

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

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I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: September 26, 2023

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS: Alexandra Sollazzo, Fair Housing Advisory Commission
Richard Wesley Clarke, Fair Housing Advisory Commission

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATION AND APPOINTMENTS

RESIGNATIONS:

REAPPOINTMENTS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Authorization to Settle Claim: Dana Hollingsworth v. Jean Surin and the City of Norwalk

EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC SAFETY & GENERAL GOVERNMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute a funding agreement and any other documents necessary to receive \$400,000.00 of funds from the Third Taxing District to be used to make improvements to the leased property at 56 Van Zant Street necessary to accommodate new fire apparatus.
2. Authorize the Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under the Office of Justice 2023 BJA FY 23 Connect and Protect: Law Enforcement Behavioral Health Response Program.
3. Authorize the Police Chief, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Office of Justice 2023 BJA FY 23 Connect and Protect: Law Enforcement Behavioral Health Response Program.

B. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all Agreements and other documents necessary to enter into a Data Sharing Confidentiality Agreement with the First Taxing District (the "FTD") whereby the FTD will provide the WPCA supply water consumption data of the individual customers of the FTD, including total metered gallons, service address, owner's name, account number, and account type.
2. Authorize the Mayor, Harry W. Rilling, to enter into a Right of Entry and Access License with ConnDOT for the temporary installation, maintenance, and operation of a variable messaging sign for marine users at various locations in connection with the Walk Bridge Replacement Project.
3. Authorize the Purchasing Agent to authorize a Sole Source Purchase Order to Cargill Salt for treated road salt for snow and ice control, pricing not to exceed \$105 per ton for normal and after-hour deliveries effective for the 2023-24 snow season.

Account No. 01 40 25 5322

4. Technical Correction of the Common Council Action of November 8, 2022, Item VII.C.3, to Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Crown Castle International for the East Avenue Advance Utility Project No. 0301-0515NP for an amount not to exceed \$170,000.00, to "Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Crown Castle International for the East Avenue Advanced Utility Project No. 0301-0515NP for an estimated amount of \$195,965.10".

Account No. 09 12 4021 5777 C0471
09 22 4021 5777 C0471
09 23 4021 5777 C0471
09 21 4021 5777 C0234
09 22 4021 5777 C0234

5. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the March 22, 2023, Agreement between the City of Norwalk, and Colonna Masonry Concrete & Asphalt Paving LLC for Project RD2023-1 Curb and Sidewalk for Spring Hill Avenue Area, for an amount not to exceed \$200,000.00.

Account No. 09 24 4021 5777 C0318
09 21 7100 5777 C0583
09 23 7100 5777 C0583
09 21 4120 5777 C0649

6. Authorize the Mayor, Harry W. Rilling, to execute a First Amendment to the original November 22, 2022, Agreement between the City of Norwalk and A. Vitti Excavators, LLC for Project BR2022-1 (Site 1 and Site 2) - Bonny Brook Road Over Holy Ghost Fathers Brook (Site 1) and Cannon Street Over Betts Pond Brook (Site 2), for a sum not to exceed \$220,000.00.

Account No. 09 21 4021 5777 C0315
09 22 4021 5777 C0315
09 23 4021 5777 C0315
09 24 4021 5777 C0315

C. LAND USE & BUILDING MANAGEMENT COMMITTEE

1. Authorize the Technical Correction of Common Council action on August 8, 2023 VII.D.3 to include the missing costs for Ponus, Roton, Rowayton and West Rocks Schools for an amount of \$148,897.25 in addition to the approved amount of \$196,581.00 for a revised total of \$345,478.25. The revised action shall be as follows:

"Authorize the Purchasing Agent to issue a purchase order to Integrated System Services, LLC. for the Enhancement to School Security - Access Control Improvements at Fox Run, Marvin, Naramake, Nathan Hale, NECC, Ponus, Roton, Rowayton, West Rocks Schools for a total not to exceed \$345,478.25. Account No. 0921 23 245010 5777 C0537"

2. Authorize the Mayor, Harry W. Rilling, to execute the Boundary Line Agreement and all other documents necessary to effectuate the adjustment of the property lines between Norwalk High School and Naramake School.

3a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Silktown Roofing Inc., for the partial roof replacement at Roosevelt Center for a total not to exceed \$370,700.00.
Account No. 09247100 5777 C0683

3b. Authorize Building Management to execute change orders on Contract for a total not to exceed \$37,070.00.
Account No. 09247100 5777 C0683

4. Authorize the Mayor, Harry W. Rilling, to execute a three-year agreement with one -two-year renewal option with Security Solutions Incorporated to provide security monitoring services for the Belden Main Library for a total not to exceed \$990.00 per year (annual increases no more than 3% per year). Funds are available from operating account# 016210 5296.

5a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with ETT Environmental Services Inc., for DPW Center -Fuel Island Improvement Project for a total not to exceed \$423,000.00.
Account No. 09247100 5777 C0119
014045 5462

5b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$84,600.00.
Account No. 09247100 5777 C0119
014045 5462

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

REAPPOINTMENTS

FAIR HOUSING ADVISORY COMMISSION

M/C

NwIk. Code 59-A

ALEXANDRA SOLLAZZO (U)

Term Expires – 09/01/2026

3 Crossland Place
Norwalk, CT 06851

RICHARD CLARKE (D)

Term Expires – 09/01/2026

31 Merwin Street
Norwalk, CT 06850

**COMMON COUNCIL REGULAR MEETING
NORWALK, CONNECTICUT**

**SEPTEMBER 26, 2023
COUNCIL CHAMBERS AND
VIA TELECONFERENCE**

**ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE
EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER
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Mayor Rilling called the meeting to order at 7:31p.m. and led the Assembly in reciting the Pledge of Allegiance.

Ms. Dixon called the Roll:

Council at Large: Mr. Gregory Burnett

Mr. Edwin Camacho

Mr. Joshua Goldstein
Ms. Barbara Smyth

Ms. Nora Niedzielski Eichner

District A:

Ms. Nicol Ayers

Mr. David Heuvelman (7:52 p.m.)

District B:

Mr. Diane Revolus

Ms. Darlene Young

District C:

District D:

Mr. Bryan Meek

District E:

Mr. James Frayer

Ms. Lisa Shanahan

At Roll Call there were eleven (11) Common Councilmembers present and four (4) absent (Mr. Heuvelman; Mr. Kydes; Ms. McMurrer and Ms. Alterman). A Quorum was present.

Also present were Mayor, Harry Rilling; City Clerk, Irene Dixon and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

Regular Meeting: September 12, 2023

**** MS. SMYTH MOVED TO ACCEPT THE MINUTES AS PRESENTED**
**** MOTION PASSED UNANIMOUSLY**

III. PUBLIC PARTICIPATION

Public participation comments are not verbatim and represent a summarization of statements unless otherwise noted. Speakers are Norwalk residents unless otherwise noted.

Mr. Tanner Thompson spoke in support of the appointment of Mr. Salgado to the Bike Walk Commission.

Mr. Richard Bonenfant spoke about the Recreation and Parks Master Plan. He said the Plan it is not complete until there is a way to enforce the rules, specifically picking up after dogs in the parks.

Ms. Donna Smirniotopoulos questioned the reasoning behind the City entering into a contract for a park design for a park affiliated with Meadow Gardens, a Housing Authority property and the

subject of a demolition. She also asked where the residents would go once Meadow Gardens was demolished.

Ms. Diane Lauricella requested that if the Meadow Street park was within Meadow Gardens that the item be sent back to Committee. She said that Meadow Gardens is going to be demolished and the money could be spent on other items. Ms. Lauricella also spoke about the Recreation and Parks Master Plan and said the format used by the Consultant was hard to read. She requested that an independent review be made about artificial turf and natural fields.

Ms. Lauricella asked that the amount being spent for the holiday extravaganza be reduced. She said everyone is tightening their belts and the item needs to go back to Committee. The amount far exceeds what the City can afford.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were no resignations announced this evening.

APPOINTMENTS: Manuel Salgado, Bike Walk Commission

**** MS. AYERS MOVED TO APPROVE THE APPOINTMENT OF MR. SALGADO TO THE BIKE WALK COMMISSION**

Ms. Ayers spoke in support of the appointment.

Mr. Meek thanked Mr. Salgado for stepping forward. He noted that Mr. Salgado was new to Norwalk and hoped he had an opportunity to explore areas such as the Cranbury area where safe access is needed. He wished Mr. Salgado well on his appointment. Mr. Salgado expressed his thanks and said he was happy to answer any questions.

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS: There were no reappointments announced this evening.

MAYOR'S REMARKS:

Mayor Rilling acknowledge Yom Kippur and wished our Jewish community well on the Day of Atonement. A citywide celebration will be held at the Norwalk Public Library for Hispanic Heritage Month. In support of National Diaper Awareness Week, a diaper donation box has been placed in the lobby of City Hall. In addition, Mayor Rilling unveiled a parking spot dedicated to expectant mothers.

On September 28, 2023, a Complete Streets Public Workshop will be held; a Community Cannabis Forum will take place on October 3, 2023. This year's Touch a Truck and Open House Event is scheduled for October 21, 2023, at the Public Works Center.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Mr. Burnett announced that a special joint meeting of the Finance and Claims Committee of the Common Council and Board of Education to be held on October 18, 2023, at the Center for Global Studies.

RESIGNATION AND APPOINTMENTS

There were no resignations, appointments or reappointments announced this evening.

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR:

Mr. Burnett announced that Mr. Frayer would be reading this evening's Consent Calendar.

**** MR. FRAYER MOVED THE CONSENT CALENDAR AS FOLLOWS:**

VIIA.1, VII.B.2, VII.B.5, VII.B.6., VII.B.8, VII.B.9, VII.C.1, VII.C.2, VII.C.3, VII.C.4, VII.C.5, VII.C.6, VII.D.1, VII.D.2, VII.E.1A, VII.E.1B

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. ECONOMIC & COMMUNITY DEVELOPMENT COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ALL FORWARDING DOCUMENTATION REQUIRED BY HUD TO SUBMIT THE PY48 CAPER.

B. RECREATION, PARKS & CULTURAL AFFAIRS COMMITTEE

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH WOLFPIT ELEMENTARY SCHOOL AND IMMEDIATE SURROUNDING GROUNDS BY THE WOLFPIT PTA FOR THEIR PUMPKIN FEST EVENT ON SATURDAY, OCTOBER 14, 2023, FROM 10:00 AM TO 4:00 PM. SET-UP TIME AT 6:00 AM WITH TEAR-DOWN BY 6:00 PM. RAIN DATE SUNDAY, OCTOBER 15, 2023. APPROXIMATELY 300 + PEOPLE.

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH BLUE & YELLOW UKRAINE FOR THE USE OF CALF PASTURE BEACH AND IMMEDIATE SURROUNDING GROUNDS FOR THEIR VETERANS DAY 5K EVENT TO BE HELD ON SUNDAY, OCTOBER 29, 2023, FROM 8:00 AM TO 10:00 AM. SET-UP TIME AT 6:00 AM WITH TEAR-DOWN BY 11:00 AM. RAIN DATE SUNDAY, NOVEMBER 5, 2023. APPROXIMATELY 200 PEOPLE.

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE CITY OF NORWALK FOR THE USE OF 50 WASHINGTON STREET AND IMMEDIATE SURROUNDING GROUNDS FOR THEIR HOLIDAY EXTRAVAGANZA EVENT TO BE HELD ON SATURDAY, NOVEMBER 25, 2023, FROM 3:00 PM TO 8:00 PM. SET-UP FROM 8:00 AM WITH TEAR-DOWN BY 10:00 PM. APPROXIMATELY 200 PEOPLE.

8. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A 5-YEAR RENTAL AGREEMENT WITH ERIC MONTGOMERY FOR THE CARETAKER APARTMENT, LOCATED AT THE REAR OF THE FODOR HOMESTEAD AT 328 FLAX HILL ROAD, NORWALK, CT.

9. RESOLVED, THAT THE CITY OF NORWALK, CT MAY ENTER INTO WITH AND DELIVER TO THE STATE OF CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION, ANY AND ALL DOCUMENTS WHICH IT DEEMS TO BE NECESSARY OR APPROPRIATE FOR A GRANT OF \$1,000,000.00 FOR THE CITY OF NORWALK'S DEPARTMENT OF RECREATION AND PARKS; AND BE IT

FURTHER RESOLVED THAT HARRY W. RILLING AS MAYOR OF THE CITY OF NORWALK IS AUTHORIZED AND DIRECTED TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS ON BEHALF OF THE CITY OF NORWALK, AND TO DO AND PERFORM ALL ACTS AND THINGS WHICH HE DEEMS TO BE NECESSARY OR APPROPRIATE TO CARRY OUT THE TERMS OF SUCH DOCUMENTS.

C. FINANCE & CLAIMS COMMITTEE

1. REPORT OF THE CLAIMS COMMITTEE DATED: SEPTEMBER 2023

2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED: SEPTEMBER 2023

3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORTS DATED: AUGUST 2023

4. REQUEST A SPECIAL CAPITAL APPROPRIATION IN THE AMOUNT OF \$10,727.32 TO INCREASE THE AUTHORIZATION FOR ACCOUNT 09243110-5777-C0486 (FIRE DEPARTMENT-VEHICLES). THIS CAPITAL APPROPRIATION SHALL BE FUNDED THROUGH \$10,727.32 OF AUTHORIZED BUT UNISSUED GENERAL OBLIGATION BONDS OR NOTES OF THE CITY. THE \$10,727.32 OF BONDS OR NOTES OF THE CITY SHALL BE ISSUED IN ACCORDANCE WITH THE PROVISIONS AND TERMS SET FORTH IN THE ORIGINAL BOND RESOLUTIONS THAT AUTHORIZED THE ISSUANCE OF THE BONDS OR NOTES OF THE CITY FOR THE PROJECT. ACCOUNT NO. 09243110 5777 C0486

5. REQUESTING DEAUTHORIZATION IN THE AMOUNT OF \$10,727.32 FROM THE AVAILABLE BALANCE IN ACCOUNT 09213110-5777-C0667 (FIRE DEPARTMENT-MOBILE RADIO UPGRADE).

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH ANDEW TECHNOLOGY (UKG) FOR A TIME AND ATTENDANCE SYSTEM MIGRATION PROJECT NOT TO EXCEED \$225,025.00 (CAPITAL BUDGET ACCOUNT 09241340-5777-C0089 AND 011340-5258).

D. PUBLIC SAFETY & GENERAL GOVERNMENT COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS NECESSARY TO APPLY FOR AND ACCEPT GRANT FUNDING UNDER THE FISCAL YEAR 2023 JUSTICE ASSISTANCE GRANT (JAG).

2. AUTHORIZE THE POLICE CHIEF, JAMES WALSH, TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY TO IMPLEMENT THE FISCAL YEAR 2023 PROJECT JUSTICE ASSISTANCE GRANT (JAG).

E. COMMUNITY SERVICES COMMITTEE

1A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT PUBLIC HEALTH WORKFORCE DEVELOPMENT AND INFRASTRUCTURE GRANT FUNDS FROM THE CONNECTICUT DEPARTMENT OF PUBLIC HEALTH IN THE AMOUNT OF \$300,385.00 FOR THE PERIOD OCTOBER 1, 2023, THROUGH NOVEMBER 30, 2027.

1B. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS AS MAY BE NECESSARY TO IMPLEMENT THE PUBLIC HEALTH WORKFORCE DEVELOPMENT AND INFRASTRUCTURE GRANT ACTIVITIES FOR THE PERIOD OCTOBER 1, 2023, THROUGH NOVEMBER 30, 2027.

Mr. Heuvelman joined the meeting during the reading of the Consent Calendar (7:52 p.m.)

**** MOTON PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

B. RECREATION, PARKS & CULTURAL AFFAIRS COMMITTEE

**** MS. YOUNG MOVED TO ACCEPT AND APPROVE OF THE 2023 RECREATION AND PARKS TEN YEAR MASTER PLAN AND STRATEGIC PLAN DEVELOPED IN CONCERT WITH KIMLEY-HORN CONSULTANTS.**

Mr. Stowers, Director of Recreation and Parks reviewed and described the purpose of the Master Plan. He also reviewed the process that was used to create the Master Plan. He noted that the draft has been on line for a couple of months.

