

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

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at norwalkct.org/meetings



Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.



Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.



Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.



Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Donna King at dking@norwalkct.org to provide written public comment prior to the meeting.

AGENDA

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: September 8, 2020

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: Deborah Lewis, Bike Walk Commission

APPOINTMENTS: Sam Ebert, Bike Walk Commission

REAPPOINTMENTS: Frank Nash, Pension Board
James Hendrickson, Pension Board
Richard Baskin, Pension Board

Erica Kipp, Tree Advisory Board
Richard Whitehead, Tree Advisory Board
Cindy Cossuto, Tree Advisory Board
Judson R. Aley, Parking Authority

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Authorization for discussion: Settlement: Barbara Riley and Hope Coles v. City of Norwalk Board of Education, Norwalk Public Schools District.

EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: September 10, 2020
2. For informational purposes only: Narrative on Tax Collections Dated: September 10, 2020.
3. For informational purposes only: Monthly Tax Collector's Report Dated: August 2020.
4. Authorize the Mayor, Harry W. Rilling, to execute a 12 month Agreement with 2 one-year optional extensions with Innovative Interfaces Solutions, a sole source provider, for Integrated Library System Cloud Hosting Services and Maintenance/Support for the Norwalk Public Library for an amount not to exceed \$59,990.00, account 011370-5742 (budgeted operating expense, no special appropriation required).

B. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Norwalk Seaport Association for the use of Calf Pasture/Shady Beach for a Seaport Holiday Light Show to be held from Thursday, November 26, 2020 through Thursday, December 31, 2020 from 5:00 PM – 10:30 PM daily. Set up date to be determined. Vehicular traffic only.

C. PUBLIC WORKS COMMITTEE

1. Acquisition of easement from the State of Connecticut concerning the Rowayton Avenue reconstruction and power project, said easement recorded on the Norwalk Land Recorded as follows: Certificate of Condemnation recorded in Volume 7704, Page 47 on November 5, 2012; Certificate of Condemnation recorded in Volume 7847, Page 24 on June 18, 2013; Certificate of Condemnation recorded in Volume 7820, Page 299 on May 6, 2013; Easement recorded in Volume 7703, Page 282 on November 5, 2012; Easement recorded in Volume 7703, Page 155 on January 21, 2013.
2. 185 Liberty Square (DOT File No. 301-176-046) Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to convey a 4,016±sq. ft. perpetual compensatory wetland mitigation easement to the State of Connecticut as shown on survey map entitled: "TOWN OF NORWALK MAP SHOWING EASEMENT ACQUIRED FROM CITY OF NORWALK BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION WALK RAILROAD BRIDGE REPLACEMENT SCALE 1" =20' JANUARY 2020 MARK D. ROLFE, P.E. CHIEF ENGINEER – BUREAU OF ENGINEERING AND CONSTRUCTION", Town No. 102, Project No. 301-176, Serial No. 46, Sheet 1 of 1.
3. 15 & 60 South Smith Street (DOT File No. 301-176-012B) Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to convey a 633± sq. ft. perpetual compensatory wetland mitigation together with 8,579± sq. ft. access easement to the State of Connecticut as shown on survey map entitled: "TOWN OF NORWALK MAP SHOWING EASEMENT ACQUIRED FROM CITY OF NORWALK BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION WALK RAILROAD BRIDGE REPLACEMENT SCALE 1" = 40' JANUARY 2020 MARK D. ROLFE, P.E., CHIEF ENGINEER – BUREAU OF ENGINEERING AND CONSTRUCTION", Town No. 102, Project No. 301-176, Serial No. 12B, Sheet 1 of 1.
4. 30 Monroe Street (DOT File No. 301-176-047) Authorize the Mayor, Harry W. Rilling, to execute any and all documents to convey a 1,553± sq. ft. temporary construction easement and a 6,530± sq. ft. temporary access easement to the State of Connecticut as shown on survey map entitled: "TOWN OF NORWALK MAP SHOWING EASEMENT ACQUIRED FROM CITY OF NORWALK BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION WALK RAILROAD BRIDGE REPLACEMENT SCALE 1" =20' JANUARY 2020 MARK D. ROLFE, P.E. CHIEF ENGINEER – BUREAU OF ENGINEERING AND CONSTRUCTION", Town No. 102, Project No. 102, Project No. 301-176, Serial No. 47, Sheet 1 of 1, Revised 3/31/20.

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. **Technical Correction:** amend Common Council action of September 8, 2020 Item VII.C.1a.&1b. to correct account number from "0919/206363 5777 C0549" to "0919/21 6310 5777 C0549". Said action shall read as follows:
 - 1a. Authorize the Mayor, Harry W. Rilling, to execute a contract with A.V. Tuchy, Inc. for the installation of an elevator at the Norwalk Museum for a total not to exceed \$469,978.00. Acct. # 0919/21 6310 5777 C0549
 - 1b. Authorized the Historical Commission to execute Change Orders on Contract for a total not to exceed \$47,000.

2. **Technical Correction:** amend Common Council action of August 11, 2020 Item 2a. & 2b. to correct account number from 09205010-5777-C0652 to 09215010-5777-C0652

2a. Authorize the Mayor, Harry W. Riling, to execute an Agreement with AM Electric Company LLC. For the Silvermine Elementary School Air Conditioning and Electrical Upgrades Project for a total not to exceed \$345,000. Funds are available in Acct. #09215010 5777 C0652.

2b. Authorize the NPS Facilities Department to issue Change Orders on this contract for a total of \$34,500. Funds are available in Acct. #09215010 5777 C0652.

E. PLANNING COMMITTEE

1. Approve the amendment to the Norwalk Citywide Plan: 2019-2029, Plan of Conservation and Development, to incorporate the East Norwalk Neighborhood TOD Plan and authorize the Mayor, Harry W. Riling, to execute the amended Plan and all associated documentation.

F. COMMUNITY SERVICES AND PERSONNEL COMMITTEE

- | | |
|---|--------------------------|
| 1. Approval of and Vote on Collective Bargaining Agreement Settlements. | EXECUTIVE SESSION |
| 2. Approval of and Vote on Ordinance Salary Schedule Adjustments. | EXECUTIVE SESSION |

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

BIKE WALK COMMISSION	M/C	Norwalk Code 20-01
SAM EBERT (D) 27 First Street Norwalk, CT 06855		Term Expires – 06/30/2021 Replaces Deborah Lewis

REAPPOINTMENTS

PENSION BOARD	M/C	Norwalk Code Appx II
FRANK NASH (D) 15 Parkview Road Norwalk, CT 06853		Term Expires – 09/01/2025

JAMES HENDRICKSON (R) 59 Bluff Avenue Norwalk, CT 06853		Term Expires – 09/01/2025
--	--	---------------------------

RICHARD BASKIN (U) 20 Roton Avenue Norwalk, CT 06853		Term Expires – 09/01/2025
---	--	---------------------------

TREE ADVISORY	M/C	Norwalk Code 112-3B
ERICA KIPP (R) 122 Partrick Avenue Norwalk, CT 06851		Term Expires – 07/01/2023

RICHARD WHITEHEAD 53 Maple Street Darien. CT 06855		Term Expires – 07/01/2023
---	--	---------------------------

CINDY COSSUTO (R) 200 North Taylor Avenue Norwalk, CT 06854		Term Expires – 07/01/2023
--	--	---------------------------

NORWALK PARKING AUTHORITY	M/C	Norwalk Code 73A
JUDSON R. ALEY (D) 27 Split Rock Road Norwalk, CT 06854		Term Expires – 03/31/2025

**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**

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at norwalkct.org/meetings Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.

Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.

Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.

Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Donna King at dking@norwalkct.org to provide written public comment prior to the meeting.

**CITY OF NORWALK
COMMON COUNCIL
SEPTEMBER 8, 2020
VIA TELECONFERENCE**

Mayor Rilling called the meeting to order at 7:36 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. King read the announcement and called the Roll.

The following Common Council members were present:

Council at Large:	Mr. Gregory Burnett Mr. Manny Langella Ms. Barbara Smyth	Ms. Dominique Johnson Mr. Nicholas Sacchinelli
District A:	Mr. David Heuvelman	Mr. Kadeem Roberts
District B:	Ms. Darlene Young	
District C:	Mr. John Kydes	Mr. George Theodoridis
District D:	Mr. George Tsiranides	Mr. Tom Keegan
District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan

At Roll Call there were fourteen (14) Common Council members present and one (1) absent (Mr. Dumas). A Quorum was present.

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

II. ACCEPTANCE OF MINUTES

Regular Meeting: August 25, 2020

**** MS. SMYTH MOVED TO APPROVE THE MINUTES S PRESENTED**

**** MOTION PASSED UNANIMOUSLY BY VOICE VOTE**

III. PUBLIC PARTICIPATION

Mr. Stuart Garrelick started to speak about a topic not on this evening's agenda. Mayor Rilling explained to him that the only items allowed to be discussed during public participation are items on the agenda. He told him that he could send his comments and statement to members of the Common Council and that he could reach out to Ms. King, City Clerk.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS RESIGNATIONS:

APPOINTMENTS: There were none.

REAPPOINTMENTS: There were none.

MAYOR'S REMARKS:

Mayor Rilling announced that City Hall re-opened today by appointment only.

Several counties in the State are seeing increases in COVID-19 cases and Norwalk needs to continue to do what is needed to stay safe. He said he has a meeting tomorrow to discuss youth sports. Mayor Rilling said he is trying to get clarification on high risk sports.

Mayor Rilling said that the free meal distribution for school aged children will continue until the end of 2020 from noon to 2:00 p.m. at various sites.

On September 9, 2020, CT Food Bank will conduct a drive through food distribution at Veterans Park.

Schools opened today and Mayor Rilling wished everyone a successful year. He noted that it is a challenge and thanked all school staff for adjusting so rapidly.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Ms. Smyth commended the new Superintendent of Schools, Dr. Estrella for making every effort to visit every school.

B. CONSENT CALENDAR:

**** MS. JOHNSON MOVED THE FOLLOWING CONSENT CALENDAR:**

**VII.A.1, VII.A.2A, VII.A.2B, VII.A.3A, VII.A.3B, VII.A.4, VII.A.5A,
VII.A.5B, VII.A.6, VII.A.7, VII.A.8. VII.B.1A, VII.B.1B, VII.B.2, VII.B.3A,
VII.B.3B, VII.B.5, VII.C.1A, VII.C.1B, VII.C.2A, VII.C.2B, VII.C.3A,
VII.C.3B**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

**1. APPROVE THE INCREASE OF THE SOLID WASTE TIP FEE FROM
\$85/TON TO \$90/TON SET BY THE DEPARTMENT OF PUBLIC
WORKS FEE SCHEDULE.**

2A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH TITAN ENTERPRISES, INC. FOR PROJECT TMP 2020- 1 ADA ACCESS AND SIDEWALK REPLACEMENT AT CITY HALL AND THE HEALTH DEPARTMENT FOR A SUM NOT TO EXCEED \$215,775.00. ACCOUNT NO. 09 17 1000 5777 C0536 09 18 1000 5777 C0536 09 17 4021 5777 C0581 09 18 4021 5777 C0581 09 20 4021 5777 C0581

2B. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS TO EXECUTE ORDERS ON THE CONTRACT WITH TITAN ENTERPRISES, INC. FOR PROJECT TMP 2020-1 ADA ACCESS AND SIDEWALK REPLACEMENT AT CITY HALL AND THE HEALTH DEPARTMENT FOR A SUM NOT TO EXCEED \$21,577.50. ACCOUNT NO. 09 17 1000 5777 C0536 09 18 1000 5777 C0536 09 17 4021 5777 C0581 09 18 4021 5777 C0581 09 20 4021 5777 C0581

3A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH SAFETY MARKINGS, INC. FOR PROJECT TMP 2020- 2 PROPOSED PAVEMENT MARKING, SYMBOLS AND LEGENDS AT VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED \$128,935.00. ACCOUNT NO. 09 18 4021 5777 C0562 09 19 4021 5777 C0562 09 20 4121 5777 C0562 09 18 4021 5777 C0598 09 19 4121 5777 C0598 09 20 4121 5777 C0598

3B. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS TO EXECUTE ORDERS ON THE CONTRACT WITH SAFETY MARKINGS, INC. FOR PROJECT TMP 2020-2 PROPOSED PAVEMENT MARKINGS, SYMBOLS AND LEGENDS AT VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED \$12,893.00. ACCOUNT NO. 09 18 4021 5777 C0562 09 19 4021 5777 C0562 09 20 4121 5777 C0562 09 18 4021 5777 C0598 09 19 4121 5777 C0598 09 20 4121 5777 C0598

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A FOURTH AMENDMENT TO THE AUGUST 28, 2007 AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF NORWALK AND A. DICESARE ASSOCIATES, P.C., REGARDING THE EAST AVENUE RECONSTRUCTION PROJECT, FOR AN AMOUNT NOT TO EXCEED \$91,000.00 IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES DATED JULY 27, 2020. ACCOUNT NO. 09 11 4021 5777 C0471 09 12 4021 5777 C0471 09 19 4021 5777 C0471 09 20 4021 5777 C0471 09 21 4021 5777 C0471

5A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND M. RONDANO, INC. FOR PROJECT DRG2020-1 ON-CALL DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED \$954,320.00. ACCOUNT NO. 09 10 4027 5777 C0302 09 20 4027 5777 C0302 09 21 4027 5777 C0302 09 18 4021 5777 C0021 09 19 4021 5777 C0021 09 20 4021 5777 C0021 09 19 4021 5777 C0318 09 21 4021 5777 C0318

5B. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS, TO EXECUTE ORDERS ON THE CONTRACT WITH M. RONDANO, INC. FOR PROJECT DRG2020-1 ON-CALL DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED \$95,500.00. ACCOUNT NO. 09 10 4027 5777 C0302 09 20 4027 5777 C0302 09 21 4027 5777 C0302 09 18 4021 5777 C0021 09 19 4021 5777 C0021 09 20 4021 5777 C0021 09 19 4021 5777 C0318 09 21 4021 5777 C0318

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND AHNEMAN KIRBY, LLC FOR ON-CALL SURVEYING SERVICES. THE AGREEMENT IS FOR A PERIOD OF ONE (1) YEAR AT A SUM NOT TO EXCEED \$120,000.00 WITH AN OPTION TO EXTEND FOR TWO (2) ADDITIONAL TERMS FOR ONE (1) YEAR EACH. ACCOUNT NO. 09 10 4027 5777 C0302 09 20 4027 5777 C0302 09 21 4027 5777 C0302 09 18 4021 5777 C0021 09 19 4021 5777 C0021 09 20 4021 5777 C0021 09 19 4021 5777 C0318 09 21 4021 5777 C0318 09 06 4021 5777 C0315 09 20 4027 5777 C0643 01 40 30 5258

7. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A MAINTENANCE AGREEMENT BETWEEN THE CITY OF NORWALK AND METROPOLITAN REALITY ASSOCIATES, LLC FOR THE MAINTENANCE OF THE FENCE INSTALLED ON THE EXISTING RETAINING WALL WITHIN THE CITY RIGHT-OF-WAY ALONG THE LENGTH OF THE FRONTAGE OF THE PROPERTY LOCATED AT 1 BATES COURT ADJACENT TO DR. MARTIN LUTHER KING, JR. DRIVE.

