

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

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: September 12, 2017
September 26, 2017

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: Lee H. Levey, Zoning Board of Appeals, Alternate

APPOINTMENTS: Lee H. Levey, Zoning Board of Appeals, Regular

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement all programs through the FY2017 Edward Byrne Memorial Justice Assistance Grant pursuant to such funding.

B. PLANNING COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to sign the Mayoral Certification for the PY42 CAPER.
- 1b. Approve the advancement of the PY42 CAPER to HUD.
- 2a. Approve Planning and Zoning's request to execute separate Master Services Agreements with WSP Brinckerhoff and John P. Thompson for on call professional consulting services.
- 2b. Authorize the Mayor Rilling, Harry W. Rilling, to execute the contracts.

C. PERSONNEL COMMITTEE

1. Approve tentative agreement between City and Fire Union, IAFF Local 830. (EXECUTIVE SESSION)

D. PUBLIC WORKS COMMITTEE

1. A Resolution for the Norwalk River Valley Multi-Purpose Trail – Phase 2; Union Park to New Canaan Avenue:

WHEREAS, the City of Norwalk has published a news release, mailed a copy of the news release to required officials and agencies, and mailed a preliminary notification letter to abutting property and business owners, announcing a proposed transportation project known as State Project 102-350 Norwalk River Valley Multi-purpose Trail – Phase 2; and

WHEREAS, a public comment period was given from September 20, 2017 to October 3, 2017 which allowed interested parties to voice their concerns; and

WHEREAS, the construction phase will be funded utilizing 80% Federal funds and 20% Municipal funds; and

WHEREAS, WestCOG has selected this project as a regional priority and to utilize federal funds for construction activities; and

WHEREAS, the Mayor has considered the concerns of the residents from the public comment period and finds that the proposed Norwalk River Valley Multi-purpose Trail is in the best interest of the City of Norwalk, and will promote the health, safety, and general welfare of its residents and provide for the convenience and safety of the traveling public; and

WHEREAS, the City of Norwalk based on the above information, and by virtue of this resolution, hereby fully supports the proposed State Project 102-350 Norwalk River Valley Multi-purpose Trail – Phase 2; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Norwalk hereby supports the STP Urban Transportation Project titled State Project 102-350 Norwalk River Valley Multi-purpose Trail – Phase 2 and hereby commits to funding the municipal share and proceeding with final design.

Account No. 09-16-4021-5777-C0407\$286,500
09-17-4021-5777-C0407\$300,000

2. Authorize the Purchasing Agent to issue a Sole Source Purchase Order to Cargill for Treated Road Salt for Snow and Ice Control, pricing not to exceed \$81.82 per ton for normal and after-hour deliveries effective for the 2017-2018 winter season.

Account No. 01 40 25 5322

3. Authorize the Purchasing Agent to issue a Purchase Order to Gabrielli Truck Sales of Milford, for the purchase of two (2) 2019 Mack GU713 Plow Trucks for a sum not to exceed \$446,546.00.

Account No. 09 18 4031 5777 C0313

4. Technical Correction of Common Council Action of February 14, 2017, Item VII.D.3 to add SoNo Collection Project and account number 010000 2365:

Authorize the Mayor, Harry W. Rilling, to execute an Agreement with CDM Smith Inc. for Construction Management and Construction Engineering & Inspection Services pertaining to the Raymond & Day Streets Project and the SoNo Collection Project for a sum not to exceed \$744,320.00.

Account No. 09 16 0910 5777 C0560
010000 2365

E. ORDINANCE COMMITTEE

1. Approve resolution for name change from The Norwalk Shorehaven Special Services Taxing District to The Canfield Island Special Services Taxing District.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

ZONING BOARD OF APPEALS

M/C

NWLK CODE 116

LEE LEVEY (D)

100 Comstock Hill Avenue
Norwalk, CT 06850

Term Expires 11/1/2021
Regular

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EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER
PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE
SUBJECT TO THE AVAILABILITY OF FUNDS.**

CALL TO ORDER

Mayor Rilling called the meeting to order at 7:30 p.m. and led the assembly with the pledge of allegiance.

City Clerk King read the notice that this meeting is being video taped and audio recorded for public broadcast, and assisted listening devices are available.

I. ROLL CALL

City Clerk King called the roll. The following Council Members were present:

Council at Large:	Mr. Richard Bonenfant	Mr. Douglas Hempstead
	Mr. Michael Corsello	
	Mr. Bruce Kimmel	
District A:	Ms. Eloisa Melendez	Mr. Steve Serasis
District B:	Ms. Phaedrel Bowman (7:55 p.m.)	
District C:	Mr. John Kydes	Ms. Michelle Maggio
District D:	Ms. Shannon O'Toole-Giandurco	
District E:	Mr. John Igneri, Council President	Mr. Thomas Livingston

Mayor Harry Rilling; Attorney Mario Coppola, Corporation Counsel; Donna King, City Clerk;
13 present. Absent Travis Simms, Michael DePalma

II. ACCEPTANCE OF MINUTES - Regular Meeting – August 8, 2017

- ** MR. LIVINGSTON MOVED TO APPROVE THE MINUTES FROM THE
MEETING OF AUGUST 8, 2017 AS SUBMITTED.**
- ** THE MOTION PASSED WITH EIGHT VOTES IN FAVOR, NONE OPPOSED,
FOUR ABSTENTIONS (KIMMEL, HEMPSTEAD, SERASIS, LIVINGSTON)**

PUBLIC PARTICIPATION

1. John Flynn (no address or affiliation given) spoke about letters of investigation. Mayor Rilling noted that rules of public participation are that comments must pertain to an agenda item and asked him to refrain from commenting.
2. Dick Brescia, Parking Authority spoke in support of the Eric Rains appointment and noted that he is well experienced and would be an asset to the Authority.

Mayor Rilling asked if there was anyone who wished to speak and hearing none, closed the public participation portion of the meeting at 7:45 p.m.

RESIGNATIONS:

Mayor Rilling read the following resignations:
Nabil Valencia, Fair Rent Commission
Jose Cebrian, Harbor Management

APPOINTMENTS:

Mayor Rilling read the following appointments:

Nancy Rosett, Bike Walk Commission
Peter Eugene Libre, Bike Walk Commission
Michael Heslin, Bike Walk Commission
Peter Franz, Bike Walk Commission
Kevin Kane, Bike Walk Commission
Judson R, Aley, Bike Walk Commission
Colin J, Grotheer, Bike Walk Commission
John Crespo, Harbor Management
C. Eric Rains, Parking Authority
Michael G Mushak, Planning Commission

**** MR.IGNERI MOVED THE APPOINTMENTS TO THE BIKE WALK
COMMISSION AS ONE MOTION.**

Mr. Kimmel spoke in support of the appointments and noted that the Bike Walk Task Force was a very effective group and he supports the change in status to have them as a permanent Commission.

**Nancy Rosett, Bike Walk Commission – Term to Expire: 06/30/2018
Peter Eugene Libre, Bike Walk Commission - Term to Expire: 06/30/2018
Michael Heslin, Bike Walk Commission - Term to Expire: 06/30/2019
Peter Franz, Bike Walk Commission - Term to Expire: 06/30/2019
Kevin Kane, Bike Walk Commission Term to Expire: 06/30/2019
Judson R, Aley, Bike Walk Commission - Term to Expire: 06/30/2020
Colin J, Grotheer, Bike Walk Commission - Term to Expire: 06/30/2020**

**** MOTION PASSED UNANIMOUSLY.**

(Ms. Bowman entered the meeting at 7:55 p.m.)

APPOINTMENTS – continued

- ** MR. KYDES MOVED THE APPOINTMENT OF JOHN CRESPO TO THE HARBOR MANAGEMENT COMMISSION WITH A TERM TO EXPIRE 12/31/2017.**
- ** MOTION PASSED UNANIMOUSLY.**
- ** MR. HEMPSTEAD MOVED THE APPOINTMENT OF C. ERIC RAINS TO THE PARKING AUTHORITY WITH A TERM TO EXPIRE 03/31/2018.**
- ** MOTION PASSED UNANIMOUSLY.**
- ** MR. IGNERI MOVED THE APPOINTMENT OF MICHAEL MUSHAK TO THE PLANNING COMMISSION WITH A TERM TO EXPIRE 07/01/2018.**

Mr. Kimmel spoke in support of Mr. Mushak and his ongoing involvement and dedication with the Bike/Walk Task Force and his capacity to absorb a great amount of detail on projects and the complex issues that are involved on Zoning and Land Use. Mr. Livingston, Mr. Ignéri, and Mr. Serasis gave comments of acknowledgement of Mr. Mushak's accomplishments for the City and echoed the comments of support.

- ** MOTION PASSED UNANIMOUSLY.**

REAPPOINTMENTS:

Timothy J. Buzzee, Human Relations Commission
Rahoul Dupervil, Human Relations Commission
Carol Gavrielidis, Human Relations Commission
Yvonne Rodriguez, Human Relations Commission
Mary Geake, Fair Rent Commission
Brenda Penn-Williams, Fair Rent Commission
Sonja Oliver, Fair Rent Commission

- ** MR.SACHINELLI MOVED THE FOLLOWING REAPPOINTMENTS TO THE HUMAN RELATIONS COMMISSION:**
- TIMOTHY J. BUZZEE– TERM TO EXPIRE 09/01/2020**
RAHOUL DUPERVIL– TERM TO EXPIRE 09/01/2020
CAROL GAVRIELIDIS– TERM TO EXPIRE 09/01/2020
YVONNE RODRIGUEZ – TERM TO EXPIRE 09/01/2020
- ** MOTION PASSED UNANIMOUSLY.**

- ** MR. CORSELLO MOVED THE FOLLOWING REAPPOINTMENTS TO THE FAIR RENT COMMISSION**
- MARY GEAKE – TERM TO EXPIRE 07/01/2020**
BRENDA PENN-WILLIAMS - TERM TO EXPIRE 07/01/2020

SONJA OLIVER - TERM TO EXPIRE 07/01/2020
**** MOTION PASSED UNANIMOUSLY.**

Mayor Rilling thanked all of the individuals for their willingness to serve and their positive contributions. The appointees and reappointed members in attendance were sworn in by City Clerk King and acknowledged by the assembly.

MAYOR:

Mayor Rilling announced that the Benefit Concert for Houston will be held on Wednesday, September 13 at Calf Pasture Beach, and Police and Firefighters will be on hand to solicit donations. He added that residents that want to donate should be cautious to use a legal charity and to be careful not to use a scam organization where proceeds would not go directly to the desired benefit. He reminded us that storm and emergency preparedness information is on the City website for all residents.

Mayor Rilling noted that the 911 commemorative service was held at City Hall yesterday and he thanked those in attendance.

Upcoming Events:

September 16, the Nathan Hale Sports Complex will be dedicated to Judge Callahan.
September 17, the Norwalk Preservation Trust will have 'Over Here', a program that features a bus tour and WWI information.

Following the announcements, Ms. Bowman asked to include the following:

On September 16, there is SoNo Community Day from 2:00 p.m. – 6:00 p.m. at Springwood Park that will feature a memorial tribute to the local recording artist who passed away suddenly, John Dolo Ragin, owner of SoNo Entertainment and Recording.

Council President

Mr. Igneri asked Ms. Melendez to read and present the Consent Calendar.

CONSENT CALENDAR

**** MS. MELENDEZ MOVED THE CONSENT CALENDAR AS PRESENTED WITH ITEMS AS FOLLOWS:**

VI. A.1 A2, A4; VII.B1, B2; VII. C.1, C2a, C2b.

**** MOTION PASSED UNANIMOUSLY.**

Items on the Consent Calendar are in bold as follows:

REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A, CORPORATION COUNSEL

1. Authorization for Discussion: Daniel Light ppa Jennette Davila v, City of Norwalk
2. Authorization to Settle Claim Patrice Gillotti v, City of Norwalk
- 4a Authorization to Settle Claim between the City of Norwalk v. Ann Phillips,
- 4b. Authorization for Mayor Harry Rilling to Execute Release in the matter of
City of Norwalk v. Ann Phillips.

VII. COMMON COUNCIL COMMITTEES

B. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the License Agreement with Marinellos Pizzeria LLC for the City Hall Coffee Shop Concession in order to assign the Agreement to Rolling Dough Express, LLC.
2. Authorize the Purchasing Agent to issue a Purchase Order to New England Energy Controls for the installation of controls for the new fan coil units at the Norwalk Museum for a total not to exceed \$52,690.00. Funds are available from Account No. 0914 7100 5777 C0325 and 0916 7100 5777 C0325.

C. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute a Supplemental Agreement between the City of Norwalk and AECOM (formerly URS Corporation), for extra professional engineering design services required during construction, for the Rehabilitation of the Perry Avenue Bridge over the Norwalk River Project, ConnDOT Project No. 102-319, for an amount not to exceed \$78,500.00.
(Funding 80% Federal, 20% City). Account No: 09 17 4021 5777 C0392
09 18 4021 5777 C0392
09 16 4021 5799 C0392

C2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with A.M. Rizzo Electrical Contractors, Inc. for Project TRF 2017-1 Traffic Signal Improvements at Various Locations, for a sum not to exceed \$1,124,150.31.
Account No: 09 03 4120 5777 C023; 09 04 4120 5777 C0232

09 05 4021 5777 C0232
09 08 4021 5777 C0232
09 09 4021 5777 C0232
09 12 4021 5777 C0232
09 13 4021 5777 C0232
09 14 4021 5777 C0232
09 16 4021 5777 C0232

Consent Calendar – continued

C2b. Authorize the Director of Public Works to execute orders on the Contract with A.M. Rizzo Electrical Contractors, Inc. for Project TRF 2017-1 Traffic Signal Improvements at Various Locations, for a sum not to exceed \$112,415.03.

**Account No: 09 03 4120 5777 C0232
09 04 4120 5777 C0232
09 5 4021 5777 C0232
09 08 4021 5777 C0232
09 09 4021 5777 C0232
09 12 4021 5777 C0232
09 13 4021 5777 C0232
09 14 4021 5777 C0232
09 16 4021 5777 C0232**

**** MOTION TO APPROVE THE CONSENT CALENDAR PASSED UNANIMOUSLY.**

**** MR. SERASIS MOVED FOR A SUSPENSION OF THE RULES TO ADD THE FOLLOWING ITEM TO THE AGENDA:**

VII C. RECREATION, PARKS & CULTURAL AFFAIRS COMMITTEE

1. Authorize the Purchasing Agent to issue a purchase order to Probuilt Designs LLC for the installation of playground equipment at Marvin Elementary School (Project for a sum not to exceed \$28,746.00. Account 0918-6030-5777-C0364.

**** MOTION PASSED UNANIMOUSLY**

The following items were deliberated at the meeting:

COMMON COUNCIL COMMITTEES

A. HEALTH, WELFARE, PUBLIC SAFETY COMMITTEE

1. Authorize the purchasing agent to execute a purchase order, on behalf of the Norwalk Police Department, to MHQ, the low bidder, for the purchase of eight 2018 Ford Utility Interceptors, for the amount not to exceed \$240,000. Account No. 013053-5731.

Ms. Bowman asked Lt. Lepore to come forward to answer questions on the item.