Mr. Nick Kahn, of Kimley-Horn Consultants gave a presentation and addressed the changes, including the reference to artificial turf. The mention of artificial turf was removed from the Master Plan. The foundation of the Master Plan comes from community engagement. He reviewed the top eight priorities and the top 10 needs. The projects are located throughout the City.

Mr. Kahn presented the strategic plan with 10 visionary goals and 51 measurable objectives.

Mr. Kahn fielded questions from the members of the Common Council. Mr. Burnett asked if by approving the Master Plan, are they committing the financial amount included in the outline. Mr. Stowers explained that this action was to approve the direction of the Master Plan. Some of the easier items to implement can come out of the capital budget. This is a guide to use going forward. Mr. Burnett asked about accreditation. Mr. Stowers said the Master Plan is a requirement for accreditation.

Ms. Smyth thanked Mr. Stowers for his leadership. She asked if there were any plans for more dog parks. She noted that enforcement is an issue. Mr. Stowers said that as more people move to Norwalk, they have dogs. He said it may be necessary to have an advocacy group to identify where dog parks should go. He said a lot of towns require developers to provide funding for pocket parks.

Ms. Niedzielski Eichner expressed her thanks to Mr. Stowers for his focus on maintenance needs. She commended him for being very realistic about how much they are going to need to invest in the City.

Mr. Stowers acknowledged the input from the public. He noted that when they bring a project forward, it has to have facility costs incorporated into the cost.

Mr. Goldstein said the Master Plan was a visionary document. As Norwalk grows, it will need new parks. He asked about the synthetic turf being removed from the Master Plan. Mr. Stowers said there is a memo in the draft plan that indicates all the changes in the Master Plan.

Ms. Shanahan said that Mr. Stowers was very responsive to the public and it is reflected in the Master Plan.

Mr. Frayer said he admired the structure of the Master Plan and said it was a good tool for building the budget.

Mr. Goldstein acknowledged the incredible job the Recreation and Parks department does.

Ms. Young said that Mr. Stower's year and a half in Norwalk have been very impressive. She said parks are what makes the City beautiful and that she is excited for the next step. She added that the Master Plan was crucial to Accreditation. She said she was glad that swimming was added to the Master Plan.

Ms. Valdares, Chief of Operations and Public Works said that if the Master Plan was approved, it would give them a plan and direction. She added that they will have to be creative in finding funding for the Master Plan.

Ms. Revolus asked if the Heritage Wall falls under Recreation and Parks. She said she talked to the DEA Officer about showcasing the history of Norwalk. Mr. Stowers explained that is State property and it is a matter of collaboration with the State. They can work together to make it a better area.

**** MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. MEEK)**

**** MS. YOUNG MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE CITY OF NORWALK FOR THE USE OF 50 WASHINGTON STREET AND IMMEDIATE SURROUNDING GROUNDS FOR THEIR A NIGHT-FAIR ON WASHINGTON STREET EVENT TO BE HELD ON SATURDAY, OCTOBER 28, 2023, FROM 5:00 PM TO 10:00 PM. SET-UP TIME AT 8:00 AM WITH TEAR-DOWN BY 11:00 PM. APPROXIMATELY 100+ PEOPLE.**

Ms. Sabrina Godeski, Director of Business Development and Tourism described the events. She said the area businesses are excited about these events. She described the street access for residents during the events.

Ms. Young said she was really excited about these events taking place in South Norwalk.

Ms. Revolus asked about the dog events. She said some people are deathly afraid of dogs and asked how this was going address so those individuals could attend these events. Ms. Godeski said they thought about that and specifically programmed the dog event so it was separated. She said there was a lot of feedback asking for dog friendly events.

Mr. Meek asked if there were any ROI metrics on these events and if they increased foot traffic for the business in the area. Ms. Godeski said they have qualitative responses from the business

owners that the events help their businesses. She added that they are soliciting sponsorship opportunities to help with the costs.

**** MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. MEEK)**

**** MS. YOUNG MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE CITY OF NORWALK FOR THE USE OF 50 WASHINGTON STREET AND IMMEDIATE SURROUNDING GROUNDS FOR THEIR A NIGHT-FAIR BRUNCH EVENT TO BE HELD ON SUNDAY, OCTOBER 29, 2023, FROM 11:00 AM TO 4:00 PM. SET-UP TIME AT 10:00 AM WITH TEAR-DOWN BY 8:00 PM. APPROXIMATELY 100+ PEOPLE.**

**** MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. MEEK)**

**** MS YOUNG MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH LANGAN FOR AN AMOUNT NOT TO EXCEED \$103,250.00, PROJECT # 4289, FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR MEADOW STREET PARK. ACCOUNT NO. 134010 5796 ARP01**

AND TO AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ISSUE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED \$13,950.00, PROJECT # 4289, FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR MEADOW STREET PARK. ACCOUNT NO. 134010 5796 ARP01

Mr. Stowers reviewed the items and said this is part of the continuing effort to renew play grounds. Langan was selected to build this project because they are the contractors for the new housing development. He said this is Park property and they have to maintain City properties that are adjacent to the Norwalk Housing Authority. The park is in bad shape. Mr. Stowers explained that Mr. Hughes, Superintendent of Parks and Public Property and Mr. Bovilsky, Executive Director of Norwalk Housing Authority have been working together, but the City is responsible for this property. This is part of he on going upgrade of all playgrounds.

Ms. Revolus said that what is overlooked is how important these parks are to the surrounding community. She said she understood the argument against the renovation, but they are very pivotal to the surrounding community and hopes that people can see that.

Mr. Meek said there is no doubt the park needs TLC, but with all the other design events, asked why they should put \$100,000 into the design instead of making the repairs. He said that seems

to be a lot of money for a design and would love to see it refurbished. Mr. Stowers said the cost is for the design and construction.

Ms. Ayers cautioned people and said that not long ago, they saw extensive plans for parks and playgrounds in more affluent areas and people like that. She said that now they are saying that children are not worthing and that is problematic. She said that if it is ok for your child to have a state of the art playground, then it is ok for other children to have a state of the art playground.

Ms. Young said she echoed Ms. Ayers' comments. She said she trusts the leadership of the City to do the right thing.

Ms. Niedzielski Eichner said she hoped the construction fees take traffic safety into consideration.

Mr. Frayer said the Park is in dire shape and needs to be upgraded. He added that \$100,000 does not seem to be enough. Mr. Stowers said that more will be added. Mr. Frayer said he was 100% behind this.

Mr. Goldstein said that if a nice park is built in another area, South Norwalk should also get one. He said that this is a commitment to equity and wholeheartedly supports this.

Mr. Ken Hughes explained that the cost will be a little higher.

Ms. Revolus asked if safety and traffic have been discussed. Mr. Stowers said they talked to Langon about that.

**** MOTION PASSED UNANIMOUSLY**

**** MS. YOUNG MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH SPORT TECH CONSTRUCTION CORP., IN AN AMOUNT NOT TO EXCEED \$299,000.00 FOR THE ROWAYTON SCHOOL TENNIS AND PICKLEBALL COURT RECONSTRUCTION PROJECT # 4299.**

ACCOUNT NO. 0923 6030 5796 C0832

AND TO AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ISSUE CHANGE ORDERS WITH SPORT TECH CONSTRUCTION PROJECT #4299 FROM ACCOUNT # 0923-6030-5796-C0832 IN AN AMOUNT NOT TO EXCEED \$29,000.00

Mr. Stowers reviewed the items. He noted there are a lot of people looking for Pickleball courts and the existing courts are not usable.

Ms. Revolus asked if this was a trend or will it truly be a life long sport. Mr. Stowers said he first encountered Pickleball in 2004 and it began in Washington. He thought it would be a trend, but it appears that it is here to stay.

Mr. Meek said he pulled these items off consent because the packet materials did not add up. He said he was just looking for the real numbers, because the packet numbers are about \$800,000 short.

**** MOTION PASSED UNANIMOUSLY**

**** MS. YOUNG MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH HINDING TENNIS, LLC, PROJECT NUMBER # 4305, TENNIS-PICKLEBALL AND BASKETBALL COURT RENOVATIONS, FOR AN AMOUNT NOT TO EXCEED \$718,994.00.
ACCOUNT NO. 0923 6030 5777 C0321
0924 6030 5777 C0321
0923 6030 5777 C0364
0923 6030 5777 C0364**

**AND TO AUTHORIZE THE MAYOR, HARRY W. RILLING TO ISSUE AN AMENDMENT TO THE CONTRACT WITH HINDING TENNIS, LLC, TENNIS PICKLEBALL AND BASKETBALL COURT RENOVATIONS, FOR ADDITIONAL REQUESTED ITEMS, IN AN AMOUNT NOT TO EXCEED \$36,220.00.
ACCOUNT NO. 0923 6030 5777 C0321
0924 6030 5777 C0321
0923 6030 5777 C0364
0923 6030 5777 C0364**

**AND TO AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ISSUE CHANGE ORDERS TO HINDING TENNIS, LLC, PROJECT # 4305, TENNIS-PICKLEBALL AND BASKETBALL COURT RENOVATIONS IN AN AMOUNT NOT TO EXCEED \$71,800.00.
ACCOUNT NO. 0923 6030 5777 C0321
0924 6030 5777 C0321
0923 6030 5777 C0364
0923 6030 5777 C0364**

Mr. Meek noted that the backup only provides details for 11B and the details in the backup do not add up.

Mr. Stowers thanked Mr. Hughes, the Recreation and Park staff and Ms. Young and the Recreation and Park Committee for all their work on the Park Master Plan. He said that Mr. Hughes has been a wonderful partner.

Mr. Hughes said that Mr. Meek was correct. He said that 11B is the pickleball renovation amended to the contract. He said he can provide the bids to the Common Council members tomorrow. He described the projects at various sites. Overall, the project will add 13 pickleball courts.

**** MS. YOUNG MOVED TO AMEND 11B AS FOLLOWS:**

AUTHORIZE THE MAYOR, HARRY W. RILLING TO ISSUE AN AMENDMENT TO THE CONTRACT WITH HINDING TENNIS, LLC, TENNIS PICKLEBALL AND BASKETBALL COURT RENOVATIONS, FOR ADDITIONAL REQUESTED ITEMS, IN AN AMOUNT NOT TO EXCEED \$36,220.00.

ACCOUNT NO. 0923 6030 5777 C0321

0924 6030 5777 C0321

0923 6030 5777 C0364

0923 6030 5777 C0364

**** MOTION PASSED UNANIMOUSLY**

Ms. Ayers said that since Mr. Hughes said he was going to provide more support documentation she asked about the protocol for tabling this item. She also asked if this was a time sensitive document. Mr. Hughes said he could forward the bid document tonight.

Ms. Valdares, Chief of Operations and Public Works explained that another two weeks would mean another six weeks until they have a contract. She said that if they table this item tonight, they may not be able to complete this contract this year.

Ms. Ayers said it was hard to make a final decision if the math does not match. She said she realizes it is a typo. Ms. Valdares explained the process that takes place after the approval and said the Purchasing and Legal departments will not approve it if the amounts are not correct. She said this was approved in the fiscal year budget.

Ms. Niedzielski Eichner said she was not comfortable voting for a \$700,000 item without backup.

Mr. Meek said he will vote yes on this item based on the unit cost, but would still like to see the back up materials.

**** MOTION AS AMENDED PASSED WITH ONE (1) ABSTENTION (MS. AYERS) AND ONE (1) VOTE IN OPPOSITION (MS. NIEDZIELSKI EICHNER)**

E. COMMUNITY SERVICES COMMITTEE

**** MR. HEUVELMAN MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS AS MAY BE NECESSARY WITH THE ALLIANCE FOR COMMUNITY EMPOWERMENT, INC. LOCATED AT 108 MAIN STREET, NORWALK, CT 06851 AND PERSON TO PERSON, INC. LOCATED AT 76 SOUTH MAIN STREET, NORWALK, CT 06854 TO ADMINISTER THE COMMUNITY SERVICES DEPARTMENT ARPA COVID-19 RENT RELIEF PROGRAM FOR NORWALK RESIDENTS WITH EACH ORGANIZATION RECEIVING \$250,000.00 FOR A TOTAL AMOUNT OF \$500,000.00. ACCOUNT NO. 132010 5796 ACS01**

Mr. Heuvelman said that Mr. Lamond Daniels, Chief of Community Services and Ms. Ana Vivian Estrella, Human Services Director were present to answer any questions. He added that this is a needed item that will help people who were impacted by covid 19.

Ms. Estrella presented slides describing the program. She said the funds are meant to stabilize the household payments and would go to the landlord or the mortgage broker. The funds only go to Norwalk residents who established residency before March 1, 2020. Materials describing the program were included in the meeting packet.

Ms. Ayers thanked the Community Services department for hearing the needs of the community. The ALICE population (Asset Limited, Income Constrained, Employed) is a growing population who do not normally qualify for subsidies. She said that she hoped that in the near future, the City will be able to find additional funds for the ALICE population.

Mr. Goldstein said that this is a very important economic issue facing Norwalk and the region as a whole. He added that this population has fallen through the cracks. He said that as the cost of housing increases, there will be a need to be vigilant about this.

Ms. Young noted that rental assistance is not new in Norwalk, but this is probably one of the best ways to spend the ARPA dollars.

**** MOTION PASSED UNANIMOUSLY**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions from Common Council members this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no motions postponed to a specific date this evening.

X. SUSPENSION OF RULES

There were no suspension of the rules this evening.

XI. ADJOURNMENT

**** MS. REVOLUS MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 9:53 p.m.

ATTEST:

Irene Dixon

Alexandra Sollazzo, LMSW

3 Crossland Place, Norwalk, CT ♦ (203) 246-5439 ♦ alexandrasollazzo@yahoo.com



EXPERIENCE

October 2019-Present **FAMILY & CHILDREN'S AGENCY** Norwalk, CT

Program Manager, Supportive Housing

- Hires, conducts training and supervises a large team of housing case managers.
- Serves as liaison between the Housing Authority, HUD, DOH, and the client.
- Ensures compliance with all data entry; confirms that data reporting requirements and outcomes are being met throughout the program.
- Financially responsible for issuing payment to scattered housing sites and verifying all leases abide by CT Fair Housing laws.

April 2017-Present **REVIVE CENTER FOR WELLNESS** Norwalk, CT

Clinician—Individual Counseling

- Provides individualized therapy sessions, primarily concentrating in servicing pre-adoptive youth, young adults, and families.
- Continually assesses clients' well-being and provides tailored short- and long-term goals and solutions.
- Collaborates in planning and execution of community-based wellness events.

May 2014-October 2019 **FAMILY & CHILDREN'S AGENCY** Norwalk, CT

Social Worker, Caregiver Support Team

- Provides intensive in-home support services for kinship care and pre-adoptive families.
- Assesses natural supports in the home, children's needs, and overall family needs in order to address the impact of intergenerational trauma and preserve the placement.
- Collaborates with DCF and other providers regarding establishment and execution of permanency plan for foster children.
- Supervises and directs masters'-level interns with eye toward fostering application of classroom teachings in practice.

September 2013-May 2014 **FAMILY & CHILDREN'S AGENCY** Norwalk, CT

Intern, Homecare Department

- Provided assessment, counseling, and other social services to seniors and their caregivers.
- Led senior-based educational groups at the local senior center.
- Conducted community outreach to local senior service organizations and oversaw presentations to seniors throughout Fairfield County.
- Supported and counseled personal alert clients after return home from emergent care.

EDUCATION

Fordham University, New York, NY

Master of Social Work, May 2014

Western Connecticut State University, Danbury, CT

Bachelor of Science, Social Work, May 2013

Honors: Who's Who of American Colleges and Universities
 Captain, Cheerleading Team, 2012-13

CERTIFICATES AND TRAINING

Certificates: SIFI Supervisor Certified; State of CT Mandated Reporter Training Certified

Training: *Working With Undocumented Individuals;2020*
 Providing Trauma Informed Supervision;2020

REV. RICHARD WESLEY CLARKE, DMin.