8. AUTHORIZE THE MAYOR HARRY W. RILLING, TO EXECUTE THE GIFT LETTER IN ORDER TO DEMONSTRATE FORMAL ACCEPTANCE OF THE GIFT OF THE FENCE FROM THE LOCKWOOD MATHEWS MANSION MUSEUM.

B. HEALTH AND PUBLIC SAFETY COMMITTEE

1A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT GRANT FUNDS FROM THE DEPARTMENT OF JUSTICE UNDER THE FY2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, IN THE AMOUNT OF \$33,741.00.

1B. AUTHORIZE THE POLICE CHIEF, THOMAS E. KULHAWIK, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS AND AMENDMENTS THERETO AS MAY BE NECESSARY TO IMPLEMENT ALL PROGRAMS THROUGH THE FY2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PURSUANT TO SUCH GRANT FUNDING.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS OR AMENDMENTS AS MAY BE NECESSARY TO ACCEPT AND IMPLEMENT THE LIVESCAN DEVICE TRANSFER AGREEMENT BETWEEN THE STATE OF CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION AND THE NORWALK POLICE DEPARTMENT.

3A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT GRANT FUNDS FROM THE CONNECTICUT DEPARTMENT OF TRANSPORTATION UNDER THE FY 2021 DISTRACTED DRIVING HIGH VISIBILITY ENFORCEMENT GRANT, IN THE AMOUNT NOT TO EXCEED \$50,000.00.

3B. AUTHORIZE THE POLICE CHIEF, THOMAS E. KULHAWIK, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS AND AMENDMENTS THERETO AS MAY BE NECESSARY TO IMPLEMENT ALL PROGRAMS THROUGH TO FY 2021 DISTRACTED DRIVING HIGH VISIBILITY ENFORCEMENT GRANT, PURSUANT SUCH GRANT FUNDING.

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS OR AMENDMENTS AS MAY BE NECESSARY TO IMPLEMENT THE PROJECT, UTILIZING COMMUNITY HEALTH WORKERS IN NORWALK COVID-19 RESPONSE, BETWEEN THE CONNECTICUT HEALTH FOUNDATION, INC., THE FAMILY AND CHILDREN'S AGENCY, INC., AND THE CITY OF NORWALK FOR THE PERIOD SEPTEMBER 1, 2020 TO FEBRUARY 28, 2021.

C. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH A.V. TUCHY, INC. FOR THE INSTALLATION OF AN ELEVATOR AT THE NORWALK MUSEUM FOR A TOTAL NOT TO EXCEED \$469,978.00. ACCT. # 0919/206363 5777 C0549

1B. AUTHORIZE THE HISTORICAL COMMISSION TO EXECUTE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED \$47,000.

2A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH ANTINOZZI ASSOCIATES, P.C. TO PROVIDE ARCHITECTURAL DESIGN SERVICES FOR THE NARAMAKE ELEMENTARY SCHOOL – KITCHEN ADDITION PROJECT FOR A TOTAL NOT TO EXCEED \$239,200.00 ACCT. #09215010 5777 C0788.

2B. AUTHORIZE TO ESTABLISH A CONTINGENCY FOR ADDITIONAL SERVICES AS MAY BE REQUIRED FOR A TOTAL NOT TO EXCEED \$23,920.00.

3A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH ANTINOZZI ASSOCIATES, P.C. TO PROVIDE ARCHITECTURAL DESIGN SERVICES FOR THE CRANBURY ELEMENTARY SCHOOL NEW CONSTRUCTION PROJECT FOR A TOTAL NOT TO EXCEED \$1,824,000.00 ACCT. #09215010 5777 C0786.

3B. AUTHORIZE TO ESTABLISH A CONTINGENCY FOR ADDITIONAL SERVICES AS MAY BE REQUIRED FOR A TOTAL NOT TO EXCEED \$91,200.00.

**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MR. HEUVELMAN; MR. ROBERTS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN; MS. SMYTH)**

VII. COMMON COUNCIL COMMITTEES

C. HEALTH AND PUBLIC SAFETY COMMITTEE

**** MR. SACCHINELLI MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT FUNDS FROM THE CONNECTICUT DEPARTMENT OF PUBLIC HEALTH IN THE AMOUNT OF \$493,298, FOR THE PERIOD BEGINNING MAY 19, 2020**

September 8, 2020

Common Council

Page 7

Via Teleconference

**THROUGH NOVEMBER 17, 2022 FOR THE ENHANCED DETECTION,
RESPONSE, SURVEILLANCE AND PREVENTION OF COVID-19**

Mr. Sacchinelli explained the item and said that this comes at an ideal time because the Health Department implemented a lot of services.

Ms. D'Amore, Director of Health said the funds would be allocated over a 30-month period. She said they will be able to determine how to use the funds to support their services related to COVID-19.

**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MR. HEUVELMAN; MR. ROBERTS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN; MS. SMYTH)**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were none.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none.

X. SUSPENSION OF RULES

There were none.

XI. ADJOURNMENT

**** MR. TSIRANIDES MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY BY VOICE VOTE**

There was no further business and the meeting was unanimously adjourned at 8:00 p.m.

ATTEST: _____
Donna King, City Clerk

Sam Ebert

27 1st St
Norwalk, CT 06855
215-908-0138
samcebert@gmail.com

Experience

Cannondale Bicycles – Global Product Manager

July 2018 - Current
Wilton, CT

- Oversaw \$100million road bicycle product line annual life-cycle.
- Spearheaded development of road and urban bicycles and ebikes, as well as structured product specification and assortment for various international markets.
- Negotiated component pricing and streamlined component assortment to meet minimum order quantities and optimize lead-time, logistics, and assembly.
- Conducted market research by way of consumer surveying, social media data aggregation, competitive analysis, and engineering benchmarking.
- Collaborated with engineering and design departments to deliver safe, attractive, and high-performance product to end user.
- Travelled internationally to visit suppliers and attend trade shows, as well as present product launches to media, international distributors and consumers.
- Contributed to 10 year product roadmap, including projects outside of cycling industry.

Junto Cycle Works - Product Manager & Founder

August 2016 – June 2018
Philadelphia, PA

- Co-founded start-up focusing on mobility and alternative transportation.
- Identified needs of consumer to structure product design and specifications through surveys, interviews, competitor analysis, and history of work in industry.
- Tested and selected mechanical and electronic components that best accommodated the needs and demands of target consumer demographic and financial model.
- Established relationships and coordinated with multiple team members from OEM manufacturers and suppliers in China, Taiwan, Estonia, and USA.
- Oversaw production in China and attended trade shows in Taiwan and Germany to research emerging technologies and trends, as well as conduct meetings with partner businesses.
- Collaborated with contracted marketing firm to create digital marketing strategy, curate content, structure ad placement, and preserve brand identity and authenticity.
- Worked closely with designer and engineer to actualize and deliver product to market within target price and time-frame.

Wissahickon Cyclery/Engin Cycles– Service Manager/Frame Asst.

May 2013 – March 2016
Philadelphia, PA

Cadence Cycling and Multi-sport – Mechanical Services/Coaching Asst.

March 2016-March 2017
Philadelphia, PA

Education + Leadership

Kenyon College - BA, Studio Art

August 2010 - May 2014
Gambier, OH

Kenyon College Bicycle Cooperative – Founder + President

August 2010 - May 2014
Gambier, OH

Cycling Sports Group Community Outreach– Transportation Committee Member

May 2020 – Current
Wilton, CT

AGENDASEPTEMBER 10TH, 2020CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:BILL No & AMOUNT REFUNDEDREASON**MOTOR VEHICLE**

ACAR LEASING LTD	18-MV-300405 (\$524.88)	PRORATION
ALVARADO JOSE L	19-MV-302040 (\$16.34)	PRORATION
BAKER KEITH WILLIAM	19-MV-304319 (\$558.29)	PRORATION
BELIVEAU SHAUNA ROSE	19-MV-305487 (\$106.22)	PRORATION
BERKOWITZ NANCY	18-MV-305766 (\$157.17)	PRORATION
BLANCO-HIDALGO ANDY A	19-MV-306423 (\$45.73)	PRORATION
BRASCHI PAUL E	19-MV-307291 (\$176.62)	PRORATION
BURGESS MARY E	19-MV-308263 (\$42.69)	PRORATION
BURNES EUGENE G	19-MV-308308 (\$17.50)	PRORATION
CAB EAST LLC	18-MV-308856 (\$308.94)	PRORATION
	18-MV-308977 (\$205.67)	PRORATION
	18-MV-401905 (\$125.66)	PRORATION
CALDERON AGUILAR KENDAL OTTONIEL	19-MV-309539 (\$70.73)	PRORATION
CARBO LUZ MARINA	19-MV-310193 (\$62.89)	PRORATION
CCAP AUTO LEASE LTD	19-MV-311614 (\$64.20)	PRORATION
COURVILLE RICHARD F	19-MV-314901 (\$97.05)	PRORATION
COURVILLE SERVICES LLC	19-MV-314911 (\$88.53)	PRORATION
CROWELL ROBERT DEWITT	19-MV-315191 (\$30.54)	PRORATION
DECAUSEY STACY F	19-MV-316809 (\$359.86)	PRORATION
DEGARMO MATHEW L	19-MV-316926 (\$15.22)	PRORATION
DIESCHER DAVID L	19-MV-318144 (\$13.40)	PRORATION
DITORO GARY L	19-MV-318507 (\$67.79)	PRORATION
EK DENISE M	19-MV-320420 (\$76.57)	PRORATION
EMKAY INC TRUST	18-MV-320566 (\$24.92)	PRORATION

AGENDA**SEPTEMBER 10TH , 2020****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
FACCENDA LEONARD C JR	19-MV-321552 (\$46.49)	PRORATION
FARINA CARMEN	19-MV-321781 (\$21.94)	PRORATION
FUSION AUTO FINANCE LLC	19-MV-324440 (\$77.11)	PRORATION
GONZALEZ NUNEZ RODRIGO EFRAIN	19-MV-327182 (\$20.84)	PRORATION
GONZALEZ-OVIEDO JUAN	19-MV-327301 (\$39.49)	PRORATION
HALL DANIEL LESLIE	19-MV-328906 (\$180.72)	PRORATION
HALPIN ELIZABETH LOUISE	19-MV-328962 (\$36.85)	PRORATION
HARGRETT DAMIAN D	19-MV-329170 (\$39.26)	PRORATION
HENAO STEPHANIE	19-MV-329795 (\$22.88)	PRORATION
HINTON CHELSEA J	19-MV-330616 (\$11.27)	PRORATION
HONDA LEASE TRUST	19-MV-331203 (\$558.29)	PRORATION
	19-MV-331289 (\$380.70)	PRORATION
	19-MV-331390 (\$85.23)	PRORATION
HONDA LEASE TRUST	19-MV-SEE ATTACHED (\$671.22)	PRORATION
HOWARD KEVIN	19-MV-332174 (\$27.80)	PRORATION
HOWE JAMES JOSEPH	18-MV-331822 (\$20.46)	PRORATION
HUDAK WHITNEY R	18-MV-331922 (\$370.36)	PRORATION
HYUNDAI LEASE TITLING TRUST	19-MV-332652 (\$177.59)	PRORATION
HYUNDAI LEASE TITLING TRUST	19-MV-332667 (\$337.50)	PRORATION
	19-MV-332707 (\$117.03)	PRORATION
	19-MV-332810 (\$162.76)	PRORATION
HYUNDAI LEASE TITLING TRUST	19-MV-332631 (\$50.52)	PRORATION
JP MORGAN CHASE BANK NA	17+18-MV- SEE ATTACHED (\$1,810.45)	PRORATION
LANG SUTUSHTI	19-MV-338799 (\$133.74)	PRORATION

AGENDA**SEPTEMBER 10TH, 2020****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
LUCIANO BRENDA LUZ	19-MV-341257 (\$208.42)	PRORATION
MACIAS BROTHERS LANDSCAPING LLC	19-MV-341722 (\$54.35)	PRORATION
MACIAS-PAEZ AGUSTIN MITCHELL	19-MV-341743 (\$159.51)	PRORATION
MARINO MICHAEL J	19-MV-342732 (\$24.07)	PRORATION
MARTINEZ JUDITH	19-MV-343098 (\$136.66)	PRORATION
MCNULTY JULIE	18-MV-344041 (\$74.24)	PRORATION
MENDELSON KYLE THOMAS	18-MV-409682 (\$52.14)	PRORATION
MITCHELL OUTDOOR MAINTENCE	19-MV-346001 (\$218.19)	PRORATION
NARDELLA ANNA	19-MV-348085 (\$26.82)	PRORATION
NISSAN INFINIT LT	19-MV-348841 (\$129.04)	PRORATION
	19-MV-349355 (\$171.76)	PRORATION
	19-MV-349536 (\$228.91)	PRORATION
PIA MICHAEL T	18-MV-411471 (\$214.08)	PRORATION
RAMIREZ MARYORI LAEXANDRA	18-MV-355150 (\$644.09)	PRORATION
RANDENIYA ARACHCHIGE DON	19-MV-355868 (\$41.54)	PRORATION
REYES-MONTENEGRO JUVENTINO	19-MV-356597 (\$38.95)	PRORATION
ROSSI KEELEY MARIE	19-MV-358640 (\$26.65)	PRORATION
RUDA JOHN J	19-MV-358849 (\$57.43)	PRORATION
SELSKY NATHAN A	19-MV-361342 (\$112.69)	PRORATION
SOUZA NAYARA I	19-MV-362864 (\$77.36)	PRORATION
STELLABOTTE FRANK	19-MV-363943 (\$21.06)	PRORATION
STEVE DUMAS ROOFING	19-MV-364006 (\$54.32)	PRORATION
STOYANOV KONSTANTIN V	19-MV-364249 (\$13.49)	PRORATION
	19-MV-364250 (\$27.40)	PRORATION
SUCRE FRANCISCO J	19-MV-364468 (\$34.03)	PRORATION