**** MS. BOWMAN MOVED TO AUTHORIZE THE PURCHASING AGENT TO EXECUTE A PURCHASE ORDER, ON BEHALF OF THE NORWALK POLICE DEPARTMENT, TO MHO, THE LOW BIDDER, FOR THE PURCHASE OF EIGHT 2018 FORD UTILITY INTERCEPTORS, FOR THE AMOUNT NOT TO EXCEED \$240,000. ACCOUNT NO. 013053-5731.**

**** THE MOTION PASSED UNANIMOUSLY.**

A. HEALTH, WELFARE, PUBLIC SAFETY COMMITTEE -- continued

2. Authorize the purchasing agent to execute a purchase order, on behalf of the Norwalk Police Department, to Fleet Auto Supply, the low bidder, for the up-fit (emergency Lighting/prisoner/graphics) for 8 - 2018 Police Utility Interceptors, for the amount not to exceed \$105,000. Account No. 013053-5731.

**** MS. BOWMAN MOVED THE ITEM
** THE MOTION PASSED UNANIMOUSLY.**

**** MS. BOWMAN MOVED THE ITEM FOR DISCUSSION AND APPROVAL.**

3. Authorize the purchasing agent to execute a purchase order, on behalf of the Norwalk Police Department, to Motorola, the state contract holder (A-99-01), for the mobile radios for eight 2018 Ford Utility Police Interceptors, for the amount not to exceed \$40,000. Account No. 013053-5731.

**** THE MOTION PASSED UNANIMOUSLY.**

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

Mr. Livingston read the item and moved for discussion.

3a. Authorize the Mayor, Harry W. Rilling, to execute a 25 year Lease agreement with 332 Wilson Avenue, LLC, with the City acting as joint tenant with the Norwalk Board of Education, for property located at 332-334 Wilson Avenue to be used as the school bus depot for Norwalk Public Schools. Lease payments to be made from the Board of Education operating budget, Account No. 16127001-749-61.

3b. Authorize the Mayor, Harry W. Rilling to execute a sublease agreement, with the Norwalk Board of Education as joint sub-landlord, and First Student, Inc. as subtenant for the property located at 332-334 Wilson Avenue to be used in connection with its contract for student bus transportation services. Term of the sublease will be commensurate with the term of the services contract for student transportation services.

Norwalk Public Schools Chief Financial Officer Tom Hamilton came forward to field questions and comments. He explained that firms do not bid on the bus contract because of the needed to store the buses, and this would represent significant savings in transportation expense.

Ms. Bowman questioned why a 25-year lease, and Assistant Corporation Counsel Diane Beltz-Jacobson came forward to field questions on the year options and the process that went through the Legal Department. Mr. Hamilton said the lease would save the district \$56,860 in its first year, and over the course of 20 years could save \$7.5 million.

There was discussion and exchange of comments from Council members.

Ms. Bowman held up a map to show that the bus depot is across the street from the proposed school at the Nathaniel Ely site, and explained there would be school buses and parents coming in and out along with other issues of site location, elimination of the industrial barrier for her neighborhood and environmental concerns. She added that to sign a lease for 25 years does not seem reasonable in the scheme of things, we have seen, especially with the Board of Education, savings disappear and move. Twenty-five years is a long time when you are proposing traffic changes to this same direct neighborhood.

Mr. Corseillo asked if the lease would allow the installation of charging stations in the future; and Mr. Bonenfant noted agreement to that great point, as no one knows what kind of transportation systems may develop.

Mr. Hamilton further outlined that the tenant would pay the brunt of the expense for charging stations, explaining as part of the discussion that only one other property owner had offered a potential bus yard. After further questions and commentary, Attorney Coppola said this may be the most negotiated lease in the history of the city of Norwalk, with an incredible amount of redrafts and countless hours logged by the Legal Department. He added that the protections for the city were hard fought on our end, there was a lot of work by consultants and Seligson spent a significant amount of money, we are very proud in terms of the negotiation.

Ms. Bowman added that insisting on putting a school where we have to take two contractor yards by eminent domain, which are properties that are probably contaminated across street from school yard, is hard to understand what it is going on with South Norwalk being disrespected.

**** Ms. Melendez requested a recess. The meeting was recessed at 9:10 p.m. and was reconvened at 9:25 p.m.**

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE – continued

Following the recess, Mr. Livingston asked Mr. Seligson to come forward. He asked if he would agree to allow the city to use the property for another use under the 25-year lease. Mr. Seligson said yes; Mr. Livingston asked about charging stations and Mr. Seligson replied that whatever the state of the art or technology modification can be accommodated.

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

Authorize the Legal Department to modify the School Bus Depot Lease agreement to include a Change of Use addendum and the condition to provide charging stations or operational modifications if required.

**** THE AMENDMENT PASSED WITH TWELVE VOTES IN FAVOR, ONE OPPOSED (BOWMAN) AND NO ABSTENTIONS.**

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE – continued

**** MR. LIVINGSTON MOVED TO APPROVE THE ITEM AS AMENDED.
** THE MOTION PASSED WITH EIGHT VOTES IN FAVOR (KIMMEL, KYDES,
MELENDEZ, SACCHINELLI, IGNERI, O'TOOLE-GIANDURCO,
LIVINGSTON, HEMPSTEAD) , THREE OPPOSED (BOWMAN, BONENFANT,
MAGGIO) AND TWO ABSTENTIONS (SERASIS, CORSELLO)**

4a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Perkins Eastman Architects, DPC to provide architectural design services for the Ponus Ridge School Improvements Project for a total not to exceed of \$2,290,522.00.

Acct. No. 09185010 5777 C0608.

4b. Authorize to establish a contingency for additional services as may be required for a total not to exceed \$40,000.

Mr. Livingston read the item and moved for discussion.

Mr. Kimmel explained that this is technically not a bid, but is a proposed set of fees--an exercise in arithmetic on the part of the firm. He outlined that you can take the lowest bid when you are paving roads but building a school is a qualitatively different endeavor, with factors to include references, ability to work with parent groups and others, imagination and experience with complex projects, he said.

Ms. Bowman spoke on the problem with hiring Perkins Eastman Architects to design the addition to Ponus Ridge Middle School and JCJ Architecture to design the Nathaniel Ely school is that Silver Petrucelli & Associates, the firm that did the study that led to the plan for new schools, was the low bidder. The following council members spoke in agreement with this and echoed those comments: Bonenfant, Hempstead, Maggio, Serasis.

Mr. Livingston had said that the firms who were selected are within the budget, and Mr. Kimmel noted that the money has already been approved and put into context that we are talking about \$1.5 million vs. \$1.2 million for a \$40 million project.

Mr. Hempstead asked questions on the bid process and why there was no comparative chart of how the bidders were evaluated and ranked. Attorney Coppola said it wouldn't be good practice to discuss the issues about the bidders in public. Mr. Hempstead asked if whatever needed to be kept private was known before the request for proposals was put out.

Facilities Manager Alan Lo came forward and explained that they didn't have a reason to disqualify Silver Petrucelli, that during interview process, we found elements from the other proposals and the representation and the quality, that the committee felt that they recommended the other firm first instead of Silver Petrucelli.

Mr. Livingston added that as a result in view of the overall presentations, they were different presentations, different strengths and weaknesses

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE – continued

Mr. Kimmel further explained that there were 10 criteria, that it's not easy to deal with the reimbursement levels when you are building a new school on the one hand and right next to it a renovation or an addition--you've got to know a lot of stuff about how to deal with the state, and you answer all of those questions during the interview. He outlined that it's not the same as paving a road or buying a new police car... they shared their ideas, their imagination, how they handled certain problems in the past. We listened to all of them, none of them were bad, some of them were great.

**** MR. SERASIS MADE A MOTION TO ENTER INTO EXECUTIVE SESSION**

There was discussion on having an Executive Session to discuss the confidential elements of the bid evaluation process. Mr. Kimmel called for a point of order that an Executive Session could not be held without advance notice on the agenda.

Attorney Coppola explained that an Executive Session could be held but it was not good practice to hold an such a private session without proper notification. He suggested that the item could be put on the next agenda with an Executive Session notice.

**** Mr. Scrasis withdrew his motion for an Executive Session.**

Ms. Maggio noted that she would not be approving the item due to a lack of sufficient information, and she questioned the process of why a lack of information that only the committee had privy.

Mr. Hempstead added that he is more upset more than anything by the process or lack of. Ms. Maggio asked if there is a reason why we couldn't have reviewed the criteria and that it's not fair to anybody who wasn't on the committee or didn't have a discussion with somebody who was on the committee as this is a huge vote and is a lot of money... in a time where we don't have any money at all, where Hartford is telling us that we are not going to get this (funding)... I feel like this is a little slap in the face, that we have to vote on something that we have no idea what we are voting on.

Ms. Bowman added her objections, calling the South Norwalk school idea wrong because the plan is to build on Springwood Park, which is historic and protected by the National Park Service.

**** Mr. Hempstead made a motion to table the item until the next meeting.**

Mr. Hempstead asked Mr. Lo if the item was time sensitive and what the implication would be to the project.

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE – continued

Mr. Lo outlined that a one month delay in architect approval and planning could result in a six month delay in the construction timetable. He explained that there are logistics that are inter-related and coincide in the planning and construction nature of a school project that affect in the complex timetable.

**** Mr. Hempstead made a motion to table the item until the next meeting for more information and inclusion of a score sheet and bidder ratings for the architect's presentation. .**

Mayor Rilling noted that a motion to table was not debatable and called for a roll call vote on the motion to table.

**** THE MOTON FAILED WITH SIX VOTES IN FAVOR (BOWMAN, BONENFANT, MAGGIO, SERASIS, O'TOOLE-GIANDURCO, HEMPSTEAD), SEVEN OPPOSED (CORSELLO, KIMMEL, KYDES, LIVINGSTON, MELENDEZ, SACCHINELLI, IGNERI) AND NO ABSTENTIONS.**

**** Mr. Kimmel requested a second recess. The meeting was recessed at 10:20 p.m. and was reconvened back into session at 10:30 p.m.**

Following the recess there was further discussion. Mr. Hempstead noted that he would not be approving the item due to a lack of sufficient information.

Mayor Rilling called for a roll call vote on the motion to approve.

**** MR. LIVINGSTON MOVED TO APPROVE THE ITEM AS PRESENTED.**

**** THE MOTON PASSED WITH SEVEN VOTES IN FAVOR (CORSELLO, KIMMEL, KYDES, MELENDEZ, SACCHINELLI, IGNERI, LIVINGSTON) SIX OPPOSED (BOWMAN, BONENFANT, MAGGIO, O'TOOLE-GIANDURCO, HEMPSTEAD, SERASIS) AND NO ABSTENTIONS.**

Mr. Livingston moved the following items for discussion together as one:

5a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with JCJ Architecture, PC to provide architectural design services (Tasks A, B, F, G, H, & I) for the new South Norwalk School at Ely Site for a total not to exceed of \$850,000.
Account No. 09185010 5777 C0607.

5b. Authorize to establish a contingency for additional services as may be required for a total not to exceed \$40,000.

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE -- continued

Ms. Bowman spoke on the same problem with hiring Perkins Eastman Architects to design the Nathaniel Ely school and went on to outline the problems with the location and the entire process. She explained that she has to answer to her constituents that are dissatisfied with the lack of cooperation with the Board of Education and the City planners that continue to disrespect needs of South Norwalk residents.

There was further discussion. Mr. Hempstead noted that he would not be approving the item due to a lack of sufficient back up information and had the same concerns as the previous item with the absence of a score sheet filled out with bidder rankings and rationale.

Mayor Rilling called for a roll call vote on the motion to approve.

**** MR. LIVINGSTON MOVED TO APPROVE THE ITEM AS PRESENTED.
** THE MOTION PASSED WITH SEVEN VOTES IN FAVOR (CORSELLO, KIMMEL, KYDES, MELENDEZ, SACCHINELLI,IGNERI, LIVINGSTON) SIX OPPOSED (BOWMAN, BONENFANT, MAGGIO, O'TOOLE-GIANDURCO, HEMPSTEAD, SERASIS) AND NO ABSTENTIONS.**

E. PUBLIC WORKS COMMITTEE

3. Authorize the Mayor, Harry W. Rilling, to execute an Amendment with The Grasso Companies, LLC for Project PM 2017-1, Pavement Management Program, for a sum not to exceed \$1,000,000.00; subject to the same terms and conditions as award contract PM2017-Account No: 09 18 4021 5777 C0021

Mr. Igneri presented the item and moved it for discussion.

Mr. Chimento came forward to field questions and comments.

**** MR. IGNERI MOVED TO APPROVE THE ITEM AS PRESENTED.
** MOTION TO APPROVE PASSED WITH EIGHT VOTES IN FAVOR, (BOWMAN, CORSELLO, KIMMEL, KYDES, MELENDEZ, SACCHINELLI, IGNERI, LIVINGSTON) FIVE OPPOSED (BONENFANT, MAGGIO, O'TOOLE-GIANDURCO, HEMPSTEAD, SERASIS) AND NO ABSTENTIONS.**

VII C. RECREATION, PARKS & CULTURAL AFFAIRS COMMITTEE

1. Authorize the Purchasing Agent to issue a purchase order to Probuilt Designs LLC for the installation of playground equipment at Marvin Elementary School Project for a sum not to exceed \$28,746.00. Account O918-6030-5777-C0364.

**** MR. SERASIS MOVED TO APPROVE THE ITEM AS PRESENTED.
** MOTION PASSED UNANIMOUSLY**

- ** MR.IGNERI MOVED TO ENTER INTO EXECUTIVE SESSION FOR PURPOSES OF DISCUSSION AND POSSIBLE ACTION OF CORPORATION COUNSEL ITEM VI A. 3:
Authorization to Settle Claims (Global Settlement): Jennifer Sullivan,
ppa Amy Sullivan v. City of Norwalk, et al
** MOTION PASSED UNANIMOUSLY.**

The meeting went into Exccutive Session at 10:45 p.m. with members in attendance as listed on page one (with the exception of City Clerk King).

The meeting was reconvened into Public Session at 11:08 p.m. There were no votes or actions taken.

- ** MR.IGNERI MOVED TO AUTHORIZE CORPORATION COUNSEL TO SETTLE CLAIMS (GLOBAL SETTLEMENT): JENNIFER SULLIVAN, PPA AMY SULLIVAN V. CITY OF NORWALK, ET AL
** MOTION PASSED WITH ELEVEN VOTES IN FAVOR, TWO OPPOSED (CORSELLO, HEMPSTEAD) AND NO ABSTENTIONS.**

IX. MOTIONS POSTPONED TO A SPECIFIC DATE - none

X. SUSPENSION OF RULES

1. Addition to the agenda of Item VII. D 1. Recreation, Parks, Cultural Affairs.

XI. ADJOURNMENT

- ** MR.IGNERI MOVED TO ADJOURN.
** MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 11:10 p.m.

Respectfully submitted,

M. Knox; Telesco Secretarial Services

ATTEST _____
Donna King, City Clerk Date:

**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.**

CALL TO ORDER

Mayor Rilling called the meeting to order at 7:30 p.m., led the assembly with the pledge of allegiance, and asked all to remain standing. Mayor Rilling asked for a moment of silence for those that have experienced loss with the devastation in Puerto Rico due to the hurricanes and the earthquake in Mexico.