31 Merwin Street

Norwalk, CT 06850

Email: rwaclarke@hotmail.com

(C) 203 434-7495; (H) 203 852-7115; (O) 203 866-1042

Nationality: USA Citizen



ORDINATION (African Methodist Episcopal Church)

- ♦ Itinerant Elder – 1994
- ♦ Itinerant Deacon – 1992
- ♦ Called to Ministry – 1986

EDUCATIONAL EXPERIENCE

- ♦ **Doctor of Ministry** – Transformational Leadership for the Global City 2008 – 2012
Payne Theological Seminary, Wilberforce, Ohio, in conjunction with Bakke Graduate University, Seattle, Washington
 - Dissertation: *Transforming the Church Culture of Ineffective Urban Ministry: A Way to Reaching Urban Residents in Norwalk, Connecticut*
 - Advisor: Dr. James T. Roberson
- ♦ **Master of Divinity** with an emphasis in Ethics, Payne Theological Seminary, 2004 – 2007
Wilberforce, Ohio. Graduated top of the class with high academic honors
- ♦ **Bachelor of Arts in Theology** with an emphasis in African Studies 1992 – 1997
Bryant Theological Seminary, African Methodist Episcopal University, Monrovia, Liberia
- ♦ **Diploma in General Science**, Monrovia College, Monrovia, Liberia 1990 – 1992

PROFESSIONAL/ADMINISTRATIVE EXPERIENCE

- **Pastor – Bethel African Methodist Episcopal Church,** 2009 – Present
Norwalk, Connecticut (USA)
- **Member – Board of Trustees** of the African Methodist Episcopal Church, 2010 – Present
New England Conference (USA)
- **Dean – New England Conference Ministerial Institute** 2022 – Present
African Methodist Episcopal Church (USA)
- **Co-Chairperson – Martin Luther King, Jr., Corridor Economic Development Initiative (Norwalk, CT) (USA)** 2019 – Present
- **President – Interdenominational Ministers' Fellowship of Norwalk and Vicinity (USA)** 2017 – Present
- **Associate Dean – New England Conference Ministerial Institute** 2010 – 2021
African Methodist Episcopal Church (USA)
- **Chief Administrator**, Geda African Methodist Episcopal High School 2003 – 2004
Brewerville, Liberia
- **Chairperson**, Board of Examiners & Ministerial Training Institute 2001 – 2004
Liberia Conference AME Church, 14th Episcopal District

- **Presiding Elder – AME Church**
Gbarnga District, 14th Episcopal District, West Africa 2000 – 2004
- **Vice-Chairperson – Board of Education**
Salvation and Deliverance Academy, Monrovia, Liberia, 1995 – 1999
(A school providing education for the less fortunate within Greater Monrovia, Liberia.)
- **Director of Social Services/Personnel Director**
Africa Charitable Development Organization, Monrovia, Liberia. 1994 – 1997
- **Pastor – Greater Green Memorial AME Church, Clay-Ashland, Liberia** 1991 – 2000

TEACHING EXPERIENCE

- **Lecturer – Ministerial Studies, Yale Divinity School (New Haven, CT)** 2014
- **Pastoral Resident/Instructor (Old Testament)**
Historic Charles Street AME Church, Boston, Massachusetts 2007 – 2009
- **Teaching Assistant, African Methodist Episcopal University,**
Monrovia, Liberia 2001 – 2004
- **Faculty Representative to the Administration**
Monrovia College and Industrial Training School, Monrovia, Liberia 2000 – 2004
- **Instructor – African and Religious Studies**
Monrovia College and Industrial Training School, Monrovia, Liberia. 1997 – 2004

COMMUNITY INVOLVEMENT

- **Member – Mayor’s COVID-19 Vaccination Taskforce (Norwalk, CT)** 2020 – 2021
- **Member – The Mayor Select Committee on Equity and Justice for All**
(Norwalk, CT) 2020 – 2021

PROFESSIONAL INTEREST

- | | |
|----------------------|---------------------|
| ♦ African Studies | ♦ Philosophy |
| ♦ Ethics | ♦ Religious Studies |
| ♦ Leadership Studies | |

REFERENCES: Available upon request.

CITY OF NORWALK
FIRE DEPARTMENT

121 CONNECTICUT
NORWALK, CONNECTICUT



AVENUE
06851

Date: 09/19/2023

To: Public Safety and General Government Committee

Subject: Action Item Request

Project: Station 3- Apparatus Floor Replacement

Authorization

Authorize the Mayor, Harry W. Rilling to execute a funding agreement and any other documents necessary to receive \$400,000 of funds from the Third Taxing District to be used to make improvements to leased property at 56 Van Zant Street necessary to accommodate new fire apparatus.

History

Corporation Counsel and The Third Taxing District (TTD) have finalized a contract enabling the TTD to grant the City funding up to \$400,000 for replacement of the apparatus floor at Station 3. The TTD owns and leases the building to the Fire Department, and the Fire Department will be managing the project.

The floor underwent modifications in the 1980s to accommodate the newer apparatus of the time. Since then, the apparatus has gradually increased in height, causing clearance issues. The current apparatus required leaf spring modifications in order to fit in the building. Also, the newer, heavier apparatus has caused load-capacity concerns and capacity ratings cannot be obtained for the current floor.

The proposed floor replacement will lower the existing slab, providing adequate clearance as well as provide an Engineer designed and load capacity certified apparatus floor that will be able to safely house our newest and future apparatus.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF NORWALK 125 EAST AVENUE
City, State and Zip:	NORWALK, CT 06851
Recipient UEI:	V7ZTXNBNKJM9
Project Title: NPD Connect & Protect	Award Number: 15PBJA-23-GG-02176-MENT
Solicitation Title: BJA FY 23 Connect and Protect: Law Enforcement Behavioral Health Response Program	
Federal Award Amount: \$549,336.00	Federal Award Date: 9/26/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.745 - Criminal and Juvenile Justice and Mental Health Collaboration Program	
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/26
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/26
Project Description: The Norwalk Police Department intends to address the social issues involving police response to individuals living with mental health and substance use by funding its Behavioral Health Unit (implementation was funded through ARPA grant funds). This unit will be maintained going forward through the Norwalk Police Department operating budget, expanding the number of personnel, and identifying and obtaining better methods of tracking data, widening collaborative efforts, further educating first responders, community members, stakeholders and local providers, and further building community trust. This project will benefit both law enforcement and community alike by way of redirecting individuals needing support away from the criminal justice system and toward appropriate resources. This rerouting of persons in need is expected to reduce recidivism of arrested and/or incarcerated persons, allow police resources to focus on violent crimes or public safety concerns, and lessen the likelihood of a deadly or violent encounter between a police officer and a person experiencing a mental health crisis. Data collection and analysis will provide important information with which response can be better targeted. Facilitated access to clearer data would allow for the identification of community needs (education/trauma response/advocacy), and would provide insight into macro level issues such as needed policy changes, new program development, and community educational needs. Community education and information sharing via community meetings and social media will allow for a wider catchment of community members, identification of community needs, response to these needs through the development of programs/training, and ultimately enhance community resilience. Further, NPD will be investigating data collection tools that are geared towards integrating behavioral health and the criminal justice system.	

Award Letter

September 26, 2023

Dear Rita Nigri,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF NORWALK for an award under the funding opportunity entitled 2023 BJA FY 23 Connect and Protect: Law Enforcement Behavioral Health Response Program. The approved award amount is \$549,336.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Amy Solomon

Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF NORWALK

UEI
V7ZTXNBNKJM9

Street 1
125 EAST AVENUE

Street 2

City
NORWALK

State/U.S. Territory
Connecticut

Zip/Postal Code
06851

Country
United States

County/Parish

Province

Award Details

Federal Award Date
9/26/23

Award Type
Initial

Award Number
15PBJA-23-GG-02176-MENT

Supplement Number
00

Federal Award Amount
\$549,336.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.745	Criminal and Juvenile Justice and Mental Health Collaboration Program

Statutory Authority
Public Law No. 90-351, Title I, Sec. 2991 (codified at 34 U.S.C. 10651); (Public Law No. 117-103, 136 Stat. 49, 127). Department of Justice Appropriations Act, 2023 (Pub. L. No. 117-328; 136 Stat. 4459, 4537).

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Connect and Protect: Law Enforcement Behavioral Health Response Program

Awarding Agency

OJP

Application Number

GRANT13848847

Program Office

BJA

Grant Manager Name

Winston Skerrett

Phone Number

[202-598-7424](tel:202-598-7424)

E-mail Address

Winston.Skerrett@usdoj.gov

Project Title

NPD Connect & Protect

Performance Period Start

Date

10/01/2023

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2026

Project Description

The Norwalk Police Department intends to address the social issues involving police response to individuals living with mental health and substance use by funding its Behavioral Health Unit (implementation was funded through ARPA grant funds). This unit will be maintained going forward through the Norwalk Police Department operating budget, expanding the number of personnel, and identifying and obtaining better methods of tracking data, widening collaborative efforts, further educating first responders, community members, stakeholders and local providers, and further building community trust. This project will benefit both law enforcement and community alike by way of redirecting individuals needing support away from the criminal justice system and toward appropriate resources. This rerouting of persons in need is expected to reduce recidivism of arrested and/or incarcerated persons, allow police resources to focus on violent crimes or public safety concerns, and lessen the likelihood of a deadly or violent encounter between a police officer and a person experiencing a mental health crisis. Data collection and analysis will provide important information with which response can be better targeted. Facilitated access to clearer data would allow for the identification of community needs (education/trauma response/advocacy), and would provide insight into macro level issues such as needed policy changes, new program development, and community educational needs. Community education and information sharing via community meetings and social media will allow for a wider catchment of community members, identification of community needs, response to these needs through the development of programs/training, and ultimately enhance community resilience. Further, NPD will be investigating data collection tools that are geared towards integrating behavioral health and the criminal justice system.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

sample text

Year 1	Year 2	Year 3	Total
Personnel			
\$198,672	\$204,903	\$212,566	\$616,141
Fringe Benefits			
\$151,182	\$155,935	\$161,829	\$468,946
Travel			
\$0	\$0	\$0	\$0
Equipment			
\$1,300	\$0	\$0	\$1,300
Supplies			
\$0	\$0	\$0	\$0
Construction			
\$0	\$0	\$0	\$0
SubAwards			
\$0	\$0	\$0	\$0
Procurement Contracts			
\$0	\$0	\$0	\$0

Other Costs

\$8,540

\$540

\$540

\$9,620

Total Direct Costs

\$359,694

\$361,378

\$374,935

\$1,096,007

Indirect Costs

\$0

\$0

\$0

\$0

Total Project Costs

\$359,694

\$361,378

\$374,935

\$1,096,007

Federal

\$182,307

\$179,457

\$187,572

\$549,336

Non-Federal

\$177,387

\$181,921

\$187,363

\$546,671

Budget Totals

	Total	Percentage
Total Project Cost	\$1,096,007	
Federal Funds	\$549,336	50.12~symbolPlaceholder~
Non-Federal Amount	\$546,671	49.88~symbolPlaceholder~
Match Amount	\$546,671	49.88~symbolPlaceholder~
Program Income	\$ 0	

0.00~symbolPlaceholder~

Empty Space

Please note: After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
Total Estimated Funding	=	Total Project Costs

Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

Budget Category

Personnel

Fringe Benefits

Travel

Equipment

Supplies

Construction

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the

individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB

Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

32

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

33

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

34

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press

releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

37

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

38

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

39

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

40

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such

funds.

41

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

42

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

43

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

44

JMHCP Planning Phase: The recipient may incur obligations, expend, and draw down funds in an amount not to exceed \$100,000 for the sole purpose of completing the required planning phase during which it must develop a Planning and Implementation Guide. The grantee is not authorized to incur any additional obligations, make any additional expenditures, or drawdown any additional funds until BJA has reviewed and approved the grant recipient's completed Planning and Implementation Guide and has issued an Award Condition Modification (ACM) removing this condition.

45

To the extent that direct services will be provided to participants as a component of the JMHCP project, grant funds must be used to support a target population that includes adults or juveniles who: 1) have been diagnosed as having MI or CMISA or manifest obvious signs of MI or CMISA during arrest or confinement or before any court; 2) have been unanimously approved for participation in a program funded under this award by (as appropriate) the relevant prosecuting attorney, defense attorney, probation or corrections official, judge, and a representative from the relevant mental health agency, and having been determined by each of these relevant individuals to not pose a risk of violence to any person in the program, or the public; and 3) have not been charged with or convicted of any sex offense (as defined at 34 U.S.C. ?20911) or any offense relating to the sexual exploitation of children, or murder or assault with intent to commit murder.

46

Recipient understands that significant project delays (over 90 days) may lead to increases in the required cost match, pursuant to 34 USC 10651(d), and agrees to cooperate with BJA on any budget revisions that may be necessary, particularly following such significant project delays. Recipient further understands that the required match set forth in the proposed budget and any budget revisions will be reviewed in accordance with statutory requirements, leading to a total match amount for which the recipient will be responsible.

47

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

48

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49

Within 90 days of this award, the recipient shall submit to the Office of Justice Programs a finalized Memorandum of Understanding (MOU) that reflects the goals and objectives of the project and lists the identities, roles, and contributions of the participating agencies. The MOU must be signed by the Chief Executive Officer of each collaborating agency. The grantee also agrees to notify the Bureau of Justice Assistance of any change in the status or duties of the collaborating agency partners or individuals.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either)

may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Assistant Attorney General	Amy Solomon	9/23/23 8:18 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
San Francisco Mayor

SignerID
San Francisco Harry Rilling

Signed Date And Time
10/3/2023 5:28 PM



CITY OF NORWALK
Norwalk City Hall
125 East Avenue, PO Box 5125
Room 225
Norwalk, CT 06856-5125
P: 203-854-7791 / F: 203-857-0143

NORWALK COMMON COUNCIL

REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: October 4, 2023

(Note - Agenda closes 12:00 Noon on the Thursday before the Council meeting.)

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST: Vanessa Valadares, Chief of Operations and Public Works / Public Works Committee

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Public Works

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES WHICH ONE? Public Works

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section 8-24 OF THE STATE STATUTES? YES NO XX N/A

LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or backup material. If a contract is to be awarded, please include name of contractor, amount of contract to be awarded and account from which payment will be made.)

1. Authorize the Mayor, Harry W. Rilling to execute any and all Agreements and other documents necessary to enter into a Data Sharing Confidentiality Agreement with the First Taxing District (the "FTD") whereby the FTD will provide the WPCA supply water consumption data of the individual customers of the FTD, including total metered gallons, service address, owner's name, account number, and account type.
2. Authorize the Mayor, Harry W. Rilling to enter into a Right of Entry and Access License with ConnDOT for the temporary installation, maintenance and operation of a variable messaging sign for marine users at various locations in connection with the Walk Bridge Replacement Project
3. Authorize the Purchasing Agent to authorize a Sole Source Purchase Order to Cargill Salt for treated road salt for snow and ice control, pricing not to exceed \$105 per ton for normal and after hour deliveries effective for the 2023-24 snow season.

Account No. 01 40 25 5322

4. Technical Correction of the Common Council Action of November 8, 2022, Item VII.C.3, to Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Crown Castle International for the East Avenue Advance Utility Project No. 0301-0515NP for an amount not to exceed \$170,000.00, to "Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Crown

Castle International for the East Avenue Advanced Utility Project No. 0301-0515NP for an estimated amount of \$195,965.10".

Account No. 09 12 4021 5777 C0471
09 22 4021 5777 C0471
09 23 4021 5777 C0471
09 21 4021 5777 C0234
09 22 4021 5777 C0234

5. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the March 22, 2023 Agreement between the City of Norwalk and Colonna Masonry Concrete & Asphalt Paving LLC for Project RD2023-1 Curb and Sidewalk for Spring Hill Avenue Area, for an amount not to exceed \$200,000.00.