AGENDA**SEPTEMBER 10TH, 2020****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
SULLIVAN FRANK J JR	19-MV-364520 (\$39.07)	PRORATION
TANDAZO JOSE MANUEL	19-MV-356101 (\$25.01)	PRORATION
THOMAS WILLIAM GEORGE JR &		
THOMAS MICHELE	19-MV-366013 (\$36.43)	PRORATION
TOYOTA LEASE TRUST	19-MV-367723 (\$681.13)	PRORATION
	19-MV-367749 (\$694.04)	PRORATION
TOYOTA LEASE TRUST	19-MV-367109 (\$251.37)	PRORATION
TOYOTA LEASE TRUST	19-MV-367641 (\$570.53)	PRORATION
TOYOTA LEASE TRUST	18-MV-414081 (\$540.40)	PRORATION
TOYOTA LEASE TRUST	17-MV-366171 (\$739.23)	PRORATION
TOYOTA LEASE TRUST	19-MV-367549 (\$451.43)	PRORATION
	19-MV-367719 (\$56.82)	PRORATION
	19-MV-367945 (\$436.55)	PRORATION
VAULT TRUST	19-MV-370075 (\$131.59)	PRORATION
VAGNONE RICHARD C	19-MV-369121 (\$61.64)	PRORATION
VCFS AUTO LEASING CO	18-MV-369639 (\$295.47)	PRORATION
VW CREDIT LEASING LTD	19-MV-SEE ATTACHED (2,509.84)	PRORATION
VW CREDIT LEASING LTD	19-MV-371655 (\$252.45)	PRORATION
VW CREDIT LEASING LTD	19-MV-371486 (\$358.55)	PRORATION
	19-MV-371681 (\$542.80)	PRORATION
VW CREDIT LEASING LTD	18-MV-371104 (\$329.80)	PRORATION
	18-MV-371118 (\$47.83)	PRORATION
	18-MV-371260 (\$20.28)	PRORATION
VW CREDIT LEASING LTD	18-MV-371125 (\$158.76)	PRORATION

AGENDA

SEPTEMBER 10TH, 2020

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
	18-MV-371265 (\$154.73)	PRORATION
VW CREDIT LEASING LTD	18-MV-370787 (\$55.53)	PRORATION
	18-MV-371076 (\$73.03)	PRORATION
	18-MV-415284 (\$175.04)	PRORATION
WERTZ GREGORY R	19-MV-372629 (\$43.08)	PRORATION
WILBERG KENNETH	19-MV-372982 (\$160.97)	PRORATION
	19-MV-372979 (\$108.01)	PRORATION
WRENTZ DARLENE	19-MV-373710 (\$40.50)	PRORATION
ZWIRKO JERZY	19-MV-374717 (\$92.52)	PRORATION

REAL ESTATE

AG 445 FLAX HILL RD LLC

445 FLAX HILL RD

5-72-6-0	18-RE-100612 (\$117.09)	WEBSITE ERROR
----------	-------------------------	---------------

WARFIELD LAURIE

4 VAN ZANT ST

3-36-7-A9	18-RE-107168 (\$101.48)	OVER PAYMENT
-----------	-------------------------	--------------

<u>BILL NO.</u>	<u>REG NO</u>	<u>VIN NO.</u>		<u>CREDIT</u>	<u>REASON</u>
19-371486	2AEDU2	WAUWF AFCXHN023846	\$	358.55	PRORATION
19-371527	AU56526	WA1BNAFY8K2059764	\$	177.40	PRORATION
19-371594	AH69868	WVGBV7AXXHK026759	\$	192.81	PRORATION
19-371604	AT21324	WAUFGAFC3GN187063	\$	538.08	ABATEMENT
19-371666	AG09643	WAUANAF48HN010714	\$	504.05	ABATEMENT
19-371681	AR24387	1V2GR2CA1JC520307	\$	542.88	ABATEMENT
19-371729	AK28969	WA1BNAFY1J2015460	\$	196.07	PRORATION
		TO BE REFUNDED	\$	2,509.84	

<u>BILL NO.</u>	<u>REG NO</u>	<u>VIN NO.</u>	<u>CREDIT</u>	<u>REASON</u>
19-331564	AH60055	19UUB3F53HA002137	\$ 177.77	PRORATION
19-331622	AJ60828	5FRYD4H55HB036664	\$ 232.49	PRORATION
19-331630	AK05861	3CZRU6H70HM726119	\$ 106.62	PRORATION
19-331676	969YUE	5J8TB4H77HL030480	\$ 154.34	PRORATION
		TO BE REFUNDED	\$ 671.22	

REF REQ
MAILED
7-30-20

JP MORGAN

BILL	PLATE	VIN	AMOUNT
17-334495	AH57239	4S3GKAA62H3609845	\$ 97.14
17-334599	AD07457	JM1BM1T7XG1314268	\$ 147.59
17-335032	0AUDU6	SALVP2BG6FH045051	\$281.78
17-335249	2ANSM5	4S3BNAL64F3028262	\$ 408.84
18-335423	AA83956	SALWR2VF5FA618225	\$612.85
18-334696	AH04664	4S4BSENC2H3316895	\$103.12
18-33642	AC96557	4S4BSANC6G3301744	\$159.13
TOTAL			\$ 1,810.45



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

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

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

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: September 3, 2020
Re: Narrative for August 2020 Tax Collector's Reports (2 qty)

As with July, there are two reports for the month of August, 2020. We are providing information on both the prior fiscal year's levy (2018 grand list), as well as the current year's levy (2019 grand list). Next month, there will be only one report, as August 31 concluded our reporting for 60 days after the close of the fiscal year.

As of the end of August, 2020, we had collected nearly \$155 million, or **44.21%** of our \$350+ million adjusted current tax levy on the 2019 grand list. We also collected just short of \$329 million, or **98.72%**, of our \$333+ million adjusted tax levy on last fiscal year's prior (2018) grand list. As we cautiously hoped last month, the July figures exceed our conservatively budgeted collection rate of 98.6% for last year's collection in FYE 2020. Nonetheless, as expected, this rate for FYE 2020 is still significantly less than (-0.32%) what we collected in the prior year (FYE 2019). Looking again at the current collection, through the end of July 2020, we are down significantly from last fiscal year (-7.22%).

This is attributed to COVID 19 in general, and to the extended grace period authorized by the state and the Norwalk Common Council. Most Norwalk taxpayers will have until Thursday, October 1, 2020 to pay their July 1 tax installment without interest. We will not be able to accurately assess where we stand until later this fall, when the extended grace period is concluded – after October 1.

As of the end of August, 2020, we collected more than \$7.6 million of our sewer use levy, or **45.42%**. We also collected 51.67% of the year's IPP (Industrial Pretreatment Program) fee on behalf of the Water Pollution Control Authority. Compared with the prior fiscal year, we are slightly behind with regard to sewer use collections (-2.27%) and more significantly behind with the IPP fee (-19.2%). Because the IPP fee is billed on the business personal property bill, it stands to reason the drop would be more substantial there, as businesses are taking advantage of the extended grace period. Again, we will know better where we stand, and we expect these numbers to smooth out, after October 1.

With regard to prior years' collections, through August, 2020, we showed a net collection of \$1,148,954 in back taxes, interest, lien fees and other fees, which is only about \$14,000 less than we collected in the prior fiscal year. This figure is net, meaning we lost some prior year revenue due to recent settlements of court cases initiated by taxpayers who appealed their tax assessments.

To date, we have collected in excess of \$3 million on our tax sale properties. 84 of the accounts we began working on in November 2019 have paid in full. Our tax sale, which was scheduled for July 20, was put on hold and will not be rescheduled until we get word from the state of Connecticut that tax sales will again be permitted. We have continued to work on the sale, although in the background. The planned tax sale has been a significant factor in stabilizing our tax collections, in spite of the effects of the pandemic. Were it not for the planned sale,

our collections from the prior fiscal year would have been significantly lower, and it is possible we might not have achieved our budgeted collection rate.

Taxpayers are reminded that the extended grace period authorized by Mayor Harry Rilling and the Common Council will come to an end on **Thursday, October 1, 2020**. That is the “last day to pay” the July 2020 tax installment without penalty. Payments received on Friday, October 2, and payments postmarked on or after October 2 will incur interest at the rate of 1.5% per month from the July 1 due date. That means a taxpayer coming to the window on October 2, or mailing a payment that is postmarked October 2 or later, will incur **6% interest** – 1.5% per month for four months (July through October) as a portion of a month is considered a full month. Interest is charged on all late payments without exception, per state law. We will do our best to remind taxpayers of the end of the grace period through the media, the website, and other means.

As we discussed last month, another factor in the drop in current collections is that Connecticut motor vehicle registrations are now valid for three years instead of only two. Prior to COVID, when the change to the vehicle registration cycle was announced, we predicted it would result in a steep drop in motor vehicle tax collections. The primary intent of the proposal was to reduce the number of customers going in to DMV branches, but it is having an ancillary effect. A significant number of taxpayers pay their vehicle taxes only when compelled to do so - because they are unable to register a vehicle at the state Department of Motor Vehicles until they bring their local motor vehicle property taxes current. This will be an ongoing issue in the years to come, as people will basically be able to go longer (three years, instead of two) without bringing their vehicle taxes current.

Our office has remained staffed throughout the pandemic as we work under COVID 19 restrictions. We adhere to distancing directives, including wearing masks and remaining six feet apart. City Hall is reopening to the public “by appointment only” after Labor Day Weekend, but our office will continue to be “open” at the payment station in the front of the City Hall building, from 9 am to 4 pm Monday through Friday, with no appointment needed.

In spite of the pandemic, taxpayers still can pay their property taxes by mail, over the telephone, online, or in person at the walk up window at City Hall. Information is available on the tax collector’s home page of the city website, www.norwalkct.org/taxcollector. When paying online, they may use an electronic check (ACH payment), or a debit, credit or ATM card. The cost of an electronic check is only \$0.95. We are encouraging taxpayers to consider using this as a convenient, cost effective and safe alternative that avoids the delays inherent in mailing payment and allows for a contact-less transaction.

Our collections, and all of our operations, remain significantly impacted by the closure of the building since mid March 2020, and the other effects of Covid 19. We have attempted to mitigate the drop in collections and to work around restrictions, including advertising payment options, communicating through the city website and social media, and opening the walk up window. We consider ourselves ‘essential’ in terms of both function and service. We will continue to update our website with our hours of operation and other matters. I will keep everybody informed, and do whatever is necessary to fulfill our obligations.

**TAX COLLECTOR'S REPORT
AUGUST 2020**

FISCAL YEAR 2020-2021 (2019 GRAND LIST)		ADJ. TAX COLLECTIONS JUN 20 - AUG 20		COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
ORIGINAL LEVY							
AUTOMOBILE-REGULAR	\$20,760,190.24	\$12,392,857.05		59.70%	\$20,655,737.77	(\$104,452.47)	60.00%
PERSONAL PROPERTY	\$20,000,411.00	\$8,745,242.14		43.73%	\$19,993,738.16	(\$6,672.84)	43.74%
REAL ESTATE	\$310,928,205.46	\$133,772,958.70		43.02%	\$309,768,732.94	(\$1,159,472.52)	43.18%
TOTAL TAX	\$351,688,806.70	\$154,911,057.89		44.05%	\$350,418,208.87	(\$1,270,597.83)	44.21%
SEWER USE	\$16,883,967.00	\$7,673,274.38		45.45%	\$16,894,741.00	\$10,774.00	45.42%
IPP FEE	\$200,500.00	\$104,112.12		51.93%	\$201,500.00	\$1,000.00	51.67%
FISCAL YEAR 2019-2020 (2018 GRAND LIST)							
ORIGINAL LEVY		JUN 19 - AUG 19					
AUTOMOBILE-REGULAR	\$20,298,846.95	\$16,206,896.22		79.84%	\$20,082,624.80	(\$216,222.15)	80.70%
PERSONAL PROPERTY	\$18,801,474.70	\$9,754,093.51		51.88%	\$18,780,924.58	(\$20,550.12)	51.94%
REAL ESTATE	\$292,525,761.66	\$144,041,402.28		49.24%	\$291,677,841.83	(\$847,919.83)	49.38%
TOTAL TAX	\$331,626,083.31	\$170,002,392.01		51.26%	\$330,541,391.21	(\$1,084,692.10)	51.43%
SEWER USE	\$16,686,428.00	\$7,951,746.63		47.65%	\$16,675,817.00	(\$10,611.00)	47.68%
IPP FEE	\$203,250.00	\$147,936.08		72.79%	\$208,750.00	\$5,500.00	70.87%
TAX DIFFERENCE 2019 G.L. vs. 2018 G.L. INCREASE/(DECREASE)							
	\$20,062,723.39	(\$15,091,334.12)		-7.22%	\$19,876,817.66	(\$185,905.73)	-7.22%
SEWER DIFFERENCE 2019 G.L. vs. 2018 G.L. INCREASE/(DECREASE)							
	\$197,539.00	(\$278,472.25)		-2.21%	\$218,924.00	\$21,385.00	-2.27%
IPP DIFFERENCE 2019 G.L. vs. 2018 G.L. INCREASE/(DECREASE)							
	(\$2,750.00)	(\$43,823.96)		-20.86%	(\$7,250.00)	(\$4,500.00)	-19.20%
BACK TAXES COLLECTED	FISCAL YR 2020-2021 (JUL 20 - AUG 20)	FISCAL YR 2019-2020 (JUL 19 - AUG 19)	CUR YR vs. PRIOR YR INC/(DEC)				
PRIOR TAXES	\$820,783.68	\$856,316.32	(\$35,532.64)				
PRIOR SEWER USE FEE	\$61,965.27	\$46,211.71	\$15,753.56				
PRIOR IPP FEE	\$1,500.00	\$1,674.89	(\$174.89)				
TOTAL PRIOR TAX, SEWER & IPP	\$884,248.95	\$904,202.92	(\$19,953.97)				
CURRENT INTEREST	\$0.00	\$72,446.15	(\$72,446.15)				
PRIOR INTEREST	\$235,153.27	\$159,740.15	\$75,413.12				
SEWER USE FEE INTEREST	\$9,694.78	\$10,437.17	(\$742.39)				
IPP FEE INTEREST	\$334.89	\$398.23	(\$63.34)				
TOTAL INTEREST COLLECTED	\$245,182.94	\$243,021.70	\$2,161.24				
PRIOR LIEN FEE	\$0.00	\$3,715.96	(\$3,715.96)				
CURRENT LIEN FEE	\$4,089.65	\$0.00	\$4,089.65				
TOTAL LIEN FEE COLLECTED	\$4,089.65	\$3,715.96	\$373.69				
MISC FEES COLLECTED	\$15,432.36	\$11,958.56	\$3,473.80				
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$1,148,953.90	\$1,162,899.14	(\$13,945.24)				

