203) 838-0355

CIMA GROUP

Architects - Graphic Designers - Engineers
200 West 10th St. - New York, NY 10011



Location Photo

Scheme 2

CIMA GROUP
 Architects • Interior Designers • Engineers
 100 West 10th Street • White Plains, NY 10604

Pontian Society
"PONTOS"
 7 ISAAC STREET
 NORWALK, CONNECTICUT 06850
 (203) 888-0335



Location Close Up Photo

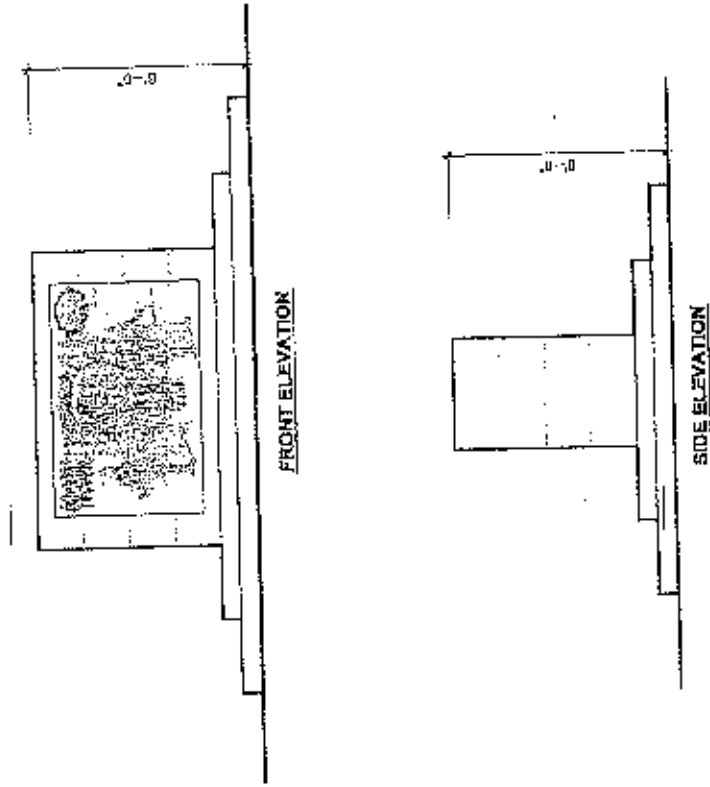
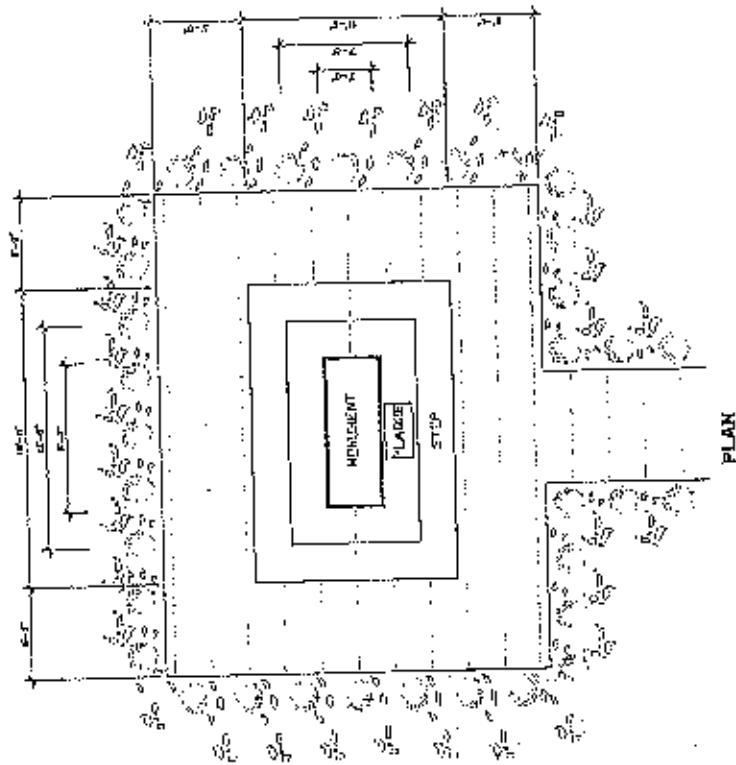
Scheme 2

Pontian Society
"PONTOS"

7-24-00 STREET
MONTWALK, CONNECTICUT 06050
(203) 823-5355

CIMA GROUP

Architect • Interior Design • Engineering
2 Bedford Drive • White Plains, NY 10606



Plan and Elevations

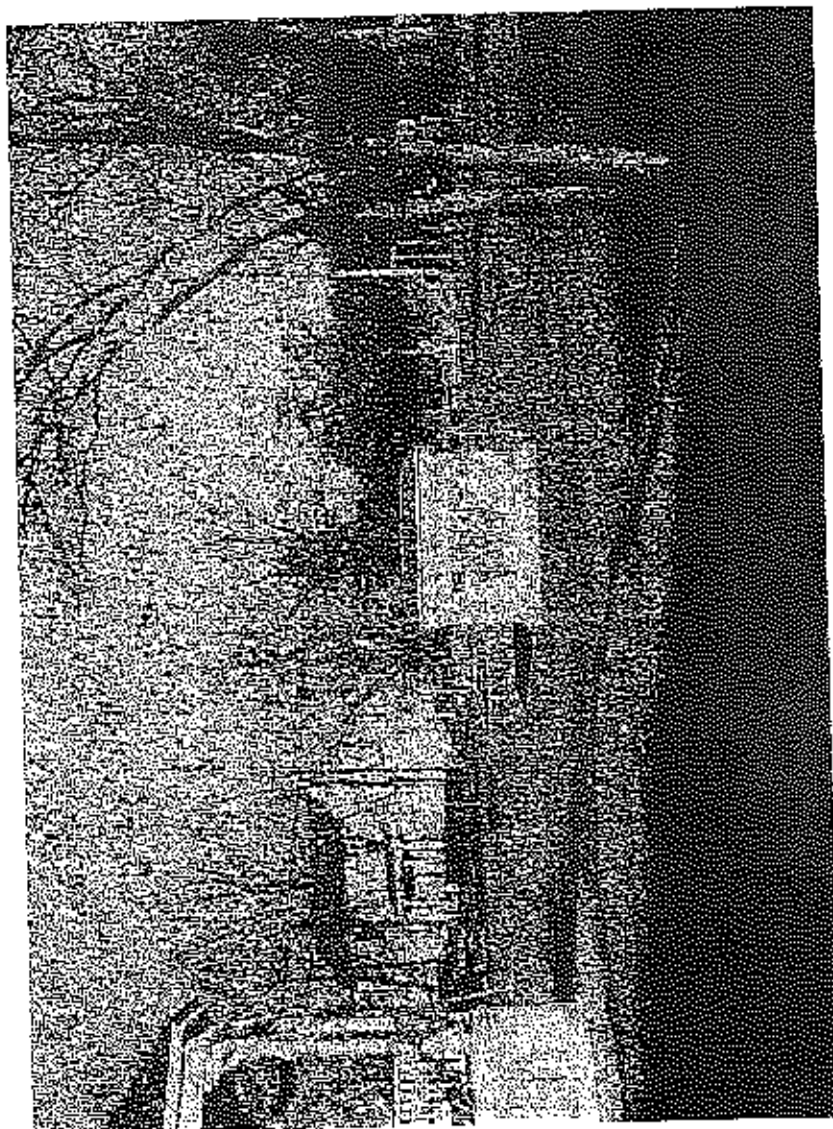
Scheme 2

CIMA GROUP

Architects • Interior Design • Engineering
100 West 10th Street • New York, NY 10011

Pontian Society
"PONTOS"

755 AC STREET
HONOLULU, HAWAII 96813
(808) 538-6855

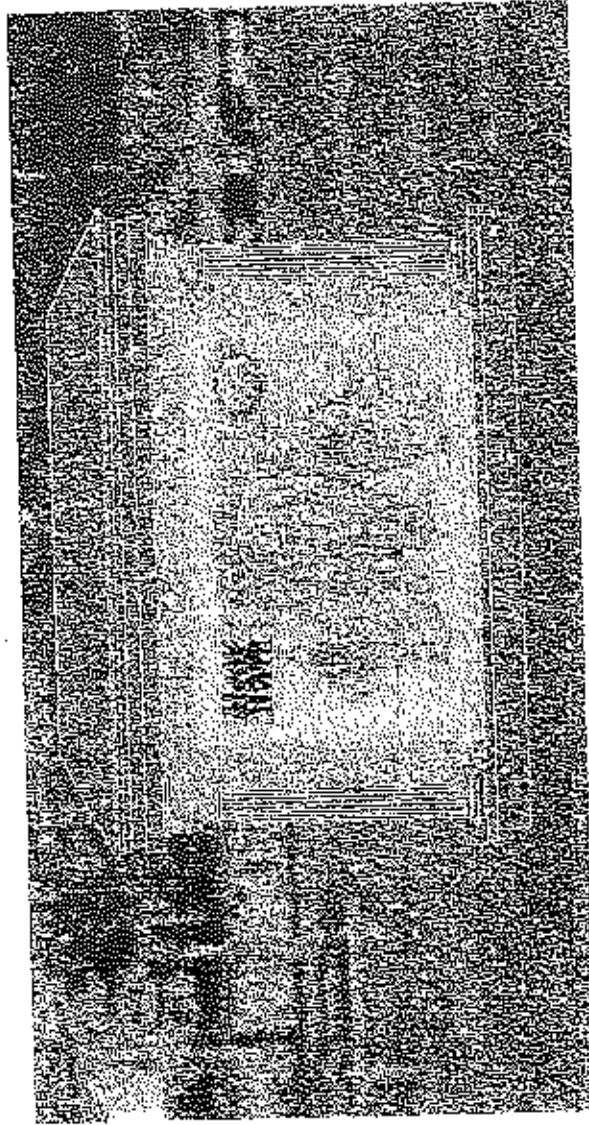


Location Photo

Scheme 3

CIMA GROUP
 Architects - Interior Designers - Engineers
 300 West 10th Street • New York, NY 10011