City Clerk King read the notice that this meeting is being video taped and audio recorded for public broadcast, and assisted listening devices are available.

I. ROLL CALL

City Clerk King called the roll. The following Council Members were present:

Council at Large:	Mr. Richard Bonenfant	Mr. Douglas Hempstead
	Mr. Michael Corsello	
	Mr. Bruce Kimmel	
District A:	Ms. Eloisa Melendez	Mr. Steve Serasis
District B:	Ms. Phaedrel Bowman	Mr. Travis Simms (7:40 p.m.)
District C:	Mr. John Kydes	
District D:	Ms. Shannon O'Toole-Giandurco	
District E:	Mr. John Ignéri, Council President;	Mr. Thomas Livingston

Mayor Harry Rilling; Attorney Mario Coppola, Corporation Counsel; Donna King, City Clerk; The meeting began with 12 present. Absent: Michelle Maggio, Michael DePalma, Travis Simms (Mr. Simms entered the meeting at 7:40 p.m.)

II. ACCEPTANCE OF MINUTES - Regular Meeting – September 12, 2017

**** Mr. Serasis moved the minutes for discussion.**

The following corrections were noted:

Mr. Serasis noted:

Page 10: Paragraph 2: Add: Mr. Serasis moved to enter into Executive Session.

Paragraph 4: Add: Mr. Serasis withdrew his motion.

Mr. Bonenfant noted the following:

Page 12: The second motion vote should specific names of who was in favor and opposed.

Mr. Kydes noted:

Page 1: Delete the sentence under Public Participation, as City Clerk King did not read rules.

Mayor Rilling noted to change George Flynn to John.

- ** MR. HEMPSTEAD MOVED TO TABLE THE MINUTES FROM THE MEETING OF SEPTEMBER 12, 2017 PENDING CORRECTIONS AS ABOVE NOTED.**
**** THE MOTION PASSED UNANIMOUSLY.**

Mayor Rilling asked the secretary to submit corrected minutes.

PUBLIC PARTICIPATION

City Clerk King announced that there were no names on the sign up sheet.

Mayor Rilling asked if there was anyone who wished to speak and one individual came forward.

Mr. John Flynn spoke and Mayor Rilling asked if he was speaking on an agenda item. Mr. Flynn said he did not have the agenda, and the item that should be on agenda is resignation of Mayor Rilling. Mayor Rilling asked Mr. Flynn to comply with the rules of public comments.

Mayor Rilling closed the public participation portion of the meeting at 7:40 p.m.

RESIGNATIONS: None

APPOINTMENTS: None

REAPPOINTMENTS: None

(Mr. Simms entered the meeting at 7:40 p.m.)

MAYOR:

Mayor Rilling asked for residents to consider donating to those that have had loss with the devastation in Puerto Rico due to the hurricanes and the earthquake in Mexico. He cautioned against scam organizations and fraudulent donation methods.

Mayor Rilling announced upcoming events:

Historic Society: Haunting at Mill Hill weekends in October

Opening Reception – Two Exhibitions: September 28, 6:00-7:30pm

New Deal, New Day: WPA Artists at Work and Play and

Destination Norwalk: 1940-1970 Historic Norwalk 1940-1970

The highest of Jewish holy days is Yom Kippur on September 30.

October 7: DPW Open House at Smith Street with Police Department, Fire Department & EMS Displays, activities and 'Touch a Truck'.

Ms. Melendez added that a donation drive has been started at the South Norwalk Community Center to collect water, toiletries, diapers, and bug spray for victims in Puerto Rico.

Mr. Hempstead noted the passing of Paul Saviano, a long-term active member of the Community and Norwalk Harbor volunteer and newly appointed Deputy Harbor Master.

Council President

Mr. Igneri asked Ms. O'Toole-Giandurco to present the Consent Calendar.

CONSENT CALENDAR

**** MS. O'TOOLE-GIANDURCO MOVED THE CONSENT CALENDAR AS PRESENTED WITH ITEMS AS FOLLOWS:**

VII.1a.1b. 2. 3a. 3b. 3c. 4. 5. 6. 7. 8. B1, B2; B3. B4. B5. B6. B7.

**** MOTION PASSED UNANIMOUSLY.**

Items on the Consent Calendar are in bold as follows:

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1a. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Rallye for Pancreatic Cancer, Inc. for the use of Calf Pasture for their annual Rallye for Pancreatic Cancer, to be held Sunday, April 22, 2018 from 9:00 AM - 3:00 PM with set up to begin at 7:00 AM with tear down no later than 6:00 PM. Rain date Saturday, April 29, 2018. Estimated attendance 450.

1b. Approve the use of the Show Mobile by the Rallye for Pancreatic Cancer, Inc, for their annual Rallye for Pancreatic Cancer to be held Sunday, April 22, 2018.

2. Approve the use of the Calf Pasture Beach by Mountain Workshop for a Team Building & Olympic Field Day to be held Tuesday, October 3, 2017 from 9:00 AM - 3:15 PM with setup at 7:00 AM. Estimated attendance 330.

3a Authorize the Mayor, Harry W. Rilling, to enter into an agreement with the Norwalk Hospital Foundation for their use of Calf Pasture Beach for a Sunset Run & Glow 'n Dark Walk to be held on Friday, May 4, 2018 from 7:00 PM -10:00 PM with set up at 5:00 AM and tear down no later than 11:00 PM. Estimated attendance 1,500.

3b. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with the Norwalk Hospital Foundation for their use of Calf Pasture Beach Taylor Farm for a WCC (Whittingham Cancer Center) 2018 Walk and Run to be held Saturday, May 5, 2018 from 5:00 AM - 10:00 PM. Estimated attendance 1,500.

3c. Approve the use of the Show Mobile by Norwalk Hospital Foundation for their events to be held Friday, May 4, 2018 and Saturday, May 5, 2018 from 5:00 AM on Friday, May 4, 2018 through 11:00 PM on Saturday, May 5, 2018.

Consent Calendar -- continued

4. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with the Human Services Council for their use of Taylor Farm for a “Kidszfest’ Touch ATruck and More” to be held on Saturday, October 21) 2017 from 10:00 AM 3:00 PM. Set up to begin at 12:00 Noon on Friday, October 20, 2017 with tear down no later than 4:00 PM on Saturday October 21,2017. Estimated attendance 500.

5. Authorize the Mayor) Harry W. Rilling, to enter into an agreement with the Silvermine PTO for the use of Silvermine School grounds for a Fall Festival to be held Saturday, October 21,2017 from 12:00 PM - 4:00 PM with set up beginning at 6:00 AM and tear down no later than 5:00 PM. Rain date Saturday, October 28, 2017. Estimated attendance 300.

6. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Wolfpit Elementary School for the use of Wolfpit Elementary School Grounds for a Pumpkin Festival to be held on Saturday, October 14, 2017 from 11 :00 AM - 5:00 PM with set up at 9:00 AM and tear down no later than 6:00 PM. Rain date of Sunday, October 15, 2017. Estimated attendance 500.

7. Authorize the Mayor, Harry W. Rilling, to apply and except funds for the Operation and Maintenance of a Land Based MSDF (Pumpout Station). The grant is in the amount of \$7,198.50 which is paying 75% of our operation in effect through December 31,2016.

8. Authorize the Mayor, Harry W. Rilling, to enter into a contract with Edgewise Energy dba Enerlogic LLC for Project #3693R Boiler Replacement at Gallaher Mansion for a sum not to exceed \$142,000.00. Account #0918-60305777- C0366.

B. FINANCE COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: August 10, 2017, September 13, 2017

2. For informational purposes only: Narrative on Tax Collections dated September 13, 2017.

3. For informational purposes only: Monthly Tax Collector's Report Dated: August 31, 2017

4. Authorize the Purchasing Agent to issue purchase orders to Total Communications, a sale source provider, for the supply, installation, training and maintenance to upgrade the existing Cisco VolP distributed telephone and voice mail system for all City Hall, 6 Fire locations, Police Department, DPW Garage, Health Department, Marine Base, Animal Control, Central Office, three high schools, four middle schools and Libraries (service for a total of 1600 Users) for an amount not to exceed \$152,491.00, accounts 09120600-5777-C0375 (42,210) ,09150600-5777C0375 (40,281) and 0918501 0-5777-C0112 (\$70,000 [BoE] (budgeted capital expense; no special appropriation required).

Consent Calendar -- continued

5. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Software License and Service Agreement between the City and Software Consulting Associates for the licensing and services of Municipity Permit System for Public Works for an amount not to exceed \$41,600.00, account 09180600-5777-C0375 (approved IT Capital project; no special appropriation required).

6. Authorize the Mayor, Harry W. Rilling, to execute a three (3) year agreement for mailroom services for City locations with Canon Solutions America, Inc. for a total amount not to exceed \$182,964.00.

7. Resolution amending the August 25, 2015, resolution which appropriated \$1 1200,000 for the payment of inverse condemnation settlement relating to the construction of a new Police Headquarters and authorizing the issuance of general obligation bonds of the city to meet said appropriation, to an amended appropriation of \$1 ,650,000 for the costs associated with the judgment and authorizing the issuance of general obligation bonds of the city to meet said amended appropriation.

**** MOTION TO APPROVE THE CONSENT CALENDAR PASSED UNANIMOUSLY.**

There were no action items deliberated other the items on consent.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE - none

XI. ADJOURNMENT

**** MS. MELENDEZ MOVED TO ADJOURN.**
**** MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 7:50 p.m.

Respectfully submitted,

M. Knox; Telesco Secretarial Services

ATTEST

Donna King, City Clerk Date:



LEE H. LEVEY AIA ARCHITECT
100 COMSTOCK HILL AVENUE
NORWALK, CT 06850

PROFESSIONAL PROFILE

EDUCATION

Pratt Institute, Bachelor of Architecture, 1976
Harvard University, Graduate School of Design,
Professional Development courses, 1986, 1987, 1997, 2001

EMPLOYMENT

Robert E Schwartz AIA Architects, Greenwich, CT
February, 1977 through September 1987. Senior
Staff Architect

Lee H. Levey AIA Architect LLC, Norwalk, CT
Firm established in October 1987.

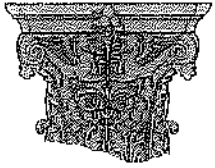
REGISTRATIONS

American Institute of Architects
State of Connecticut, License Number 6789
New Jersey Board of Architects
New York State Association of Architects
National Council of Architectural Registration Boards

PROJECT TYPES

Residential Renovation and Additions
Historic Preservation
Single Family Residences
Commercial Office Interiors and Facility Planning
Building Envelope Investigations
Expert Witness

A R C H I T E C T



COMMUNITY SERVICE

Norwalk Association of Silvermine Homeowners,
President, 1995-2003 and 2009-2011

Norwalk Preservation Trust, Board of Directors, Vice President 2011-2013

Norwalk Library, Board of Directors, 1999-2006

Norwalk Common Council, 2005

Norwalk Planning Commission, 2006-2008

PERSONAL INFORMATION

Born June 27, 1953, Cleveland, OH

Married to Mona B. Levey, 27 years

Norwalk resident 27 years in Silvermine



BJA FY 17 Edward Byrne Memorial Justice Assistance Grant
(JAG) Program - Local Solicitation 2017-02603-0001


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Application Handbook

Overview

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This handbook allows you to complete the application process for applying to the BJA FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. At the end of the application process you will have the opportunity to view and print the SF-424 form.

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[Project Information](#)

[Budget and Program Attachments](#)

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*Type of Submission	Application Non-Construction
*Type of Application	New If Revision, select appropriate option If Other, specify
*Is application subject to review by state executive order 12372 process?	N/A Program has not been selected by state for review

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BJA FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation 2017-412683-CJ-DJ


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*Is the applicant delinquent on any federal debt	No
*Employer Identification Number (EIN)	06-6011881
*Type of Applicant	Municipal
Type of Applicant (other):	
*Organizational Unit	Police Department
*Legal Name (Legal Jurisdiction Name)	City of Norwalk
*Vendor Address 1	One Monroe Street
Vendor Address 2	
*Vendor City	Norwalk
Vendor County/Parish	
*Vendor State	Connecticut
*Vendor ZIP	06854-3103
Point of Contact Information for matters involving this application	
Contact Prefix:	Other
Contact Prefix (Other):	Lieutenant
Contact First Name:	Bruce
Contact Middle Initial:	
Contact Last Name:	Hume
Contact Suffix:	
Contact Suffix (Other):	
Contact Title:	Grant Coordinator
Contact Address Line 1:	One Monroe Street
Contact Address Line 2:	
Contact City:	Norwalk
Contact State:	Connecticut
Contact Zip Code:	06854-3103
Contact Phone Number:	(203) 854-3007
Contact Fax Number:	(203) 854-9215



BJA FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation 2017-012603-0000

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Descriptive Title of Applicant's Project		
Police High Visibility and Selective Enforcement Patrol Project. Officers will be hired on an overtime basis for increased foot, bike and motor patrol in response to unanticipated and increased criminal activity. Officers will be hired to address criminal gang activity, with a focus on the illegal possession and use of firearms. For major events that draw large crowds to the officers will be hired for increased foot patrols to deter criminal activity (in addition to those paid by sponsors for on site patrols), such as the Norwalk Oyster Festival, fireworks, SONO Arts Festival, and Multicultural Festivals.		
Areas Affected by Project		
The Greater Norwalk Area, incorporating both urban and suburban neighborhoods, city parks and beaches.		
Proposed Project		
	*Start Date	October/ 01/ 2017
	*End Date	September/ 30/ 2021
*Congressional Districts of		
	Project	Congressional District 04, CT
*Estimated Funding		
Federal		\$35390.00
Applicant		\$0.00
State		\$0.00
Local		\$0.00
Other		\$0.00
Program Income		\$0.00
TOTAL		\$35390.00

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BJA FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation 2017-02693-CDDJ


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This page allows you to upload the Budget Detail Worksheet, Financial Management and System of Internal Controls Questionnaire (FCQ) form, Program Narrative, and other Program attachments. Click the attach button to continue.

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FCQ Attachment

In accordance with the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.205, Federal agencies must have in place a framework for evaluating the risks posed by applicants before they receive a Federal award. To facilitate part of this risk evaluation, all applicants are to download, complete, and submit the Financial Management and System of Internal Controls Questionnaire.

For your convenience your most recently submitted FCQ Form is attached below. Please review it for accuracy. If you need to make changes, please submit an updated FCQ form, that will replace your most recently submitted FCQ Form.

Most Recently Submitted FCQ form	
FinancialCapability.pdf	

Budget and other Program Attachments

Program Narrative FY 2017 JAG.pdf
Budget Detail Worksheet and Budget Narrative 2017.pdf
Abstract FY 2017 JAG.pdf

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BJA FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation 2017-12683-0100


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Assurances and Certifications

[Overview](#)

To the best of my knowledge and belief, all data in this application/preapplication is true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

[Applicant Information](#)
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Your typed name, in lieu of your signature represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the following:

[Budget and Program Attachments](#)

1. [Assurances](#)
2. [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace requirements.](#)

[Assurances and Certifications](#)
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If you are an applicant for any Violence Against Women grants, this includes the Certification of Compliance with the Statutory Eligibility Requirements of the Violence Against Women Act.