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

ADT'L 60-DAY COLLECTION

TAX COLLECTOR'S REPORT
AUGUST 2020

FISCAL YEAR 2019-2020 (2018 GRAND LIST)		ADJ. TAX COLLECTIONS JUN 19 - AUG 20		COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY						
AUTOMOBILE-REGULAR	\$20,298,846.95	\$19,045,810.66		93.83%	\$19,877,540.93	(\$421,306.02)	95.82%
AUTOMOBILE-SUPPLEMENTAL	\$3,411,633.59	\$3,082,203.69		90.34%	\$3,398,541.08	(\$13,092.51)	90.69%
PERSONAL PROPERTY	\$18,801,474.70	\$18,049,152.47		96.00%	\$18,694,515.14	(\$106,959.56)	96.55%
REAL ESTATE	\$292,525,761.66	\$288,760,776.30		98.71%	\$291,247,099.92	(\$1,278,661.74)	99.15%
TOTAL TAX	\$335,037,716.90	\$328,937,943.12		98.18%	\$333,217,697.07	(\$1,820,019.83)	98.72%
SEWER USE	\$16,686,428.00	\$16,386,137.99		98.20%	\$16,582,171.30	(\$104,256.70)	98.82%
IPP FEE	\$203,250.00	\$179,115.84		88.13%	\$205,500.00	\$2,250.00	87.16%
FISCAL YEAR 2018-2019 (2017 GRAND LIST)		ADJ. TAX COLLECTIONS JUN 18 - AUG 19					
	ORIGINAL LEVY						
AUTOMOBILE-REGULAR	\$19,785,892.64	\$18,654,499.17		94.28%	\$19,364,489.53	(\$421,403.11)	96.33%
AUTOMOBILE-SUPPLEMENTAL	\$3,590,970.07	\$3,224,836.11		89.80%	\$3,505,969.86	(\$85,000.21)	91.98%
PERSONAL PROPERTY	\$21,248,718.54	\$20,646,000.41		97.16%	\$21,243,560.76	(\$5,157.78)	97.19%
REAL ESTATE	\$280,979,420.26	\$279,505,770.07		99.48%	\$281,043,872.60	(\$511,561.10)	99.45%
TOTAL TAX	\$325,605,001.51	\$322,031,105.76		98.90%	\$325,157,892.75	(\$1,023,122.20)	99.04%
SEWER USE	\$15,844,431.00	\$16,133,384.95		101.82%	\$16,272,566.00	\$428,135.00	99.14%
IPP FEE	\$207,250.00	\$184,017.01		88.79%	\$207,000.00	(\$250.00)	88.90%
TAX DIFFERENCE 2018 G.L. vs. 2017 G.L.							
INCREASE/(DECREASE)	\$9,432,715.39	\$6,906,837.36		-0.72%	\$8,059,804.32	(\$796,897.63)	-0.32%
SEWER DIFFERENCE 2018 G.L. vs. 2017 G.L.							
INCREASE/(DECREASE)	\$841,997.00	\$252,753.04		-3.62%	\$309,605.30	(\$532,391.70)	-0.33%
IPP DIFFERENCE 2018 G.L. vs. 2017 G.L.							
INCREASE/(DECREASE)	(\$4,000.00)	(\$4,901.17)		-0.66%	(\$1,500.00)	\$2,500.00	-1.74%

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION



To: Members of the Finance Committee
From: Laurie Iffland, Director of Library Technical Services
Karen Del Vecchio, Director of Information Technology
Subject: Norwalk Public Library Integrated Library System Cloud Migration
Date: September 3, 2020

The Norwalk Public Library Systems provides the Norwalk Community with more than 213,000 items including books, periodicals, media, and over 375,000 digital items including ebooks, streaming media, magazines and audiobooks to 53,549 library card holders.

Since 1999, the Library has used an automated Integrated Library System, or ILS, called Sierra from Innovative Interfaces. The ILS manages and supports every aspect of the Library's function including circulation, check-in and out, point of sale terminals, self-check kiosks, reservations, materials ordering and patron information. The ILS is available 24 hours a day as it both circulates physical content and authenticates patrons for downloadable e-content and database use. Sierra allows the staff to efficiently and effectively serve the public.

Currently, the ILS is an on-premise system located at the main library and consists of two servers.

In October of 2019, the Library Management Team and City IT staff met to review the possibility of migrating the ILS system from an on-premise implementation to the Sierra vendor's Cloud. Benefits identified included:

- automatic updates and upgrades at the least-used times, saving Library staff time.
- data protection that will continuously monitor and protect the patron's account.
- identity and access controls to ensure that only authorized users can access the collection and patron data.
- Daily backup and archive in accordance with State requirements saving staff time.

- enhanced reliability and service availability with automatic failover of servers.
- automatic scalability up or down when storage needs fluctuate.
- financial savings of the capital outlay (approximately \$25,000) every 5 years to replace the 2 on-premise servers plus electricity and storage space.

The majority of Fairfield County libraries have migrated to the Sierra Cloud offering. Since October, the Library staff has researched the satisfaction levels and success of other Connecticut libraries similar in size and scope to Norwalk who have migrated to the Sierra Cloud. In addition, City IT vetted the cloud solution provisions with Innovative technical staff. While Covid-19 closures have delayed these activities, at this time, we are confident in the decision to move forward with migrating the Norwalk Library to the Sierra cloud.

With the Library slated to undertake a substantial expansion and renovation, this is an optimal time to implement a more scalable, reliable, and technically advanced solution in preparation. Moreover, Innovative has been encouraging all of its clients to migrate to the cloud and has provided promotional pricing for the migration professional services.

Below is the estimated three year cost for cloud services:

	Support	Migration	Cloud Hosting	Total	
Year 1 FY20-21	\$46,590.00	\$6,600.00	\$6,800.00	\$59,990.00	Year 1
5% increase	\$48,919.50		\$7,140.00	\$56,059.50	Year 2 optional
5% increase	\$51,365.48		\$7,497.00	\$58,862.48	Year 3 optional

The Support and Cloud Hosting cost of this service is in the City IT operating budget for the current year and will be requested in the operating budget in the out years.

Migrating the Library ILS to the Cloud was unanimously approved by the ITT Committee at its September 2, 2020 meeting.

The specific action requested is:

Authorize the Mayor, Harry W. Rilling, to execute a 12 month Agreement with 2 one-year optional extensions with Innovative Interfaces Solutions, a sole source provider, for Integrated Library System Cloud Hosting Services and Maintenance/Support for the Norwalk Public Library for an amount not to exceed \$59,990.00, account 011370-5742 (budgeted operating expense, no special appropriation required) and forward onto the Common Council for further action.

Att: Sole Source Document
ITT Approval Forms



City of Norwalk
Information Technology Department

125 East Ave., Rm203

Norwalk, CT 06850

Phone: 203-854-7714

Fax: 203-854-7803

ITT Request Form



Library III Sierra Cloud Hosted ILS

Request Number: Lib20-1

Modification Number : 0

Date of Request: 2-Sep-20

FUNDED IN CURRENT CAPITAL OR EXPENSE BUDGET: YES

CONSISTENT WITH CITY TECHNOLOGY PLAN:

Yes

BUDGET ACCOUNT: 011370-5742

VENDOR DATA

Innovative Interfaces Inc.

proposals dated 8/19/2020

1900 Powell St. Ste 400

beatrice.pitocco@iii.com

Emeryville

CA

94608

PRICING INFORMATION

QTY.	DESCRIPTION	MAKE	MODEL	PRICE/UNIT	EXT PRICE
1	12 months of support			\$46,590.00	\$46,590.00
1	Migration professional services			\$6,600.00	\$6,600.00
1	12 months of hosting 46590			\$6,800.00	\$6,800.00
					\$0.00
					\$0.00
				Shipping	
				Total Price	\$59,990.00

Date Presented: 2-Sep-20

Date Approved: 2-Sep-20

PROJECT Sierra Cloud Solution

ITT Signature:

Karen Del Vecchio

SOLE SOURCE PROCUREMENT REQUEST

Date - September 1, 2020

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

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

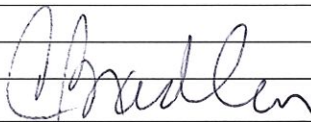
An integrated library system for circulation and authentication

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

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

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

Innovation Interfaces, Inc. is not only a leader in the field of integrated library systems, as a vendor of the stand alone version of this piece of software, they are the preeminent provider.



Department Head's Signature

The Purchasing Agent

Corporation Council

☒ Supports

☐ Does not support

☐ Supports

☐ Does not support

This request for a sole source purchase

Signature

Signature

Per the attached email, the supplier and service is a preexisting provider. Per IT and NPL, "this is a migration from on premise to cloud. Not bidding this out because we are not in a position to change vendors."

SOLE SOURCE PROCUREMENT

Definition.

A proprietary vendor or sole source, as generally understood is one whose product is the only one which will meet a particular need.

A contract may be awarded for a supply, service, or construction item without competition when the Purchasing Agent, and Corporation Counsel or a designee of either office determines in writing that there is only one source for the require supply, service or construction item.

Application.

The provisions of this Regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Policy on Emergency Procurements.

Conditions for Use of Sole Source Procurements.

Sole source procurements is not permissible unless a requirement is available from only a single supplier. A requirement for a particular proprietary item does not justify a sole source procurement if there is more than one potential bidder or offeror for that item. The following are examples of circumstances which could necessitate sole source procurement:

- (a) where the compatibility of equipment, accessories, or replacement parts is of paramount consideration ;
- (b) where the sole supplier's item is needed for trial use or testing;
- (c) where the sole supplier's item is to be produced for resale or donation.
- (d) where public utility services are to be used.

The determination as to whether a procurement shall be made as a sole source is to be made by the Purchasing Agent, based on written justification put forward by the requesting Department. Such determination and the basis thereof are to be in writing. The Agent may specify the application of such determination and the duration if its effectiveness.

The Purchasing Agent's determination is to be reviewed by Corporation Council and, if over \$3,000.00, approved by the Common Council.

In cases of reasonable doubt, competition should be solicited. Any request by a Department that a procurement be restricted to one potential contractor shall be accompanied by an explanation as to why no other will be suitable or acceptable to meet the need.

Negotiation In Sole Source Procurement.

The Purchasing Agent will conduct negotiations, as appropriate, as to price, delivery, and terms.

From: [Laurie Iffland](#)
To: [Conners, Sharon](#)
Cc: [Del Vecchio, Karen](#); [Christine Bradley](#)
Subject: IMPORTANT: Sole Procurement Form
Date: Tuesday, September 1, 2020 6:49:03 PM
Attachments: [image001.png](#)
[NPL_Sole_procurement_Form_III.pdf](#)

Sharon,

I have attached a sole source procurement form for your approval and then on to the Law Department! I have also included the emails to give you background on it. Karen Del Vecchio hopes to have this wrapped up by Friday to allow us on the September Finance Comm. meeting. If you need any information, please reach out, I am reading emails all day (and most of the night long)....

This is for our vendor that supplies our circulation system. We are looking to go to a cloud hosted solution.

Thank you!

Laurie Iffland
Director of Library Technology
Norwalk Public Library
One Belden Avenue
Norwalk, CT 06850
203-899-2780 ext 15114

From: Del Vecchio, Karen <KDelVecchio@norwalkct.org>
Sent: Tuesday, September 1, 2020 4:07 PM
To: Laurie Iffland <liffland@norwalkpl.org>
Subject: RE: Migration_NPL_V2

Yes, Sharon in Purchasing needs to sign off. From there, it goes to Law Dept for their signature. Sharon may need more info as she likely doesn't know who III is or why they are important.

Karen Del Vecchio
Director of Information Technology



City of Norwalk, Connecticut

203 854-7846 phone

203 854-7803 fax

kdelvecchio@norwalkct.org

The information contained in this electronic message may be legally privileged and confidential under applicable law, and is intended only for the use of the individual or entity named above. If the recipient of this message is not the above-named intended recipient, you are hereby notified that any dissemination, copy or disclosure of this communication is strictly prohibited. If you have received this communication in error, please purge the communication immediately without making any copy or distribution, Thank You.

From: Laurie Iffland
Sent: Tuesday, September 1, 2020 3:52 PM
To: Del Vecchio, Karen <KDelVecchio@norwalkct.org>
Subject: Re: Migration_NPL_V2

How about this? Should this go to Sharon Connors as well?

Laurie Iffland
Director of Library Technology
Norwalk Public Library
One Belden Avenue
Norwalk, CT 06850
203-899-2780 ext 15114

From: Del Vecchio, Karen <KDelVecchio@norwalkct.org>
Sent: Tuesday, September 1, 2020 3:33 PM
To: Laurie Iffland <liffland@norwalkpl.org>
Subject: RE: Migration_NPL_V2

I would check the first 2 boxes too... this is a migration from on premise to cloud. Not bidding this out because we are not in a position to change vendors.