Pontian Society
"PONTOS"
 715 6th Street
 NORWALK, CONNECTICUT 06850
 (203) 836-8885



Scheme 3

Location Close Up Photo

Pontian Society
"PONTOS"

7 ISAAC STREET
HOENWALK, CONDUCTICUT 06830
(203) 338-8335

CIMA GROUP

Architecture • Interior Design • Engineering
3 Downside Drive • 10300 Midway, NY 10957

PROBABLE COST

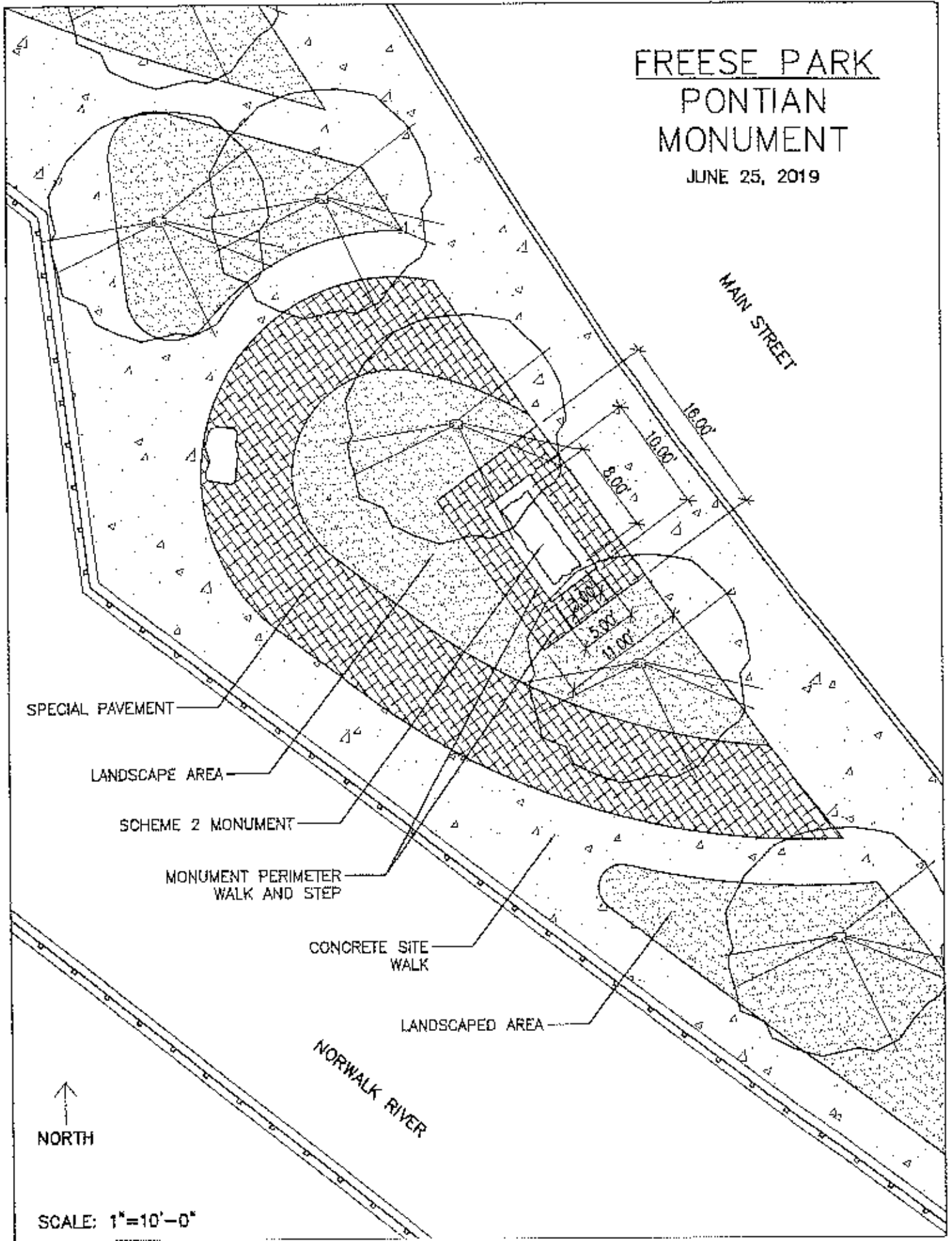
Site Prep	5,000.00
Monument Purchase	25,000.00
Monument Engraving	30,000.00
Lighting (allowance)	5,000.00
Landscaping (allowance)	3,000.00
Construction	<u>8,000.00</u>
	\$ 76,000.00
A/E Fees	<u>7,600.00</u>
	\$ 83,600.00
ADJUSTED TOTAL	\$ 85,000.00

Pontian Society "PONTOS"
of Norwalk CT
7 Isaac Street
Norwalk, CT 06851
Theodoros Giapoutzis
203-667-0483
George P. Tsilfidis
203-249-6166

Edgewater Group
Nick Pasalidis
44-46 Foster Road
Unit #17
Hopewell JCT, NY 12533
914-509-6557

FREESE PARK PONTIAN MONUMENT

JUNE 25, 2019





BIDDER'S INFORMATION AND ACKNOWLEDGMENT FORM

A. V. Tuchy, Inc.
Bidder's Name

1 McClintock Street
Street Address

Norwalk	CT	06851
City	State	Zip

Business Telephone:	203-847-2461
---------------------	--------------

Email Address:	ddiscala@avtuchybuilders.com
----------------	------------------------------

David W. DiScala, Vice President
Printed Name and Title of Individual Submitting Bid

The undersigned acknowledges that the terms, conditions and specifications of this bid are understood and unconditionally accepted.	
	8/15/19
Signature	Date

SECTION 1 - FORMS OF PROPOSAL

1.1 RESPONSE FORM -- 3948 Window and Door Replacement at Ripka's Beach Café

Vendor Name - A. V. Tuchy, Inc.		
Address - 1 McClintock Street, Norwalk, CT 06851		
Phone - 203-847-2461	Fax - 203-847-7116	Email - ddiscala@avtuchybuilders.com
Manager - David W. DiScala		Fed ID# 06-0976993

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied himself as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

The undersigned further agrees, in case of variations of quantities from those shown or specified, the following unit prices will be used in adjusting the contract price. If quantities are authorized by the City, the following amount will be added to the contract as required. Unless otherwise noted, each UNIT PRICE shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved.

It is further understood and agreed that all the information included in, and attached to, or required by the Request for Bid shall become public record upon delivery to the City. The following unit prices shall apply to this project:

A.	Window and Door Replacement - TOTAL LUMP SUM FEE	\$ 104,940.00
In Writing: One Hundred Four Thousand Nine Hundred Forty Dollars		

Alt-1	Removal of Hurricane Shutter Systems (City of Norwalk will dispose of them)	\$ 3,220.00
In Writing: Three Thousand Two Hundred Twenty Dollars		

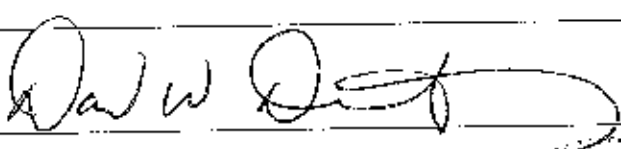
Bid Security in the form of a (check one) is attached.	☒ Bond	☐ Certified Check
Cost of performance bond included in lump sum	\$ 25.00	per thousand dollars
Insurance Agency Name-	The Watts Group LLC	Tel.- 860-231-7250
Agency Address -	65 LaSalle Road, Suite 209 West Hartford, CT 06107	

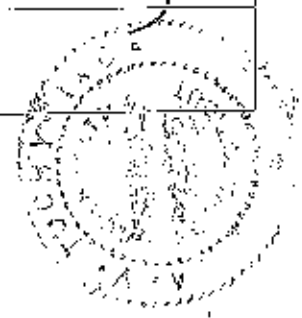
Submitted by - A. V. Tucky, Inc.	
Authorized Agent of Company (name and title) David W. DiScala, Vice President	Date 8/15/19

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	1	Dated	7/26/19	Addendum #		Dated	
Addendum #	2	Dated	8/8/19	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

Submitted by:

Print Name of Authorized Agent of Company	David W. DiScala
Signature of Authorized Agent of Company	
Date	8/15/19



PROJECT:	3948 Window & Door Replacement at Kipka's Beach Café
VENDOR NAME:	A. V. Tuchy, Inc.