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*Prefix	The Honorable
Name Prefix:(Other)	
*First Name	Harry
Middle Initial (if any)	
*Last Name	Rilling
Suffix	
Name Suffix:(Other)	
*Title	Mayor
*Address Line 1	12700 Norwalk Boulevard
Address Line 2	
*City	Norwalk
County	
*State	Connecticut
*Zip Code	06854-3103
*Phone	203-854-7701 Ext :
Fax	203-854-7939
*E-mail	hrilling@norwalkct.org
☒ I have examined the information provided here regarding the signing authority and certify it is accurate. I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority of official, to provide the information requested throughout this application system on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.	



OMB APPROVAL NUMBER
1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

OFFICE OF JUSTICE PROGRAMS

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the Office of Justice Programs (OJP), U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any OJP decision to make an award to the Applicant based on its application.
- (2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by OJP based on the application--
 - a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- (4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by OJP based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--
 - a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
 - b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 815(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d(c)); section 1407(e) of the Victims of Crime Act of 1984 (42 U.S.C. § 10604(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (42 U.S.C. § 13925(b)(13)) also may apply;
 - c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
 - d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by OJP based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), and 46 (human subjects protection).

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS;
AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

(d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(e) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.



BJA FY 17 Edward Byrne Memorial Justice Assistance Grant
(JAG) Program - Local Solicitation 2017-0263-01-01


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APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED August 22, 2017	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION		
Legal Name City of Norwalk		Organizational Unit Police Department
Address One Monroe Street Norwalk, Connecticut 06854-3103		Name and telephone number of the person to be contacted on matters involving this application Hume, Bruce (203) 854-3007
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 06-6011881		7. TYPE OF APPLICANT Municipal
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance
		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Police High Visibility and Selective Enforcement Patrol Project. Officers will be hired on an overtime basis for increased foot, bike and motor patrol in response to unanticipated and increased criminal activity. Officers will be hired to address criminal gang activity, with a focus on the illegal possession and use of firearms. For major events that draw large crowds to the officers will be hired for increased foot patrols to deter criminal activity (In addition to those paid by sponsors for on site patrols), such as the Norwalk Oyster Festival, fireworks, SONO Arts Festival, and Multicultural Festivals.
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA: Edward Byrne Memorial Justice Assistance TITLE: Grant Program		
12. AREAS AFFECTED BY PROJECT The Greater Norwalk Area, incorporating both urban and suburban neighborhoods, city parks and beaches.		
13. PROPOSED PROJECT Start Date: October 01, 2017 End Date: September 30, 2021		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project CT04
15. ESTIMATED FUNDING Federal \$35,390 Applicant \$0		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? Program has not been selected by state for review

BJA FY 17 Edward Byrne Memorial Justice Assistance Grant
(JAG) Program - Local Solicitation 2017-19683-GT-DJ[Application](#)[Correspondence](#)Application: **Application Handbook** **Submit Application**[Overview](#)

- Application submitted on 08/22/2017

[Applicant
Information](#)[Project Information](#)[Budget and
Program
Attachments](#)[Assurances and
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State	\$0	
Local	\$0	
Other	\$0	
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	\$35,390	N

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Continue

3. FEDERAL TAXES

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Close Window

(6) I assure that the Applicant will assist OJP as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by OJP based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by OJP based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by the Department, including by OJP and by the Department's Office of the Inspector General.

Close Window

Continue

Contact E-mail Address:

bhume@norwalkct.org

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**THE PLANNING COMMITTEE
OF THE COMMON COUNCIL**

125 East Avenue
P.O. Box 5125
Norwalk, CT 06856

VII. B

TO: MEMBERS OF THE NORWALK COMMON COUNCIL
FROM: TAMI STRAUSS, DIRECTOR OF COMMUNITY DEVELOPMENT
RE: PY42 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)
DATE: SEPTEMBER 26, 2017

.....

Norwalk's Consolidated Annual Performance and Evaluation Report (CAPER) is a review of the CDBG program for Program Year 42 (July 1, 2016-June 30, 2017). In keeping with the City's *Citizen Participation Plan*, the CAPER was made available for public comment for the 15 days between August 25 and September 9, 2017. On September 7, 2017 the Redevelopment Agency held a public hearing for the CAPER and the members of the Planning Committee. The Agency received no written comments and no members of the public spoke during the public hearing.

Sources and Uses of Funds

The City made \$894,880 in funds available for its PY42 Community Development Block Grant Program. The City expects to deploy 89% of those funds by September 30, 2017 towards activities that further the City's progress towards meeting the five year Consolidated Plan goals. Of the remaining funds, 11% will be reprogrammed into the 2017-2018 grant cycle.

Program Beneficiaries

During the PY42 year, 979 people benefited from services provided by the CDBG grants, 4 public facilities were renovated, 15 businesses received technical assistance and the environmental condition of 2.5 acres of land was assessed. Four funded programs provided a city-wide benefit.

Progress towards achieving ConPlan Objectives and Strategies

In the second year of the 5-year Consolidated Plan period, substantial progress was made towards meeting the five-year objectives of modernization and safety improvements of public infrastructure (154%), technical assistance to businesses (135%) and homelessness prevention (110%).

ATTACHMENT: PY42 Draft CAPER: <http://www.norwalkct.org/1412/Community-Development-Block-Grant>

ACTION REQUESTED: Authorize the Mayor to sign the Mayoral Certification and approve the advancement of the PY42 CAPER to HUD.

Memorandum

September 11, 2017

To: Planning Committee, Common Council

From: Steve Kleppin, Planning & Zoning Director 

Re: Master Service Agreement, Traffic Consultant Peer Review

On March 15th, 2017, the Zoning Commission approved an amendment to the zoning regulations which allows them to hire independent, third party consultants to review various technical aspects of applications that come before the Commission.

On any application, the Commission or Board may retain an architect, engineer, landscape architect, professional land use planner, and/or other consultant to review, comment, and guide its deliberations on any application. If the Commission or Board determines that such consultant(s) are necessary, the Zoning Inspector shall obtain estimates from such consultant(s). The Zoning Inspector shall collect 150% of the estimate from the applicant which shall be held in escrow until the technical reviews are completed. Any excess amount collected over the actual cost shall be refunded to the applicant. This payment shall be considered as an integral part of the application. The failure by the applicant to make this payment shall render the application incomplete.

This amendment provides the Zoning Commission with a valuable tool when reviewing applications. Prior to this amendment, there was no mechanism within the regulations where they could require an applicant to pay for such review. Obviously, the City could retain its own consultant but that places additional strain on an already tight budget. The Commission has been fortunate of late that during their reviews of the mall application and the Village application, the applicant agreed to fund an outside peer review of traffic, even though they weren't obligated to. More recent applications could have benefited by an architectural peer review.

Three (3) immediate areas of need for outside technical assistance were identified: traffic, architectural and planning and acoustical engineering. After the amendment was adopted, a request for qualifications for on-call traffic peer review was prepared since that is the most common and often most contentious issue. The Commission is presently issuing an RFP for architectural/planning review and a separate RFP for acoustical engineering review.

Six (6) responses to the traffic peer review RFP were received. Zoning Commissioners and staff screened the proposals and conducted interviews with three (3) of the candidates. Two (2) firms: WSP Brinckerhoff and John P. Thompson were ultimately selected to serve as on-call traffic peer review consultants at the discretion of the Commission. Two consultants were chosen so we would have alternatives in case there is a conflict of interest with one of the firms or other reasons preventing either of them from assisting us within the statutory timeframe we require. In addition, staff may recommend the Commission choose 1 consultant verses another based on the scale and scope of the project, which could ultimately save the applicant time and money.

In order to have the consultants available to assist the Commission, individual Master Service Agreements are required between the city and each firm, whereby the Firm will agree to be available as needed for a project. There will be a separate Letter of Agreement administered by my office to engage a particular firm for each separate project/application, which will also detail the scope of services for that project.

I believe it is important to note that there is no cost to the city and the applicant has no choice but to comply with this requirement since this is codified in the regulations.

Common Council Actions:

- 1. Authorize the Mayor, Harry W. Rilling, to execute separate Master Services Agreements with WSP Brinckerhoff and John P. Thompson for on call professional consulting services to be performed on an as-needed basis related to peer traffic review. The Scope of Work will be performed pursuant to individual Letters of Agreement detailing the scope of the work for each Project. Services will be paid for by individual applicants with the Department.*
- 2. Authorize the Director of Planning and Zoning to execute the Letters of Agreement for individual projects on an as-needed basis to authorize the work to be done.*

END

DRAFT SUBJECT TO COMMON COUNCIL APPROVAL



DRAFT Consolidated Annual Performance Evaluation Report
for

Community Development Block Grant Program Year 42

Available for public comment August 25 to September 9, 2017

Please submit comments in writing to Tami Strauss: tstrauss@norwalkct.org

or

Norwalk Redevelopment Agency

125 East Avenue, room 202

Norwalk, CT 06851

-  Llame al (203) 854-7810 x46783 o visite nuestra oficina para solicitar un versión traducida de este documento.
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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Program Year 42 (PY42), July 1, 2016 - June 30, 2017, marked the second year of the City of Norwalk's 2015-2019 Consolidated Plan for Housing and Community Development (ConPlan).

Consistent with the ConPlan goals, the City utilized CDBG funding to:

- Increase High Quality and Affordable Housing Opportunities
- Expand Economic Opportunities
- Modernize Public Facilities and Infrastructure
- Increase Available Social Services

In the 2016-2017 Annual Action Plan for Housing and Community Development, the City of Norwalk identified the availability of \$894,880 in funds for its PY42 Community Development Block Grant Program.

The Annual Action Plan identified 18 initiatives in the City of Norwalk to receive PY42 sub-awards, which were expected to benefit over 1,365 people and 4 businesses with five additional projects providing an area benefit. One of the grantees, The Open Door Shelter, requested that their funds of \$100,000 get reprogrammed into the next grant cycle.

After the second year of the five-year period, the City is well-positioned to meet its goals by the close of the Consolidated Plan period (PY41-PY45).

- Community Cleanups - 188%
- Public Infrastructure Modernization & Safety Improvements - 154%
- Economic Development - 135%
- Employment Training - 40%
- Basic Services - 51%
- Residential Rehabilitation - Owner Occupied: 27%, Renter Occupied: 31%
- Housing Services - Homelessness Prevention: 110%, Public Facility and Infrastructure Improvements: 27%
- Public Facility Rehab - 26%
- Health and Mental Health Services - 176%
- Code Enforcement - 0%

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Basic services	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1500	764	50.93%	220	259	117.73%
Code enforcement	Affordable Housing	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	10	0	0.00%			
Community cleanups	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3125	3125	100.00%			

Communi nity cleanups	Non- Housing Communi ty Develop ment	CDBG: \$	Public service activities other than Low/Mo derate Income Housing Benefit	Persons Assisted	12000	0	0.00%			
Communi ty cleanups	Non- Housing Communi ty Develop ment	CDBG: \$	Brownfiel d acres remediat ed	Acre	8	15	187.50%	8	3	37.50%
Economi c develop ment: technica l assistan ce	Non- Housing Communi ty Develop ment	CDBG: \$	Business es assisted	Business es Assisted	20	27	135.00%	4	15	375.00%
Employ ment training	Non- Housing Communi ty Develop ment	CDBG: \$	Public service activities other than Low/Mo derate Income Housing Benefit	Persons Assisted	100	40	40.00%			

Health & mental health services	Homeless Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	200	352	176.00%	224	327	145.98%
Housing services	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	265	26.50%			
Housing services	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	CDBG: \$	Homelessness Prevention	Persons Assisted	400	441	110.25%	228	394	172.81%

Improve public infrastructure: modern & safe	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	15000	23123	154.15%	9843	9843	100.00%
Public facility rehabilitation	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50000	12839	25.68%	3114	3141	100.87%
Public facility rehabilitation	Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		3437	0	0.00%
Residential rehabilitation	Affordable Housing	CDBG: \$	Rental units rehabilitated	Household Housing Unit	400	123	30.75%	26	24	92.31%
Residential rehabilitation	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	30	8	26.67%	2	4	200.00%

Residential rehabilitation	Affordable Housing	CDBG: \$	Housing for Homeless added	Household Housing Unit	0	0				
Residential rehabilitation	Affordable Housing	CDBG: \$	Housing for People with HIV/AIDS added	Household Housing Unit	0	0				

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The following high priority Goals, as identified in the 2015-2019 Consolidated Plan for Housing and Community Development, received the following percentage of CDBG funds available during PY42 (2016-2017).

- Residential Rehabilitation - 23%
- Public Facility Rehabilitation - 27%
- Economic Development - 3%
- Basic Services - 6%
- Health & Mental Health Services - 5%
- Housing Services - 4%
- Public Infrastructure Modernization & Safety Improvements - 5%
- Community Cleanups - 2%

The high priority Residential Rehabilitation goal received 23% of the CDBG funds available and provided assistance to 28 LMI housing units. Renovations included ADA accessibility improvements, safety and energy improvements for an elderly living facility and repairs to homeowner and rental housing units, which included lead based paint remediation when necessary.

The Agency's Residential Rehabilitation program released a marketing program that resulted in 5 new loans and 1 project pending. A total of \$62,950 was loaned this year through the Residential Rehabilitation Program. \$72,950 was distributed in PY42. All projects were completed in PY42 except one ongoing project. Two additional low-income homeowners were assisted in acquiring new heating systems for free through the CT Energize Program.

Additionally, a home on 24 Haviland Street was purchased by the Agency in 2015. In July 2016 the plans were finalized and the project was bid. Bids were received in August and contracts were signed in September. The project was completed in June of 2017 and plans for marketing began. Total cost for the project was \$590,000 and was leveraged with CDBG and CNI funds. The property will be sold in PY43 to a first time home buyer with an income of 80% of the

median income or lower.

The high priority Public Facility Rehabilitation goal received 27% of funds available, which supported renovations to the Carver Foundation, Elderhouse, and the Norwalk Senior Center, providing a total area benefit to 2,514 people. There was an additional renovation of a handicapped center, STAR Inc., which served 600 people. The Open Door Shelter also received 11% of funds that was reprogrammed into PY43.

The high priority goals of Economic Development (3% of funds), Public Infrastructure, Modernization and Safety Improvements (5% of funds) and Community Cleanups (2% of funds) received a smaller percentage of the total funds available. Each has accomplished its 5-year goal. Funds for Community Cleanups have assisted in the remediation of Ryan Park that will be completed by the end of 2017.

The high priority goals of Basic Services (6% of total funds), Health & Mental Health Services (5% of funds) and Housing Services (4% of funds) received 15% of the total available CDBG funds. Two of the four programs supporting the Basic Services goal met expectations. The Health & Mental Health Services goal exceeded expectations for its number of beneficiaries (261 versus 224). Two organizations implemented projects which exceeded the Housing Services goal of assisting 228 people, by serving 277 people.