Karen Del Vecchio
Director of Information Technology



City of Norwalk, Connecticut

203 854-7846 phone

203 854-7803 fax

kdelvecchio@norwalkct.org

The information contained in this electronic message may be legally privileged and confidential under applicable law, and is intended only for the use of the individual or entity named above. If the recipient of this message is not the above-named intended recipient, you are hereby notified that any dissemination, copy or disclosure of this communication is strictly prohibited. If you have received this communication in error, please purge the communication immediately without making any copy or distribution, Thank You.

From: Laurie Iffland

Sent: Tuesday, September 1, 2020 3:28 PM

To: Del Vecchio, Karen <KDelVecchio@norwalkct.org>

Subject: Re: Migration_NPL_V2

Karen,

Attached in the sole source procurement form. What am I missing?

Thank you.

Laurie Iffland
Director of Library Technology
Norwalk Public Library
One Belden Avenue
Norwalk, CT 06850
203-899-2780 ext 15114

From: Del Vecchio, Karen <KDelVecchio@norwalkct.org>

Sent: Tuesday, September 1, 2020 3:10 PM

To: Laurie Iffland <liffland@norwalkpl.org>

Subject: RE: Migration_NPL_V2

Hi Laurie,

III will want the library to sign a hosting agreement, even if it's just one year and year to year. It also protects the city to have a contractual service level agreement.

Do we even need the 5 year forecast chart in the memo? How should the language now read --

Authorize the Mayor, Harry W. Rilling, to execute a 12 month Agreement with 2 one-year optional extensions with Innovative Interfaces Solutions, a sole source provider, for Integrated Library System Cloud Hosting Services for the Norwalk Public Library for an amount not to exceed \$59,990.00, account 011370-5742 (budgeted operating expense, no special appropriation required) and forward onto the Common Council for further action.

Karen Del Vecchio

Director of Information Technology



City of Norwalk, Connecticut

203 854-7846 phone

203 854-7803 fax

kdelvecchio@norwalkct.org

The information contained in this electronic message may be legally privileged and confidential under applicable law, and is intended only for the use of the individual or entity named above. If the recipient of this message is not the above-named intended recipient, you are hereby notified that any dissemination, copy or disclosure of this communication is strictly prohibited. If you have received this communication in error, please purge the communication immediately without making any copy or distribution, Thank You.

From: Laurie Iffland

Sent: Tuesday, September 1, 2020 2:16 PM

To: Del Vecchio, Karen <KDelVecchio@norwalkct.org>

Subject: Re: Migration_NPL_V2

Karen,

The library has decided not sign any contract and we will go year by year as we have been doing. The price increase will be 5% per year for the support and 5% per year for the hosting cost. The attached chart is correct, if nothing changes.

I have attached another draft. I am meeting with Chris in a few minutes and can get her to sign the sole procurement form. This form states it needs a Procurement Request Form attached as well. Where can I find that?

Thank you.

Laurie Iffland
Director of Library Technology
Norwalk Public Library
One Belden Avenue
Norwalk, CT 06850
203-899-2780 ext 15114

From: Del Vecchio, Karen <KDelVecchio@norwalkct.org>
Sent: Tuesday, September 1, 2020 1:30 PM
To: Laurie Iffland <liffland@norwalkpl.org>
Subject: Migration_NPL_V2

[Migration_NPL_V2.docx](#) HI Laurie,

Thank you for drafting the memo. I reorganized it so it can go directly to the Finance Committee to expedite the process. I've highlighted some areas in yellow that will need some information from you. We will need the hard, final numbers from III for the 5 years verified with what's in the chart in the memo as these numbers will be in the actual approval action that will go to the Council. Can you turn this around quickly so we can get it out this afternoon or tomorrow morning to ITT?

Because of the 5 year cost of the agreement, you will need to complete the Sole Source document (attached) from Purchasing and have Chris sign it [SOLE SOURCE PROCUREMENT REQUEST - BLANK.pdf](#) and forward onto Sharon Conners in Purchasing for her approval as well. The Sole Source doc will need to accompany the request to Finance and Council. If we can pull this together by Friday, the item has a chance of getting on the September Finance agenda!

Karen

City of Norwalk Recreation & Parks Department Facility Rental Event Application Form

PLEASE PRINT

ORGANIZATION NAME: Norwalk Seaport Assoc PERSONAL/FAMILY COMPANY/BUSINESS
 NAME OF BENEFICIARY: Norwalk Seaport Assoc Is this an Annual Event: Yes ☒ No ☐ # of years NEW
 NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Mike Reilly TITLE: Pres
 YOUR NAME: Mike Reilly TITLE: Pres
 ADDRESS: 213 Liberty St E-MAIL ADDRESS: mike.reilly@seaport.org
 CITY: Norwalk STATE: CT ZIP CODE: 06855
 HOME PHONE: _____ BUSINESS PHONE: 203 838 9444 CELL: 203 258 7983

FACILITY REQUESTED: Golf Pasture / Shady Beach FACILITY & EVENT INFORMATION # OF PARTICIPANTS Cars, only
 EVENT: Seaport Holiday Light DATE REQUESTED: 8/11/2020 - 12/31/20
 SET UP TIME: TBD STARTING TIME: 5pm BREAKDOWN TIME: _____ END TIME: 10:30P RAIN DATE: NA
 (RAIN DATE FOR BEACH RENTALS ONLY)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☐ NO ☒

(PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED AT CITY PARK PROPERTY, INCLUDING CRANBURY PARK)

SERVING FOOD: YES ☐ NO ☒ ARE YOU USING A FOOD TRUCK? YES ☐ NO ☒ NAME: _____

ARE YOU REQUESTING A TENT? YES ☐ NO ☒ ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO:
 ELECTRICAL LIGHTING EQUIPMENT, OVENS, GRILLS, ETC, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT
 ADDITIONAL EQUIPMENT, i.e. INFLATABLES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED
 SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY
 PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT?

YES ☐ NO ☒

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT?

YES ☒ NO ☐ see per car

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES?

YES ☐ NO ☒

WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES?

YES ☒ NO ☐

BEACH PERMITS ONLY:

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES ☐ NO ☒

WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach YES ☐ NO ☒

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR AND ADHERED TO

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☐ NO ☒
 If yes, name of person(s) Mike Reilly Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

X APPLICANT'S SIGNATURE: Mike Reilly

X DATE: 8/17/2020

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: _____ YES _____ NO _____ N/A _____
 COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: _____ YES _____ NO _____ N/A _____

This Contract is further subject to the following covenants and agreements:

1. Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.
2. Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine.
3. The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property.
4. The Renter may bring the following in or onto the Premises:

*Any tent (structure) 10 X 10 Feet or larger, including but not limited to; additional electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall

*Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event

*No other furniture, structures, machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks

* Open fires are strictly prohibited from all our indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Items include candles, sparklers, tiki torches, fire pits, etc. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Propane grills are allowed however they may not exceed 60" in length

*Recreation & Parks strictly prohibits the use of personal or commercial drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals

5. HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, its employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly therefrom. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.

INITIAL HERE _____

6. Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon
7. ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION
8. The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit
9. CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded

X INITIAL HERE _____

FEES: Facility Rental: _____ Custodial: N/A

The total fee for your use of the Premises is \$ _____ based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express). Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date

(Please Print)

APPLICANT'S NAME:

Mike Reilly

X (Signature Required)

APPLICANT'S SIGNATURE

[Signature]

X DATE:

8/17/2020

(Please Print)

WITNESS NAME:

Gerald B. Toni

(Signature Required)

WITNESS SIGNATURE:

[Signature]

DATE:

MAIL TO:
NORWALK RECREATION AND PARKS DEPARTMENT
NORWALK CITY HALL
ATTN: ERIN E. HERRING
125 EAST AVENUE
NORWALK, CT 06851
PHONE: 203-854-7806 FAX: 203-854-7869 Please see reverse

CONTRACT FOR RENTAL PROPERTIES IN THE CITY OF NORWALK

THIS APPLICATION /CONTRACT MUST BE COMPLETED FOR EACH EVENT AND RETURNED TO RECREATION & PARKS DEPARTMENT WITH PAYMENT OF APPLICABLE DEPOSIT FEES IN ORDER TO CONFIRM THE DATE. THE SECURITY DEPOSIT MUST BE PAID PRIOR TO THE EVENT. FAILURE TO ABIDE MAY JEOPARDIZE RENTAL

I. VENUE INFORMATION

NAME OF
GROUP/ORGANIZATION

(To be referred to as "the RENTER").

Norwalk Seaport Assoc

ADDRESS, PHONE NUMBER OF CONTACT PERSON FOR GROUP:

Mike Reilly, Pres
203 838 9444

EVENT VENUE OPTIONS:

Use of (please check one):

- ☐ Bunkhouse
- ☐ Bunkhouse Pavilion 2
- ☒ Calf Pasture Event Area 1
- ☒ Calf Pasture Event Area 2
- ☐ Cranbury Park
- ☐ Cranbury Park - Gallaher Mansion (Nothing may be thrown i.e. rice, confetti, balloons during or after the event)
- ☐ Cranbury Park Pavilion 1
- ☐ Mathews Park
- ☐ Oyster Shell Park
- ☒ Shady Beach
- ☐ Showmobile
- ☐ Veterans Park
- ☐ Other _____

The areas for which access is being granted are referred to as the "SITE." The SITE shall consist of the parking lot area adjacent to the venue

Live flames of any kind, including candles, sparklers, tiki torches, fire pits, etc., are strictly prohibited in every park in the City including Gallaher Mansion, for any events including weddings. Propane grills/ovens may only be set up on the concrete area next to the Mansion garage. Cooking of ANY kind is strictly prohibited on the grass, great lawn or any other space which surrounds the Mansion.

INITIAL HERE [Signature]

A REFUNDABLE SECURITY DEPOSIT IS REQUIRED TO COVER DAMAGE CREATED BY THE RENTER, THEIR GUESTS OR THEIR CONTRACTORS. THE SECURITY DEPOSIT IS DUE (30) DAYS IN ADVANCE OF THE EVENT DATE. IF THE FACILITY IS NOT LEFT IN PROPER ORDER, NORWALK RESERVES THE RIGHT TO HOLD THE ENTIRE DEPOSIT UNTIL ADJUSTMENTS ARE MADE TO CORRECT ANY DAMAGE. THE SECURITY DEPOSIT LESS ANY DEDUCTIONS FOR DAMAGES IS REFUNDABLE AFTER THE EVENT.

Gallaher's Mansion at Cranbury Park
Bunkhouse
Fodor Farm Barn

\$1,500
\$1500
\$1500

Cranbury Park > 100 \$1000
Cranbury Park Pavilion > 100 \$1000
Mathews Park > 100 \$1000
Oyster Shell Park > 100 \$1000
Veteran's Park > 100 \$1000

(Fees are subject to change on an annual basis)

SECURITY DEPOSIT _____

Separate arrangements for a police / security officer MUST be made with the Norwalk Police Department if attendance is expected to be 200 people or more for all events including weddings. (All expenses related to such Officer must be paid to Norwalk Police Department following event -Telephone # 203-854-3023)

RENTAL AGREEMENT
TERMS AND REQUIREMENTS

1. In consideration of RENTER agreeing to pay the user fee of _____, and having agreed to the terms and conditions set forth herein, the CITY hereby grants permission to the RENTER to utilize _____, (hereinafter the SITE) for the purpose of holding the EVENT described on the attached application, (hereinafter the EVENT) in compliance with all requirements, rules and regulations of the CITY.
2. The RENTER is permitted to use the SITE solely for purposes of the EVENT on the date(s) and time(s) set out on the application page. Such use must conform to all requirements of this agreement.
3. The RENTER agrees to pay in full all charges due under this Agreement 45 days prior to the date of the EVENT, in accordance with the payment schedule set forth herein.

RENTAL FEES:

Calf Pasture Beach Pavilion 1	\$450/4 Hour Time Block
Calf Pasture Beach Pavilion 2	\$675/9.5 Hour Time Block
Calf Pasture Beach	\$300 - \$2500 (rate varies according to the number of people)
Cranbury Park	\$300 - \$2500 (rate varies according to the number of people)
Cranbury Park Pavilion 1	\$450 (<200 people)
Cranbury Park Bunkhouse	\$600/3 Hours \$100 each additional hour
Cranbury Park Bunkhouse Pavilion 2	\$400/Day
Cranbury Park Gallaher Mansion	\$3000/5 Hours \$4500/9 Hours \$450/each additional hour
Fodor Farm Barn	\$600/3 Hours \$100 each additional hour
Fodor Farm Pavilion	\$350/Day
Mathews Park	\$300 - \$2500 (rate varies according to the number of people)
Oyster Shell Park	\$300 - \$2500 (rate varies according to the number of people)
Shady Beach	\$300 - \$2500 (rate varies according to the number of people)
Showmobile Rental	\$450 Rental \$250 Fee for Set-up/Take-down
(Norwalk Non-Profit)	\$250 Rental \$250 Fee for Set-up/Take-down
Taylor Farm	\$300 - \$2500 (rate varies according to the number of people)

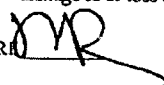
Other _____

- * 10% Discount for Norwalk Residents
- *** 20% Discount for Norwalk non-profit (Park Usage Only)

PLEASE NOTE: To receive the non-profit rate, groups MUST provide copy of their CURRENT 501 c3 status

4. This shall include on-site parking on the day of the EVENT for guests of the RENTER. The RENTER shall furnish sufficient personnel to manage the parking areas throughout the EVENT; shall adhere to and enforce all traffic and parking requirements of the CITY; and shall be fully responsible for the safety of all vehicles, their operators and passengers traveling along or parking on the Norwalk City Property in connection with the EVENT
5. The RENTER will provide, at its own expense, all equipment, staff and services necessary for its EVENT. The CITY has no responsibility for providing any equipment, personnel or services for the EVENT
6. The RENTER shall not assign this Agreement, nor permit any use of the SITE other than as is herein specified
7. The RENTER shall not:
 - Commit any nuisance on the SITE or do or permit to be done anything which may result in the creation or commission of a nuisance on the SITE
 - Allow or participate in any of the following: (1) activities related to the exposure or display for sale of any food, beverage, goods or wares on the SITE unless with the express, written permission of the Norwalk City Clerk; (2) the solicitation at the SITE of any contribution (except entry fees)
 - The display of any advertising for commercial purposes on the SITE at any time except for banners advertising the EVENT sponsors, which banners must be approved in writing by the Director of Recreation and Parks prior to installation at the SITE
8. The RENTER shall provide, at its expense, all reasonably necessary security, cleanup, garbage collection and removal services and shall be responsible for ensuring that the SITE is at all times maintained in a clean, orderly and safe condition. The RENTER is responsible for restoring the SITE and all surrounding areas at the conclusion of the EVENT. Representatives of the CITY shall inspect the SITE prior to the initial setup in order to establish the condition thereof and again, after the EVENT, in order to assess any resulting damage to the City's property. Following the EVENT, the RENTER shall restore (or cause to be restored) the SITE to the condition established at the initial inspection, ordinary wear and tear accepted. If the SITE, any portion thereof, or any surrounding area, is in any way damaged by the actions, omissions, default or negligence of the RENTER, its agents, employees, patrons, volunteers, guests, or any person admitted to the SITE by or with the knowledge of the RENTER, the RENTER shall be responsible to pay to the CITY, upon demand, such sums as may be necessary to restore the SITE to its condition immediately prior to RENTER's use. The RENTER agrees to provide a certified bank check made payable to the City of Norwalk in the amount of Fifteen Hundred Dollars (\$1,500.00), to insure the satisfactory clean up, restoration, and/or repair of the SITE and surrounding areas following the completion of the EVENT. A check will be promptly returned by the CITY following inspection of the SITE and approval of its condition.