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business - 63
2. Number of personnel employed Part-time - 1, Full-time 11.
3. List projects of this type/size your firm has completed within the last five (5) years:

Projects	Date	Contact Person	Phone No.	Contract Cost
SEE ATTACHED				

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	☐	general partnership
	☐	limited partnership
	☐	limited liability corporation
	☐	limited liability partnership,
	☐	corporation doing business under a trade name
	☐	individual doing business under a trade name
	☒	other (specify) Connecticut Corporation

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes ☒	No
	Out-of-State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No
CT LICENSE/REGISTRATION NUMBER	MCO.0903241		
6. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form: N/A			
Business Name			
Address			
City	State	Zip	
Name of Agent			

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt + Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also, indicate the portion or section of work a subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
FURNISHED UPON AWARD OF CONTRACT			

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

END OF SECTION



Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

A.V. Tuck, Inc.

1 McClintock Street

Norwalk, Connecticut 06857

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

300 Windsor Street, Hartford, CT 06120

OWNER:

(Name, legal status and address)

City of Norwalk

125 East Avenue

Norwalk, CT 06856

BOND AMOUNT: \$ Ten Percent of the Amount Bid (10%)

PROJECT:

(Name, location or address, and Project number, if any)

Window & Door Replacement at Ripka's Beach Cafe

99 Cliff Pasture Beach Road, Norwalk, CT

Project No.: 3848

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

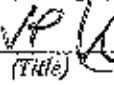
Signed and sealed this 15th day of August, 2019


(Witness)


(Witness)

A.V. Tachy, Inc.

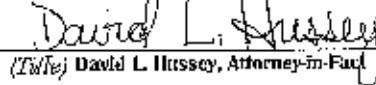
(Principal)

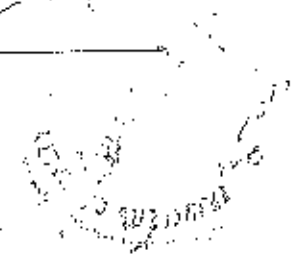

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)


(Title) David L. Hussey, Attorney-in-Fact





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David L. Hussey** of West Hartford, Connecticut, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Board of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointees such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of August, 2019



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



McClintock Street
Norwalk, Connecticut 06851
Telephone: 203/247-2461
Fax: 203/847-7116

MAJOR PROJECTS COMPLETED IN THE PAST SEVEN (7) YEARS

Camp/Paddle Pavilion
Shorehaven Golf Club, Inc.
14 Canfield Avenue
Norwalk, CT 06855
\$1,100,000.00
Architect: K G & D Architects
May, 2019

Compo Beach South Restrooms
Town of Westport
60 Compo Beach Road
Westport, CT 06880
\$615,000.00
Architect: QA&M Architecture
May, 2019

1529 Post Road East - Addition
1529 Post Road East
Westport, CT 06880
L. H. Design
\$999,982.00
December, 2018

Window & Door Replacement II
West Rocks Middle School
81 West Rocks Road
Norwalk, CT 06851
Silver/Petrucelli Architects
\$2,118,000.00
August, 2018

Side By Side Charter School
10 Chestnut Street
Norwalk, CT 06854
Stein/Troost Architects
\$3,498,720.00
August, 2018

Cafeteria & Kitchen Upgrades
Kendall Elementary School
57 Fillow Street
Norwalk, CT 06850
Gill & Gill Architects
\$195,000.00
August, 2018

Saint Pius X Office Fit-up
Saint Pius X Roman Catholic Church
834 Brookside Drive
Fairfield, CT 06824
Doyle Coffin Architecture, LLC
\$318,000.00
March, 2017

ADA Improvements - Phase I
First Presbyterian Church of Stamford
1101 Bedford Street
Stamford, CT 06905
K G & D Architects, PC
\$1,208,000.00
January, 2017

Fellowship Hall Renovation - Phase II
First Presbyterian Church of Stamford
1101 Bedford Street
Stamford, CT 06905
K G & D Architects, P. C.
\$945,000.00
May, 2017

Windows & Doors Replacement I
West Rocks Middle School
81 West Rocks Road
Norwalk, CT 06851
Silver/Petrucelli & Associates
\$1,470,000.00
August, 2017

MAJOR PROJECTS COMPLETED IN THE PAST SEVEN (7) YEARS

Pool & Locker Room Refurbishment

Staples High School
70 North Avenue
Westport, CT 06880
Cusato Architecture
\$785,000.00
August, 2017

Renovations to Club House

Shorehaven Golf Club, Inc.
14 Canfield Avenue
Norwalk, CT 06855
K G & D Architects
\$8,862,795.00
February, 2016

Landlord Improvements

Retail Business Center, LLC
495 Westport Avenue
Norwalk, CT 06851
Gallin Becker Design Studio, PLLC
\$750,000.00
June, 2015

Site Improvements - Maintenance Facility

Birchwood Country Club
22 Kings Highway South
Westport, CT 06880
Philip M. Cerrone, III, Architect
\$172,101.00
May, 2015

New Turf Maintenance Facility

Aspetuck Valley Country Club
67 Old Redding Road
Weston, CT 06883
Philip M. Cerrone, III, Architect
\$2,239,585.00
August, 2015

Showroom Renovations - Aitoro Appliance

Aitoro Appliance Co.
401 Westport Avenue
Norwalk, CT 06851
Beinfield Architecture, P.C.
\$1,000,000.00
August, 2015

New Pool Building & Addition to Tennis Building

Shorehaven Golf Club, Inc.
14 Canfield Avenue
Norwalk, CT 06855
K G & D Architects
\$1,540,000.00
May, 2014

Landlord Improvement Project

Rite Development Group, LLC
542 Westport Avenue
Norwalk, CT 06851
Dennis T. Mitchell, AIA
\$950,000.00
April, 2014

MAJOR PROJECTS COMPLETED IN THE PAST SEVEN (7) YEARS

Tenant Fit-Up

Pepperidge Farm, Inc.
542 Westport Avenue
Norwalk, CT 06851
Perkins Eastman Architects
\$1,400,000.00
April, 2014

New Faith Center

St. Pius X Roman Catholic Church
834 Brookside Drive
Fairfield, CT 06824
Doyle Coffin Architects
\$4,776,000.00
September, 2013

Interior Renovations - 80,000 sf.

Pepperidge Farm, Inc.
595 Westport Avenue
Norwalk, CT 06851
Perkins Eastman Architects
\$9,700,000.00
June, 2013

Occupational Therapy/Sleep Center

Norwalk Hospital
536 West Avenue
Norwalk, CT 06856
Westview Architectural, LLC
\$2,845,000.00
September, 2012

Urgent Care Center

Norwalk Hospital
28-30 East Avenue
New Canaan, CT 06840
Westview Architectural, LLC
\$930,000.00
August, 2013

Additions & Alterations-Dining Room

Birchwood Country Club
25 Kings Highway S.
Westport, CT 06880
Philip Cerrone Architects
\$1,300,000.00
May, 2013

New Grill Room & Dining Terrace

Birchwood Country Club
25 Kings Highway S.
Westport, CT 06880
Philip Cerrone Architects
\$1,025,000.00
May, 2012

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

A V TUCHY INC

**1 MCCLINTOCK ST
NORWALK, CT 06851-4406**

has satisfied the qualifications required by law and is hereby registered as a

MAJOR CONTRACTOR

Registration #: MCO.0903241

Effective Date: 07/01/2019

Expiration Date: 06/30/2020

verify online at www.ctlicense.ct.gov



Michelle Sengul, Commissioner

VII.G

Chapter 20: Bike Walk/Advisory Commission

§ 20-1 Composition; appointment; terms; vacancies; compensation. (Proposed revision)

- B. The Chief of Economic and Community Development, the Chief of Operations and Public Works, the Director of the Health Department, the Executive Director of the Redevelopment Agency, the Police Chief, and the Transportation Planner, or their respective designees, shall each serve ex officio without a vote. Staff support shall be provided by the Economic and Community Development Department.

Chapter 20: Bike Walk/Advisory Commission

§ 20-1 Composition; appointment; terms; vacancies; compensation. (Proposed revision)

- B. The Chief of Economic and Community Development, the Chief of Operations and Public Works, ~~the Director of the Directors of the Planning and Zoning, Public Works, and Health Departments,~~ the Executive Director of the Redevelopment Agency, ~~and the Police Chief, and the Transportation Planner,~~ or their respective designees, shall each serve ex officio without a vote. Staff support shall be provided by the ~~Economic and Community Development Department, Public Works and Health Departments.~~

Chapter 26: Building Code

§ 26-6 Fees.

[Amended 3-14-1989]

- A. Before receiving a building permit for construction, demolition or moving, the owner or his agent shall pay the fees provided for in § 26-8 hereof. Fees for permits are refundable in accordance with the State Building Code Section 114.5. Permit fees include the fees for permits for electrical, oil-burner installation, plumbing and gas-piping work included in the permitted construction, demolition or moving work.
- B. Whenever any work for which a building permit is required has been commenced without first obtaining said building permit, an investigation fee may be assessed in addition to the building permit fee. When assessed, the investigation fee shall be collected whether or not a building permit is then or subsequently issued. The investigation fee shall be equal to the amount of the building permit fee required but in no case shall the investigation fee be less than two hundred dollars (\$200.00). The Building Official, in his or her sole discretion, may waive the investigation fee due to extenuating circumstances.

Chapter 26: Building Code

§ 26-6 Fees.