Account No. 09 24 4021 5777 C0318
09 21 7100 5777 C0583
09 23 7100 5777 C0583
09 21 4120 5777 C0649

6. Authorize the Mayor, Harry W. Rilling, to execute a First Amendment to the original November 22, 2022 Agreement between the City of Norwalk and A. Vitti Excavators, LLC for Project BR2022-1 (Site 1 and Site2) - Bonny Brook Road Over Holy Ghost Fathers Brook (Site 1) and Cannon Street Over Betts Pond Brook (Site 2), for a sum not to exceed \$220,000.00.

Account No. 09 21 4021 5777 C0315
09 22 4021 5777 C0315
09 23 4021 5777 C0315
09 24 4021 5777 C0315

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

Section 1-189 Charter of the City of Norwalk & Section 8-24 of the Connecticut General Statutes

EFFECTIVE DATE OF ACTION (if applicable):

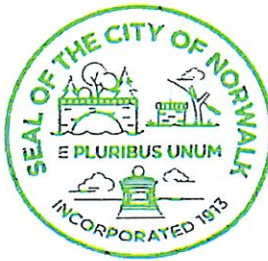
Upon adoption and compliance with Charter provisions



Signature of Person Making Request

Please fill in all blanks and note if an item is not applicable.

Amended 4/13/84



Contract Staff Summary

Department/Staff Contact

Department of Public Works – Division of Engineering
Vanessa Valadares – 203-854-7902

Common Council Committee

Public Works Committee

Date Approved by Committee

Purpose/Scope

Water Supply Consumption Agreement

Data Sharing Confidentiality Agreement

Vendor

First District Water Department / WPCA

(Indicate if new or existing vendor)

Term of Contract

As required to complete project

Method of Procurement

(Indicate if sole source)

Cost of Contract

n/a

Funding Source/Account Number

n/a

Additional Information/Other Details

MEMORANDUM

From: Darin L. Callahan
To: Members of the Common Council
Cc: Vanessa Valadares
Ralph Kolb
Date: October 3, 2023
Re: Data Sharing Confidentiality Agreement

.....

Dear DPW Committee Members:

I have been working with DPW's Chief of Operations and Public Works (Vanessa Valadares) and Senior Environmental Engineer (Ralph Kolb) on the following cooperation agreement with the First Taxing District (the "FTD") which is being brought before you for consideration for approval:

I. Data Sharing Agreement

The WPCA has historically billed sanitary system users on a consumption basis using estimated user consumption. We have worked cooperatively with the FTD to prepare an agreement pursuant to Conn. Gen. Stat. §§ 7-245 through 7-273 (the "Municipal Sewer Systems Act"), which allows the FTD to share actual user data. This will allow the WPCA to bill individual users on actual consumption. Specifically, the Agreement allows the FTD to provide supply water consumption data of individual customers of the FTD, including total metered gallons, service address, owner's name, account number, and account type (the "Data"). Generally speaking, the agreement is a confidentiality agreement limiting use of the Data provided thereunder for WPCA billing purposes. The fee for obtaining Data is the same fee the FTD charges for commercial properties which are not subject to the same privacy laws. Because the data subject to confidentiality will need to be handle by certain City employee in light of our current billing practices, both the WPCA and the City need to be parties to the agreement.

Proposed Authorization:

AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL AGREEMENTS AND OTHER DOCUMENTS NECESSARY TO ENTER INTO A DATA SHARING CONFIDENTIALITY AGREEMENT WITH THE FIRST TAXING DISTRICT (THE "FTD") WHEREBY THE FTD WILL PROVIDE THE WPCA SUPPLY WATER CONSUMPTION DATA OF THE INDIVIDUAL CUSTOMERS OF THE FTD, INCLUDING TOTAL METERED GALLONS, SERVICE ADDRESS, OWNER'S NAME, ACCOUNT NUMBER, AND ACCOUNT TYPE.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE FIRST TAXING DISTRICT OF THE CITY OF NORWALK
AND
THE WATER POLLUTION CONTROL AUTHORITY OF THE CITY OF
NORWALK**

I. INTRODUCTION

THIS MEMORANDUM OF AGREEMENT (“Agreement”), dated September _____, 2023, is by and between **The First Taxing District of the City of Norwalk** (“FTD”), a municipal corporate entity established by a Special Act of the Connecticut Legislature with its offices at 12 New Canaan Avenue, Norwalk, CT, and the **City of Norwalk**, a municipal corporation organized and existing under the law of the State of Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized (the “City”) and the **Norwalk Water Pollution Control Authority**, a statutory governmental authority existing by Ordinance of the Common Council of the City and Conn. Gen. Stat. § 7-203, acting herein by Darren Oustafine, its Chairman, duly authorized (the “WPCA”). The FTD, City and the WPCA may sometimes hereafter be referred to individually as a “Party” or jointly as “Parties.”

II. PREAMBLES

WHEREAS, the FTD is, in part, a municipal water utility, which is authorized and empowered to manage the healthy, safe, and legally compliant water supply system in Norwalk;

WHEREAS, the FTD, pursuant to Special Act and City Charter has the exclusive right and privilege to provide and sell water by means of reservoirs, conduits, and pipes with the limits of the City of Norwalk;

WHEREAS, the WPCA, by Statute and City Ordinance has the exclusive right to construct, reconstruct, operate and maintain the sewerage system for the City of Norwalk;

WHEREAS, the WPCA, pursuant to City Ordinance Section 113-13, has the exclusive right to charge for sewerage system use for residential, commercial, nonresidential, industrial, municipal and institutional users and such charges “shall reflect the proportional distribution of all costs among all users”;

WHEREAS, the FTD owns water meters that collect water consumption data for all of its customers in the City of Norwalk;

WHEREAS, the WPCA has represented to the FTD that this water consumption data would provide assistance to the WPCA in discharging their duties pursuant to City Ordinance

Section 113-13, to wit, charging the WPCA customers for a proportionate share of the costs to maintain and operate a sewerage system based on water usage;

WHEREAS, the WPCA has represented to the FTD that it can provide certain assurances that any customer billing or water consumption data provided to it shall remain protected from any disclosure, intentional or not, to any person or entity outside of the WPCA without the express written permission of the FTD;

WHEREAS, CGS 7-258(a) provides that for purpose of collecting [sewer use] charges any municipality may enter into an agreement with any water company or municipal water department furnishing water in such municipality for the purchase from such water company or municipal water department of information or services . . . Any water company or municipal water department may enter into and fulfill any such agreements . . .

NOW THEREFORE, in light of the foregoing, and by mutual execution of this Agreement, the Parties agree to the terms and conditions set forth below.

III. THE INFORMATION

- A. The FTD agrees to supply water consumption data of the individual customers of the FTD, including total metered gallons, service address, owner's name, account number, and account type ("Information") to the WPCA.
- B. The Information will be provided on an annual basis during the month of March.

IV. THE TERMS

- A. Pursuant to Conn. Gen. Stat. 16-262c(e), the WPCA and the City acknowledges that the Information shared under this Agreement is regarded as confidential information. The WPCA agrees to maintain confidentiality of all Information and provide access to its staff on a need to know basis, and without obtaining the written consent of the District, it shall not disclose such Information to any third-parties, except for (1) the information that the WPCA or the City is under the obligation to disclose pursuant to applicable laws, orders of the court or other government authorities; (2) is required to be disclosed by the WPCA or the City to its auditors, outside counsel, or other professionals in the normal course of its operations, provided that, such third-parties shall be informed of and shall be bound by the confidentiality obligations similar to those set forth in this Section, or (3) to the individual customer of the FTD to the extent that the water consumption shared is the data for that individual customer. The WPCA and the City acknowledge that the data is not subject to divulgence or release under the Freedom of Information Act. This Section shall survive the termination of this Agreement for any reason.
- B. The WPCA and the City will employ commercially reasonable technology to prevent unauthorized access to, copying or viewing of the Information.

- C. The FTD charged the Norwalk WPCA \$5.76 per individual account for the Information in calendar year 2022, each subsequent year that rate shall be increased by the "district rate increase" which is an amount determined by the FTD as part of their annual budgetary process in order to ensure that the water revenue charged to its electors covers its expenditures.
- D. The FTD cautions the WPCA that errors and or discrepancies may occur in the some of the Information and the FTD is not responsible for any such errors or discrepancies.
- E. The Information provided to the WPCA shall remain the property of the FTD and the WPCA and the City are not authorized to sell, publish or disseminate the Information to anyone, other than those listed in this Agreement.
- F. The WPCA will indemnify, defend and hold the FTD, its agents and employees harmless from any and all third-party claims, liabilities, actions, proceedings, debts, judgments, awards, damages or expenses (include reasonable attorney's fees)(collectively, "Claims") arising from, connected with, or related to the WPCA's performance of this Agreement, except to the extent such Claims are caused by the negligent, willful or wanton acts or omission of FTD.

V. GENERAL PROVISIONS

- A. The FTD, City and the WPCA each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. Neither Party shall assign or transfer any interest in this Agreement without the prior written approval of the other Party.
- B. If any provision of this Agreement is held invalid, the remaining provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.
- C. No change or modification of this Agreement shall be valid unless it is in writing and executed by all Parties to this Agreement.
- D. This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the parties and no amendment will be effective unless signed by both parties.

VI. PRINCIPAL CONTACTS

All notices of any nature referred to in this Agreement shall be in writing and sent my registered mail to:

The First Taxing District of the City of Norwalk

Eleanor M. Militana
General Manager
12 New Canaan Avenue
Norwalk, CT 06851
Direct Dial Telephone Number: (203) 229-7264

The Water Pollution Control Authority of the City of Norwalk

Ralph Kolb, P.E.
Sr. Environmental Engineer
15 South Smith Street
Norwalk, CT 06855
Direct Dial Telephone Number: (203) 854-3242

With copy to: Darin Callahan, Assistant Corporation Counsel
City Hall
125 East Ave.
Norwalk, CT 06851
Direct Dial: (203) 854-7915

Such Principal Contacts may be changed in writing from time to time by their respective organizations. Both parties hereby agree to keep the other informed of any changes or updates to information regarding Principal Contacts.

VII. EFFECTIVE DATES AND AMENDMENTS

This Agreement shall take effect upon signing by both Parties (the "Effective Date") and shall remain in effect until terminated by either party.

Either party may terminate this Agreement for convenience by providing thirty (30) days advanced written notice to the other party.

The provisions of this Agreement may only be amended or waived by mutual written agreement by both Parties.

The individuals signing this Agreement on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this Agreement shall have been duly executed by the entity each represents.

THE FIRST TAXING DISTRICT OF
THE CITY OF NORWALK,

By: _____
Eleanor M. Militana, General Manager,
Duly Authorized

Witness Date

Witness Date

CITY OF NORWALK

By: _____
Harry W. Rilling
Its Mayor, Duly Authorized

Witness Date

Witness Date

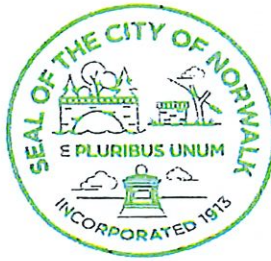
THE CITY OF NORWALK, acting
through its WATER POLLUTION
CONTROL AUTHORITY

By: _____
Darren Oustafine, Its Chairman,
Duly Authorized

Witness Date

Witness Date

By: _____



Contract Staff Summary

Department/Staff Contact

Department of Public Works – Division of Engineering
Vanessa Valadares – 203-854-7902

Common Council Committee

Public Works Committee

Date Approved by Committee

Purpose/Scope

A Right of Entry and Access License with ConnDOT for the temporary installation, maintenance and operation of a variable messaging sign for marine users at the following locations in connection with the Walk Bridge Replacement Project

Vendor

DOT

(Indicate if new or existing vendor)

Term of Contract

As required to complete project

Method of Procurement

(Indicate if sole source)

Cost of Contract

n/a

Funding Source/Account Number

n/a

Additional Information/Other Details

The Department of Transportation
Bureau of Engineering and Construction
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546

TO WHOM IT MAY CONCERN:

The City of Norwalk grants permission to the Department of Transportation, Bureau of Engineering and Construction, and its agent(s) to enter upon the properties and locations identified as location No. 2 & 3 on the attached plan titled MARINE TRAFFIC AID PLAN, DRAWING NO. MP-100, for the purpose of Installing variable message signs for maritime users.

This permission is given without prejudice to our rights under the law covering damages for the formal acquisition of construction easements required for this work, the right of the State of Connecticut to formally acquire said property rights by eminent domain in the event of failure to conclude an amicable agreement for the purchase of said property rights, or our right to appeal the damages.

DATE: _____

Signature

PROJECT NO. 301-176

Print Name and Title



DRAFT FOR REVIEW

DESIGN INITIATED CHANGE ORDER NO. 6 - XX/XX/23

[illegible]

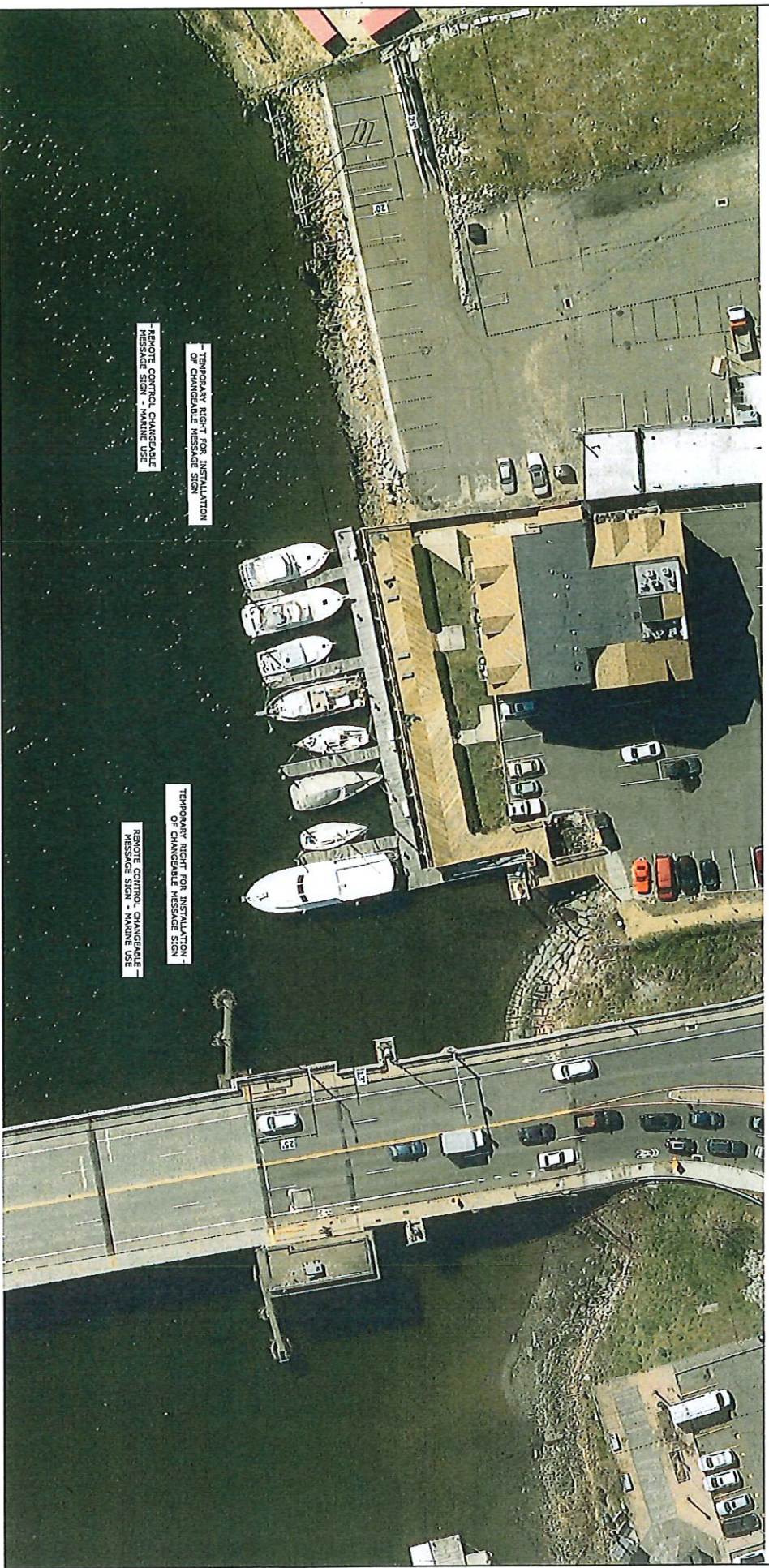


TEMPORARY NIGHT FOR INSTALLATION
OF CHANGEABLE MESSAGE SIGN

REMOTE CONTROL CHANGEABLE
MESSAGE SIGN - PAVING USE

PLAN VIEW - LOCATION NO. 2

DESIGNED BY: JVS		CHECKED BY: JVS		SCALE IN FEET: 1" = 20'	
DATE: 01/16/03		REVISION: 01/16/03		SHEET NO. 01/16/03	
THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE STATE OF CONNECTICUT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE STATE OF CONNECTICUT.					
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION					
ADA APPROVED BY: 09-29-2011					
PROJECT TITLE: WALK BRIDGE PROGRAM COMMON SET					
TOWN: NORWALK					
SHEET NO. MP-102 01/16/03					