9. The RENTER hereby assumes full responsibility for the character, acts and conduct of any and all persons admitted to the SITE by or with the consent of the RENTER or its employees, volunteers, agents, or any person acting for and on behalf of the RENTER. The RENTER agrees to have on SITE at all time, sufficient security to maintain order and protect all persons and property. If the expected attendance is to be 200 or more at any event, including weddings (200 is the maximum permitted at the Mansion) separate arrangements for security must be made with the Norwalk Police Department. All expenses related to such officer has to be paid directly to Norwalk Police Department - 203-854- 3023. The RENTER is responsible for taking any and all reasonable precautions necessary to ensure the safety of all persons coming into the SITE during its period of contracted use. The RENTER shall promptly notify the on-site staff member or the Director of the Recreation and Parks Department Office in writing (an email) of any physical defects impacting the safety of the SITE of which it is aware or should become aware of prior to or during its use. The RENTER is responsible for any damage to City property as a direct or indirect result of or in connection with the EVENT; and shall be responsible for making restitution to the City for any and all such damages based on the reasonable cost of restoration as determined by the City. Such restitution shall be due within thirty days following demand and may be deducted from the Security Deposit without the prior consent or permission of the RENTER.
10. The RENTER shall indemnify, defend, and save harmless the CITY OF NORWALK, and all of its officers, agents, and employees, from any and all suits, actions, claims, demands, financial losses and liabilities (including reasonable attorney's fees), of any character, name or description arising out of the RENTER's use of the SITE; or on account of any act or omission, neglect, default or misconduct of the RENTER, its agents, officers, employees, volunteers, guests, invitees or any other person on the SITE with RENTER's permission or authorization. The provisions of this paragraph shall not be limited by the insurance coverage provided hereunder, shall be separate and independent of any other condition or requirement stated herein, and shall survive the termination or expiration of this Agreement.
11. The RENTER shall release and hold harmless the CITY from any and all liability, damages of any nature and claims that may arise directly or indirectly in connection with or as a result of the EVENT, regardless of whether caused by vendors or any individuals and/or entities participating in the EVENT or anyone directly or indirectly employed by or acting as an agent, volunteer or employee, on behalf of any of them or by anyone for whose actions or omission any of such actors, including RENTER, are or may be liable. RENTER is solely responsible for the conduct of the EVENT and for all actions undertaken by participants of the EVENT, and agrees not to look to the CITY in terms of any claim or liability arising out of the conduct of the EVENT except to the extent of any negligence or willful misconduct of any CITY employee. The City is not responsible for damage to or loss of RENTER's property or that of RENTER's licensees, invitees, agents and guests.

INITIAL HERE 

12. The RENTER may bring only the following in or onto the SITE:

INITIAL HERE _____

Unless listed above, no furniture, machinery or equipment may be brought onto the SITE without the prior written approval of the City of Norwalk, acting by its Director of Recreation and Parks Department.

13. Insurance Coverage: The RENTER shall maintain, at its own cost, insurance coverage applicable to its use of the SITE as stated herein. Such coverage shall be maintained in effect throughout the term of RENTER's use of the SITE until such time as the CITY indicates IN WRITING that RENTER has fulfilled its responsibilities hereunder. A Certificate of Insurance must be presented by the RENTER evidencing the coverage set out in the attached Insurance Rider. Insurance may be purchased through Recreation and Parks for the event.
14. If Alcoholic Beverages are being Served or Sold:
- If alcoholic beverages will be SOLD at the EVENT then the RENTER must:
- Contact the State Department of Consumer Protection Liquor Control Division and apply for a temporary permit. A copy of such permit must be provided to the City no later than two weeks prior to the date of the EVENT
 - RENTER must provide Liquor Liability Insurance with minimum coverage of One Million Dollars and such Policy should name the City of Norwalk as an additional insured
- If alcoholic beverages will be SERVED at the EVENT then the RENTER must:
- Provide evidence of applicable Host Liquor Liability Insurance coverage in accordance with the requirements set out in the Insurance Rider attached
 - The Certificate of Insurance must indicate and the coverage must provide that the applicable insurance policies are written on a per occurrence basis and have been endorsed to name the City of Norwalk as an additional insured party. Such certificates must be presented with this Application and shall indicate that all coverage remain valid until the expiration of the RENTER's responsibilities hereunder

The City of Norwalk hereby issues the permit referenced above with the understanding that the RENTER has agreed to abide by and fulfill the conditions set forth herein and in the documents attached, which documents are incorporated into this Permit by reference.

15. The City may revoke this permit and any or all privileges hereby granted at any time if the RENTER fails to abide by the terms and requirements of this permit or breaches any obligation or responsibility hereunder or if the CITY makes a determination that revoking this permit would be in its best interests. Effective upon revocation.

16. Miscellaneous: No amendment of the Agreement shall be effective unless agreed to in writing by both parties. In the event that any provision of this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect. The Agreement, constitutes the entire Agreement between the parties and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind.

The undersigned hereby represents the following:

I hereby represent for myself and/or the entity on behalf of which I am acting in connection with this permit that I have read, understood and agree to abide by the terms and conditions set forth above as a condition of being issued this permit.

If, as the undersigned, I am not acting as an individual but am acting on behalf of a corporation, LLC, partnership or other legal entity, I represent that I have been granted all necessary authority to execute this permit; to act on behalf of and bind the entity listed as the RENTER; and that I have complied with all applicable requirements necessary to bind such entity under the terms of this permit.

I hereby affirm my authority to act on behalf of and bind the RENTER to the terms set forth herein

RENTER

By: Mike Kelly
NAME: [Signature]
DATE: 8/17/20
Norwalk Support An.

SCHEDULE "B"

INSURANCE RIDER

The RENTER shall provide and maintain insurance coverage in compliance with the following requirements:

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the RENTER's policies.

ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION

Minimum Scope and Limits of Insurance:

Commercial General Liability: Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Liquor Liability: Whenever liquor will be served at an EVENT or on the SITE, RENTER shall carry a policy providing a minimum of one million dollars coverage for damages arising out of bodily injury and property damage imposed on the Renter as a result or by reason of the selling, serving or furnishing of any alcoholic beverage.

Host Liquor Liability should be purchased with a minimum of one million dollars coverage for organizations not in the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

License/ Permit: If alcoholic beverages are being sold, then a Liquor license should be purchased.

Umbrella/Excess Liability: With respect to all operations the RENTER performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability Insurance that would "follow form" of the underlying required terms and conditions.

'Tail' Coverage: If any of the required liability insurance is on "claims made basis, tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. RENTER shall furnish certification of 'tail' coverage as described or continuous 'claims made' liability coverage for twenty-four (24) months following Project completion. Continuous 'claims made' coverage will be acceptable in lieu of 'tail' coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous 'claims

made' coverage is used, RENTER shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The RENTER's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the RENTER shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the RENTER agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the RENTER.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the RENTER to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided or cancelled before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the RENTER is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the EVENT of any such change the RENTER shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the RENTER's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the RENTER and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the RENTER's activities to be performed under this Agreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the RENTER shall furnish Certificate(s) of Insurance to the City Clerk's Office prior to the RENTER's EVENT. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, and P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.



SEAPORT HOLIDAY LIGHT SPECTACULAR

What Is It?

...a drive through holiday light experience featuring all the holiday characters, fixtures, symbols plus more...some stagnant displays, some animated displays & characters, some themed winter characters, trees, “Fairy Tale” themes, and more. There may also be some custom displays that relate to our community...like a Lighthouse and our maritime history.

Reference:

1. Q Productions- “1 Mile Example” 2020...document attached.
2. Link to video presentation....link:

When is it?

Thanksgiving (11/26/2020) – New Year’s Day January 1, 2021

What are operating hours?

Wednesday – Sunday....5:30 PM – 10:30 PM

Where is it?

Existing roadways within Calf Pasture Beach and Shady Beach

Reference: Route Map...attached

What is admission cost?

Proposed price will be \$25.00 per Car / SUV / Van/ Pickups (no passengers in bed)

How will tickets be sold?

Intent is to have little or no on site sales which will cause delays....prefer online.

Will buses be allowed?

To be determined once we confirm display heights.

SEAPORT HOLIDAY LIGHT SPECTACULAR

How long to drive through the show?

Estimated @ 15 minutes.

What about Walk-Ins

For safety reasons, walk-ins will not be allowed

How many cars do we expect?

Weekdays 250 cars / night @ 15 nights....3750

Weekends 450 / night @ 11 nights....4950

How many cars would be in the parks @ same time?

Looking to maximum....the trip is 1.2 miles....(6336 feet)..... the average car length is 15 feet...assume 30 feet (2 car lengths) of space in front of each = 45 feet total per car....so possibly 140 cars in the "tour" at one time....

How will the displays be powered?

Utilize existing poles & power lines....power "drops" to temporary electrical services...exactly as done @ Oyster Festival...Seaport has all necessary equipment. All work by licensed electricians under permits from Code Enforcement. The displays are all LED lighting...very low electricity usage / consumption.

Who will Staff & work event?

The Seaport has a vast network of volunteers from various events like the Oyster Festival who are willing & anxious to help. Seaport will have event manager(s) onsite at all times, responsible for coordinating staff & operations. Seaport will most likely have an onsite command center (trailer). There may be a few golf carts or small transport vehicles for NSA staff & volunteers.

SEAPORT HOLIDAY LIGHT SPECTACULAR

What will volunteers do?

- Reception / gate area...to take tickets pass out info...
- Traffic control...at strategic areas along the route there will be volunteers controlling traffic flow to be sure people do not stop nor get out of their cars....
- Cleanup of any debris created by the event & guests.

Time for setup & breakdown

Setup -10 days as it is the first time (normally 6 days)....breakdown 5 days. There may be intermittent (on site) traffic delays / detours during this process.

Will there be overnight security?

To be determined

Will there be NPD presence during event?

Yes...assignments & scope to be determined. Once event is approved by full Council, Seaport will proceed with the standard Public Gathering / Special Event permit process.

Will there be access to the beach areas during the daytime?

YES! The beach will be open and accessible as it would under the regular daytime schedule for that time of year. There will be at ALL times access for snow plows, fire trucks and any other emergency / service vehicle. In the event of a serious snow storm we (NSA) will work with P&R and DPW on a snow removal plan.

Have you considered other locations? Yes...but no other City property has the roadway length needed. There were preliminary discussions about other sites but the preference is within the City of Norwalk

SEAPORT HOLIDAY LIGHT SPECTACULAR

Will this event be for only 2020?

NO!

The event / concept received Seaport Board of Trustee approval to proceed with this event.....with the intent to make this an annual event, AND to grow the event each year with new displays. Post Covid-19 we plan on creating an open Christmas/ Holiday village for guests to walk about, enjoy food, holiday crafts and entertainment... to become a must see destination for the holidays.

How much will it cost?

All final costs / budgets must be reviewed and approved by the Board of Trustees, but the initial investment will be a significant six figure sum....just as the Oyster Festival. The Seaport will be seeking event sponsors & donors who will assist with event costs.

Who will supply / install the displays?

We are currently in discussions with two companies...both have vast experience in this work and have similar holiday displays in many towns, commercial venues and nationally recognized amusement parks.

Who will benefit from this event?

The Norwalk Seaport Association, the City of Norwalk, the event sponsors and most of all the citizens....there is nothing else nothing like this...from Greenwich to New Haven.

What does the Seaport need from the City of Norwalk?

We recognize this is a “last minute” request but this is where we are...now. Every year the Seaport begins working on the next Oyster Festival in October. An event like this normally takes many months to plan. The concept was offered to us in late June....we’ve done our preliminary study, reviews and financial projections...but cannot proceed to contract with the suppliers and finalize financials without knowing we have received the full Council approval. We recognize this is a “last minute” request but for 2020, this is where we are...now.

SEAPORT HOLIDAY LIGHT SPECTACULAR

THIS PAGE LEFT BLANK FOR NOTES & QUESTIONS

1 Mile Example - Mike Riley

2020



(A) Grand Entrance Display

Computer Design



As patrons enter the event they will be greeted by this larger than life 40' tall by 30' wide display!