[Amended 3-14-1989]

- A. Before receiving a building permit for construction, demolition or moving, the owner or his agent shall pay the fees provided for in § 26-8 hereof. Fees for permits are refundable in accordance with the State Building Code Section 114.5. Permit fees include the fees for permits for electrical, oil-burner installation, plumbing and gas-piping work included in the permitted construction, demolition or moving work.
- B. Whenever any work for which a building permit is required has been commenced without first obtaining said building permit, an investigation fee may be assessed in addition to the building permit fee. When assessed, the investigation fee shall be collected whether or not a building permit is then or subsequently issued. The investigation fee shall be equal to the amount of the building permit fee required but in no case shall the investigation fee be less than two hundred dollars (\$200.00). The Building Official, in his or her sole discretion, may waive the investigation fee due to extenuating circumstances.

Chapter 21: Billboards and Signs

§ 21-2 Permit obtained from Building Inspector.

- A. No sign of any nature shall be erected or fastened in any way to any building or other structure without first obtaining a permit from the Building Inspector, except that real estate signs may be displayed on properties provided they do not exceed an area of 24 square feet. The Chief of Economic and Community Development, the Chief Building Official, or their designee shall enforce §21-2.
- B. In case of the failure or neglect of the person to correct the actions identified in Subsection A following a fine pursuant to § 90-4, Approval of rates and fees, the Chief of Economic and Community Development, the Chief Building Official, or their respective designee may cause the same to be done, and the expenses thereof shall be collectible from the responsible person.

Chapter 21: Billboards and Signs

§ 21-2 Permit obtained from Building Inspector.

- A. No sign of any nature shall be erected or fastened in any way to any building or other structure without first obtaining a permit from the Building Inspector, except that real estate signs may be displayed on properties, ~~when required,~~ provided they do not exceed an area of 24 square feet. The Chief of Economic and Community Development, the Chief Building Official, or their designee shall enforce §21-2.
- B. In case of the failure or neglect of the person to correct the actions identified in Subsection A following a fine pursuant to § 90-4, Approval of rates and fees, the Chief of Economic and Community Development, the Chief Building Official, or their respective designee may cause the same to be done, and the expenses thereof shall be collectible from the responsible person.

Chapter 95: Streets and Sidewalks

§ 95-1 Definitions.

In addition to the terms defined in Chapter 91 and unless the context specifically indicates otherwise, the meanings of terms used in this article shall be as follows:

DIRECTOR

The Chief of Operations and Public Works of Norwalk, or his/her designee.

ENCROACH

To obstruct, impede, intrude or use for purposes other than traveling, including but not limited to the placing of any ladder, staging, scaffolding, building or construction materials or equipment or other like obstacle; the depositing of any merchandise, materials or any personal property; the erection, placement, maintenance or display of any sign; the pumping of water from private property, the depositing of snow or ice or the draining of water from private property in any manner which in any way may obstruct, impede or endanger public use or travel or which does or may cause any icy condition which in any way does or may obstruct, impede or endanger public use or travel.

EXCAVATE

Dig up, open, break, cut into, trench, tunnel or undermine in any manner. Such term includes the establishment, construction, resurfacing, repaving or reconstruction of any driveway or the placing of any substructure.

FOOTPATH

As differentiated from sidewalk, an asphalt pathway, usually three to four feet wide, constructed to provide safe pedestrian travel generally near/along roadways without sidewalks cross-country between destinations.

PUBLIC UTILITY

Any public service company incorporated under the provisions of the General Statutes or by special act for the purpose of transmitting or distributing gas, water, electricity, video or for telephone purposes.

SIDEWALK

A walkway built to provide safe pedestrian travel along public thoroughfares that are constructed in accordance with the City's Roadway Standards and Standard Specifications, as amended and supplemented.

STREET

Any portion of the entire width between the boundary lines of any public way maintained by the City of Norwalk, including but not limited to any street, highway, sidewalk, curb, gutter, shoulder, alley, avenue or other public way or any public ground leased by, maintained by or in possession or control of the City of Norwalk.

TRAVELED WAY

The portion of a street or highway ordinarily used for vehicular travel, exclusive of the shoulder.

§ 95-5 Littering prohibited.

- A. No person shall throw, cast, place or discard any paper, dirt, debris, filth or other foreign matter on the sidewalks, gutters, streets, highways or public places of the City. Violation of this section shall be subject to a fine established in accordance with the provisions of § 90-4, Approval of rates and fees. The Chief of Economic and Community Development, the Chief Building Official, or their respective designee shall enforce §95-5.
- B. In case of the failure or neglect of the person to correct the actions identified in Subsection A following a fine pursuant to § 90-4, Approval of rates and fees, the Chief of Economic and Community Development, the Chief Building Official, or their respective designee may cause the same to be done, and the expenses thereof shall be collectible from the person.

§ 95-7 Grass and weeds.

- A. Whenever a sidewalk has been constructed or shall hereafter be constructed within the limits of the City, it shall be the duty of the owner of any land or building fronting upon such sidewalk to keep the grass or weeds properly cut or removed from the margin of such sidewalks in front of the premises owned by him/her, including any and all portions lying within the public right-of-way. The Chief of Economic and Community Development, the Chief Building Official, or their respective designee shall enforce §95-7.
- B. In case of the failure or neglect of the owner to correct the actions identified in Subsection A following a fine pursuant to § 90-4, Approval of rates and fees, the Chief of Economic and Community Development, the Chief Building Official, or their respective designee may cause the same to be done, and the expenses thereof shall be collectible from the owner.

§ 95-10 Snow and ice removal from sidewalks and driveways.

[Amended 2-27-2018]

- A. The provisions of Section 7-163a of the Connecticut General Statutes are hereby adopted and are set forth in Subsections B, C and D hereof.
- B. Notwithstanding the provisions of Section 13a-149 of the Connecticut General Statutes or any other general or special act, the City shall not be liable to any person for injury to person or property due to the presence of ice or snow on a public sidewalk unless the City is the owner or person in possession and control of land abutting such sidewalk, other than land used as a highway or street, provided that the City shall be liable for its affirmative acts with respect to any such sidewalk under its possession and control.
- C. The owner or person in possession and control of land abutting a public sidewalk shall have the same duty of care with respect to the presence of ice or snow on such sidewalk toward the portion of the sidewalk abutting his property as the City had prior to the effective date of this article and shall be liable to persons injured in person or property where a breach of said duty is the proximate cause of said injury.
- D. No action to recover damages for injury to person or property caused by the presence of ice or snow on a public sidewalk against a person who owns or is in possession and control of land abutting a public sidewalk shall be brought but within two years from the date when the injury is first sustained.
- E. It shall be the duty of each owner and/or occupant in possession and control, jointly, of every parcel of real estate abutting a public sidewalk, whether the parcel of real estate is occupied by a structure or not, to keep such sidewalks free from snow and ice for the full paved width of such sidewalks or, in the case of ice, by covering the same with sand, salt, chemical ice melt or other suitable material,

and then renewing such treatment as often as may be necessary to keep such sidewalk safe and convenient.

- F. In case of the failure or neglect of the owner or occupant in possession and control of land abutting the public sidewalk to comply with this section, as identified in Subsection E, the Chief of Economic and Community Development, the Chief Building Official, or their respective designee may cause the same to be done, and the expense thereof shall be collectible from the person so failing or neglecting, in an action of debt brought in the name of the City under this section. It will be presumed that the owner and/or occupant, as identified in Subsection E, has not complied with its obligations under this section if the owner and/or occupant fails to remove snow and/or ice within a reasonable period of time after such accumulation. Any person who fails or neglects to comply with this subsection shall also be liable for a penalty or fine in an amount established in accordance with § 90-4 of the Norwalk City Code, Approval of rates and fees.
- G. No person, firm or private corporation shall deposit, throw, place or strew, nor shall any person, firm, or private corporation cause to be deposited, thrown, placed or strewn, any snow or ice upon any streets, avenues, roadways, highways or sidewalks within the City. Any person, firm or private corporation who violates this subsection shall also be liable for a penalty or fine in an amount established in accordance with § 90-4 of the Norwalk City Code, Approval of rates and fees.

Chapter 95: Streets and Sidewalks

§ 95-1 Definitions.

In addition to the terms defined in Chapter 91 and unless the context specifically indicates otherwise, the meanings of terms used in this article shall be as follows:

DIRECTOR

The **Chief of Operations and Public Works**~~Director of Public Works, City~~ of Norwalk, or his/her designee.

ENCROACH

To obstruct, impede, intrude or use for purposes other than traveling, including but not limited to the placing of any ladder, staging, scaffolding, building or construction materials or equipment or other like obstacle; the depositing of any merchandise, materials or any personal property; the erection, placement, maintenance or display of any sign; the pumping of water from private property, the depositing of snow or ice or the draining of water from private property in any manner which in any way may obstruct, impede or endanger public use or travel or which does or may cause any icy condition which in any way does or may obstruct, impede or endanger public use or travel.

EXCAVATE

Dig up, open, break, cut into, trench, tunnel or undermine in any manner. Such term includes the establishment, construction, resurfacing, repaving or reconstruction of any driveway or the placing of any substructure.

FOOTPATH

As differentiated from sidewalk, an asphalt pathway, usually three to four feet wide, constructed to provide safe pedestrian travel generally near/along roadways without sidewalks cross-country between destinations.