PLAN VIEW - LOCATION NO. 485

NEW SHEET ADDED BY
ADDENDUM NO.3

NORWALK

**WALK BRIDGE PROGRAM
COMMON SET**

Unravelling Title: CMS LOCATION NO. 485

MP-104

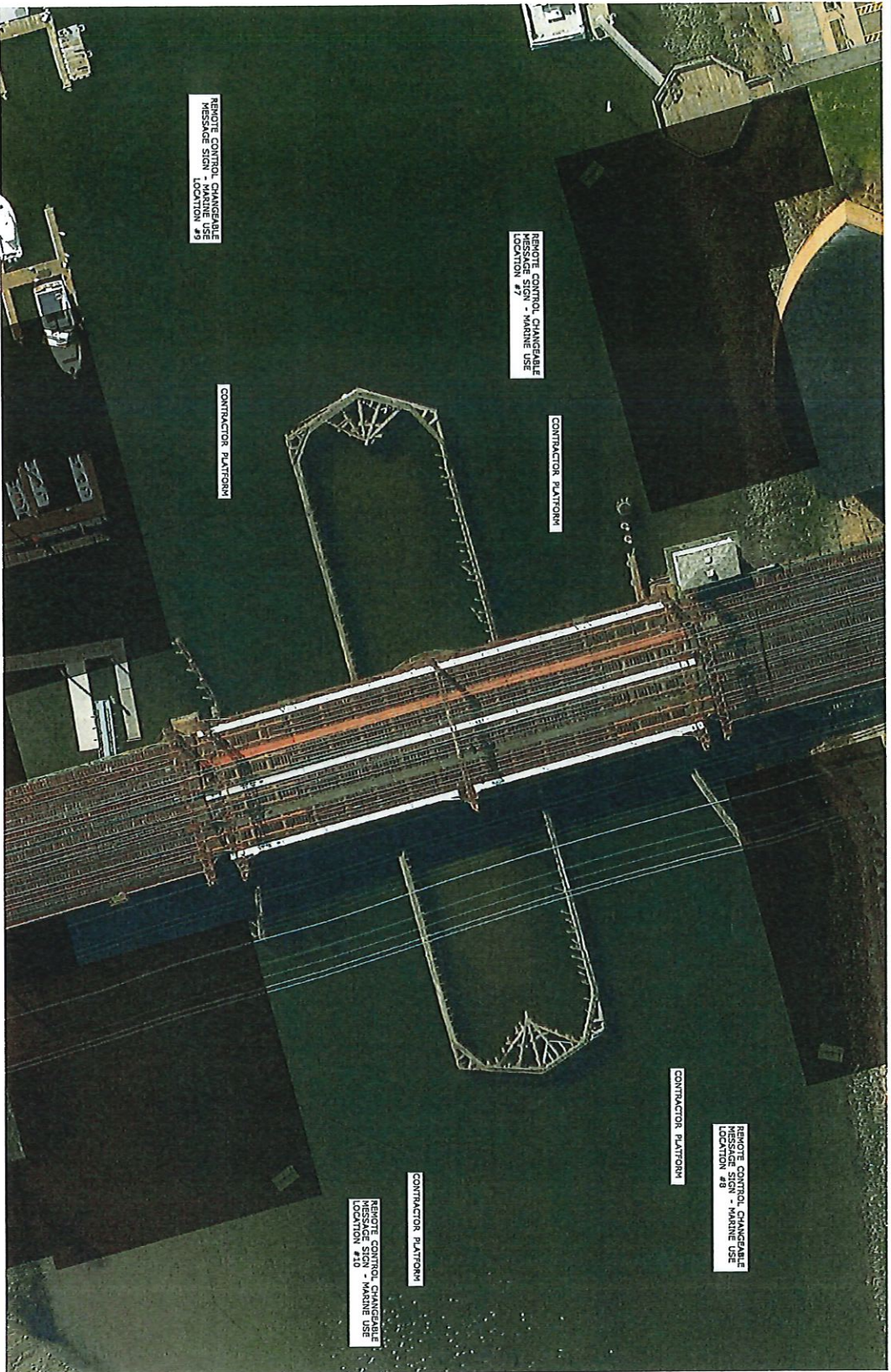
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DRAFT FOR REVIEW

DESIGN INITIATED CHANGE ORDER NO. 6 - XX/XX/23

[illegible]



PLAN VIEW - LOCATION NO. 7, 8, 9, 10

PROJECT NO. 0301-0176 SHEET NO. MP-106 DATE 01.16.07/AS		DRAWING TITLE CMS LOCATION NO. 7, 8, 9, 10		PROJECT TITLE WALK BRIDGE PROGRAM COMMON SET		PROJECT NO. 0301-0176 SHEET NO. MP-106 DATE 01.16.07/AS	
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION		DESIGNER SCALE IN FEET 1" = 20'		CONTRACTOR SCALE IN FEET 1" = 20'		PROJECT TITLE WALK BRIDGE PROGRAM COMMON SET	
REMOTE CONTROL, CHANGEABLE MESSAGE SIGN - MARINE USE LOCATION #7		REMOTE CONTROL, CHANGEABLE MESSAGE SIGN - MARINE USE LOCATION #8		REMOTE CONTROL, CHANGEABLE MESSAGE SIGN - MARINE USE LOCATION #9		REMOTE CONTROL, CHANGEABLE MESSAGE SIGN - MARINE USE LOCATION #10	



Contract Staff Summary

Department/Staff Contact	DPW/ Chris Torre
Common Council Committee	Public Works
Date Approved by Committee	
Purpose/Scope	Road Salt
Vendor (Indicate if new or existing vendor)	Cargill Inc.
Term of Contract	1-year
Method of Procurement (Indicate if sole source)	Sole source
Cost of Contract	\$105/ton
Funding Source/Account Number	014025-5322
Additional Information/Other Details	



Salt, Road Safety
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

INFORMAL QUOTE LETTER

Tuesday, September 19, 2023

Account Information		*Contact Information	
Account Number	1500028673	Attn:	VALUED CUSTOMER
Name	CITY OF NORWALK	Title	
Address 1	125 EAST AVE	Phone	
P O Box		Fax	
City State Zip	NORWALK, CT 06851-5702	Mobile	
County	FAIRFIELD	e-mail	

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2023/2024 season.

Price Basis Per Ton

Product	DELIVERY	Estimated Tons	Terminal
Clearlane Enhanced Deicer	\$105	5000	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.

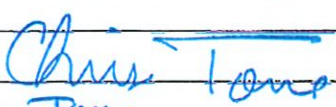
TERMS AND CONDITIONS -

- 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 19, 2023 through May 31, 2024. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customers adherence to those 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, 2022, 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 three 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 alter 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
---------------	--------	--------------	-----

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 Cope Sara Cope 800-600-7258 - p 952-404-8491 - f	Accepted
	Signature: 
	Name: Chris Torze
	Title: Superintendent of Operations
	e-mail: ctorze@norwalk.ct.gov

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 distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto

Pg 1 of 2



Delcng Technology Business
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.			
Billing Information		Shipping Information	
Name:	City of Norwalk	Same as billing.	
DBA (if applicable)			
Address 1	15 S. Smith Street		
Address 2			
City State Zip	Norwalk, CT 06855		
County			
Attn:	Diane Byrd		
Phone	803.874.3338	Fax	
		e-mail:	dbyrd@norwalk-ct.gov

TERMS AND CONDITIONS OF GOVERNMENT ROAD SALT SALES

1. **TERMS TO GOVERN.** The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller.

2. **TITLE/RISK OF LOSS.** Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer.

3. **PAYMENT AND CREDIT TERMS.** Failure of the Buyer to pay on the due date for products shipped shall give Seller the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status.

4. **WARRANTY AND LIMITATION OF LIABILITY.** Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.

5. **EXCLUSIVE REMEDY.** If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price.

6. **FORCE MAJEURE.** Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire, flood, windstorm, acts of governmental authorities, strikes, shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.

7. **INCREASES.** Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and/or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its plant closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another plant, to the extent it is available, subject to Buyer's payment of all increased freight costs.

8. **DELIVERY.** Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option.

9. **TERMINATION.** If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated as bankrupt, and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.

10. **TAXES.** Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.

11. **ASSIGNMENT.** The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller.

12. **FORWARD CONTRACT.** The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

13. **CONTRACT AMBIGUITIES.** The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 9/19/2023

DEPARTMENT: DPW

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under Informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☒	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☐	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
☐	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
☐	Other, please explain:

TOTAL COST: 105/ton MUNIS Account: 014025-5322

VENDOR: Cargill, Inc.

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Digitally signed by Sharon Conners Purchasing Agent Name Date: 2023.09.19 16:28:50 -04'00'	X	Supports	 Department Head Name
		Does Not Support	
	X	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	 Date 9/19/23

JUSTIFICATION:

We recommend Cargill as a sole source provider for treated rock salt for the 2023-24 winter season, winter season.

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 by reducing corrosiveness, improving low temperature performance, reducing bounce and scatter, preventing clumping and salt pile freezing, and enhance flow ability. 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 us to pre-load our trucks, keeping them in a heated garage which increases our response time for winter weather events.

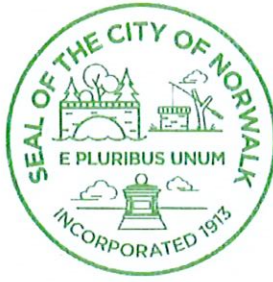
In addition, a major concern for our winter maintenance operations is making sure we have deicing product available. Cargill provides nationwide production and distribution capabilities with two major distribution hubs in our region. Lastly, Cargill Clearlane has the highest rating out of all major treated salt products in corrosive resistance, which doesn't affect the cars on the road, but does affect the equipment that handles and distributes the materials, saving on fleet maintenance costs. Our experience with Cargill as our treated salt provider has been very positive; this would be our fourth winter season using Cargill as our treated salt provider if approved. There is a three percent cost increase for the 2023-24 winter season compared to last year pricing for Cargill's Clearlane product.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



Contract Staff Summary

Department/Staff Contact	Department of Public Works – Division of Engineering Vanessa Valadares – 203-854-7902	
Common Council Committee	Public Works Committee	
Date Approved by Committee		
Purpose/Scope	Technical Correction Due to Price Increase – East Avenue Advanced Utility Project No. 0301-0515NP	
Vendor (Indicate if new or existing vendor)	Crown Castle International	
Term of Contract	As required to complete project	
Method of Procurement (Indicate if sole source)		
Cost of Contract	\$195,965.10	
Funding Source/Account Number	09 12 4021 5777 C0471 09 22 4021 5777 C0471 09 23 4021 5777 C0471	09 21 4021 5777 C0234 09 22 4021 5777 C0234
Additional Information/Other Details		

COMMON COUNCIL
NORWALK, CONNECTICUT

ACTION
7:30 PM EST

November 8, 2022
COUNCIL CHAMBERS
09 22 4021 5777 C0234
AUTHORIZED

2. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Windstream Communications Inc. for the East Avenue Advanced Utility Project No. 0301-0515NP for an amount not to exceed \$5,000.00.

Account No. 09 12 4021 5777 C0471
09 22 4021 5777 C0471
09 23 4021 5777 C0471
09 21 4021 5777 C0234
09 22 4021 5777 C0234

AUTHORIZED

3. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Crown Castle International for the East Avenue Advanced Utility Project No. 0301-0515NP for an amount not to exceed \$170,000.00.

Account No. 09 12 4021 5777 C0471
09 22 4021 5777 C0471
09 23 4021 5777 C0471
09 21 4021 5777 C0234
09 22 4021 5777 C0234

AUTHORIZED

4. Authorize the purchasing agent to authorize a sole source purchase order to Cargill Salt for treated road salt for snow and ice control, pricing not to exceed \$108.00 per ton for normal and after hour deliveries effective for the 2022-23 snow season.

Account No. 01 40 25 5322

AUTHORIZED

D. LAND USE AND BUILDING MANAGEMENT

1. Authorize the Purchasing Agent to issue purchase orders to BLACKWOOD Associates Inc. for the supply and installation of IT security platform (ExtraHop Reveal(x) 360 solution) for Norwalk Public Schools for a total amount not to exceed \$ \$106,639.

Account 09235010-5777-C0112

AUTHORIZED

- 2a. Authorize, the Mayor Harry W. Rilling, to execute a Contract with Gold Seal Roofing, LLC for the Meadow Street Fire Station roofing replacement project for a total not to exceed \$313,000.00. Acct. #0922/233110-5777-C0796

AUTHORIZED

- 2b. Authorize the Fire Department to issue change orders on Contract for a total not to exceed \$31,300.00

AUTHORIZED

3. Authorize the Purchasing Agent to issue Purchase Order to Connecticut Business System (CBS) for 18 75" ViewSonic Boards for a total amount not to exceed \$61,264.00. Acct. #09235010-5777-C0112.

AUTHORIZED

- 4a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with HV Contractor Corporation for security and office improvements in the Comptroller's Office for a total not to exceed \$33,950.00. Account #01 011340 5258

AUTHORIZED

- 4b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$3,395.00.

AUTHORIZED



Contract Staff Summary

Department/Staff Contact	<i>Public Works James Meehan 2038547331</i>		
Common Council Committee	<i>Public Works Committee</i>		
Date Approved by Committee			
Purpose/Scope	<i>1st Amendment - RD 2023-1 Curb & Sidewalk for Springhill Ave Area (March 22, 2023 Agreement)</i>		
Vendor (Indicate if new or existing vendor)	<i>Colonna, Masonry, Concrete & Asphalt Paving</i>		
Term of Contract			
Method of Procurement (Indicate if sole source)	<i>Lowest responsible bidder</i>		
Cost of Contract	<i>\$ 200,000</i>		
Funding Source/Account Number	<i>09 24 4021 5777 C0318</i>	<i>09 23 7100 5777 C0583</i>	<i>09 21 4120 5777 C0649</i>
Additional Information/Other Details			



CITY OF NORWALK
James Meehan, P.E.
Principal Engineer / Department of Engineering
City of Norwalk
125 East Avenue
Norwalk, CT 06856
Office: (203) 854-7331
www.norwalkct.gov
jmeehan@norwalkct.gov

To: Vanessa Valadares, P.E. – Chief of Operations and Public Works
From: James Meehan, P.E. – Principal Engineer
Ref: On-Call Professional Engineering Services
Date: September 27, 2023

On March 22, 2023, the City of Norwalk entered into a contract agreement with Colonna Masonry Concrete & Asphalt Paving LLC, to provide Curb and Sidewalk for Spring Hill Area for Project RD 2023-1.

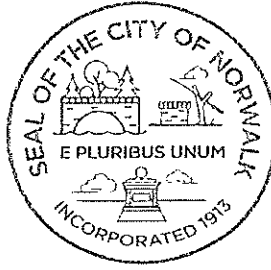
The Engineering Department along with Transportation, Mobility and Parking have reviewed the area and would like to expand the scope of work to include additional pedestrian access and safety measures down to Ponus Avenue.