Additionally, \$25,000 of Planning and Administration funds was used to fund a planning effort for Irving Freese Park which is an urban park located in the Wall Street Area. The Common Council approved of the Freese Park Master Plan in May 2017. Further planning and implementation efforts will continue into PY43.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	484
Black or African American	391
Asian	17
American Indian or American Native	6
Native Hawaiian or Other Pacific Islander	0
Total	898
Hispanic	399
Not Hispanic	652

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

CDBG PY42 projects measuring beneficiaries by the number of people and households assisted, provided assistance to 1,033 beneficiaries (as directed by HUD, some activities are measured by people assisted and others by households assisted). This does not include the beneficiaries of projects determined to have an "area benefit" to the community, such as the rehabilitation of a community center, park and/or street improvements or projects which were measured by other means (businesses assisted). This also does not include projects with assumed beneficiaries such as senior centers and handicapped facilities.

The above Race chart represents an accurate total number of families assisted but does not list the all of the races which were represented in the beneficiary numbers. Of the beneficiaries, 140 families identified as "other". However, these families did identify as Hispanic or Non-Hispanic and are included in the table above.

Of the total families assisted, 39% self-declared to be of Hispanic ethnicity. The American Community Survey reported in 2015 that 24% of Norwalk's population was of Hispanic ethnicity.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	894,880	854,502
HOME	HOME		
HOPWA	HOPWA		
ESG	ESG		
Other	Other	0	

Table 3 - Resources Made Available

Narrative

Most grantees drew down the total amount of funds available. \$100,000 of the programmed funds for the Open Door Shelter was reprogrammed into PY43. In PY42 the Non-Revolving Loan Program income was \$40,757.62. These funds, in addition to reprogrammed funds from PY41 (\$28,120.55), will be utilized in PY43.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	57	43	
South Norwalk	40	40	
Wall Street	6	6	

Table 4 – Identify the geographic distribution and location of investments

Narrative

The Citywide allocation resulted in percentages lower than expected as a result of the remaining 11% (\$100,000) being reprogrammed to PY43 for the Open Door Shelter.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City awarded a portion of its annual CDBG allocation as grants to local organizations through a competitive process and recommended applicants provide matching funds, \$2/\$1 match for public service programs and a \$1/\$1 match for all other programs. Organizations in receipt of these grants received support from an array of public and private sources to provide high quality and innovative programming in service of the community. The Norwalk Redevelopment Agency (Agency) worked strategically so that federal funds attract additional funding and spur private development to meet the needs of the community.

HUD awarded a \$30 million Choice Neighborhood Implementation grant to the Norwalk Housing Authority and the Agency in 2014. This transformational project has leveraged approximately \$120 million dollars from private, federal and state resources, which consists of approximately \$95 million in housing resources, over \$8 million for Critical Community Investments and about \$16.4 million for the delivery of social services. Funding sources for Critical Community Investments include CDBG, private developers, the City of Norwalk's Capital Budget, the State of Connecticut Departments of Transportation and Housing and the Connecticut Housing Finance Authority. The Choice Neighborhood Initiative project will rebuild the outdated 136-unit Washington Village public housing development into a new 273-unit mixed income development on two city-owned vacant properties. These critical community improvements will create additional affordable housing, preserve multi-family housing in the area, improve Ryan Park, promote walkability through the Complete Streets initiative, enhance residential façades, and strengthen public safety.

The Agency also launched in PY42 the Choice Neighborhoods Residential Façade Grant Improvement Program which is capitalized with \$399,400 of CNI (\$375k) and CDBG (\$24,400) funds. In June 2016, 73 letters and program flyers were sent to residential property owners in the Choice Neighborhood. We received 25 follow up inquiries, and ultimately 17 grant applications were received by the due date of August 17, 2016 for a maximum benefit totaling \$1,325,000.

Agency staff reviewed applications for eligibility based on location, income of occupants, scope of work, and property tax status. Agency staff met with applicants at their properties to offer technical assistance, tour the property, review the scope of work, and make other recommendations for improvements.

Eight of the 17 applications received were from homeowners on Hanford Place and South Main Street. The CNI Committee thought these properties to be ideal ones for a pilot phase of this program/project, where the Choice and CDBG investment would have the greatest impact, and serve to improve the "gateway" to the Washington Village redevelopment. Four of the properties are owned by Hanford Housing Corp. and contain 14 units deed restricted in perpetuity to low-income residents. Bids were received for each project and 2 contracts were executed in PY42.

In PY42 the Agency's previous rehab property on 68 Lexington Avenue was sold to a moderate income, first-time home buyer family. The rental unit was leased to a family at 50% of the median income of Norwalk. This project was leveraged with CFHA funds.

The Norwalk Redevelopment Agency also received a \$2,000,000 DECD Brownfields grant in 2017 to assist in the remediation of Ryan Park. Ryan Park, a community park adjacent to Washington Village is being redesigned to be more responsive to community needs and is currently undergoing environmental remediation due for completion in 2017.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	28	28
Number of households supported through Acquisition of Existing Units	0	0
Total	28	28

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The One-Year Goals set forth in the PY42 Annual Action Plan are (Table 6):

- Number of households supported through rental assistance - 0
- Number of households supported through the production of new units - 0
- Number of households supported through rehab of existing units - 28
- Number of households supported through acquisition of existing units - 0

It was expected that the number of households supported through the rehabilitation of existing units would be 28 housing units. Twenty-eight housing units were rehabilitated completing 100% of this goal by two organizations. Twenty-four renter occupied elderly housing units were renovated to improve

their safety and energy efficiency. Four owner occupied housing units were also renovated of which included one extremely-low income recipient and three low-income recipients.

One home within the Choice Neighborhood area was acquired and renovation work went to bid in June 2016. The renovations have since been completed. Prospective buyers will work with the Housing Development Fund of Stamford, CT, which will provide homeownership counseling and financial assistance to sell the home to an income-qualified owner occupant. The affordability of the home will be preserved for 20 years.

Discuss how these outcomes will impact future annual action plans.

The reported outcomes (Table 7) are aligned with the targets set forth in the 2015-2019 Consolidated Plan for Housing and Community Development and therefore the outcomes of PY42 are not anticipated to impact future Annual Action Plans.

- Rental Assistance - PY42: 0 people, PY41-45: 500 people (53% of target)
- Production of New Units - PY42: 0 households; PY41-45: 0 households
- Rehab of Existing Units - PY42: 28 housing units (24 renter, 4 owner); PY41-45: 123 rental units and 32 owner units (31% of rental units and 27% of owner units)
- Acquisition of Existing Units - PY42: 0 housing units; PY41-45: 16 housing units (6% of target)

The Agency anticipated acquiring a small, multi-family home in PY42, however, renovations on an existing project took longer than expected, pushing back the ability to purchase an additional home. The Agency is currently seeking appropriate homes for its South Norwalk Renovation program. It is expected that 16 housing units will be acquired by the completion of Program Year 45, the end of the Consolidated Plan period.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	25	0
Low-income	3	0
Moderate-income	0	0
Total	28	0

Table 7 – Number of Households Served

Narrative Information

Two activities addressed Affordable Housing and served a total of 28 housing units. Of the beneficiaries, 89% are of extremely low-income which were included in a senior housing rehabilitation project.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In southwestern CT all state-operated mental health authorities are represented by collaborative outreach and engagement programs and in addition, daily homeless outreach occurs via 3 PATH funded agencies (Projects for Assistance in Transition from Homelessness), Catholic Charities, Open Door Shelter, and Pacific House to ensure services are provided to unsheltered homeless households. Homeless outreach teams are comprised of individuals with expertise in mental health, substance abuse, housing and vocational services. All encounters with unsheltered households are documented in the Homeless Information Management System (HMIS), and an assessment is done (per client consent) via the VI-SPDAT (Vulnerability Index - Service Prioritization Decision Assistance Tool), the standardized assessment tool in use by all coordinated access networks (CAN in CT to prioritize each household for available housing resources based on a scale of vulnerability. For those living outdoors or in other locations not meant for human habitation, shelter is offered and if a bed is not available at the time of the referral, the encounter is still documented and the household is added to the regional shelter wait list for the next available bed. Additionally, at the time of the encounter, a call is made to connect each household to the statewide 211 system managed by United Way of CT's Infoline, to schedule a local CAN appointment.

Outreach teams visit locations where homeless individuals are known to congregate such as abandoned cars, rail stations, temporary outdoor encampments, food pantries, soup kitchens and homeless drop-in centers, to ensure that any newly unsheltered household is identified as soon as possible. Upon encounter with a new household not previously recorded in HMIS a call is made to 211 system to schedule a CAN appointment. If households decline shelter services, other immediate services can begin once each individual is assessed. Case managers record entries and exit destinations to determine the effectiveness of outreach efforts, and all households are added and prioritized appropriately on the regional housing registry for housing resource assignment. All are referred to Community Care Teams, which are collaborations between all the agencies that provide services to the homeless, for follow up to ensure safety, track hospital/emergency room visits and prepare them for assignment to permanent housing. Multiple referrals are made for primary health care, job training, and educational services and relevant supports are identified to secure housing. Trends illustrated by a comparison of the 2015 and 2017 Point in Time counts indicate that such outreach coordination supported a reduction in the unsheltered chronically homeless population by 40% while no increase occurred amongst sheltered homeless.

The VI-SPDAT has been used by all projects funded by the Connecticut Department of Housing since the implementation of the CANs as the front door triage instrument for housing assistance in addressing

immediate barriers to housing access. To assign resources appropriately and efficiently, the tool empowers staff to define the level of housing or services each household needs (e.g., community resources, rapid rehousing, permanent supportive housing), as indicated by the results of the survey's assessment. In addition to assessing individual needs, the VI-SPDAT has also enabled the Fairfield County region to initiate the by-name registry, prioritized by the unique vulnerability each household presents. This process ensures that housing is assigned to those who are most in need and who are most likely to perish on the streets without the appropriate housing and service interventions.

Addressing the emergency shelter and transitional housing needs of homeless persons

All housing resources, including emergency shelter and transitional housing, are assigned via a front door system which begins with a call to the housing unit of the 211 system. Each person who connects with the 211 system is assessed by a housing specialist, and if the information shared by the caller confirms a housing or homeless crisis, the caller is connected to one of the 8 CANs for an appointment with a local community navigator. If the call originates from the Norwalk area the caller is connected to the Fairfield County CAN. During the CAN appointment, the Navigator assesses the crisis with the individual/family and collects and documents information unique to their situation to determine if an impending homeless episode can be avoided. CAN staff initially make efforts to divert households from routinely entering an emergency shelter through mediation or reasonable minimum financial support which can be used to absolve debt for utilities, back rent to a landlord, or remittance for other types of debt, allowing the residents to remain in their current housing.

If a homeless episode is unavoidable, the CAN Navigator further assesses the household using the VI-SPDAT and if a solution for housing is available at the appointment, such is offered. In most cases, the household is placed onto the Fairfield County CAN by name list to be prioritized for the appropriate level of housing as soon as a solution is available; if shelter is requested and no beds are available, the household is placed on the regional shelter wait list. A by name list, primarily populated by those identified as chronically homeless, is used to prioritize resources for rapid rehousing, permanent supportive housing or transitional housing, if that level of care is determined as an appropriate intervention. Access to all temporary and/or permanent housing resources is consolidated by these CoC-wide lists, prioritized by acuity and living situation. (ODFC operates using HUD CPD-14-012: Notice on Prioritizing Persons Experiencing Chronic Homelessness and Other Vulnerable Homeless Persons in Permanent Supportive Housing and Recordkeeping Requirements for Documenting Chronic Homeless Status.) Thus, the CoC's policy on prioritization is based on vulnerability, not first come first served. Households are connected to resources in priority order, and those in need of emergency shelter are added to the prioritized list for shelters. Literally or chronically homeless households are routinely placed on the registry and while they wait for a placement they are offered resources that increase community integration. Referrals are given to each household to connect them with services appropriate to respond to their assessed needs, and to increase opportunities to resolve the issues that led to the current crisis. If a household is placed into emergency shelter or on the by name list with a refusal of shelter, all efforts are made by the community navigator to collect required documentation necessary to enter into a lease for permanent housing and the household is case conferenced by a

housing placement team to ensure consideration for a reported project vacancy.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

1. ODFC implemented various prevention and diversion strategies in an effort to reduce first-time homelessness. 211 call specialists are prepared to identify resources outside of the shelter system to resolve the crisis and to immediately connect those in crisis with appropriate community resources. Following a non-viable first attempt at diversion, a second level attempt of diversion is completed to extend support to maintain housing. If no alternatives are possible, issues that contributed to the housing crisis are addressed.
2. 211 data indicates that 2/3 of homeless and at risk households originate from doubled up housing situations. In response, the CoC has partnered with the CT Coalition to End Homelessness (CCEH) to raise diversion funds in support of these households. In 2017 CCEH was awarded \$97,000 in diversion funds from Synchrony Bank with a renewable option based on performance and utilization specifically to divert homeless families from entering an emergency shelter.
3. As re-entry from institutions was also identified as a risk factor for homelessness, community response efforts include weekly community care team meetings in each of the sub-regions of the CoC to track high public resource utilizers and coordination with hospitals, the Dept of Children and Families and the Dept of Corrections to develop exit planning for community returns.
4. Households connecting with CAN staff develop plans identifying prevention options via natural resources and supports to encourage community connections, preventing re-entry into homelessness. The case manager routinely re-engages with households if destabilization occurs, as follow up tracks exits for stability in housing in HMIS for a period of 9 months. The VI-SPDAT identifies the appropriate housing intervention. CT HMIS retention data indicates that retention rates for the past two years are as follows: TH: 95%, Rapid Rehousing: 96%, PSH: 97%.
5. ODFC Economic Security workgroup tracks CoC housing stability outcomes to ensure coordination between resources and projects that address benefits and employment for homeless. The committee participates in a statewide project, "Secure Jobs Initiative" which created a vocational triage team that works through workforce development services to address barriers to employment. Partners in this effort with ODFC include the Dept of Labor, The Workplace, DCF, DSS, and others who represent the region's Workforce Investment system.
6. The ODFC region has a regional SOAR (SSI/SSDI Outreach Access and Recovery) lead to increase outcomes in connecting households with the disability income and benefits they need. For those who have a mental illness, chronic health conditions and other barriers to employment, access

to benefits is a critical first step in recovery and housing stability. The SOAR lead is certified in applying for benefits and also coordinates training and tracking opportunities for local service providers to streamline applications.