PUBLIC UTILITY

Any public service company incorporated under the provisions of the General Statutes or by special act for the purpose of transmitting or distributing gas, water, electricity, video or for telephone purposes.

SIDEWALK

A walkway built to provide safe pedestrian travel along public thoroughfares that are constructed in accordance with the City's Roadway Standards and Standard Specifications, as amended and supplemented.

STREET

Any portion of the entire width between the boundary lines of any public way maintained by the City of Norwalk, including but not limited to any street, highway, sidewalk, curb, gutter, shoulder, alley, avenue or other public way or any public ground leased by, maintained by or in possession or control of the City of Norwalk.

TRAVELED WAY

The portion of a street or highway ordinarily used for vehicular travel, exclusive of the shoulder.

§ 95-5 Littering prohibited.

- A.** No person shall throw, cast, place or discard any paper, dirt, debris, filth or other foreign matter on the sidewalks, gutters, streets, highways or public places of the City. Violation of this section shall be subject to a fine established in accordance with the provisions of § 90-4, Approval of rates and fees. **The Chief of Economic and Community Development, the Chief Building Official, or their respective designee shall enforce §95-5.**
- B.** In case of the failure or neglect of the person to correct the actions identified in Subsection A following a fine pursuant to § 90-4, Approval of rates and fees, **the Chief of Economic and Community Development, the Chief Building Official, or their respective designee may cause the same to be done, and the expenses thereof shall be collectible from the person.**

§ 95-7 Grass and weeds.

- A.** Whenever a sidewalk has been constructed or shall hereafter be constructed within the limits of the City, it shall be the duty of the owner ~~or occupant~~ of any land or building fronting upon such sidewalk to keep the grass or weeds properly cut or removed from the margin of such sidewalks in front of the premises owned ~~or occupied~~ by him/her, including any and all portions lying within the public right-of-way. **The Chief of Economic and Community Development, the Chief Building Official, or their respective designee shall enforce §95-7.**
- B.** In case of the failure or neglect of the owner to correct the actions identified in Subsection A following a fine pursuant to § 90-4, Approval of rates and fees, **the Chief of Economic and Community Development, the Chief Building Official, or their respective designee may cause the same to be done, and the expenses thereof shall be collectible from the owner.**

§ 95-10 Snow and ice removal from sidewalks and driveways.
[Amended 2-27-2018]

- A.** The provisions of Section 7-163a of the Connecticut General Statutes are hereby adopted and are set forth in Subsections **B**, **C** and **D** hereof.
- B.** Notwithstanding the provisions of Section 13a-149 of the Connecticut General Statutes or any other general or special act, the City shall not be liable to any person for injury to person or property due to the presence of ice or snow on a public sidewalk unless the City is the owner or person in possession and control of land abutting such sidewalk, other than land used as a highway or street, provided that the City shall be liable for its affirmative acts with respect to any such sidewalk under its possession and control.
- C.** The owner or person in possession and control of land abutting a public sidewalk shall have the same duty of care with respect to the presence of ice or snow on such sidewalk toward the portion of the sidewalk abutting his property as the City had prior to the effective date of this article and shall be liable to persons injured in person or property where a breach of said duty is the proximate cause of said injury.
- D.** No action to recover damages for injury to person or property caused by the presence of ice or snow on a public sidewalk against a person who owns or is in possession and control of land abutting a public sidewalk shall be brought but within two years from the date when the injury is first sustained.
- E.** It shall be the duty of each owner and/or occupant in possession and control, jointly, of every parcel of real estate abutting a public sidewalk, whether the parcel of real estate is occupied by a structure or not, to keep such sidewalks free from snow and ice for the full paved width of such sidewalks or, in the case of ice, by covering the same with sand, salt, chemical ice melt or other suitable material,

and then renewing such treatment as often as may be necessary to keep such sidewalk safe and convenient.

- F. In case of the failure or neglect of the owner or occupant in possession and control of land abutting the public sidewalk to comply with this section, as identified in Subsection E, the **Chief of Economic and Community Development, the Chief Building Official, or their respective designee** ~~Director~~ may cause the same to be done, and the expense thereof shall be collectible from the person so failing or neglecting, in an action of debt brought in the name of the City under this section. It will be presumed that the owner and/or occupant, as identified in Subsection E, has not complied with its obligations under this section if the owner and/or occupant fails to remove snow and/or ice within a reasonable period of time after such accumulation. Any person who fails or neglects to comply with this subsection shall also be liable for a penalty or fine in an amount established in accordance with § 90-4 of the Norwalk City Code, Approval of rates and fees.
- G. No person, firm or private corporation shall deposit, throw, place or strew, nor shall any person, firm, or private corporation cause to be deposited, thrown, placed or strewn, any snow or ice upon any streets, avenues, roadways, highways or sidewalks within the City. Any person, firm or private corporation who violates this subsection shall also be liable for a penalty or fine in an amount established in accordance with § 90-4 of the Norwalk City Code, Approval of rates and fees.

Chapter 95A: Littering and Illegal Dumping:

§ 95A-3 Littering and illegal dumping prohibited.

- A. No person shall throw, scatter, spill or place or cause to be blown, scattered, spilled, thrown or placed, or otherwise dispose of any litter upon any public property in the City or upon private property in this City not owned by him or her or in the waters of this City except when such property is designated by the City for the disposal of garbage and refuse, and such person is authorized to use such property for such purpose. The Chief of Economic and Community Development, the Chief Building Official, or their respective designee shall enforce §95A-3.
- B. Pursuant to Connecticut General Statutes § 22a-250, as amended from time to time, the Chief of Economic and Community Development, the Chief Building Official, or their designee may assess an administrative penalty of not more than five hundred dollars upon the person or entity violating 95A-3(A) following a hearing conducted in accordance with Connecticut General Statutes § 7-152c, as amended from time to time.

Chapter 95A: Littering and Illegal Dumping:

§ 95A-3 Littering and illegal dumping prohibited.

- A. No person shall throw, scatter, spill or place or cause to be blown, scattered, spilled, thrown or placed, or otherwise dispose of any litter upon any public property in the City or upon private property in this City not owned by him ~~or her~~ or in the waters of this City except when such property is designated by the City for the disposal of garbage and refuse, and such person is authorized to use such property for such purpose ~~(Connecticut General Statutes § 22a-250)~~. The Chief of Economic and Community Development, the Chief Building Official, or their respective designee shall enforce §95A-3.
- B. Pursuant to Connecticut General Statutes § 22a-250, as amended from time to time, the Chief of Economic and Community Development, the Chief Building Official, or their designee may assess an administrative penalty of not more than five hundred dollars upon the person or entity violating 95A-3(A) following a hearing conducted in accordance with Connecticut General Statutes § 7-152c, as amended from time to time.



VII. H

CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.org P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE
MEMBERS OF NFCC

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*

RE : MARITIME AQUARIUM – TIGHE & BOND
ENVIRONMENTAL MONITORING SERVICES

DATE: SEPTEMBER 25, 2019

As part of the Maritime Aquarium Functional Replacement Project, we have identified various environmental hazardous materials that will be impacted due to the implementation of this project. These hazardous materials include building materials and exterior subsurface polluted soils.

Tighe and Bond is the civil engineering firm for this project. Their environmental division has provided technical support in identifying the issues and has developed the remediation plan for disposal and environmental management plan to address construction activities. Environmental monitoring services during construction phase are not part of their basic services and hence, Tighe & Bond has provided the attached additional services proposals for hazardous building materials and for polluted soil. These proposals include full scope of services and we anticipate that the construction team will work to manage the actual monitoring services required.

ACTION REQUIRED:

Authorize the Mayor, Harry W. Rilling, to enter into an Agreement with Tighe & Bond, Inc. for environmental engineering services for the Maritime Aquarium Functional Replacement Project to include soil monitoring services (not to exceed \$98,000) and hazardous building material abatement monitoring services (not to exceed \$20,000) for a total not to exceed \$118,000. Funds are available in the Maritime Aquarium Functional Replacement Project. Acct. #0919 4031 5799 C0635

N-0814-P012
May 14, 2019

Mr. Alan Lo
Building and Facilities Manager
Engineering and Construction Division
City of Norwalk
125 East Ave
Norwalk, CT 06856

Re: **Proposal Request
Hazardous Building Materials Abatement Construction Administration
The Maritime Aquarium at Norwalk**

Dear Mr. Lo:

Tighe & Bond, Inc. (Tighe & Bond) is pleased to submit to the City of Norwalk (the "City") this Proposal Request for The Maritime Aquarium at Norwalk (the "site"). This Proposal Request Includes Hazardous Building Materials Abatement Construction Administration for the Renovation Project (the "Project") at the site. Hazardous Building Materials Abatement Construction Administration was not included in our initial proposal dated July 24, 2017, with the Project Architect.

This Proposal Request is based on the request of Mr. Alan Lo of the City during a conference call conducted on May 1, 2019. The Proposal Request revises the Amendment Request dated August 31, 2018, which was submitted to the Project Architect at the request of Mr. Paul Stone of Karp Associates, Inc. (the "Owner's Representative") during a conference call conducted on August 24, 2018. This Proposal Request includes Construction Administration during Hazardous Building Materials Abatement and is based on the Design Development (DD) Drawings dated May 10, 2019.