Around this display will be 8 gift boxes



Real Life Image. Stands 40' tall



(B) Drive Thru Light Tunnel at the Entrance

**100' Tunnel Of Lights
that is sure to amaze
your guests!**



(C) Toy Arches

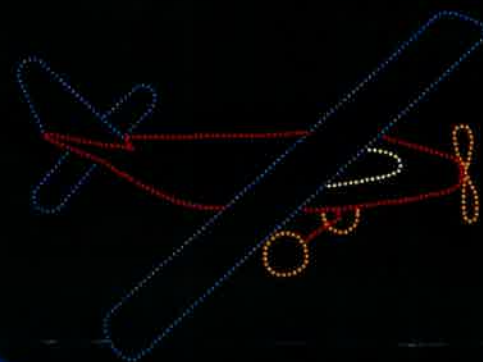
1 units



(D)Toyland

All of the toys are
ready to for the good
little boys and girls.

18 units





(E)

Snowflake Arches

These will be used with the snowflakes to create a snowflake lane that will twinkle and sparkle as the guests drive thru.

3 units

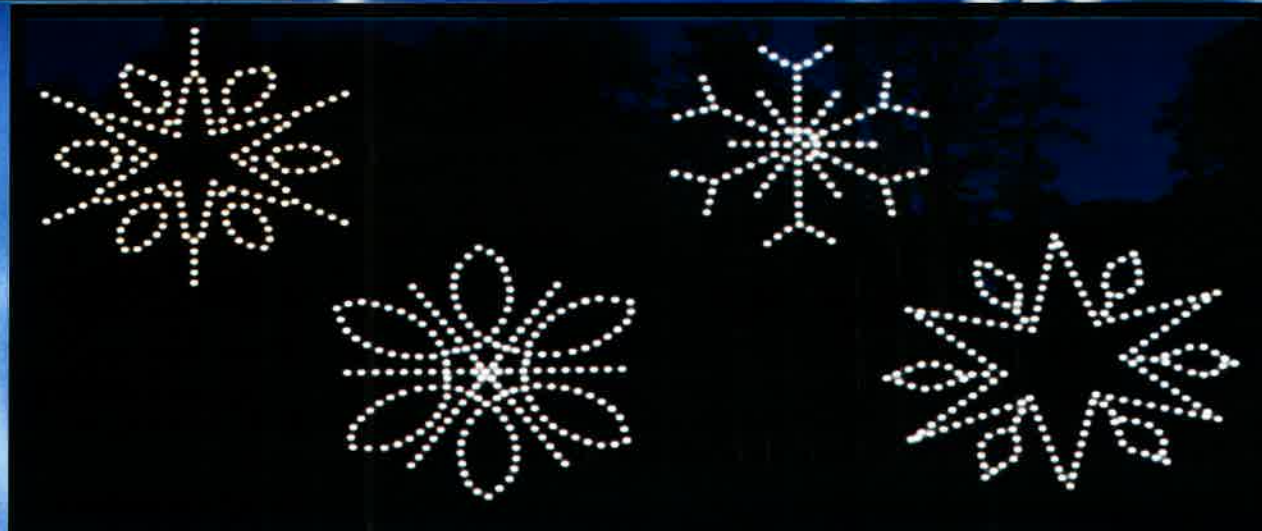


(F) Snowflake Lane



These will spread throughout
the event.

24 units

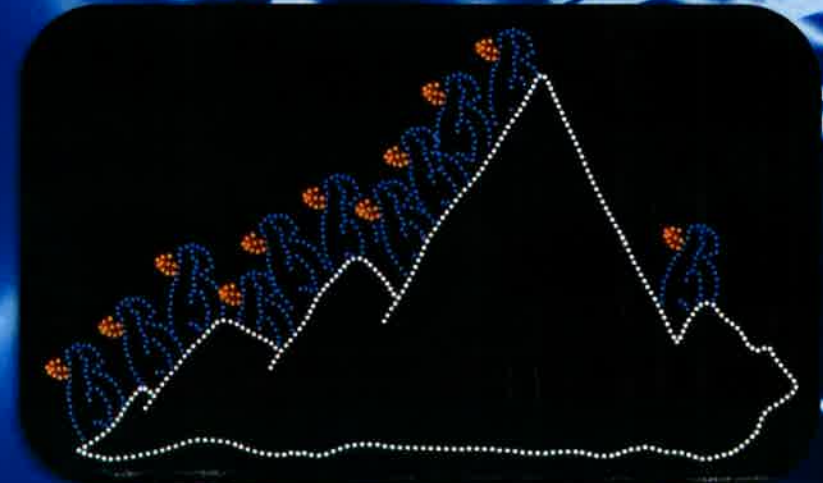


(G) Penguin Winterfest



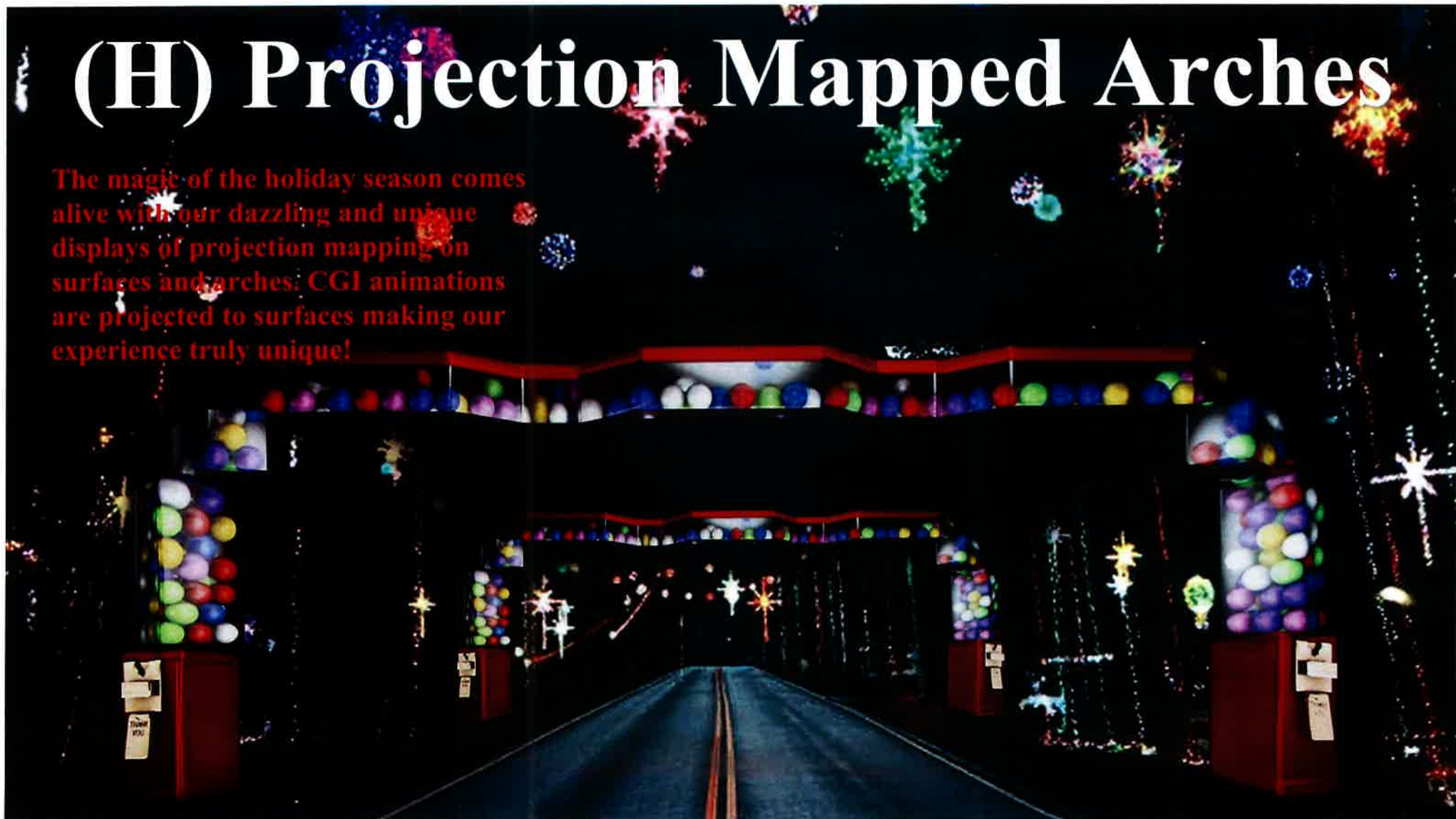
Penguins have invaded the North Pole! From having snowball fights and building igloos all patrons are sure to love seeing how playful the penguins are. There are even some that animate and Ice Skate!

12 units



(H) Projection Mapped Arches

The magic of the holiday season comes alive with our dazzling and unique displays of projection mapping on surfaces and arches. CGI animations are projected to surfaces making our experience truly unique!



(I) Candyland 18 units



(J) Dancing Trees



Dancing Trees will Decorate the area flashing and bringing life to the area.

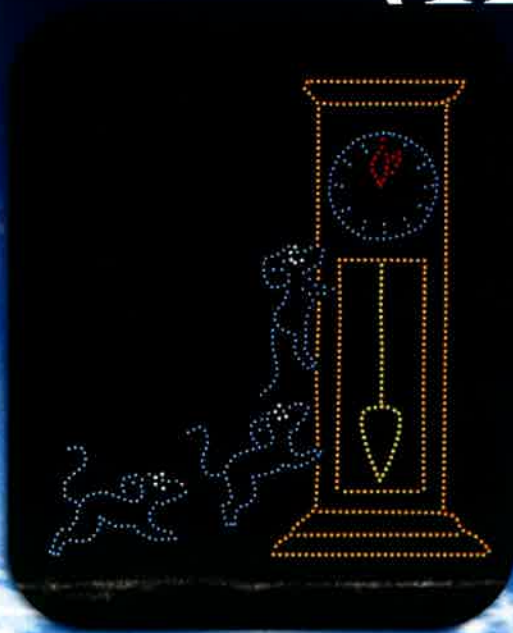
12 units

(K) Fairy Tale Land!

Every child will want to stay in
Fairy Tale Land. Collection comes
with 3 fairy tales and the sign.



4 units



(L) Reindeer in Training

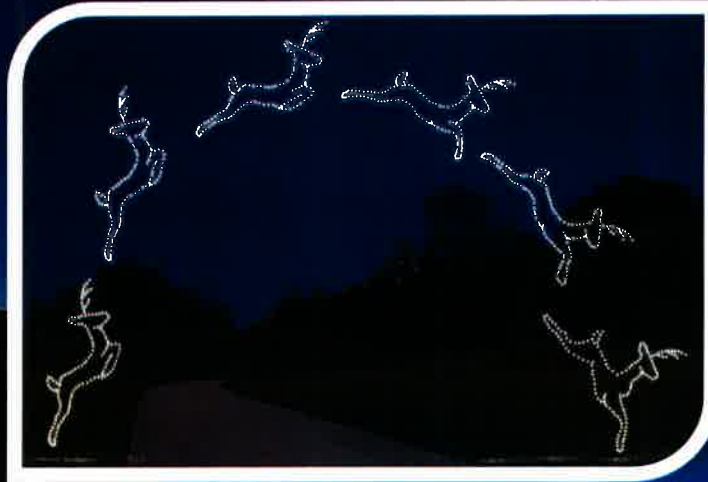


The Reindeer are hard at training and getting ready for the magical ride on Christmas Eve.

6 units

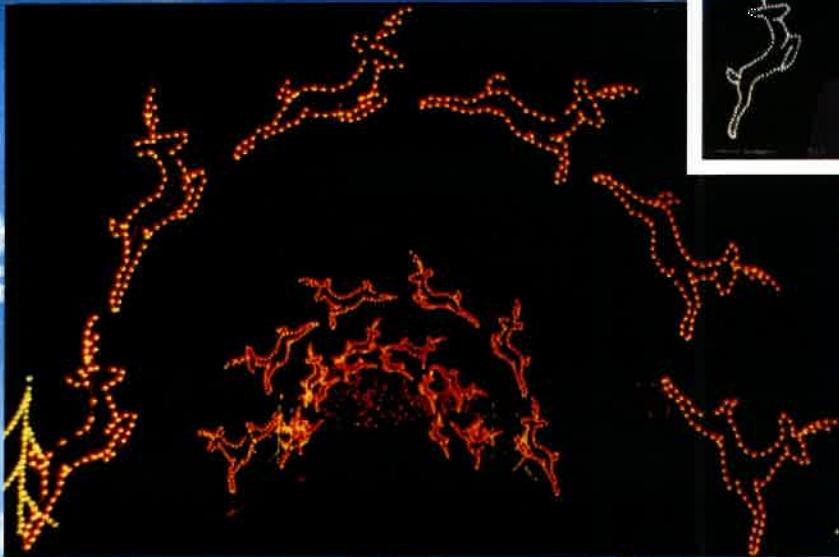


(M) Reindeer Arches and Deer



Even the reindeer
want to frolic and
play in the snow.

5 units



(N & O) Victorian Skaters



See all the people from the city enjoying the fun on the ice covered pond. From the children twirling to the couples swirling, it looks like everyone is having fun at the pond.

Note: the "Pond" is created and outlined with LED Twinkle Lights.

15 units





NORWALK PLANNING COMMISSION

125 East Avenue
Norwalk, Connecticut

MEMORANDUM

September 17, 2020

TO: Common Council

FROM: Bryan Baker, Land Use Planner

SUBJECT: #08-20 - 8-24 Referral - Department of Public Works - Acquisition of easement from the State of Connecticut concerning the Rowayton Avenue reconstruction and power project

#09-20 - 8-24 Referral - Department of Public Works - Walkbridge easement agreement at 185 Liberty Square

#10-20 - 8-24 Referral - Department of Public Works - Walkbridge easement agreement at 30 Monroe Street

#11-20 - 8-24 Referral - Department of Public Works - Walkbridge easement agreement at 15 & 60 South Smith Street

At their September 15, 2020 meeting, the Planning Commission made the following decisions:

BE IT RESOLVED by the Norwalk Planning Commission that the 8-24 referral made by the Department of Public Works for the acquisition of easement from the State of Connecticut concerning the Rowayton Avenue reconstruction and power project be **APPROVED** for to the following reasons:

1. To achieve the Plan of Conservation and Development goal for Norwalk to have a comprehensive and balanced transportation system, with safety and multimodal accessibility the top priority of citywide transportation planning by implementing the action "*Design road space for all users as feasible and appropriate for the context*" (Chapter 10: Transportation & Mobility Networks, pg. 292).