7. Stable Families program offers those in the ODFC region support in accessing mainstream resources, entitlements, access to physical and behavioral health services and increased housing stability by connections to income supports.
8. CAN community navigators connect clients with information on opportunities to increase housing stability through training and income via the American Jobs Center, Dept. of Labor and DSS. CAN specialists connect clients with information on: TANF, JFES, and other income increase opportunities. American Jobs and Workplace staff can also connect with follow up consultations with the Bureau of Rehab or other benefit specialists and special needs providers for clients in rapid re-housing, transitional housing and emergency shelter or once placed into permanent housing with resources to increase income and housing stability.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

1. The CoC's common assessment tool, VI-SPDAT, assigns housing resources based on assessed needs to ensure transition into housing options and housing stability once housed. The tool not only considers the unique barriers of each household to indicate the service needs for all, but also sorts for length of homelessness and in consideration of the HUD policies (HUD CPD 14012), the assessment is used in resource prioritization. HMIS supplements other household specific data, ensuring that the housing assignments for all on the registry are appropriate.
2. Housing stability rates have increased via use of VI-SPDAT as resource allocation transitioned from 1st come 1st served and not routinely assigning most intensive, costliest intervention. HMIS retention data from FY14 indicates rates of 92%, 94% & 98% respectively for TH, RRH & PSH over 2 year span respectively. FY15 data indicates 92%, 94% & 97% retention for the same program type. The VI-SPDAT acts as a tie breaker to fill slots for households with equal scores in PSH or rapid rehousing and informs a household's vulnerability specifics, while housing specialists who attend the regional housing placement meetings also advocate for the most appropriate and/or most vulnerable client to fill a particular vacancy based on historical personal information. Regional data is enhanced by 211, enabling the CoC to create system wide dashboards on all elements of homelessness and to efficiently engage providers representing each sub-population of homeless to ultimately close the side doors, ensuring that all who enter the system are appropriately triaged and assigned. Upshots of system change include better familiarity of providers with all homeless households residing in the region, better follow

through and follow up on every single case, and improved housing stability for those exiting homelessness.

3. The CoC's regional by name list is used by FC CAN's four Housing First (HF) teams who house the chronically homeless who present with incredibly diverse barriers to success in independent housing. Community Care Teams and homeless outreach workers ensure that the HF team leaders have updated contact information for people in crisis also reflected in HMIS records, and community wide efforts exist to de-duplicate these lists amongst CoC partnerships for providers who serve the domestic violence cohort. All related strategies ensure that those housed are appropriately identified and that each household is supported with the services they need to increase their housing security and stability.
4. Weekly housing placement meetings, ongoing case conferencing on households on the by name list and system enhancements (which include adding navigators to the crisis response infrastructure to rapidly house the homeless via document readiness and application processing for available subsidies), have reduced the wait for housing. Better familiarity through connecting households with case management which begins at the CAN intake has created smoother transitions for households exiting homelessness, and better tracking and follow through on households when destabilization occurs has improved the stability of all subpopulations in housing, effectively reducing the returns to homelessness.
5. CoC models like Critical Time Intervention for case management by HF placements, rapid rehousing and permanent supportive housing have resulted in system return reductions. The case manager develops a plan identifying prevention via natural resources and encourages community connections, preventing, or at least reducing, re-entry into homelessness.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

During PY42, the Norwalk Housing Authority was and has been involved in the Washington Village Public Housing project. This project will produce 273 units of public housing and is currently in the construction phase. The Agency has previously allocated Choice Neighborhoods funding for this project.

The Norwalk Housing Authority has also purchased Cedar Court Senior Housing which consists of 11 two-story walkup buildings with 91 elderly housing units. Renovations on the units will begin in PY43. The NHA has also facilitated housing improvements at Leroy Downs, Roodner Court, and Colonial Village in PY42.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The NHA has a resident advisory board (RAB) with membership of 18 to 22 people. On occasion, a member resigns or leaves the NHA and a volunteer member is recruited to fill the vacancy. The RAB meets at least quarterly and is briefed by the NHA staff on changes to policy and improvements to the housing developments. In addition to the RAB, the NHA Board of Directors has a resident representative, and each development has a resident group which meets three to four times a year, or as needed. Each of these groups participated in the formulation of the Five Year Plan for the NHA which was completed in 2014.

Goal #4 of the NHA's FY16 Annual Plan is to "Promote Self-Sufficiency of NHA Customers". The NHA works to encourage self-sufficiency, reduce dependency and help break the cycle of poverty. The NHA has over 100 participants in the targeted Family Self-Sufficiency program. This program serves a range of households with programs ranging from managing finances to establishing careers and improving employment.

For the Choice Neighborhood Initiative (CNI), the NHA and its consultants reach out continuously to Washington Village residents to keep them engaged in the development of the replacement units. The NHA is implementing a "people plan" that includes a broad network of community partners. The total CNI funded commitment for the "people plan" is over \$4 million, leveraging over \$18 million. For instance, the Norwalk Community College and Workforce Inc. will provide educational and workforce training opportunities to Washington Village residents which could lead to an income level that would support homeownership.

Supported by the CNI, the NHA will help Washington Village residents become economically self-sufficient and more able to meet their personal wellness goals. Key partners include Norwalk Community College, Career Resources, Inc., Norwalk Community Health Center, Day Street Health Center and Norwalk Hospital.

Other goals of the NHA's FY16 Annual Plan are to "Promote Education of NHA Participants" and "Promote Fair Housing and Equal Opportunity." In fulfilling these goals, the NHA encourages residents to become more involved in management and participatory in homeownership.

Actions taken to provide assistance to troubled PHAs

The Norwalk Housing Authority is not designated as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The Agency edited and amended the South Norwalk Transit Oriented District Redevelopment Plan over the course of the past year. The purpose of the Plan is to improve the conditions of the South Norwalk area by encouraging the development of complete, compact neighborhoods that draw new residents and businesses within a socially and economically diverse district centered on the South Norwalk Metro-North Railroad Station. The neighborhoods within the district should be of moderate scale, be both mixed-use and mixed-income and have adequate amenities for circulation, public safety and open space. Equitable development combines both people-based and place-based strategies and the city's economic development tools, land use policies and regulations to create a thriving city based on a mutually supportive relationship between neighborhoods and commercial districts and to achieve the following principles:

- Create stable socially and economically diverse neighborhoods that are sustained by minimizing the neighborhood transition costs impacting existing low/moderate income (LMI) residents.
- Provide for LMI residents to establish equity in the revitalization by becoming investors in the redevelopment goals and objectives, not disaffected by them.

The Agency is also in the process of updating the Wall Street/West Avenue and Washington South Main redevelopment plans. The Agency has retained the Regional Plan Association to develop a new plan that encourages mixes of uses in these areas, high density, and affordability. These plans are expected to be completed within PY43.

Additionally, the Agency is working closely with the Department of Planning and Zoning in updating the Plan of Conservation and Development for Norwalk. This plan will look at Norwalk as a whole and address topics such as zoning, land use, affordability, density, and circulation. This plan and the redevelopment plans will be compatible with one another to promote the same goals and objectives.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Norwalk continued to work to meet the needs of the community, including continued implementation of its Language Access Plan. The Human Relations and Fair Rent department began a review of the Language Access Plan and the Language Resource Guide used by City staff when providing services.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Norwalk Housing Authority (NHA) will address lead based paint (LBP) hazards and increase access to housing without LBP hazards through the replacement of all 136 units of Washington Village apartments. When Washington Village was built in the late 1930s, lead paint was still in use.

The Agency is rehabilitating units in the South Norwalk area, many of which were built prior to 1978. When these affordable housing units are finished, they will be free of LBP hazards. All housing developments supported by the Agency, in South Norwalk or elsewhere in the City, will be without LBP hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The Choice Neighborhood Initiative (CNI) provides intensive case management to connect residents of the Norwalk Housing Authority (NHA) with services and programs that will help achieve their goals. Key partners include Norwalk Community College, Career Resources, Inc., Norwalk Community Health Center, Day Street Health Center and Norwalk Hospital.

The Norwalk Redevelopment Agency provided technical assistance to area businesses and employment-training programs, which together strengthen and grow the job market by developing a qualified workforce.

Liberation Program's case manager provided extensive case management services which included working with residents to develop a resume and interviewing skills as well as offering leadership opportunities in order to help clients gain self-confidence and prepare them for the workplace.

The Triangle Community Center's case manager also provided services which included job training and placement to prepared and readied members for an opportunity in the workplace.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Opening Doors of Fairfield County Continuum of Care (CoC) provides structure to the organizations which comprise the homeless institutional delivery system. The merger of Norwalk/Fairfield County CoC, Stamford/Greenwich CoC and the Bridgeport CoC greatly expanded the capacity of the CoC.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Choice Neighborhood Initiative significantly enhances coordination between public and private housing as the development will include replacement public housing units, workforce housing units and market rate units mixed together with all units designed to the same standards, regardless of the resident's income level.

The CoC continues to be the main organization by which social service agencies coordinate and

collaborate.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In January 2015, the Mayor of the City of Norwalk recognized the receipt of the document, "Analysis of Impediments to Fair Housing, An Update to the 2010 Analysis of Impediments." The document is available on the City's website and posted on the Norwalk Redevelopment Agency's website (www.norwalkct.org/1412/Community-Development-Block-Grant) in both English and Spanish.

The Fair Housing Officer is responsible for reporting the collective fair housing accomplishments of the City to the Common Council and the Mayor's Office. In accordance with the Analysis of Impediments, the Redevelopment Agency launched the RAMP program with capital budget funds. As a result, 3 grants were awarded in PY42 for projects involving exterior ramps, chair lifts, and window guards. 2 grants of \$5,000 and 1 grant of \$1,820.51 were awarded for a total of \$11,820.51.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Norwalk Redevelopment Agency (the Agency) ensures compliance with federal CDBG regulations through a comprehensive monitoring process. The Agency monitors sub-recipients and completed CDBG funded projects for compliance with related Federal requirements.

An executed written agreement outlining the scope of activities, performance criteria and length of funding period is required. Contracts for construction projects include all necessary information for Davis Bacon. Additionally, information is provided regarding compliance with HUD's Section 3 requirements and competitive contractor selection.

Attendance at a "Pre-Award Conference" is required for all sub-recipients. The Agency reviews program and record keeping requirements with the entity receiving Federal funding.

Payment requests must be submitted with supporting documentation which may include time sheets, certified payroll records, affordable housing restrictions, income documentation, corresponding bills and/or cash receipts. Payment requests must include beneficiary information collected through household information sheets.

Quarterly reports are required to be submitted for each funding allocation. Such reports include information on the number of beneficiaries served, the status of the project, challenges and successes in the quarter and expectations for the upcoming quarter. Although a site-visit may be requested at any time, sub-recipients may request one when submitting their report.

The Agency conducts on-site monitoring by request and as needed during the program year. These visits are prioritized, by determining if any organizations are considered high risk. Sub-recipient's files are reviewed for compliance with all regulations governing its administrative, financial, procurement and programmatic operations and that it is achieving its performance objectives. In PY42, one organization was deemed "high-risk" due to their status as first time recipients. Each organization hosted Agency staff in December 2016 for a meeting during which procedures were reviewed and questions were answered.

Any construction work has periodic and final inspections. Proper documentation of expenditures, appropriate wages and satisfactory completion of work must be submitted prior to the expenditure of CDBG funds for facility improvements.

Recipients of HUD funds in excess of \$200,000 and individual contracts or subcontracts in excess of \$100,000 are subject to Section 3. Any contract in excess of \$100,000 requires a Section 3 plan from the

contractor and the Agency monitors that plan to ensure that businesses used and individuals hired are used to the greatest extent possible as delineated in that plan. The Agency furthers this effort by requiring all construction contracts using CDBG monies have at minimum 25% of the contract award go to Section 3 based businesses, Small Business Enterprises, Minority Based Enterprises and Woman-Owned Enterprises.

Norwalk has also adopted a Conflict of Interest Policy for the Community Development Block Grant Program that is in compliance with the U.S. Code of Federal Regulations Title 24, Part 570.11.

The City also understands its obligation to Affirmatively Further Fair Housing. The Norwalk Analysis of Impediments was updated in 2015. The Norwalk Fair Housing Officer is charged with ensuring education about fair housing is conducted and with managing complaints which might be received. In their applications for CDBG funding, all sub-recipients must submit their organization's Language Access Plan which ensures organizations supported by federal funding offer meaningful access to all persons, regardless of their ability to speak English.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The Consolidated Annual Performance and Evaluation Report (CAPER) was available for public comment for 15 days and the subject of a public hearing. Notifications of these opportunities to comment are both general and targeted. Legal Notices alerting the public of the availability of the CAPER for their review and notifying the public of the associated Public Hearing were run on August 17th, 24th, and 31st, twice within two weeks of the Public Hearing. The Comment Period ran from August 25, 2017 until September 9, 2017 and the Public Hearing was held on Thursday, September 7, 2017 at a meeting of the Planning Committee of the Norwalk Common Council. No comments were received at the public hearing or during the public comment period.

Additional outreach included email notification to the organizations which applied for funding for program year 42 and others who have expressed interest in the CDBG program, as well as multiple posts on the Agency's Facebook page and a notice on the City's homepage.

The draft CAPER was available for review in hard copy at the South Norwalk Community Center, the South Norwalk Public Library, the Norwalk Housing Authority's main office and the main branch of the Norwalk Public Library, as well as at the Redevelopment Agency. The locations are chosen due to their proximity to the South Norwalk and Wall Street target areas. The draft CAPER was available electronically from the City's website (www.norwalkct.org/Community-Development-Block-Grant).

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The jurisdiction did not make any changes to the program objectives and does not intend to as a result of its experiences this program year.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

VII. D

RESOLUTION
Norwalk River Valley Multi-purpose Trail – Phase 2
Union Park to New Canaan Avenue

WHEREAS, the City of Norwalk has published a news release, mailed a copy of the news release to required officials and agencies, and mailed a preliminary notification letter to abutting property and business owners, announcing a proposed transportation project known as State Project 102-350 Norwalk River Valley Multi-purpose Trail – Phase 2; and

WHEREAS, a public comment period was given from September 20, 2017 to October 3, 2017 which allowed interested parties to voice their concerns; and

WHEREAS, the construction phase will be funded utilizing 80% Federal funds and 20% municipal funds; and

WHEREAS, WestCOG has selected this project as a regional priority and to utilize federal funds for construction activities; and

WHEREAS, the Mayor has considered the concerns of the residents from the public comment period and finds that the proposed Norwalk River Valley Multi-purpose Trail is in the best interest of the City of Norwalk, and will promote the health, safety, and general welfare of its residents and provide for the convenience and safety of the traveling public.

WHEREAS, the City of Norwalk based on the above information, and by virtue of this resolution, hereby fully supports the proposed State Project 102-350 Norwalk River Valley Multi-purpose Trail – Phase 2;

NOW, THEREFORE, BE IT RESOLVED, that the City of Norwalk hereby supports the STP Urban Transportation Project titled State Project 102-350 Norwalk River Valley Multi-purpose Trail – Phase 2 and hereby commits to funding the municipal share and proceeding with final design.

FUNDING SOURCES

Capital Budget Accounts

09-16-040-40210-5777-C0407	\$286,500
09-17-040-40210-5777-C0407	\$300,000



CITY OF NORWALK
Chris Torre
Superintendent of Operations
ctorre@norwalkct.org
P: 203-854-3203 / F: 203-854-3224
15 South Smith Street
Norwalk, CT 06855

To: City of Norwalk, Department of Public Works Committee

From: Chris Torre, Superintendent of Operations

CC: Bruce Chimento, Director of Public Works
Kathryn Hebert, Administrative Services Manager
Dilene Byrd, Administrative Assistant

Date: September 27, 2017

Re: **Treated Rock Salt Sole Source Request**

Resolution:

Authorize the Purchasing Agent to issue a Sole Source Purchase Order to Cargill for Treated Road Salt for Snow and Ice Control, pricing not to exceed \$81.82 per ton for normal and after-hour deliveries effective for the 2017-2018 winter season.