Scope of Additional Services

Pre-Abatement Services -Tighe & Bond will attend one project meeting with the Norwalk Maritime Aquarium (the "Owner")-selected Abatement Contractor prior to the start of the work to review on-site required hazardous building materials abatement.

We will address specific needs to provide an overview of the Project and assist with review of required documentation for the hazardous building materials abatement work detailed in Tighe & Bond's hazardous building materials abatement specifications. Tighe & Bond will provide the necessary advice and support to the Owner and Owner's Representative to evaluate selected abatement trade contractor's submittals. To accomplish this task, we will review the abatement contractor submittals including:

- **Abatement plans:** These plans (including site specific site planning, loss control, protective equipment, isolation, decontamination, clean-up, etc.) will be based on the technical abatement specifications and the approved Plan, the abatement decontamination facilities drawings and their locations, the work area isolation plan with layout of engineering controls (e.g. High Efficiency Particulate Air [HEPA] filters, etc.), and will describe the contractor methods for managing project Site planning, such as a security plan, a routing plan for removal of contaminated materials from the building, and a listing of all tools, equipment and supplies proposed for use during the abatement project;
- **Description of protective clothing and approved respiratory protection systems to be used;**

- Explanation of decontamination sequence;
- Description of asbestos stripping, removal and disposal methods;
- Description of the final clean up procedures;
- Proposed waste disposal landfill and procedures for disposal and hauling to disposal sites;
- Emergency procedures plan in the event an injury or illness during the work;
- Regulatory agency notification regarding the abatement schedule and other pertinent information necessary to assure that the contractor has obtained all necessary permits and approvals; and
- Contractor, transporter and disposal facility licenses, operating permits, and certificates of insurance

Abatement Project Management and Meetings - We have assumed that weekly job meetings will be conducted at the site for the duration of abatement. We have estimated attendance at 5 weekly job meetings. We shall review contractor auditable cost reporting and controls, review contractor requests for payment, and provide recommendations to Owner's Representative and the Owner. We will interact with the United States Environmental Protection Agency (EPA), Connecticut Department of Public Health (CTDPH), and Connecticut Department of Energy and Environmental Protection (CTDEEP). If required, we will provide assistance to resolve disputes regarding the hazardous materials abatement work and have assumed 60 hours for this task.

Abatement Project Monitoring and Daily Documentation - Tighe & Bond will provide trained and CTDPH-licensed Asbestos Project Monitors, with experience in Polychlorinated Biphenyls (PCB) abatement, to monitor exposure levels and to document contractor work means and methods relative to EPA, CTDPH, CTDEEP regulations. Tighe & Bond will conduct 10 site visits for 10 days for a total of 60 hours (anticipated 5 site visits per building addition phase based on a conversation with Mr. Frank Fazekas of AP Construction on May 1, 2019). We will provide oversight documenting activities related to federal, state, and local regulatory compliance, reporting and abatement procedures.

If site abatement issues are observed, our Project Monitor and/or Project Manager will notify the City, the Owner's Representative, and Owner. Either the City, the Owner's Representative, the Owner will have a stop work directive authority at any time that it is determined that conditions are not within the specification, a health hazard may exist for other employees or building occupants, or the potential exists for environmental contamination.

The Project Monitor's specific duties on-site will include:

- Document the Abatement Contractor's standard procedures related to abatement, including, but not limited to, work related to protection and safeguards from asbestos exposure to workers, visitors, building occupants, and the environment;
- Periodically collect and analyze air samples on-site by Phase Contrast Microscopy (PCM) to evaluate total airborne fiber concentrations in the work area, as well as areas directly adjacent to abatement work areas, to document engineering controls in place, and/or to document total airborne fiber concentrations; and
- On a routine basis, check barriers for separation, document adherence to standard operating procedures, implementation of engineering control systems, respiratory protection system, and any other aspects of the abatement process that may impact the health and safety of the people and the pollution of the environment.

The monitoring frequency will be determined by Tighe & Bond's Project Manager and based

on professional judgment.

Post-Abatement Visual Inspection - In conjunction with the Abatement Contractor's superintendent, we will complete a visual inspection after final cleaning of the abatement work areas to document asbestos and/or PCB-containing materials scheduled for abatement have been effectively removed. After inspecting several locations, we will decide whether to complete a detailed inspection or if re-cleaning is required. Once a detailed inspection is initiated, the contractor may be required to spot cleaning may only be required.

Abatement Project Documentation Report - At project completion, Tighe & Bond will prepare a Documentation of Records. This report will include the following:

- Introduction and summary of the project;
- Methods, findings and conclusions;
- Air sample data sheets;
- Sample analysis laboratory reports;
- Daily log sheets;
- Pre-abatement, daily and final checklists and inspection reports;
- Abatement contractor certifications, licenses, medical and training records;
- Contractor abatement plan and material specifications; and
- Permits, notifications and disposal records.

Fee

Tighe & Bond will perform these services for a time and materials basis of \$20,000, Invoiced monthly based on percentage complete. In the event that the scope of work is increased for any reason, the not to exceed fee to complete the work shall be mutually revised by written amendment.

For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give BBB a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets.

Pre-Abatement Services	\$3,000
Abatement Project Management Meetings	\$4,000
Abatement Project Monitoring, Daily Document, and Final Visual Inspection	\$9,000
Abatement Project Documentation Report	\$4,000

Construction Administration Total - \$20,000

Assumptions

It is assumed that access to the site will be granted and all areas of the site will be made accessible to conduct activities required. It is also assumed that all technical data for the site in the City's possession will be provided to Tighe & Bond.

Services Not Included

Additional sampling and/or services beyond what is specially stated in this proposal is not included in the scope of work or cost of this proposal.

22-5013-004
September 3, 2019

Mr. Alan Lo
Building and Facilities Manager
Engineering and Construction Division
City of Norwalk
125 East Ave.
Norwalk, CT 06856

Re: **Proposal Request
Environmental Bidding Support & Construction Monitoring Services
The Maritime Aquarium at Norwalk**

Dear Mr. Lo:

Tighe & Bond is pleased to submit this proposal request to the City of Norwalk for environmental bidding support and construction monitoring services associated with the proposed 4D Theater and Seal Tank Exhibit additions and other site improvements.

Scope of Services

Tighe & Bond's proposed scope of services will include environmental bidding support, environmental construction observation, and environmental sampling services associated with contaminated soil and groundwater management activities conducted by the selected contractor. Specifically, the following services are proposed:

Task 1 – Environmental Bidding Support Services

Tighe & Bond will provide environmental bidding support services associated with abatement / disposal of hazardous building materials and soil/groundwater handling and disposal. We have budget 24 hours for bidding support services, which will include the following:

- Attend one pre-bid site walk with bidding contractors.
- Review and respond to questions from bidders for purposes of clarification or interpretations of the bid documents.
- Review of bids and contractor qualifications and provide feedback to Owner.

Task 2 – Environmental Construction Monitoring Services

Submittal Reviews & Project Progress Meetings – Tighe & Bond will review and comment on Contractor submittals associated with impacted soil excavation, management, and disposal and environmental aspects of contaminated groundwater management. Our project manager will also participate in project meetings via conference calls. We have budgeted 20 person hours for review of submittals and 40 hours for project progress meetings / conference calls and follow-up.

Soil Excavation & Disposal Monitoring – Tighe & Bond will conduct periodic on-site monitoring during soil excavation activities. Monitoring services will include visual observation of the contractor's activities as soils are excavated and handled to evaluate adherence to the Contract requirements.

Based on the most recent Milestone Schedule provided by AP/O&G, dated June 27, 2019, Tighe & Bond estimates that the Contractor will be excavating / handling impacted soil in

various areas throughout the project site for at least 170 days (approximately 34 weeks). We have budgeted 408 person hours for on-site monitoring visits (anticipated to be 12 hours per week over 34 weeks, approximately two visits per week).

Additional budget may be required should excavation / soil handling activities exceed 170 days and/or if more than 408 hours of field observation time is required. If necessary, we will prepare an amendment to this proposal for additional monitoring services.

We have budgeted for 136 hours of office support services by our project manager during the approximately 34 weeks of soil excavation/handling work by the Contractor (4 hours per week for 34 weeks). Office support services will include coordinating with our technician during field monitoring visits, reviewing analytical data, reviewing Contractor requests for information and progress submittals, and coordinating with the Project Team.

Tighe & Bond collected in-situ waste characterization samples in July 2019, the results of which will be included in the bid documents for Contractor's to select appropriate and permitted soil disposal facilities. Tighe & Bond analyzed the samples for laboratory testing parameters typically required by disposal facilities, however, every facility requires slightly different test parameters and soil sampling frequency (number of tests per total tonnage of material generated from a project site). Therefore, it is possible that the Contractor's-selected disposal facility could potentially require additional soil testing in order to approve the material for disposal. This proposal includes a budget of \$5,000 for additional waste disposal classification sampling and laboratory analytical testing (if required).

Contaminated Groundwater Dewatering Discharge Sampling – We will collect effluent samples from the Contractor's-selected dewatering system in accordance with the required Connecticut Department of Energy & Environmental Protection (CTDEEP) discharge general permit. At this time, we anticipate that water pumped from excavations will be treated and discharged to the sanitary sewer. As such, we propose to collect samples in accordance with the CTDEEP General Permit for the Discharge of Groundwater Remediation Wastewater as it applies to discharges to a sanitary sewer. Under this permit, sampling is required at the onset of discharge and periodically thereafter.