Therefore, we would like to request the following item be included on the agenda for the October 3, 2023 meeting of the Public Works Committee of the Common Council for approval:

9. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the March 22, 2023 Agreement between the City of Norwalk and Colonna Masonry Concrete & Asphalt Paving for Project RD2023-1 Curb and Sidewalk for Spring Hill Avenue Area, for an amount not to exceed \$200,000.00.

Account No. 09 24 4021 5777 C0318
09 21 7100 5777 C0583
09 23 7100 5777 C0583
09 21 4120 5777 C0649

If you have any questions, please do not hesitate to call me.



Contract Staff Summary

Department/Staff Contact

*Department of Public Works
James Meehan, PE 203 854 7331*

Common Council Committee

Public Works

Date Approved by Committee

Purpose/Scope

Scope of Work Changes

Vendor

(Indicate if new or existing vendor)

*A. Vitti Excavators, LLC
BR 20221 Site 1 and Site 2*

Term of Contract

Method of Procurement

(Indicate if sole source)

Lowest Responsible Bidder

Cost of Contract

\$ 220,000.00

Funding Source/Account Number

*09 21 4021 5777 00315
09 22 4021 5777 00315*

*09 23 4021 5777 00315
09 24 4021 5777 00315*

Additional Information/Other Details

first amendment



CITY OF NORWALK
James Meehan, P.E.
Principal Engineer / Department of Engineering
City of Norwalk
125 East Avenue
Norwalk, CT 06856
Office: (203) 854-7331
www.norwalkct.gov
jmeehan@norwalkct.gov

To: Vanessa Valadares, P.E. – Chief of Operations and Public Works
From: James Meehan, P.E. – Principal Engineer
Ref: Bonny Brook and Cannon St bridge
Date: September 28, 2023

On November 22, 2022, the City of Norwalk entered into a contract agreement with A. Vitti Excavators, LLC for Project BR2022-1 (Site 1 and Site2) - Bonny Brook Road Over Holy Ghost Fathers Brook (Site 1) and Cannon Street Over Betts Pond Brook (Site 2).

Due to changes in the original contract scope of work, we would like to request the following item be included on the agenda for the October 3, 2023 meeting of the Public Works Committee of the Common Council for approval:

Authorize the Mayor, Harry W. Rilling, to execute a First Amendment to the original November 22, 2022 agreement between the City of Norwalk and A. Vitti Excavators, LLC for Project BR2022-1 (Site 1 and Site2) - Bonny Brook Road Over Holy Ghost Fathers Brook (Site 1) and Cannon Street Over Betts Pond Brook (Site 2), for a sum not to exceed \$220,000.

Account No:
09 21 4021 5777 C0315
09 22 4021 5777 C0315
09 23 4021 5777 C0315
09 24 4021 5777 C0315

If you have any questions, please do not hesitate to call me.



TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: RYAN HAROLD, DISTRICT SAFETY & SECURITY SUPERVISOR

RE: **ENHANCEMENTS TO SCHOOL SECURITY RESOLUTION
ACCESS CONTROL IMPROVEMENTS AT PONUS, ROTON,
ROWAYTON, WEST ROCKS**

DATE: SEPTEMBER 26, 2023

The Enhancements to School Security program throughout the Norwalk Public Schools was established a number of years ago and the need for further improvements has been noted. During the life of this program, a number of security enhancements have already been incorporated at various locations within the district and include upgrades to intrusion, CCTV & PA systems, installation of protective window film & window treatments as well as the installation of a district wide high security master key system.

All schools are outfitted with an after-hour intrusion detection system. As a continuation of the Enhancements to School Security program, the need for a twenty-four-hour exterior door monitoring system has become a priority. The installation of Two-Point WiFi door alarms to all exterior doors will act not only as an intrusion detection system after-hours, but extend that protection during the school day which will notify schools of ajar doors and students leaving the building unauthorized. The project will start with our elementary schools that serve students with the highest risk of leaving the building unattended and unauthorized.

The Board of Education Facilities Department feels that releasing the requirements through a public bid will expose security vulnerabilities at the 5 schools that require these door alarm updates as students are currently propping doors open, this solution will prevent their ability to do so. Proposals for security contractors to provide said upgrades were requested from LDI Connect and Integrated System Services, LLC. Site walkthroughs to outline the scope of work were conducted and after much delay, LDI Connect declined to bid as it was beyond their capabilities. Integrated Systems LLC has done similar work in the district and is proficient with the Verkada door monitoring solution that is required and is the reason we are seeking to use them as a single source provider.

These items/schools were approved at the August 8, 2023 Common Council meeting which included Fox Run, Marvin, Naramake Nathan Hale, NECC Ponus Roton Rowayton and West Rocks Schools. However, the approved amount of \$196,581.00 did not include the costs for Ponus, Roton, Rowayton, and West Rocks Schools. Therefore, a technical correction is required to increase the Purchase Order by the amount of \$148,897.25 to include the four missing schools.

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School	Material	Labor	Total
Ponus Ridge	\$ 37,089.75	\$ 5,297.50	\$ 42,387.25
Roton	\$ 35,024.00	\$ 4,890.00	\$ 39,914.00
Rowayton Elementary	\$ 26,937.50	\$ 4,482.50	\$ 31,420.00
West Rocks	\$ 30,693.50	\$ 4,482.50	\$ 35,176.00
	\$ 129,744.75	\$ 19,152.50	\$ 148,897.25

Additional amount needed to complete job
--

Funds are available to cover this expense across accounts
0921/23/24 5010 5777 C0537

ACTION REQUESTED:

Authorize the Technical Correction of Common Council action on August 8, 2023 Item VII. D. 3 to include the missing costs for Ponus, Roton, Rowayton and West Rocks Schools for an amount of \$148,897.25 in addition to the approved amount of \$196,581.00 for a revised total of \$345,478.25. The revised action shall be as follows:

“Authorize the Purchasing Agent to issue a purchase order to Integrated System Services, LLC. for the Enhancement to School Security – Access Control Improvements at Fox Run, Marvin, Naramake, Nathan Hale, NECC, Ponus, Roton, Rowayton, West Rocks Schools for a total not to exceed \$345,478.25. Account #0921/23/245010 5777 C0537”



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 9/26/23

DEPARTMENT: NPS-Facilities/Security

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☒	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☒	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
☐	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
☐	Other, please explain:

TOTAL COST: \$ 148,897.25 MUNIS Account: 617187
VENDOR: Integrated Systems Services LLC, d/b/a Tone Klear Sonics

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Sharon Conners Digitally signed by Sharon Conners Date: 2023.09.26 09:41:42 -04'00'	☒	Supports	 Department Head Name <u>9/26/2023</u> Date SANDRA FAIOES
	☐	Does Not Support	
	☐	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	

JUSTIFICATION:

Vendor has done similar work in the district and is proficient with the Verkada door monitoring solution required. Requesting use as single-source provider. Also, releasing the bid to the public will expose security vulnerabilities at the 5 schools (Ponus Ridge, Roton, Rowayton, West Rocks) that require these door alarm updates as students are currently propping doors open. These updates will prevent their ability to do so.

These items/schools were approved at the 8/2 land use meeting, but a mistake was made in tabulating the overall cost with these 4 schools not being included in the total. Funds are available in Accts #0921/23/24 5010-5777-C0537 and can be used to complete this final round of door monitoring upgrades across the district.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

QUOTATION

JOB *Ponus Ridge*
DATE *07/24/19*
CO
ATTN. *Ryan*
TEL
FAX

Qty	Item
	Provide and install wireless Verkada door monitoring solutions as required
	System shall provide 24 hour system supervision with SMS and Push notification as required
1	Verkada 3 year Alarm license
15	Verkada 3 year Wireless Alarm Hub license
42	Verkada BR13 wireless door contacts
15	Verkada wireless hub
15	Cat 5 drops as required
1	Labor and program
	65 Man hours @ 81.50
	Owner to provide necessary POE switch's ports as required
	Material \$ 37,089.75
	Labor \$ 5,297.50

\$42,387.25

Prices good for 30 days unless otherwise noted
Installation labor is not included unless otherwise specified
Only items listed on quotation are included in proposal

- | | |
|-------------------------------------|--|
| ☒ | This proposal is as specified |
| ☐ | This proposal is based on what we consider to be an appropriate equivalent |

QUOTATION

JOB *Roton*
DATE *07/22/23*
CO
ATTN. *Ryan*
TEL
FAX _____

Qty	Item
	Provide and install wireless Verkada door monitoring solutions as required
	System shall provide 24 hour system supervision with SMS and Push notification as required
1	Verkada 3 year Alarm license
14	Verkada 3 year Wireless Alarm Hub license
40	Verkada BR13 wireless door contacts
14	Verkada wireless hub
14	Cat 5 drops as required
1	Labor and program 60 man hours@ \$81.50 Owner to provide necessary POE switch's ports as required
	Material \$ 35,024.00
	Labor \$ 4,890.00

\$39,914.00

Prices good for 30 days unless otherwise noted
Installation labor is not included unless otherwise specified
Only items listed on quotation are included in proposal

- | | |
|-------------------------------------|--|
| ☒ | This proposal is as specified |
| ☐ | This proposal is based on what we consider to be an appropriate equivalent |

QUOTATION

JOB *Rowayton*
DATE *07/24/23*
CO
ATTN. *Ryan*
TEL
FAX

Qty	Item
	Provide and install wireless Verkada door monitoring solutions as required
	System shall provide 24 hour system supervision with SMS and Push notification as required
1	Verkada 3 year Alarm license
10	Verkada 3 year Wireless Alarm Hub license
30	Verkada BR13 wireless door contacts
10	Verkada wireless hub
10	Cat 5 drops as required
1	Labor and program 55 man hours @ 81.50
	Owner to provide necessary POE switch's ports as required
	Material \$ 26,937.50
	Labor \$ 4,482.50

TOTAL	\$31,420.00
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NOTES:
Prices good for 30 days unless otherwise noted
Installation labor is not included unless otherwise specified
Only items listed on quotation are included in proposal

Only items listed on quotation are included in proposal

- | | |
|-------------------------------------|--|
| ☒ | This proposal is as specified |
| ☐ | This proposal is based on what we consider to be an appropriate equivalent |

QUOTATION

JOB *West Rocks*
DATE *07/24/23*
CO
ATTN. *Ryan*
TEL
FAX _____

Qty	Item
	Provide and install wireless Verkada door monitoring solutions as required
	System shall provide 24 hour system supervision with SMS and Push notification as required
1	Verkada 3 year Alarm license
12	Verkada 3 year Wireless Alarm Hub license
33	Verkada BR13 wireless door contacts
12	Verkada wireless hub
12	Cat 5 drops as required
1	Labor and program
	55 man hours @ 81.50
	Owner to provide necessary POE switch's ports as required
	Material \$ 30,693.50
	Labor \$ 4,482.50

\$35,176.00

Prices good for 30 days unless otherwise noted
Installation labor is not included unless otherwise specified
Only items listed on quotation are included in proposal

- | | |
|-------------------------------------|--|
| ☒ | This proposal is as specified |
| ☐ | This proposal is based on what we consider to be an appropriate equivalent |



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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER

RE : NORWALK HIGH SCHOOL –
 RE-ESTABLISH PROPERTY LINES

DATE: SEPTEMBER 28, 2023

As part of the new Norwalk High School project, our surveyor determined that the existing property lines between Naramake School and Norwalk High School are not in the proper locations. This condition does not have any impact on the schools except with the current Norwalk High School project, the State reimbursement funding is available specifically for improvements within Norwalk High School property and zoning setback needs to be referenced against Norwalk High School property line.

Attached is a site plan showing the current property lines and a separate site plan showing the proposed property lines. The new property lines will properly delineate the two schools' utilization requirements and corresponding zoning setbacks. The new survey map will be filed with Planning and Zoning Department as well as in Land Records. In order to change the property lines, the Mayor will need to execute the attached Boundary Line Agreement in order to effectuate the adjustment of the property lines between the two schools.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute the Boundary Line Agreement and all other documents necessary to effectuate the adjustment of the property lines between Norwalk High School and Naramake School.

KAESTLE BOOS
associates, inc

418 Swiss Road, New Britain, CT 06053
Phone: 860-224-0331 Fax: 860-224-0333
Additional offices located in Massachusetts and Rhode Island
Email: kling@e-architects.com Web: www.e-architects.com