Account # 014025-5322



Deicing 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:			
DBA (if applicable)			
Address 1			
Address 2			
City State Zip			
County			
Attn:			
Phone		Fax	e-mail:

TERMS AND CONDITIONS OF COMMERCIAL 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.



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

Tuesday, September 05, 2017

Billing Information		Shipping Information		*Contact Information	
Name	NORWALK CITY OF CLED	CITY OF NORWALK S SMITH	Attn:	SALT BUYER	
Account Number	1500026673	2500027733	Title		
PO Box			Phone		
Address 2	125 EAST AVE	15 S SMITH ST	Fax		
City State Zip	NORWALK, CT 06851-5702	NORWALK, CT 06855-1017	Mobile		
County			e-mail		
*PLEASE VERIFY THAT ALL CONTACT INFORMATION IS CORRECT. IF CHANGES ARE REQUIRED PLEASE NOTE THEM ON THE NEXT PAGE.					

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2017/2018 season.

Price Basis Per Ton

Product	Pickup (Minimum 10-ton loads)	Delivered (Standard truckloads)	Estimated Tons	Terminal
12763-CLEARLANE® DEICER ENHNC'D BULK	N/A	\$61.82	5,000	2AKL MT MARION US CDT
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 -

1. 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 5, 2017 through April 30, 2018. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customers adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
2. If purchase is not made by December 31, 2017, Cargill reserves the right to revoke the pricing provided in this Price Quote Letter.
3. 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.
4. 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.
5. 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.
6. 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)

Payment Terms	Net 30 Days	Credit Limit	ESTABLISHED
*PAYMENT TERMS AND CREDIT LIMIT ARE SUBJECT TO CHANGE.			

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

Cargill, Incorporated Deicing Technology Business Amanda Knaus Sales Account Manager Amanda.Knaus@cargill.com 800-600-7258 - p 952-367-1482 - f	Accepted
	Signature:
	Name:
	Title:
	e-mail:

Confidential - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or 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



CITY OF NORWALK
Chris Torre
Superintendent of Operations
ctorre@norwalkct.org
P: 203-854-3203 / F: 203-854-3224
15 South Smith Street
Norwalk, CT 06855

To: City of Norwalk, Department of Public Works Committee

From: Chris Torre, Superintendent of Operations

CC: Bruce Chimento, Director of Public Works
Kathryn Hebert, Administrative Services Manager

Date: September 27, 2017

Re: Authorize the Purchase of two 2019 Mack GU713 Plow Trucks

Resolution:

Authorize the Purchasing Agent to issue a purchase order to Gabrielli Truck Sales of Milford, for the purchase of two (2) 2019 Mack GU713 Plow Trucks for a sum not to exceed \$446,546.00.

Account # 09-18-4031-5777-C0313



Purchasing Department
Finance Group

COPY

August 22, 2017

INVITATION TO BID

The City of Norwalk is soliciting bids for two (2) 2018 Plow Trucks for the Department of Public Works.
Below is an outline of some of the requirements that apply to this project.

PROJECT #	3783	
DEADLINE	2:00 PM	September 13, 2017
PROJECT TITLE	2018 Plow Trucks	
PROJECT SITE	15 South Smith Street, Norwalk, CT	

BID DOCUMENTS are available upon receipt of this invitation over the Internet at <http://www.norwalkct.org> . The document number to request will be the same as the project number indicated above.

Candidates will be required to provide:

1. Copies of current certifications as applicable.
2. The purchase of any and all of the Optional Equipment and Service Manuals listed in this bid will be subject to City of Norwalk budget constraints. The City of Norwalk will solely determine which of the optional equipment will be purchased.
3. 10% bid bond with your response (see Section 3.1 B).
4. Include three (3) copies and one (1) original bid package. We also request that you upload a digital copy of your submission to the following address:

<https://norwalkct.bonfirehub.com/opportunities/4573>

All questions must be directed, in writing, to Sharon Connors, Purchasing Officer, via e-mail, sconnors@norwalkct.org . The deadline for submission of questions is 2:00 pm, August 30, 2017. Please include the Project Number and Bid Title in the subject line, thank you.

Businesses, without Internet access equipment, may contact the Purchasing Department at 203-854-7712 for any bid information. Our fax number is 203-854-7817.

Sharon Connors
Purchasing Officer

SECTION 1 - RESPONSE FORMS

SPECIAL NOTES ON RESPONDING:

ADDENDA information is available over the Internet at <http://www.norwalkct.org> . Adobe Acrobat reader is required to view this document. If you do not have this software you may down load it for free from Adobe. **We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the bid deadline.**

~~SUMMARIES will be available any time after 5:00 PM on the day of the bid opening over the Internet at <http://www.norwalkct.org> . The document number to request will be the same as the project number indicated in the invitation to bid. Bid results will not be provided over the phone.~~

AWARD NOTIFICATION will be issued by mail.

BUSINESSES WITHOUT FAX EQUIPMENT or Internet access may contact the Purchasing Department at 203-854-7712 for this information.

BID RESPONSES are to be delivered to:

City of Norwalk Purchasing Department
Room 103
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125

NOTE: The City of Norwalk will not accept any sealed bid submissions via email or facsimile (fax). Please indicate the bid number and bid title on the envelope.

Please submit three (3) copies and the original bid package (clearly mark original copy). We also request that you upload a digital copy of your submission to the following address:

<https://norwalkct.bonfirehub.com/opportunities/4573>

The City of Norwalk is an Affirmative Action/Equal Opportunity Employer; Minority/Women's Business Enterprises are encouraged to apply

PRICING SHEET #3783, 2018 Plow Trucks - Two (2) Units

Vendor Name: Gabrielli Truck Sales		Date: 9-11-2017
Street Address: 401 Old Gate Lane		
City: Milford	State: CT	Zip Code: 06460
Phone - 203-877-3281	Fax - 877-0614	Email - Cstadler@gabriellitruck.com
Manager - Christopher J. Stadler GM		Fed ID# - 06-0891779

The undersigned hereby declares that he/she or they are thoroughly familiar with the specifications, the various sites, the City's requirements, and the objectives for each element of the project item or service and understand that in signing this proposal all right to plead any misunderstanding regarding the same is waived.

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.

1. 2018 Plow Trucks

Year	Qty	Manufacturer	Model	Unit Cost	Total Cost
2019	2	MACK	GU713	\$ 223,273.00	\$ 446,546.00

*NOTE: Total Cost to include delivery.

Delivery - 200 calendar days after receipt of contract.

Warranty: Parts - SEE ATTACHED months, Labor - SEE ATTACHED months Page#4

(Complete Page 4, Item #3, WARRANTY Offers & Costs, & attach a statement detailing coverage for parts and labor. Include all manufacturers' printed warranty information associated with the finished vehicle & its functions. (Note Section 3.22)).

DEVIATIONS FROM SPECIFICATIONS: Any deviation from these specifications must be documented and submitted with your proposal in detail on a separate form. If deviations are not documented completely, the bidder may be disqualified from consideration for an award.

2. Add Alternate

	Qty	Description	Cost
A.	1	Stainless Steel Saddle-mount Hydraulic Tank ILO of Painted Steel	\$ 950.00

PRICING SHEET #3783, 2018 Plow Trucks - Two (2) Units

Vendor Name: Gabrielli Truck Sales

Date: 9/12/2017

3. WARRANTY Offers & Costs

Description	Standard Warranty		Extended Warranty		Other Warranty		100% Parts & Labor included?	
	# of years	Cost	# of years	Cost	# of years	Cost	Fill in: Yes or No	YES
A. Engine Mack	2	\$ -0-	7	\$4300.00	7	\$ 950.00	YES	Not Included In Bid Price
B. Transmission Allison	2	\$ -0-	5	\$ 1000.00		\$	YES	Not Included In Bid Price
C. Body	1	\$ -0-		\$		\$		
D. Body Components	1	\$ -0-		\$		\$		
E. Body Systems	1	\$ -0-		\$		\$		
F. Body Hydraulics	1	\$ -0-		\$		\$		
G. Plow Frame	1	\$ -0-		\$		\$		
H. Plow	1	\$ -0-		\$		\$		
I. Pre-Wet System	1	\$ -0-		\$		\$		
J. Liquid Tank	1	\$ -0-		\$		\$		

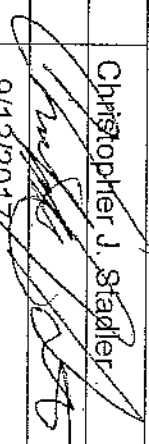
PRICING SHEET #3783, 2018 Plow Trucks - Two (2) Units

Vendor Name: Gabrielli Truck Sales

Date: 9/12/2017

Description	Standard Warranty		Extended Warranty		Other Warranty		100% Parts & Labor Included?	
	# of years	Cost	# of years	Cost	# of years	Cost	Fill in: Yes or No	Comments
K. Rear Axle	3	\$ -0-	5	\$ 850.00		\$	Yes	Not Included in Bid Price
L. Two Way Radio	1	\$ -0-		\$		\$		
M. GPS	1	\$ -0-		\$		\$		
N. Hoist cylinder	1	\$ -0-		\$		\$		

Submitted by:

Print Name of Authorized Agent of Company	Christopher J. Stadler
Signature of Authorized Agent of Company	
Date	9/12/2017

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

Addendum #	1	Dated	8/22/17	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

NOTE: Delivered units must be built to city specifications & be fully operational at time of delivery.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made this 1st day of August 2017, by and between the CITY OF NORWALK, Connecticut, a political subdivision of the State of Connecticut (hereinafter referred to as the "City"), and Norwalk Land Development, LLC, a Delaware limited liability company with a place of business at c/o GGP, Inc., 110 N. Wacker Drive, Chicago, Illinois, acting herein by Gregory Lynch, its duly authorized Signatory (hereinafter to us the "Norwalk Land Development"). The City and Norwalk Land Development shall be jointly referred to as the "Parties."

WITNESSETH:

WHEREAS, Norwalk Land Development has undertaken the redevelopment project involving North Water Street, West Avenue and Crescent Street, known as the SONO Collection Project (the "Project"); and

WHEREAS, the City has agreed to hire a professional engineering firm, CDM Smith, Inc. to perform construction management and construction inspection services in support of the Project (the "Professional Engineering Services"); and

WHEREAS, Norwalk Land Development has agreed to be responsible for the cost of such Professional Engineering Services in support of the Project and to deposit sufficient funds to pay the cost of the same into an escrow account maintained by the City; and

NOW, THEREFORE, in order to facilitate the orderly completion of the Project, the Parties have agreed that Norwalk Land Development will deposit into an escrow account to be held by the City those funds necessary for the performance of the Professional Engineering Services, subject to the terms and conditions set forth herein.

1. The Parties acknowledge that Norwalk Land Development has agreed to provide certified funds in the amount of TWO HUNDRED FIFTEEN THOUSAND DOLLARS (\$215,000.00) to the City (hereinafter referred to as the "Escrow Funds"), which will be held in escrow by the City and used to pay the costs of the Professional Engineering Services described in the document entitled, "Scope of Work," attached hereto as Exhibit A, dated July 17, 2017. The Parties acknowledge that the City shall not incur any expense related to the Professional Engineering Services unless (a) sufficient funds are on deposit in the designed escrow account and (b) the City obtains Norwalk Land Development, LLC's prior approval to a change to the Scope of Work, which approval shall not be unreasonably withheld or delayed.

2. The City shall maintain the Escrow Funds in a separate escrow account (the "Escrow Account"); apply interest to the Escrow Account; and shall administer all Escrow Funds, together with any interest earned with respect thereto, in order to pay the expenses incurred in connection with the Professional Engineering Services. Such Escrow Funds will be allocated generally in accordance with the estimated budget attached hereto as Exhibit B and in compliance with the terms of this Escrow Agreement. If at any time the amount deposited as Escrow Funds are not sufficient to pay the costs of the Professional Engineering Services, Norwalk Land Development shall deposit such additional Escrow Funds as may be requested in writing, by the City.

3. The City shall maintain the Escrow Funds in a separate escrow account (the "Escrow Account"); apply interest to the Escrow Account; and shall administer all Escrow Funds, together with any interest earned with respect thereto, in order to pay the expenses incurred in performing the Professional Engineering Services in accordance with the Budget. Such Escrow Funds will be allocated in accordance with the Budget and in compliance with the terms of this Escrow Agreement. If at any time the amount deposited as Escrow Funds are not sufficient to pay the costs of the Professional Engineering Services, the Norwalk Land Development shall deposit such additional Escrow Funds as may be reasonably requested in writing, by the City.

4. The City acknowledges that the timely performance of the Professional Engineering Services is critical for the timely progress of the SONO Collection Project. Accordingly, the Parties agree that the Professional Engineering Services shall proceed in accordance with an agreed upon schedule in support of the Project.

6. The City shall not be liable to Norwalk Land Development, its officers, principals or agents, and the Norwalk Land Development hereby releases and agrees to hold harmless the City from and against any and all claims, damages, losses, or expenses which may be incurred as a result of any act or omission of the City, its employees, officials, or agents in connection with this Escrow Agreement or involving the Escrow Funds, except to the extent of the City's gross negligence or willful misconduct. The City shall not incur any liability in connection with this Agreement with respect to any action taken or omitted in good faith with respect to its duties and responsibilities under this Escrow Agreement, except to the extent of the City's gross negligence or willful misconduct. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement and shall not be limited for any reason.

8. The validity and interpretation of this Escrow Agreement and the sufficiency of each party's performance of its respective duties hereunder shall be governed by and construed in accordance with Connecticut law. Any action brought in connection with this Escrow Agreement shall be brought in Connecticut in the Judicial District of Stamford/Norwalk.

(a) Notices, requests, demands, and other communications required or permitted under this Escrow Agreement shall be in writing and will be deemed given when actually delivered, or when sent by certified mail, postage prepaid with return receipt requested on the third day after mailing to the following addresses or such other address as a party may specify in writing to the other Parties pursuant hereto:

With a copy to: GGP, Inc.
110 N. Wacker Drive
Chicago, IL
Attn: EVP - Anchors, Development & Construction

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11. The City, acting as the Escrow Agent pursuant to this Agreement, undertakes to perform only such duties and responsibilities as are expressly set forth herein and no additional duties or obligations shall be implied in connection with the subject matter hereof.

12. This Escrow Agreement may be executed in several counterparts, each of which shall be deemed to be an original Agreement.

IN WITNESS WHEREOF, the Parties have executed this Escrow Agreement on the date first written above.