Sampling services will include collection and laboratory analysis of up to 8 discharge samples, which is sufficient for up to two months of dewatering.

We anticipate that groundwater discharge sampling will likely coincide with our periodic visits for monitoring of soil excavation / handling activities. Therefore, we have not budgeted for additional time or site visits specifically for collection of groundwater discharge samples.

We have budgeted 8 person hours for preparation of Discharge Monitoring Reports (DMRs) and \$2,500 for laboratory analytical testing.

Environmental Activities Summary Report – Upon receipt of all closeout documents from the Contractor, we will submit an "Environmental Activities Summary Report". This report will include a written account of the contaminated soil and groundwater management activities performed, soil shipping and disposal totals, sample results, and conclusions.

Task 3 – Project Support

Based on our experience with projects of this nature, Tighe & Bond recommends that a separate budget of \$3,500 be allocated for miscellaneous project support. This service includes a total of 20 person hours. This service is intended to allow flexibility to accommodate additional services that may be requested and that are otherwise outside the contracted scope of services, such as additional sampling; participating in conference calls and meetings; providing technical support to the Contractor, City, other stakeholders; and interfacing with CTDEEP if required and directed by the City.

In the event that out of scope services are requested that will exceed \$3,500 (individually or in total) Tighe & Bond will prepare a contract amendment detailing those services and associated fee.

Limitations and Exclusions

Tighe & Bond's on-site field personnel will observe the Contractor's work for general conformance with the contract documents and assist in design interpretation. We are on-site for Owner's benefit and will notify the Owner of deficiencies.

The means and methods the Contractor should use to complete the work will be determined by the Contractor, who will also be responsible for compliance with laws, rules, and regulations, as well as, the overall supervision of site health and safety.

In an effort to provide the City with a reasonable budget for the desired services, we have prepared our scope of services based upon our understanding of the project needs at this time. The following list includes those services that are not included in our budgetary estimate.

1. Waste soil disposal documents and shipping paperwork will be prepared by the Contractor, submitted to Tighe & Bond for review, and signed by an authorized representative from the City. Tighe & Bond will not be responsible for selecting disposal facilities or signing any waste disposal paperwork or manifests.
2. Dewatering system and/or contaminated groundwater treatment system design services are not included, as the Contractor is responsible for this work.
3. This proposal does not include any work or services associated with removal or abandonment-in-place of the 10,000-gallon heating oil underground storage tank (UST) system, should the City decide to remove or abandon the UST system. Services associated with planning, on-site observation/sampling/documenting, laboratory analysis, preparation of UST closure documents/CTDEEP UST registration forms, etc. are not included.
4. At this time, it is not anticipated that soil samples will be needed from the limits (sidewalls and bottoms) of any potential soil excavations and costs are, therefore, not included in this proposal for collection and/or laboratory analysis of any such samples. If excavation limit soil sampling becomes necessary, Tighe & Bond will prepare an amendment to this proposal to cover the associated costs.
5. Our review and comment on the Contractor's Health and Safety Plan submittal does not constitute approval of the submittal as we are not responsible for the health and safety of the Contractor.
6. Additional effort to complete the tasks included in this proposal, beyond the number of person hours and/or expenses included in the Scope of Services, if required, will be mutually agreed upon under a contract amendment.
7. All other work not specifically identified in the scope of services detailed above is excluded.

Fee

Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$98,000. We will undertake this work on an hourly plus expense basis, and you will be billed in accordance with the attached rate schedule. In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

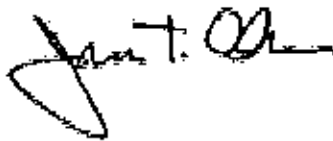
For information purposes, the summary below provides the anticipated break out of the project. The summary is presented to give the City a better understanding of how the project budget was developed.

Task 1 – Environmental Bidding Support Services	\$4,200
Task 2 – Environmental Construction Services	\$90,300
Includes:	
• Submittal Reviews = \$3,500	
• On-site Labor (408 hrs) = \$38,760	
• Office Support by Project Manager (136 hrs) & Progress Meetings (40 hrs) = \$30,895	
• Laboratory Testing (Soil & Groundwater) = \$7,500	
• Field Equipment, Materials (including PPE), & Mileage = \$4,845	
• Summary Report & DMRs = \$4,800	
Task 3 – Project Support	\$3,500

Authorization:

We appreciate the opportunity to provide you with this proposal. If you find this proposal to be acceptable, please return a signed electronic copy and we will commence with the work upon receipt. The scope of services described herein will be provided in accordance with the attached terms and conditions. If you have any questions or need additional information, please feel free to contact Christopher Koelle at (860) 704-4767 or CKoelle@tighebond.com.

Sincerely,
TIGHE & BOND, INC.



James Olsen, PG, LEP
Vice President

Acceptance:

On behalf of the City of Norwalk, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

Attachment: Terms and Conditions

J:\M\MS013-Maritime-Center\001 - Building Additions\Proposals\Env. CA\Env CA - Rev 8-19-19\Env. CA Services (Rev 9-4-19 To T&M).docx



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.org P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE
NFCC

FROM: ALAN LO, BUILDING & FACILITIES MANAGER 

RE: MARITIME AQUARIUM - MATERIALS TESTING SERVICES

DATE: OCTOBER 2, 2019

As part of the Maritime Aquarium Functional Replacement Project, a requirement of the State of Connecticut building code is to have a Statement of Special Inspections which is completed by the structural engineering firm of record for the project. The Statement of Special Inspections identifies various inspections required of an independent materials testing laboratory as well as various inspections/reviews of the project and the test results by a licensed professional engineer.

As a result of this requirement, the City advertised for bids for testing materials laboratories in accordance with the Statement of Special Inspections. The City received five (5) responses from materials testing laboratories. Since the quantities of tests are unknown at this time, the City issued a Request for Proposals based on unit pricing per test. We have reviewed the proposals and is hereby recommending Connecticut Testing Lab for this project.

ACTION REQUESTED:

Authorize the Purchasing Agent to issue Purchase Order with Connecticut Materials Testing Lab, Inc. for the Maritime Aquarium Functional Replacement Project for a total not to exceed \$125,270.00. Funds are available in Maritime Aquarium Functional Replacement Acct. #09194031 5799 C0635



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.org P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE
MEMBERS OF NFCC

FROM : ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*

RE : PROGRAM MANAGEMENT SERVICES FOR SCHOOL
CONSTRUCTION PROJECTS

DATE : SEPTEMBER 26, 2019

Subsequent to the Norwalk Board of Education adoption of the School Facilities Improvement Plan in the early 2017 and the City's allocation of capital budget funds for various improvement projects within the Plan, the City issued a RFP for Program Management Services in April 2017 and selected Construction Solutions Group, LLC (CSG) as the Program Manager (Jim Giuliano) to assist the City with the implementation of the Plan.

On April 11, 2017, the Common Council authorized the execution of a contract with CSG. At the time, the scope and schedule for each project were not fully defined and the breakdown of CSG's costs for each project was not available. As part of the action I identified acct. #09175010 5777 C0585 which was available to cover project start-up costs for various school improvement projects.

At this time, we are proceeding expeditiously engage with the implementation with the proposed Jefferson School "Renovate-As-New" project, we have developed a project schedule and construction costs. Therefore, I would like to assign the Jefferson School program management costs directly to the Jefferson School project which will be eligible for State reimbursement.

ACTION REQUESTED:

Authorized the Mayor, Harry W. Rilling, to execute an Amendment to Construction Solutions Group, LLC's contract for Program Management Services for school construction projects to allocate Jefferson School services to the Jefferson School Capital Budget account for a total not to exceed \$418,553.00 Acct. #09205010 5777 C0619



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.org P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE
FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*
RE: NORWALK HIGH SCHOOL – WOOD DOOR/PANELING REPLACEMENT
DATE: OCTOBER 17, 2019

The Norwalk Board of Education is committed to providing a comfortable, safe and healthy learning environment. To achieve this goal, the Board of Education authorized the development of a facilities and capital needs study for the Norwalk Public School system. One of the findings of the report was the worn appearance of the wood doors and wood paneling throughout Norwalk High School. Both the wood doors and wood paneling were original to the construction of the school in 1971.

In addition, prior to starting any work on restoring the existing wood doors and wood paneling it was recommended by the architect that the doors and paneling be tested for PCB's since wood varnish of this vintage was known to contain PCB's. The City took action on the architect's recommendation and had the materials tested. The results of the tests were that the wood doors and wood paneling contained levels of PCB's lower than federal standards but slightly higher than State of Connecticut standards. As a result the materials had to be removed.

The project consisted of two phases; the first was the removal of the wood paneling to occur of the summer of 2019 (completed) and the second, the replacement of the wood paneling with new wall panels and the removal and replacement of the wood doors. The GMP approval below is for the replacement of the wood paneling and the removal and replacement of the wood doors.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the agreement with Newfield Construction, Inc. as the Construction Manager (CM) for the Norwalk High School wood paneling and wood door removal and replacement, to accept the Guaranteed Maximum Price (GMP) in the amount of \$1,609,335.00. Funds are available in Acct. # 0918/195010 5777 C0610.
- b. Authorize the NFCC to issue Change Orders on this contract for a total not to exceed \$160,934.