PROGRESS PRINT
07/28/2023

DATE	ISSUE DATE	DESCRIPTION
July 26, 2023		DRAWINGS ISSUED FOR 90% CONSTRUCTION DOCUMENT

DISCOUNT NOW

FOR ABBREVIATIONS, SYMBOL LEGENDS,

KEY PLAN

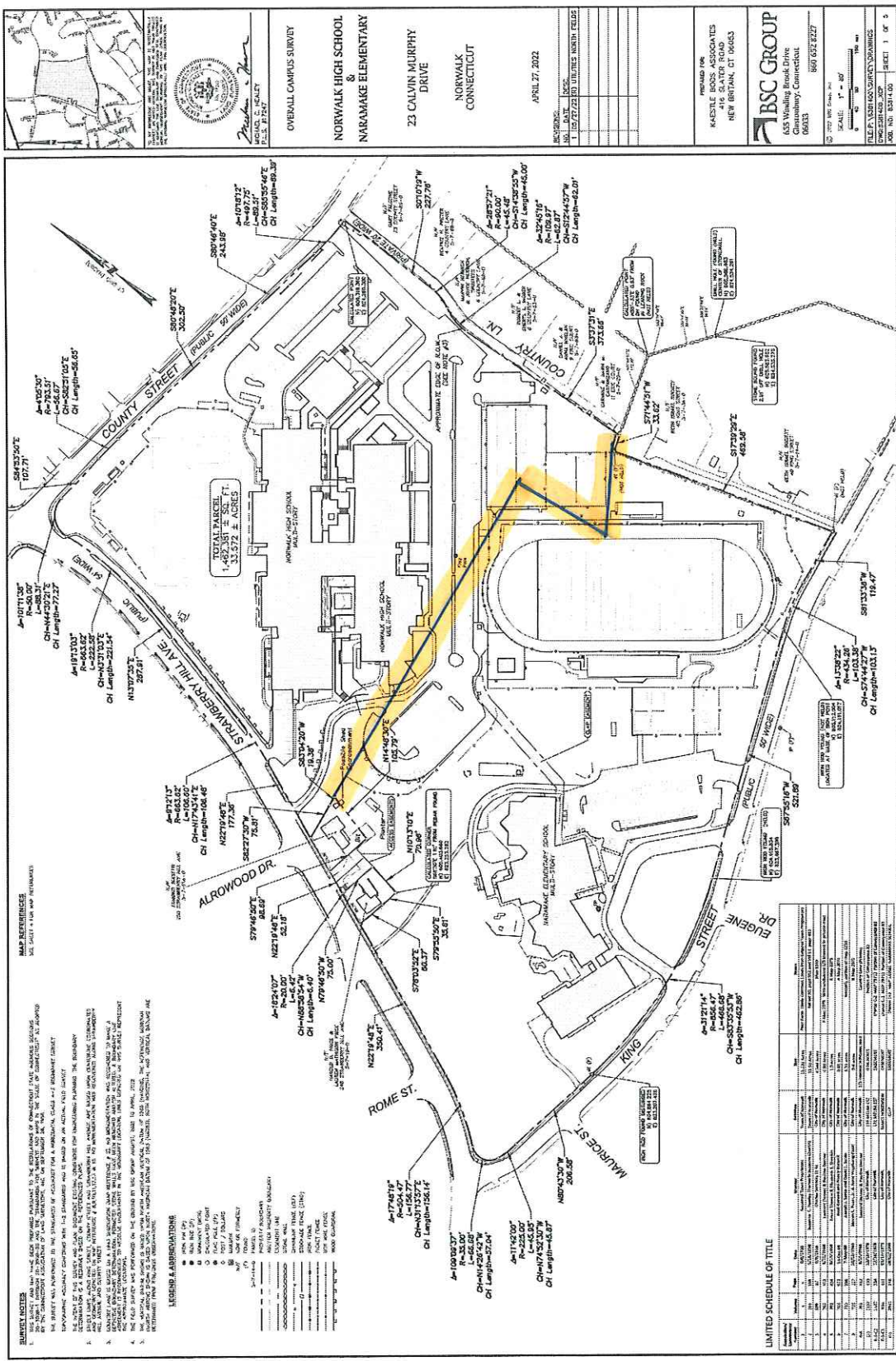


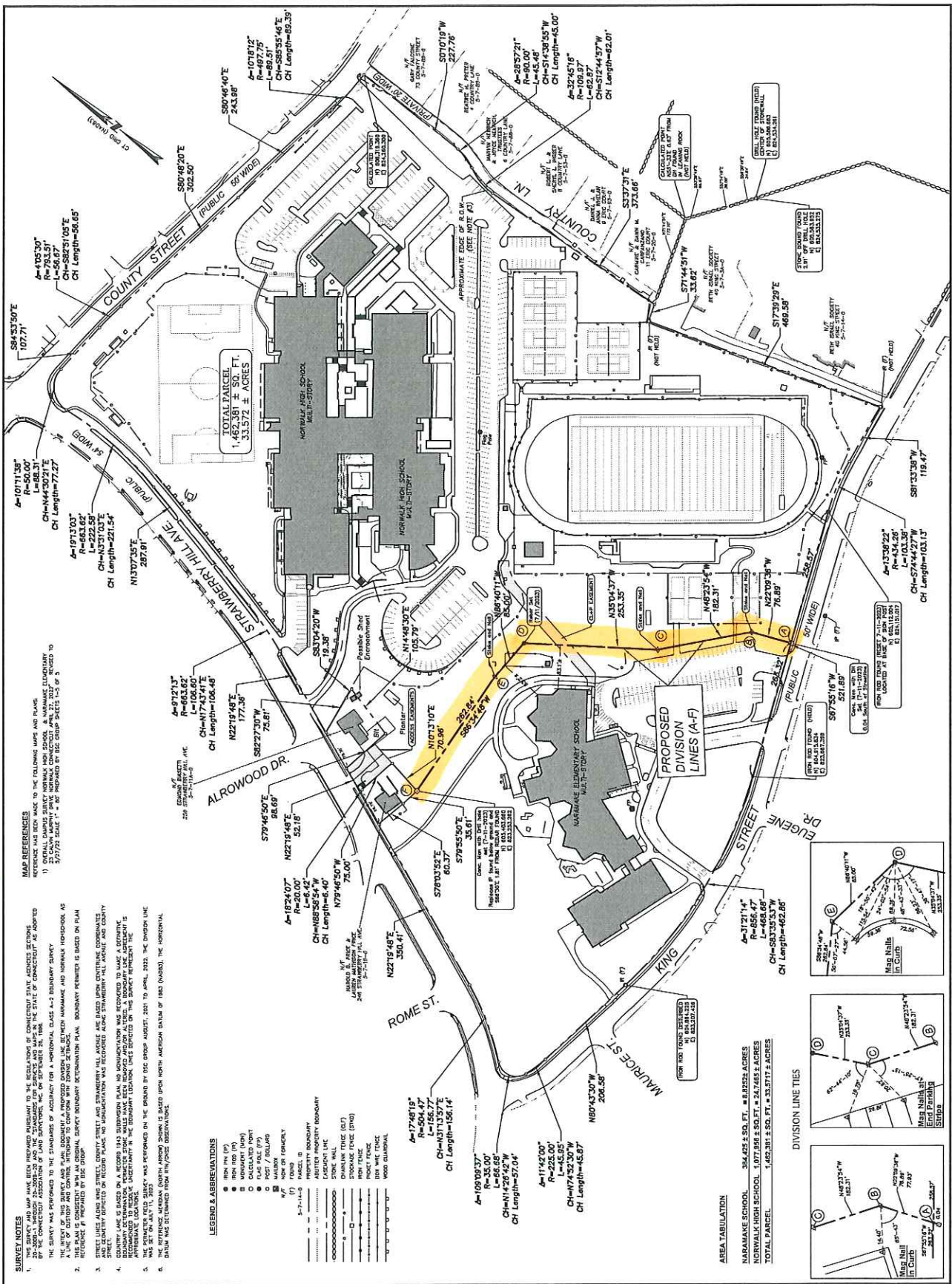
**NORWALK HIGH
SCHOOL & P-TECH
NORWALK CAMPUS**
23 CALVIN MURPHY DRIVE
NORWALK, CT 06851

PROJECT NO.: 21011.01
DRAWN BY: BSA

**OVERALL
CAMPUS
SURVEY**

DRAWING NO.: **SS1.00**



[illegible]

BOUNDARY LINE AGREEMENT

WHEREAS, the **CITY OF NORWALK**, a municipal corporation located in the County of Fairfield and State of Connecticut hereinafter referred to as (the City) is the owner of contiguous parcels of land containing 33.572 acres of land more or less used educational purposes and consisting of the Norwalk High School and the Naramake Elementary School which are located northerly of King Street Easterly of Strawberry Hill Avenue and Southerly of County Street in the City of Norwalk; and

WHEREAS, the City is planning to raze the existing Norwalk High School building and construct a new Norwalk High School in a southerly location east of the Naramake Elementary School.

WHEREAS, it has been decided by the City's Planning and Zoning Commission to require a formal division line between the Naramake Elementary School and the proposed Norwalk High School in conformance with zoning regulations to establish a division of the property.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City of Norwalk agrees as follows:

1. The proposed division line is now depicted on a map or plan entitled, "SURVEY PLAN PROPOSED DIVISION BETWEEN **NORWALK HIGH SCHOOL & NARAMAKE ELEMENTARY** 23 CALVIN MURPHY DRIVE NORWALK CONNECTICUT JULY 18, 2023" scale 1" = 80' sheet 1 of 1 Prepared by BSC Group 655 Winding Brook Drive Glastonbury, Connecticut on file in the office of the Town Clerk of the City of Norwalk as Map No. ____ (the "Map").
2. The proposed division line was staked in the field on July 11, 2023 and designated as Lines (A-F) on said plan which hereby establishes the division line between the schools as bounded as follows:

Beginning at point A located in the northerly streetline of King Street, said point bears N 67°55'16"E a distance of 263.32' from an iron rod found marking the point of curvature in said streetline, said point A is located N 22°09'36" W a distance of 0.04' from a concrete monument with a drill hole set just south of said streetline; thence running N 22°09'36" W a distance of 76.89' to a stake and nail designated as **B** on said plan; thence running N 48°23'54" W a distance of 182.31' to a stake and nail designated as **C** on said plan; thence running N 35° 04'37" W a distance of 253.35' to a rebar set designated as **D** on said plan; thence running N 86°40'11" W a distance of 85.00' to a stake and nail designated as **E** on said plan; thence running S 86°34'48" W a distance of 262.84' to a monument designated as **F** on said plan, said monument marks the

southeasterly corner of land now or formerly owned by Harold D. price and Lauren Mathison Price located at 246 Strawberry Hill Avenue.

3. Naramake Elementary School shall be located on the lands southerly and westerly of said division line containing approximately 8.8252 acres of land and Norwalk High School shall be located on the lands northerly and easterly of the division line containing 24.7465 acres more or less.
4. The provisions contained herein shall run with the land and the terms of this Agreement shall be binding on the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this Boundary Line Agreement this ____ day of _____, 2023.

Witness:

CITY OF NORWALK

Print name:

Harry W. Rilling

Print name:

STATE OF CONNECTICUT)

ss. _____, 2023

COUNTY OF FAIRFIELD)

Personally appeared **Harry W. Rilling**, who acknowledged himself to be the Mayor of the City of Norwalk, and that he as the Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Norwalk, by himself as Mayor, before me.

Notary Public

Commission Expires: _____



3

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 LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER *AL*

RE: ROOSEVELT CENTER PARTIAL ROOF REPLACEMENT

DATE: SEPTEMBER 25, 2023

Roosevelt Center on Allen Road is home to Norwalk Senior Center, Board of Education's Norwalk Early Childhood Center (NECC) and Recreation and Parks' recreation facilities. The building has about 6 to 7 roofs and these roofs were replaced at different times. The portion of roof above Classroom A/B and Gym Areas was replaced over 30 years ago and is beyond its life. We are currently experiencing various leaks in the main gymnasium and temporary patching is no longer a cost effective mean to prolong the life of the roof.

On 8/17/2023, Purchasing Department received 9 bids with Silktown Roofing Inc. being the apparent low bidder.

FIRM	BID AMOUNT INCL. ALT. 30 YEAR WARRANTY
Silktown Roofing Inc.	\$370,700.00
Macri Roofing Inc.	\$403,780.90
Greenwood Industries Inc.	\$404,000.00
The Imperial Company, Restoration Contractor Inc.	\$429,700.00
Aarmor-Tite Construction Corp.	\$437,000.00
Young Developer LLC	\$495,000.00
Gold Seal Roofing LLC.	\$548,000.00
J. Antonelli Roofing	\$612,150.00
Barrett Inc.	No Bid

As part of the bid, an alternate bid was requested for 30 year roofing manufacturer warranty. Building Management is recommending the acceptance of Silktown's bid of \$370,700 to include an upcharge of \$13,700 for 30 year warranty. Silktown is one of the largest and recognized roofing contractors in the state. They have successfully completed various projects for the City in past years.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Silktown Roofing Inc, for the partial roof replacement at Roosevelt Center for a total not to exceed \$370,700.00. Account # 09247100 5777 C0683.
- b. Authorize Building Management to execute change orders on Contract for a total not to exceed \$37,070.00. Acct. # 09247100 5777 C0683.



09/12/2023

NORWALK PURCHASING DEPARTMENT

RESPONSE SUMMARY - PROJECT #4309

Partial Roof Replacement Norwalk Senior Center

Thank you for your response to our Bid. The following pages are a summary of the responses received.

BID SECURITY	VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMISSION	BID AMOUNT 20Y warranty	BID AMOUNT Alternate 30 year W
YES	ARMOR-TITE CONSTR CORP	YES	YES	\$419,000.00	\$437,000.00
YES	BARRETT INC	YES	YES	\$414,000.00	
YES	GOLD SEAL ROOFING LLC	YES	YES	\$398,000.00	\$548,000.00
YES	GREENWOOD INDUSTRIES INC	YES	YES	\$388,000.00	\$404,000.00
YES	J. ANTONELLI ROOOFING	YES	YES	\$591,480.00	\$612,150.00
YES	MACRI ROOFING INC	YES	YES	\$384,930.43	\$403,780.90
YES	SILKTOWN ROOFING INC	YES	YES	\$357,000.00	\$370,700.00

*Non-conforming bid: did not submit a Bid Security and/or did not submit the other required forms and/or submission requirements

NORWALK PURCHASING DEPARTMENT

BID SECURITY	VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMISSION	BID AMOUNT 20Y warranty	BID AMOUNT Alternate 30 year W
YES	THE IMPERIAL COMPANY, RESTORATION CONTRACTOR INC	YES	YES	\$405,100.00	\$429,700.00
YES	YOUNG DEVELOPERS LLC	YES	YES	\$473,000.00	\$495,000.00

*Non-conforming bid: did not submit a Bid Security and/or did not submit the other required forms and/or submission requirements



CITY OF NORWALK
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TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER 

RE: MAIN LIBRARY SECURITY MONITORING AND SERVICE

DATE: SEPTEMBER 25, 2023

The City recently bid and issued a Purchase Order to Security Solutions Incorporated for the replacement of the Main Library security system. The current security system at the library is made up of a couple generations of equipment, dating back to the 1980's. We were looking to install panic buttons, but the current security system is not expandable.

With the installation of the new security system, we will upgrade the communications of the system via a cellular network. This system will be monitored by Security Solutions Incorporated at an annual cost of \$600 for monitoring and \$390.00 for the service plan.

Typically for service contracts, the City would issue a Purchase Order to secure the service. However, since there are some risk and liability associated with security monitoring, the security company is requiring a contract which would require the Mayor's signature. Law Department will be responsible for the review and the establishment of the detailed legal terms of the agreement.

Funds are available in Building Management's operating budget account.

FIRM	BASE AMOUNT
Security Solutions Inc.	\$990.00/year

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute a three year agreement with one – two year renewal option with Security Solutions Incorporated to provide security monitoring services for the Belden Main Library for a total not to exceed \$990.00 per year (annual increases no more than 3% per year). Funds are available from operating account # 016210 5296



CITY OF NORWALK
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125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO : LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER 

RE : PUBLIC WORKS CENTER – FUEL ISLAND
IMPROVEMENT PROJECT

DATE: SEPTEMBER 28, 2023 (*Amended October 4, 2023 in Italic*)

Public Works Center located at 15 South Smith Street is DPW's vehicles and equipment operation center. Located on the property is the City's fuel dispensing equipment consists of three 5,000 gallon fuel tanks and a dispensing station with two gasoline pumps and two diesel pumps. In 2018, the three fuel tanks were replaced and we are proceeding with phase two of this project which includes the improvement of the existing fuel pump island. The fuel pumps were installed in 1998. This project consists of repairs to the canopy and the installation of new fuel pumps. The two diesel pumps are broken and not serviceable at this time.

On August 30, 2023, the City's Purchasing Department solicited bids for this project. The City received one (1) bid as follows:

FIRM	TOTAL LUMP SUM BID
ETT Environmental Services Inc.	\$423,000 <i>See attached</i>

After reviewing the submission, the *Department of Public Works* would like to recommend the award of this project to EET Environmental Services Inc. as the lowest responsible bidder.

Please note that repairs of the existing canopy and replacement of fuel pumps do not trigger the requirements for the installation of a new fire suppression system. *However, since this is a significant long term improvement project, it is essential that we include the fire suppression*

system at this time. There is currently approximately \$390,000 in the Capital Budget account #09247100 5777 C0119 for this project. DPW has since identified additional funds in account #014045-5462 to supplement the budget to include the fire suppression system.

Additionally, due to potential of presence of hazardous material, the need to provide below grade structure support and the need to provide additional conduits for future security and equipment management needs, we are recommending a contingency of 20% in order to provide a greater ability to address conditions during construction.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with ETT Environmental Services Inc., for DPW Center - Fuel Island Improvement Project for a total not to exceed \$423,000.00. Acct. #09247100 5777 C0119 and #014045-5462**
- b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$84,600.00. Acct. #09247100 5777 C0119 and #014045-5462**

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 RESPONSE FORM

Vendor Name - ETT Environmental Services Inc		
Address - 92 Ingham Hill Road, Unit #4, Old Saybrook, CT 06475		
Phone - 860-424-6671	Fax - 860-388-1489	Email - sales@Ett-tech.com
Manager - Elliot		Fed ID# 20-0261590

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.

1. The following unit prices shall apply to this project

A	Fuel Island Upgrade	\$ 323,040
B	Canopy Restoration	\$ 22,960
C	New Suppression System	\$ 77,000
D	Total Lump Sum (A thru C)	\$ 423,000

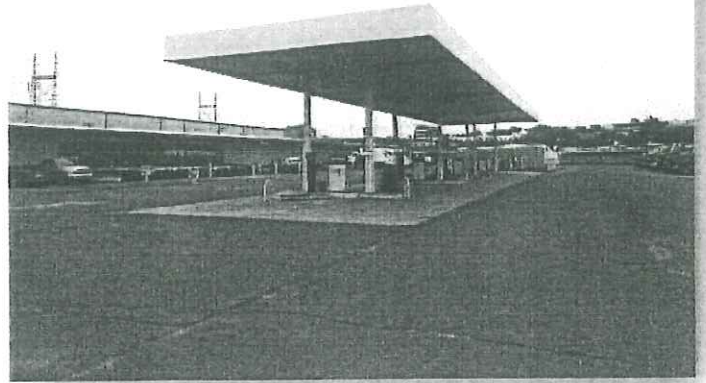
E	Soil Sampling Analysis	\$ 5,000.00
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F	Contaminated Ground Water Removal and Disposal (if required)	\$ 2.75 /gallon
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August 22, 2023

Mr. Fred G. Bretherton
Assistant Property Manager, Engineering Division
City of Norwalk
Guardian Services Industries, Inc.
email: fbretherton@norwalkct.gov

Re: Norwalk DPW Fuel Station Canopy
15 S Smith Street, Norwalk, CT 06855



Mr. Bretherton,

As requested, I have conducted site visits to the referenced project on July 19th and August 2nd of 2023. The purpose of my visit was to review the general condition of the canopy structure to determine if the canopy can be repaired/restored or if it should be replaced.