Signed, Sealed and Delivered
in the Presence of:

Sally Johnson
Witness
[Signature]
Witness

CITY OF NORWALK

By: [Signature]
Harry W. Rilling
Its Mayor
Duly Authorized

Date Signed: 8/1/17

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss. Norwalk

On this the 1st day of August, 2017 before me, Sally Johnson, the undersigned officer, personally appeared HARRY W. RILLING, who acknowledged himself to be the Mayor of the City of Norwalk, a municipal corporation, and that he, as such 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.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Commissioner of Superior Court
Notary Public
SALLY JOHNSON
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMMISSION EXPIRES JUNE 30, 2022

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Witness
[Signature]
Witness

NORWALK LAND DEVELOPMENT, LLC

By: [Signature]
Gregory Lynch
Its Authorized Signatory
Duly Authorized

Date Signed: 7/28/2017

ss. Chicago

ss. Chicago

On this the 28th day of July, 2017, before me, Sherri Bradbury
the undersigned officer, personally appeared GREGORY LYNCH, who acknowledged himself to be
the authorized Signatory of NORWALK LAND DEVELOPMENT, LLC, a limited liability
company, and that he, as such authorized Signatory, being authorized so to do, executed the
foregoing instrument for the purposes therein contained, by signing the name of the limited liability
company by himself as authorized Signatory.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Sheri Bradley
Commissioner of Superior Court
Notary Public



111 Founders Plaza
Suite 1600
East Hartford, CT 06108
tel: 860-529-7635
fax: 860-290-7845



July 17, 2017(Revised 7/18/17)

Ms. Lisa Burns, P.E.
Principal Engineer
City of Norwalk
Department of Public Works & Engineering
125 East Avenue
Norwalk, Connecticut 06851

Subject: The SoNo Collection
General Growth Partnership Development
West Avenue Construction Oversight and Resident Project Representative
Services

Dear Ms. Burns:

Thank you very much for asking us to consider supporting the City with CM and CEI oversight services for this significant project. CDM Smith has a long history of providing these services to municipalities including Norwalk. We will execute this assignment both for the coordination of utility relocation and to provide field oversight services on the City's behalf. Brian Farrelly will serve as the Project/Construction Manager and will lead the effort focusing on civil site inspection and overall execution of the services. CDM Smith will provide on-site representative services during the actual construction activities for inspection services. Project Management services will be provided as necessary.

We have executed similar type assignments, not only for local municipalities including Norwalk, Greenwich, New Haven, Hartford, as well as other agencies including the MDC, and greater New Haven Water Pollution Control Authority. We also bring a strong track record of FEMA Disaster Recovery experience should you require any specific expertise related to FEMA and HUD funding.

Scope of Services

CDM Smith will provide construction oversight and inspection services for the subject project. The services shall be direct at the Developer/Contractor's compliance with plans previously reviewed and approved for the construction and implementation of City/State owned facilities. These may include, but not be limited to improvements to streets, sidewalks, traffic signals, storm and sanitary sewers, street lighting, etc. CDM Smith will monitor the contractor compliance with approved plans, specifications, sequence of operations, staying and maintaining all protection of traffic requirements.



Ms. Lisa Burns, P.E.
July 17, 2017 (Revised 7/18/17)
Page 2

CDM Smith's Project/Construction Manager, and/or Resident Inspector will attend regularly scheduled progress meetings representing the interest of the City and coordinate responses when necessary by the City staff. CDM Smith staff will provide the following services as they relate to City/State owned facilities:

- Coordination of approvals and RFI's and shop drawing reviews necessary by the Contractor from the City.
- Attendance at Project Meetings.
- Coordinate and assist the City in reviewing field changes, RFI's and City responses to requests of the Contractor.
- Monitor Contractor schedule in regards to public improvements and advise the City of changes, delays, and change requests.
- Monitor Contractor preparation of record drawings.
- Monitor requests for payments and invoices requiring reimbursement by the City, advise on the validity of the request.
- Maintain file of documentation between the Developer/Contractor, City and CDM Smith related to City required improvements.
- Monitor field and laboratory testing of materials related to City facilities not otherwise covered by other third party inspections. Assist the City in review and approvals according to specific requirements of the specifications.

CDM Smith's Resident Project Representative will comply with those services as outlined in attached Exhibit B. In addition, CDM Smith may at the request of the City provide when professional engineering, environmental and support services as may be requested from time to time by the City.

I have included the resume of Mr. Farrelly for your consideration. Hourly rates for professional services as well as administrative and clerical support services would be as follows:

Project/Construction Manager/Principal	\$230 per hour
On-Site Project Field Representative	\$125 per hour
Senior Engineering Support (if required)	\$156 per hour





Ms. Lisa Burns, P.E.
July 17, 2017(Rvlsed7/18/17)
Page 3

Engineer (If required) \$130 per hour

Administrative Services/Document Control \$100 per hour

A budget estimate for services for the eighteen (18) months is as follows:

	Rate	Hours	Estimate
Project/Construction Manager/Principal	\$230	112	\$25,760
Resident Project Representative	\$125	1308	\$163,500
Senior Engineer	\$156	24	\$3,744
Engineer	\$130	24	\$3,120
Clerical Admin	\$100	24	\$2,400
Document Control	\$100	24	\$2,400
TOTAL		1516	\$200,924

Direct costs associated with material testing, lab testing sampling and geotechnical are assumed to be the responsibility of the Developer, CM or City. We have assumed office space will be provided for our Resident Project Representative by the City. We have also assumed that traffic signal operational observations would be conducted by City Staff and that inspection of tie backs and soil nails will be inspected by others.

CDM Smith staff will sign in and out at the General Contractor's on-site office for all site visits to be billed under the project proposal.

Thank you for considering us for this assignment. We are available to commence work immediately upon receipt of an advanced Notice to Proceed and authorization to invoice while our contract is being prepared and executed. Please keep us informed regarding the schedule for up and anticipated contractor start dates. We have received the materials you forwarded regarding this project.





Ms. Lisa Burns, P.E.
July 17, 2017 (Revised 7/18/17)
Page 4

Very truly yours,

A handwritten signature in cursive script that reads "Paul F. Schmidt".

Paul F. Schmidt, P.E.
Principal Civil Engineer/Client Service Leader
CDM Smith Inc.



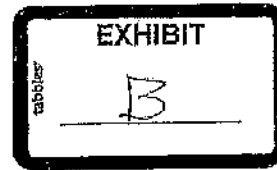


EXHIBIT B TO AGREEMENT
BETWEEN
OWNER AND ENGINEER

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on , 2017 between City of Norwalk, Ct. (OWNER) and CDM Smith Inc. Owners Representative(OR) for providing services. The following terms are used and shall also apply ENGINEER of Record, Tighe and Bond, (ENGINEER), Contractor shall mean Developer, Contractor CM or CM at Risk for providing professional services.

Owners OR shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist Owner in observing progress and quality of the work of Contractor, Developer and/or CM at Risk.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the OR shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, OR shall not, as a result of such observations of Contractor's work, supervise, direct, or have control over any Contractor's work nor shall OR have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by any Contractor, for safety precautions and programs incident to the work of any Contractor, for any failure of any Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

The duties and responsibilities of the RPR are limited to those described as follows:

A. General

RPR is City's agent at the site, will act as directed by and under the supervision of City, and will confer with City regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the Developer, CM at Risk and/or Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CM at Risk, Developer or Contractor. RPR shall generally communicate with OWNER and the Contractor, CM at Risk, or Developer.

B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals schedule of values, and other schedules prepared by Contractor and consult with Owner concerning their acceptability.
2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings (but not Contractor's safety meetings), and review/comment on minutes thereof.
3. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

4. *Liaison:*

- a. Serve as Owner's liaison with Contractor and others, working principally through Contractor's superintendent and assist in understanding the intent of the Construction Contract Documents; and assist OWNER with the Contractor.
- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. *Shop Drawings and Samples:*

- a. Receive Samples that are furnished at the site by Contractor, and notify Owner or Owners ENGINEER of Record the availability of Samples for examination.
- b. Advise Owner's ENGINEER of Record and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

6. *Review of Work, Defective Work, Inspections, Tests and Start-ups:*

- a. Report to Owner and the Owner's ENGINEER of Record whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform the Owner and the ENGINEER of Record of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to ENGINEER for addressing such Work.
- c. Advise Owner and the ENGINEER of Record that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- d. Consult with Contractor and Owner in advance of scheduled inspections, tests, and systems start-ups.
- e. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Owner and ENGINEER of Record appropriate details relative to the test procedures and start-ups.
- f. Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of these inspections and report to ENGINEER.

7. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

8. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER of Record.

9. *Records:*

- a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, copies of Construction Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, ENGINEER of Record clarifications and interpretations of the Contract Documents, progress reports, approved Shop Drawing submittals and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, Subcontractors present at the Site weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER of Record.
- c. Record names, addresses, e-mail addresses, websites and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.

10. *Reports:*

- a. Furnish to Owner periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Consult with Owner in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Review proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to Owner Change Orders, Work Change Directives, and Field Orders.
- d. Report immediately to OWNER the occurrence of any accident.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

12. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER of Record for review and forwarding to OWNER prior to final payment for the Work.

13. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.

MEMORANDUM TO FILE

VII. E

Date: October 4, 2017

From: Brian Candela

RE: Names change from the Norwalk Shorehaven Special Services Taxing District to The Canfield Island Special Services Taxing District following the September 19, 2017 public hearing

1) Proposed name change for the Norwalk Shorehaven Special Services Taxing District

Enclosed please find an April 11, 2017 letter from Colin B. Connor, Esq., counsel for the Norwalk Shorehaven Special Services Taxing District for your file and review. This letter provides a summary of this taxing district and the reason it is seeking a name change. Please note that the taxing district is only seeking a name change to The Canfield Island Special Services Taxing District. The taxing district does not want to change anything else, including but not limited to the taxing district's form, function or size.



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Associate (also admitted in GA)

April 11, 2017

Chairwoman Eloisa Melendez
Norwalk Ordinance Committee
125 East Avenue
Norwalk, CT 06851
BY USPS

Re: The Norwalk Shorehaven Special Services Taxing District -- Proposed Name Change

Chairwoman Melendez,

I represent The Norwalk Shorehaven Special Services Taxing District which is located on Canfield Island in Norwalk. Our firm was retained to review, revise and update the operating documents for the entity. In the process, the Members decided to change the name of the taxing district.

Attorney Brian McCann, whom I have been discussing the name change with for several months now, instructed me to prepare this letter to you in order to lay out the relevant details.

1. Area of Taxing District -- the area composing the taxing district is located on what is commonly known as 'Canfield Island.' The majority of the properties lay in the City of Norwalk, however there are a few properties on the Westport side of the Island which also participate in the taxing district. Those homeowners with properties lying within the Town of Westport's geographical boundaries have consented, in writing, to the inclusion of their properties in the special services taxing district. A specific list of the properties composing the district is enclosed with this letter, including an indication of which are located in Westport.
2. Purpose of Taxing District -- the purpose of the taxing district is to maintain all of the infrastructure necessary for life on Canfield Island, including the roads, drains, sewers, etc., but most specifically to maintain the bridge which allows access to the Island.
3. Commonly Owned Property and Shared Services -- the only property commonly owned by the District is the bridge from the mainland onto Canfield Island. The roads and other common property on the Island is owned by a separate Association, rather than the District. The District does not provide any 'shared services' to its Members.
4. Reason for Name Change -- at present, there is a separate entity known as The Norwalk Shorehaven Association, Inc. The similarity between the names has caused confusion in the past, which has led to some consternation because the membership dues for each entity

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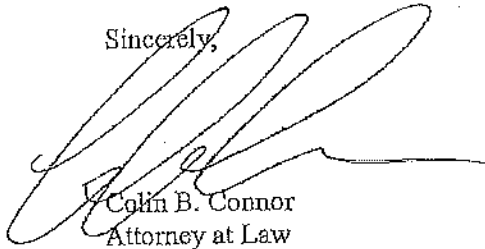
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are wildly different given the District's obligation to maintain the bridge. After engaging our firm to review, revise and update the governing documents for each entity, the Members decided that they would like to address the confusion regarding the names of the entities. The Members of the District proposed that the District's name be changed, and this proposal was approved pursuant to the requirements set forth in its Bylaws.

5. **The Name Change Itself** – the Members have resolved to change the name of the taxing district from The Norwalk Shorehaven Special Services Taxing District to **The Canfield Island Special Services Taxing District**.
6. **Approval of Name Change** – the proposal to change the name of the District was voted on approved by the Members on January 15, 2017 at a Special Meeting of the Members called for the specific purpose of approving the revisions made to the District's Bylaws, including the revision to its name.

Please contact me with any questions you may have and with any further instructions on how to proceed with the official name change, including any requirements which we have not met. Our office number is 203-254-7579, and my email address is colin@russoassoc.com

Sincerely,



Colin B. Connor
Attorney at Law

Encl.

**Owners and Users of Real Property Within
The Norwalk Shorehaven Special Services Taxing District (as of 10/2016)**

Member Name	Member Address
Gordan, John, III	54 Shorehaven Road, Norwalk, CT (located in Westport)
McFadden, Edith Sara and Michael	52 Shorehaven Road, Norwalk, CT (located in Westport)
Schnirring, Luke	50 Shorehaven Road, Norwalk, CT (located in Westport)
Vernhes, Monique and Michel	48 Shorehaven Road, Norwalk, CT (located in Westport)
46 Shorehaven Road, LLC c/o Jonathan Farber, its Managing Member	46 Shorehaven Road, Norwalk, CT (located in Westport)
Farber, Jonathan	43 and 44 Shorehaven Road, Norwalk, CT (located in Westport)
Farber, Jonathan and Swanson, Jolyn	42 Shorehaven Road, Norwalk, CT (located in Westport)
Williams, David	38 and 40 Shorehaven Road, Norwalk, CT (40 Shorehaven located in Westport)
Hapworth, Mada and William	36 Shorehaven Road, Norwalk, CT
Smith, David	34 Shorehaven Road, Norwalk, CT
Greenlee, Adam, Sr.	32 Shorehaven Road, Norwalk, CT
Gray, Joan	30 Shorehaven Road, Norwalk, CT
Brown Shiverick, Margaret	29 Shorehaven Road, Norwalk, CT

Candela, Brian

From: Livingston, Thomas P.
Sent: Thursday, September 21, 2017 3:42 PM
To: Candela, Brian
Cc: Melendez, EloisaM; Hempstead, Doug; Corsello, Michael; Giandurco, Shannon O'Toole; Simms, Travis; Kimmel, Bruce I.
Subject: Re: Norwalk Shorehaven Special Services Taxing District

Ok by me. Thanks.

Tom Livingston
Member, Norwalk Common Council
District E

On Sep 21, 2017, at 3:34 PM, Candela, Brian <bcandela@norwalkct.org> wrote:

Ordinance Committee members:

I wanted to follow up with you as soon as I received a response back on this matter which went through a public hearing on September 19, 2017. Please see the email below from counsel for the Norwalk Shorehaven Special Services Taxing District. In this email, counsel advises that the District has the authority to tax. However, they do not actively exercise that authority. As such, counsel would prefer the name remain the "Special Services Taxing District" if you are amenable to that.

Based on this email, please advise if I can place this matter on the next Common Council meeting for approval of this resolution of the name change.

Thank you for your assistance in this matter.

Brian Candela
Assistant Corporation Counsel
City of Norwalk
125 East Avenue
Norwalk, CT 06851
Phone: (203) 854-7295
Fax: (203) 854-7901

From: Colin Connor [<mailto:Colin@russoassoc.com>]
Sent: Thursday, September 21, 2017 3:26 PM
To: Candela, Brian <bcandela@norwalkct.org>
Subject: Norwalk Shorehaven Special Services Taxing District

Brian,

Following up on our phone call, the answer to whether the District has the authority to tax is yes, they do. The caveat is that they do not actively exercise that authority. As such, we would prefer the name remain the "Special Services Taxing District" if the council members are amenable to that.

Thank you,

Colin Connor

<image001.jpg>