225 Newfield Avenue
Hartford, CT 06106
860-953-1477
Fax 860-953-1712

Amendment One

October 10, 2019

Mr. Alan Lo, Building and Facilities Manager
City of Norwalk
125 East Avenue
Norwalk, CT 06856

RE: Norwalk High School – Door and Wood Panel Replacements
State Project Number 103-0250 CV
Contract Management, Guaranteed Maximum Price (GMP)

Dear Alan:

Newfield Construction Group, LLC. ("CMA") hereby submits to the City of Norwalk, Connecticut ("Owner") this document regarding Contract Amendment Guaranteed Maximum Price (GMP) for the contract management of the Norwalk High School – Door and Wood Panel Replacements, State Project Number 103-0250 CV, in accordance with the Construction Management Agreement, ("Agreement"). This document includes the requested items indicated in the Table of Contents below.

Table of Contents

- a. GMP Amount and General Conditions
 - b. List of Specifications and Drawings
 - c. Clarifications and Assumptions
 - d. Allowances
 - e. Unit Prices
 - f. Project Schedule
 - g. Formal Recommendation for Approval of Listed Trade Contractor(s)
 - h. Bid Tabulations
- a. **Amendment One Amount – See attached breakdown part A**
The Amendment One amount: One million six hundred nine thousand three hundred thirty five dollars. \$1,609,335.00.
- b. **List of Specifications and Drawings - See attached part B**
- c. **Clarifications and Assumptions - See attached part C**
- d. **Allowances - See attached part D**
- e. **Unit Prices - See attached part E**
- f. **Schedule - See attached part F**
- g. **Recommendations for Approval of Trade Contractors**

Pursuant to the attached bid tabulation Newfield Construction has conducted a scope review with the apparent low qualified bidder for bid package work required to be performed. We recommend that the City approves Newfield to make the following awards to the following qualified low bidders:

Bid Package 2	Haz/Mat and Select Demolition	American Building Wreckers, LLC
Bid Package 6	General Trades	G. Donovan Associates, Inc.
Bid Package 9.4	Painting	MacKenzie Painting Company

- h. **Bid Tabulations - See attached part H**



Norwalk High School
Door and Wood Panel Replacements
State project Number 103-0250-CV
GMP Recapitulation

Amendment One
 Part A

Bid Package	Trade	Projected Trade Contractor	Bid Amount	Scope Review Completed	Notes
2	HazMat and Select Demolition	American Building Wreckers	65,490	Yes	set aside contract
6	General Trades	G. Donovan Associates	1,079,000	Yes	
9.4	Painting	MacKenzie Painting Company	59,400	Yes	set aside contract
		Total Trade Bids	1,203,890		Direct Contract with City of Norwalk
	CM ALLOWANCES		15,000		See Breakdown Part C
	CM CONTINGENCY 2.0%		24,078		
	GL INSURANCE 0.45%		5,590		
	PERMIT FEE 1.5%				By City
	CM GENERAL CONDITIONS		243,463		See attached
	PRECON FEE		15,000		
	CM BOND 0.80%		12,056		
			1,610,090		
	CM FEE 6.0%		90,745		
		GMP Total	1,809,335		



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.org P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO : MEMBERS OF COMMON COUNCIL

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : **LOCKWOOD MATHEWS MANSION MUSEUM (LMMM)
VERANDA ROOF RESTORATION PROJECT**

DATE: OCTOBER 15, 2019

In recent years, the staff at Lockwood Mathews Mansion Museum has been monitoring various leaks at the veranda roof which wraps around the southern façade of the Museum. Water leaks have resulted in water damages to the wood work and as part of recent Capital Budget allocations, funds were allocated for the restoration of the roof.

On September 25, 2019, the Purchasing Department received 5 bids for the restoration work. Attached is a summary of the bids.

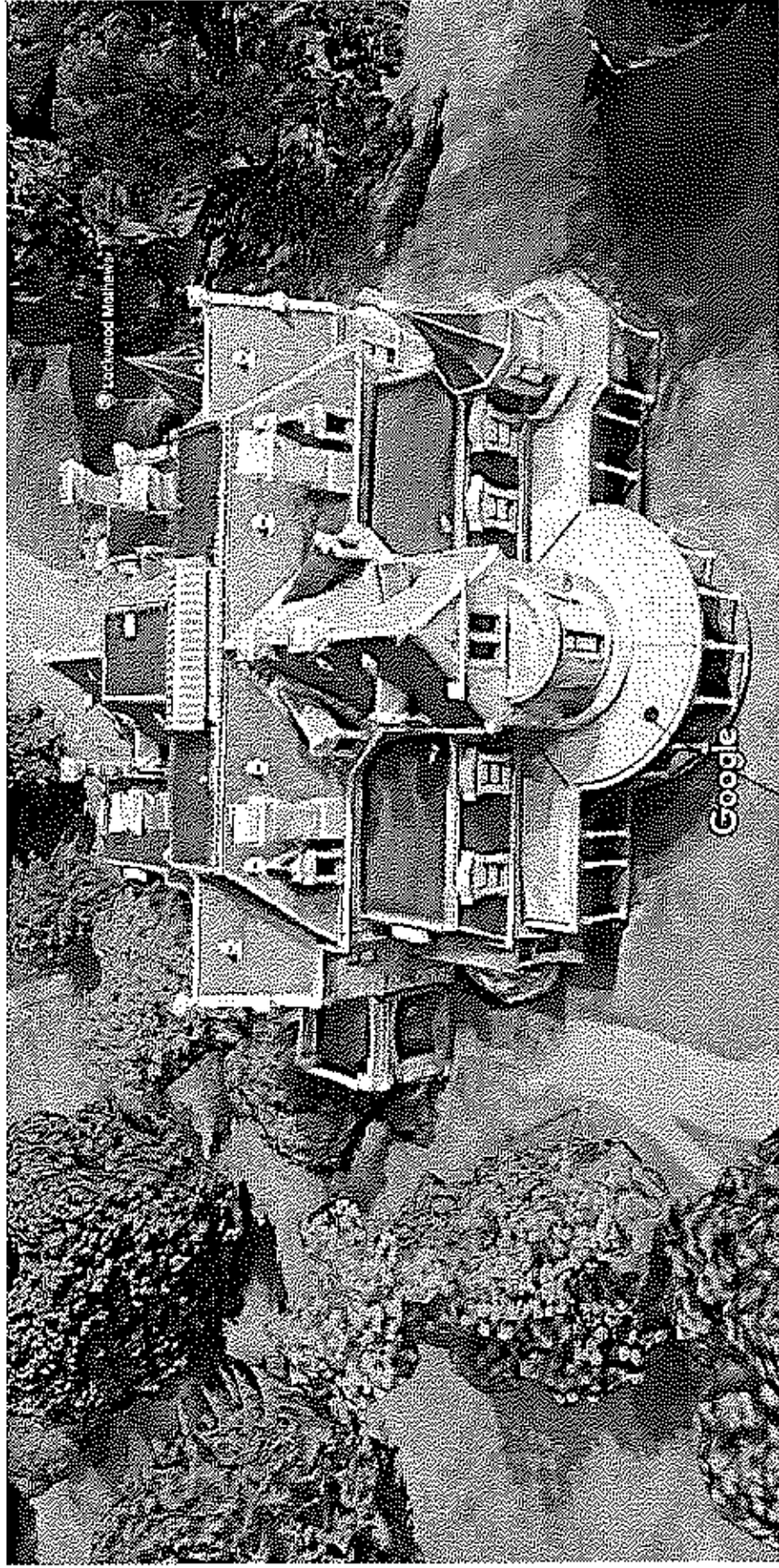
Subsequent to the bid opening, Purchasing Department, together with the project architect and David Westmoreland, conducted a scope review meeting with the apparent low bidder Alden Bailey Restoration Corporation. Alden Bailey Restoration Corp. is a recognized historic building restoration company and is recommended by the architects based on their past working experience. Their base bid is below \$100,000 thereby compliance with State prevailing wage rates is NOT required. However, their Alternate Bid is substantially higher as they included the costs for compliance with State wage rates requirements in the event the City accepts the Alternate Item.

Based on funding availability, it is recommended that the City accepts the base bid together with the alternate item. Alden Bailey Restoration Corporation is the apparent low bidder in the amount of \$209,880 and the Contractor will be required to be in compliance with State prevailing wage rates.

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Alden Bailey Restoration Corporation for the Lockwood Mathews Mansion Museum veranda roof restoration project for a total not to exceed \$209,880.00 Acct #0918/19/206310 5777 C0092**
- b. **Authorize the Historical Commission to issue change orders on contract for a total not to exceed \$20,988.00.**

Google Maps



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Veranda Roof

Lockwood Mathews Mansion Porch Roof

Vendor	Total Lump Sum Price	Cost Per Square Foot	Alternate 1	Total Lump Sum Price + Alternate =
G.L. Capasso Inc.	\$209,250.00	\$3.80	\$87,940.00	\$297,190.00
Alden Bailey Restoration Corp	\$94,810.00	\$12.00	\$115,070.00	\$209,880.00
J. Antonelli Roofing (a div. of the Property Group CT, Inc)	\$311,610.00	\$3.00	\$110,920.00	\$422,530.00
Greenwood Industries, Inc.	\$245,000.00	\$6.50	\$74,000.00	\$319,000.00
Young Developers	\$196,000.00	\$4.06	\$32,000.00	\$228,000.00