PROJECT BACKGROUND

The referenced project is an existing fueling station canopy located on the west side of South Smith Street in Norwalk, CT. The canopy measures about 4500 square feet according to the original drawings (136-foot long x 33-foot wide) and is used to provide weather protection over four fueling stations. The canopy structure consists of a structural steel frame supporting galvalume type panels that function as both the roof and ceiling of the canopy. The galvalume canopy panels are attached to the bottom flange of structural steel beams with zinc plated deck clips (see photo 8). The structural steel frame is exposed to weather and concealed from view by a perimeter parapet (see photo 7). The canopy structure is supported by pile foundations and the overall height of the canopy is approximately 16-foot clear.

OBSERVATIONS

My observations are briefly described below. However, please note that my observations were limited to a visual review of exposed construction. Not all existing conditions and as-built construction can be understood without destroying otherwise adequate or serviceable portions of the structure. Please note that we have not conducted any material testing.

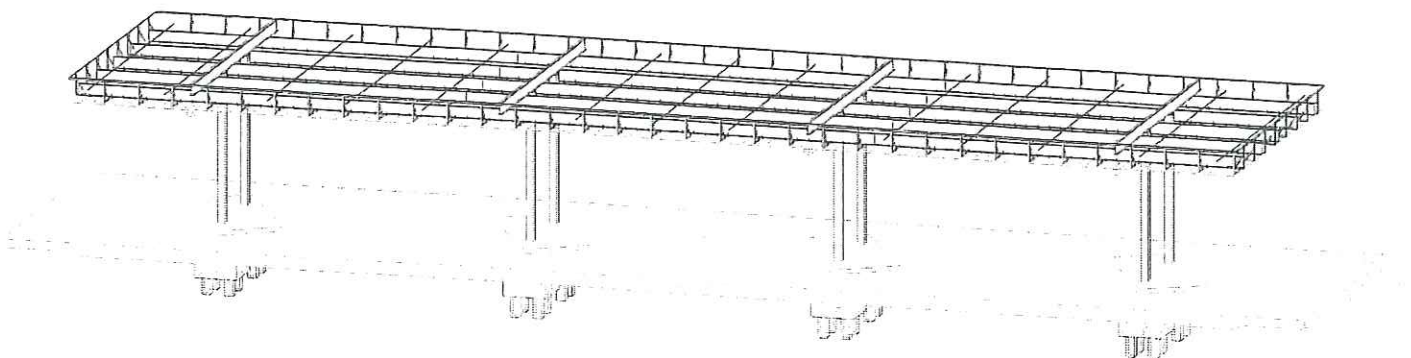
I walked the exterior of the canopy from both finished grade as well as on top of the canopy. In general, the canopy structure is in generally good condition. The concrete paving below the canopy has settled quite a bit since it was first installed and is assumed not to be pile supported. The concrete islands at each fueling station were installed over the pile caps supporting the canopy structure and have not settled with the surrounding concrete paving as a result. Large gaps can be seen between the bottom of the concrete islands and concrete paving (see photo 3).

The structural steel frame does exhibit surface corrosion that is not considered significant (see photos 5, 6, & 7). The connections between steel framing members consist of both welds and bolts. The welded connections should be reviewed subsequent to any prep work for painting is completed but based on our review, the surface corrosion does not look significant. Bolted connections exhibit a bit more corrosion and we are recommending they be replaced (see conclusions below).

The canopy panels capture rain and snow melt and drain to a perimeter built-in gutter system located on the southern and northern edges of the canopy. These gutters are concealed by the parapet. The gutter is tied into drain channels that direct the collected water back to the support columns where a 3-inch PVC drain leader can be seen within the column (see photo 4). These channels are made of galvalume or similar material like the canopy panels and simply screw fastened to the underside of the canopy panels. It is unknown how these channels tie into the 3-inch PVC drain located inside the 10-inch x 10-inch steel columns, but this connection should be exposed as it likely needs to be repaired / restored.

We looked into a small access panel in the side wall of the 10-inch x 10-inch tube steel column and corrosion of the inside face is exhibited. It should be noted that we could not see the base of the tube steel columns. Often times when there is water present due to a poor drainage connection and/or condensation, this collects at the bottom of hollow structural shapes like tube steels and cause corrosion. Therefore, the base of the canopy support columns needs to be exposed and reviewed for excessive corrosion. If excessive corrosion exists, the column will require reinforcing. We anticipate this will be required for this project.

The parapet framing consists of galvanized angle assemblies spaced at 48-inches on-center around the perimeter. The angle framing is anchored to the canopy panels and does not exhibit distress. The parapet framing is connected together with self-drilling TEK screws (see photo 7).



CONCLUSIONS

Based on the above, it is my engineering opinion that the existing canopy can be restored and does not require replacement. The recommended restoration work includes the following:

- Clean the gutter system and verify that drain leaders work and are not clogged.
- Disconnect electrical and fire protection systems.

- Remove the fuel pumps and demo the concrete islands to expose the base of the structural tube steel support columns for review. If excessive corrosion is present, columns will require reinforcing.
- Remove drain channels fastened to underside of canopy panels and ensure that the 3-inch PVC leaders are collecting all of the water from the channels that collect water from the gutters so the water isn't being collected by the tube steel support column.
- Reinstall drain channels and seal screw fasteners.
- Clean surface rust from structural steel and prep for paint.
- Replace rusted bolts within bolted connections between beams and columns one for one using ASTM A325 high strength bolts. It is assumed that all bolts are ¾-inch diameter.
- Replace corroded deck clips connecting canopy panels to structural steel.
- Reinforce parapet connections by adding #12 TEK screws to parapet framing connecting framing members and parapet to canopy panels one for one. Existing TEK screws can remain.
- Paint steel framing with rust inhibitive paint.
- Seal joint between canopy panels and support columns as well as any screw connectors between drain channels and canopy panels to prevent leaks through canopy.
- Coat base of support columns that will be concealed by concrete islands with coal tar epoxy.
- Replace concrete paving and islands.
- Install new lighting, electrical, fire protection systems, etc.

It should be noted that there is a possibility of additional corrosion being identified during the restoration process. If additional corrosion or distress is detected, please request clarification before proceeding with the work.

The alternative to the above restoration work is a full replacement of the canopy structure. However, exercising proper care with the restoration effort will extend the life span of the canopy for several more years.

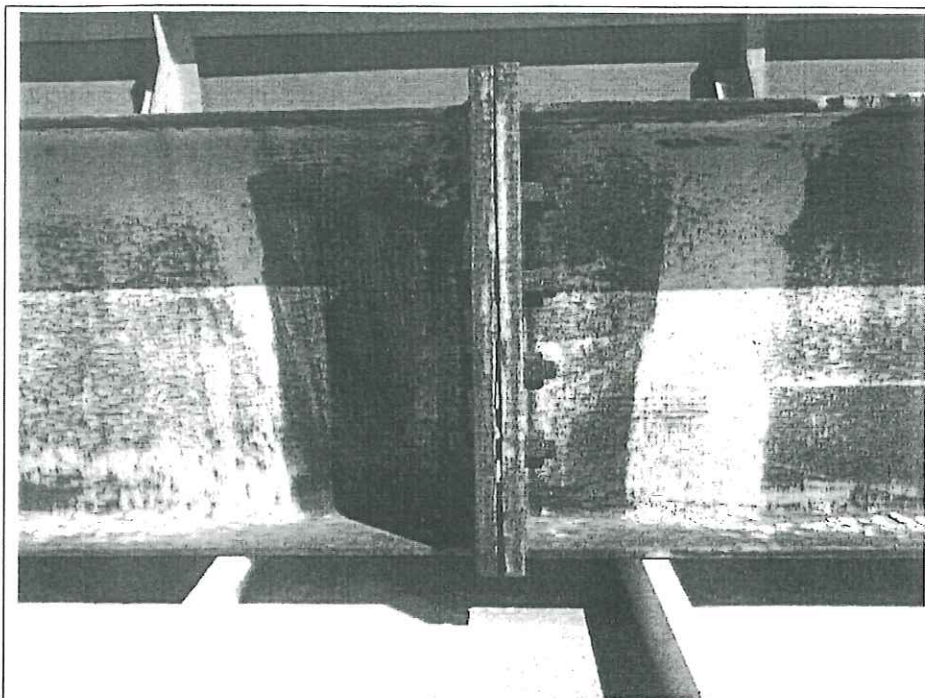


Photo 9: Beam splice exhibiting slight separation at bottom.

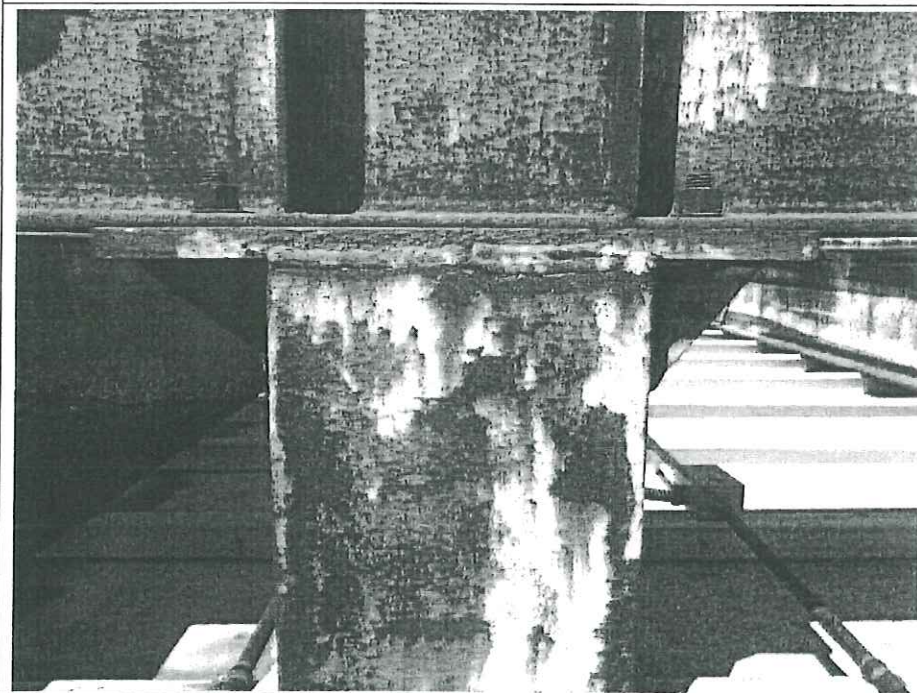


Photo 10: Top of support column.

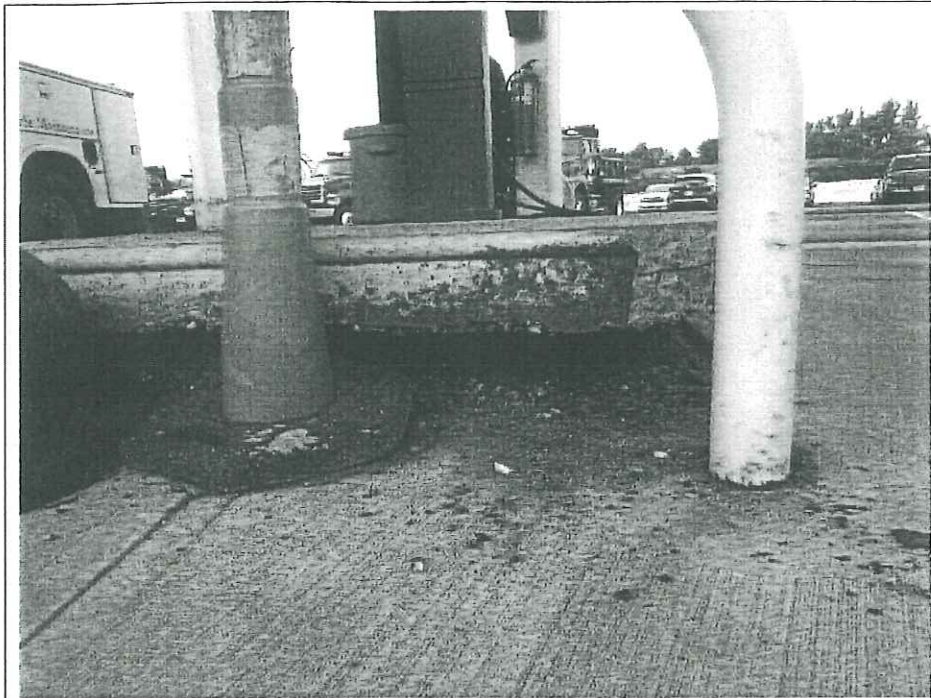


Photo 3: Differential settlement between fuel pump island and concrete paving.

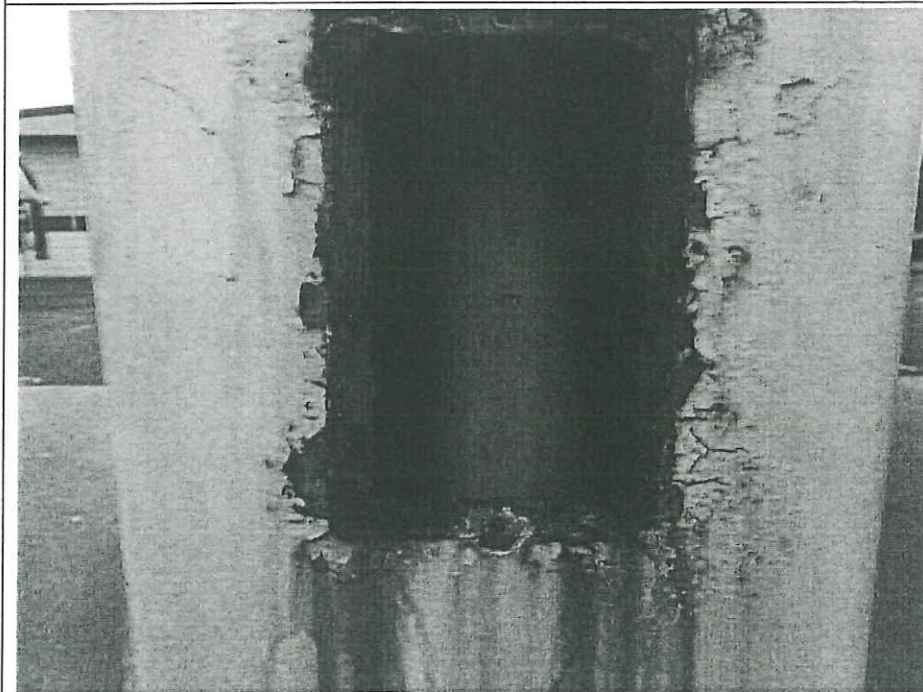


Photo 4: 3-inch PVC drain leader within steel support column.



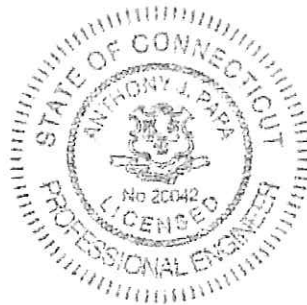
Photo 11: Canopy panels cut and sealed around support columns.

We trust this meets your needs at this time. We reserve the right to amend and/or supplement this report if additional information and/or evidence becomes available. Should you have any questions, or wish to discuss any item in greater detail, please feel free to contact me (860.522.3970).

Very truly yours,
PVE, LLC

A handwritten signature in black ink, appearing to read 'Anthony J. Papa'.

Anthony J. Papa, PE
Regional Director



Attachments: Sketches