BE IT FURTHER RESOLVED that notice of this action be forwarded to the Common Council.

BE IT RESOLVED by the Norwalk Planning Commission that the 8-24 referral made by the Department of Public Works for the Walkbridge easement agreement at 185 Liberty Square be **APPROVED** for to the following reasons:

1. To achieve the Plan of Conservation and Development goal for Norwalk to have public access to the harbor and coast by implementing the action "*Plan for Liberty Square to have a publicly-accessible use*"

and a water dependent use when it is no longer used for staging for the Walk Bridge project” (Chapter 9: Coastal Resources & Resilience, pg. 177); and

2. To achieve the Plan of Conservation and Development goal for Norwalk to have a comprehensive and balanced transportation system, with safety and multimodal accessibility the top priority of citywide transportation planning by implementing the action *“Exploring innovative ways to improve transit service within Norwalk”* (Chapter 10: Transportation & Mobility Networks, pg. 292).

BE IT FURTHER RESOLVED that the easement(s) must be temporary.

BE IT FURTHER RESOLVED that notice of this action be forwarded to the Common Council.

BE IT RESOLVED by the Norwalk Planning Commission that the 8-24 referral made by the Department of Public Works for the Walkbridge easement agreement at 30 Monroe Street be **APPROVED** for to the following reasons:

1. To achieve the Plan of Conservation and Development goal for Norwalk to advocate for improvement of regional transportation connections, including regional trails, traffic flow on regional routes, and commuter rail, to reduce traffic congestion, pollution, and greenhouse gas emissions (Chapter 10: Transportation & Mobility Networks, pg. 296); and
2. To achieve the Plan of Conservation and Development goal for Norwalk to have a comprehensive and balanced transportation system, with safety and multimodal accessibility the top priority of citywide transportation planning by implementing the action *“Exploring innovative ways to improve transit service within Norwalk”* (Chapter 10: Transportation & Mobility Networks, pg. 292).

BE IT FURTHER RESOLVED that the easement(s) must be temporary.

BE IT FURTHER RESOLVED that notice of this action be forwarded to the Common Council.

BE IT RESOLVED by the Norwalk Planning Commission that the 8-24 referral made by the Department of Public Works for the Walkbridge easement agreement at 15 and 60 South Smith Street be **APPROVED** for to the following reasons:

1. To achieve the Plan of Conservation and Development goal for Norwalk to advocate for improvement of regional transportation connections, including regional trails, traffic flow on regional routes, and commuter rail, to reduce traffic congestion, pollution, and greenhouse gas emissions (Chapter 10: Transportation & Mobility Networks, pg. 296); and
2. To achieve the Plan of Conservation and Development goal for Norwalk to have a comprehensive and balanced transportation system, with safety and multimodal accessibility the top priority of citywide transportation planning by implementing the action *“Exploring innovative ways to improve transit service within Norwalk”* (Chapter 10: Transportation & Mobility Networks, pg. 292)

BE IT FURTHER RESOLVED that the easement(s) must be temporary.

BE IT FURTHER RESOLVED that notice of this action be forwarded to the Common Council.

MEMORANDUM

TO: Anthony Car, Chief of Operation and Public Works
Vanessa Valadares, Principal Engineer
Kathy Hebert, Director of Transportation, Mobility and Parking

FROM: Darin L. Callahan, Assistant Corporation Counsel

CC: Laoise King, Chief of Staff

DATE: July 30, 2020

RE: Walkbridge Easement Offers

.....

The State of Connecticut Department of Transportation ("DOT") wishes to obtain certain easements over the following City of Norwalk ("City") owned land: **185 Liberty Square, 30 Monroe Street, and 15 & 60 South Smith Street**. The nature of each easement and compensation offered therefor is set forth below followed by the recommended authorization to approve each easement.

185 Liber Square (DOT File No. 301-176-046): The DOT has offered **\$4,025.00** for a permanent 4,016 sq. ft. compensatory wetland mitigation easement within the easement areas set forth in the survey map attached hereto as Exhibit 1.A. A copy of the associated Offer letter is attached as Exhibit 1.B. Our appraiser (Peter Vimini, MAI) has informally reviewed the DOT submissions, including, without limitation, the applicable survey, appraisal prepared by the DOT, and the draft easement language and has indicated that the compensation offered is fair and reasonable.

I raised the following issues with DOT regarding the requested easements: The DOT is seeking permanent easement, however, it is my understanding that a permanent easement is not necessary. Based on my conversation with DOT, the easement is needed through completion of the Walkbridge project plus an additional ten (10) years. DOT's position is that this easement should be permanent nonetheless. Given that we have received the DOT's response to the above references issue, and that the State of Connecticut has eminent domain power, I see no reason why to delay putting this matter through the public approval process.

Recommended Process and Authorization: This matter needs to be approved by the DPW Committee, the Planning Commission (for consistency with the City's Plan of Conservation and Development only), and the Common Council.

- 1.a. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to convey a 4,016± sq. ft. perpetual compensatory wetland mitigation easement to the State of Connecticut as show on survey map entitled: "TOWN OF NORWALK MAP SHOWING EASEMENT ACQUIRED FROM CITY OF NORWALK BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION WALK RAILROAD BRIDGE REPLACEMENT SCALE 1"=20' JANUARY 2020 MARK

D. ROLFE, P.E. CHIEF ENGINEER – BUREAU OF ENGINEERING AND CONSTRUCTION", Town No. 102, Project No. 301-176, Serial No. 46, Sheet 1 of 1.

- 1.b. Referral of item 1.a. to the Planning Commission for a Report and Recommended Action pursuant Conn Gen. Stat. § 8-24.

15 & 60 South Smith Street (DOT File No. 301-176-012B): The DOT has offered \$50,100.00 for a 633± sq. ft. perpetual compensatory wetland mitigation together with 8,579± sq. ft. access easement to access the mitigation easement area within the easement areas set forth in the survey map attached hereto as Exhibit 2.A. A copy of the Offer letter Exhibit 2.B. Our appraiser has informally reviewed the DOT submission, including, without limitation, the applicable survey, appraisal performed by DOT, and the draft easement language and has indicated that the compensation offered is fair and reasonable.

I raised the following issues with DOT regarding the requested easements: Same issues raised relative to the 185 Liberty Square easement.

Recommended Process and Authorization: This matter needs to be approved by the DPW Committee, the Planning Commission (for consistency with the City's Plan of Conservation and Development only), and the Common Council.

- 1.a. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to convey a 633± sq. ft. perpetual compensatory wetland mitigation together with 8,579± sq. ft. access easement to the State of Connecticut as show on survey map entitled: "TOWN OF NORWALK MAP SHOWING EASEMENT ACQUIRED FROM CITY OF NORWALK BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION WALK RAILROAD BRIDGE REPLACEMENT SCALE 1" = 40' JANUARY 2020 MARK D. ROLFE, P.E. CHIEF ENGINEER – BUREAU OF ENGINEERING AND CONSTRUCTION", Town No. 102, Project No. 301-176, Serial No. 12B, Sheet 1 of 1

- 1.b. Referral of item 1.a. to the Planning Commission for a Report and Recommended Action pursuant Conn Gen. Stat. § 8-24.

30 Monroe Street (DOT File No. 301-176-047): The DOT has offered \$117,400.00 for a 1,553± sq. ft. temporary construction easement together with \$176,300.00 for a 6,530± sq. ft. temporary access easement to access the construction easement area as located in the survey map attached hereto as Exhibit 3.A. A copy of the Offer letter is attached hereto as Exhibit 3.B. Our appraiser has informally reviewed the DOT submission, including, without limitation, the applicable survey, appraisal performed by DOT, and the draft easement language and has indicated that the compensation offered is fair in reasonable with the caveat identified below.

I raised the following issues with DOT regarding the requested easements: The appraisal valued the easement on the assumption of the 6 year construction period. However, as proposed, the easement will encumber the property until construction is completed. As such, I requested that

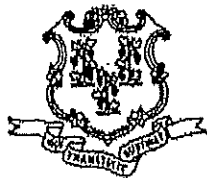
the DOT modify the proposed easement to a definite term consistent with the appraisal assumption so that the City could obtain additional compensation in the event that the project takes more than 6 years. The DOT is not willing to limit the term of the easement or otherwise provide additional compensation at this time. Given that we have received the DOT's response to the above referenced issue, and that the State of Connecticut has eminent domain power, I see no reason why to delay putting this matter through the public approval process.

Recommended Process and Authorization: This matter needs to be approved by the DPW Committee, Parking Authority, Planning Commission (for consistency with the City's Plan of Conservation and Development only), and the Common Council.

- 1.a. Authorize the Mayor, Harry W. Rilling to execute any and all documents to convey a 1,553± sq. ft. temporary construction easement and a 6,530± sq. ft. temporary access easement to the State of Connecticut as show on survey map entitled: "TOWN OF NORWALK MAP SHOWING BASEMENT ACQUIRED FROM CITY OF NORWALK BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION WALK RAILROAD BRIDGE REPLACEMENT SCALE 1" =20' JANUARY 2020 MARK D. ROLFE, P.E. CHIEF ENGINEER – BUREAU OF ENGINEERING AND CONSTRUCTION", Town No. 102, Project No. 301-176, Serial No. 47, Sheet 1 of 1, Revised 3/31/20.
- 1.b. Referral of item 1.a. to the Planning Commission for a Report and Recommended Action pursuant Conn Gen. Stat. § 8-24.

If you have any question or concerns, I would be pleased to answer the same at a time of your convenience.

EXHIBIT 1.A.



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: (860-594-2476)



May 7, 2020

91 7199 9991 7038 3144 1591

CERTIFIED MAIL

The Honorable Harry W. Rilling

Mayor

City of Norwalk

125 East Avenue

Norwalk, CT 06851

Dear Mayor Rilling:

Subject: File No.: 301-176-046
Owner(s): City of Norwalk
Town: Norwalk

The State of Connecticut Department of Transportation (Department) is now acquiring property for the Project known as Walk Railroad Bridge Replacement. In connection therewith, we enclose our map dated January, 2020 detailing the proposed acquisition.

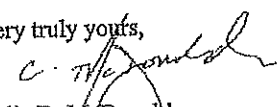
The State's offer of compensation, as evidenced by the enclosed offer letter, is \$4,025.00. This offer is based upon an appraisal prepared by the Division of Rights of Way.

As is standard of real estate acquisitions of this type, the conveyance of "good and sufficient title" is required from the owners of record. Should the Department's title examination of your property reflect encumbrances that prohibit the transfer of adequate title, your assistance will be required. In this regard, a copy of our title reports cover page is enclosed for your review and comment.

If the offer is acceptable, please execute the enclosed acceptance agreement and W-9 form and return them to my attention. You may keep the page marked "duplicate copy" for your records. Oral representations or promises made during the negotiation process are not binding on the Department.

I am available to meet with you to review the offer, the construction plans, and answer any questions you may have. Please contact me at the above telephone number or address no later than June 8, 2020.

Very truly yours,


Colin B. McDonald
Acquisition/Relocation Section
Division of Rights of Way

Enclosures

bcc: Workflow File
Acquisition/Relocation

Cover Letter Rev. 5/01/2018



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone:

(860) 594-2476



OWNER: City of Norwalk

PROPERTY FILE NO. 301-176-046

ADDRESS: 185 Liberty Square

TOWN: Norwalk

Pursuant to Connecticut General Statute(s) and as required for the project known as Walk Railroad Bridge Replacement, the Commissioner of Transportation finds it necessary to acquire from you the following property rights as described on the attached map dated January 2020.

Compensation payable to you for the proposed acquisition and all legal damages to any remainder is as follows:

Value of Mitigation Easement

\$4,025.00 (RD)

Total Compensation

\$4,025.00

The above represents an offer of just compensation for the property rights as developed by the Division of Rights of Way. Should you wish to accept this offer, please review and execute page two of this offer letter.

If you have any questions regarding this matter, please contact Colin B. McDonald at the telephone number or address shown above.

Very truly yours,

James I. Mason

Transportation Principal Property Agent
Connecticut Department of Transportation

Attachment: Taking Map
bcc: Workflow File

Offer Letter Rev. 11/01/17

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Property File No.: 301-176-046

Owner Name: City of Norwalk

Acceptance Agreement

It is understood that you agree to the State's offer in the amount of \$4,025.00. The following shall apply:

- The above award is in full settlement for all real property rights acquired and constitutes a full and final payment for any and all loss of value caused by this acquisition.
- This acquisition is in accordance with C.G.S. Sec. 13a-73(c), 13b-36(a) & 13a-79; as applicable.
- This agreement is subject to final approval(s) in accordance with C.G.S. Sec. 13a-73(h)
- Pending the delivery of good and sufficient title, an Immediate Right of Entry is hereby granted to the State of Connecticut, and/or its agents to proceed with the construction of the subject project.
- Payment(s) will be made by check issued from the Treasurer of the State of Connecticut to the property owner and/or mortgagee (if applicable) at the time of closing.
- The owner agrees to assist in the securing of good and sufficient title and agrees to convey the same by instrument prepared by the Department.

Owner's Legal Signature

Date

Owner's Legal Signature

Date

James I. Mason, Transportation Principal Property Agent Date

State Properties Review Board

Date

revised: 11/01/17

FOR INTERNAL USE ONLY

Invoice Date: _____ Invoice #: _____ CORE P.O. #: _____ CORE Receipt #: _____

Payee: (Name & Address)

Payee's EIN/SSN:

--

Invoice Amount:

\$4,025.00

Property Location:

185 Liberty Square, Norwalk, CT 06855

Coded By: _____ Reviewed By: _____ Date: _____

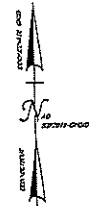
FUND	SID	DeptID	Project No.	Activity	Source Type	Account	Parcel No.	Detail Amount
13033	41390	DOT57125	DOT03010176RW	RW0000	RW201	55470	046	\$4,025.00

RECEIVED CHECK NO. _____
IN THE AMOUNT OF \$ _____
IN PAYMENT OF ABOVE.

DATE _____

BY _____

EXHIBIT 1.B.

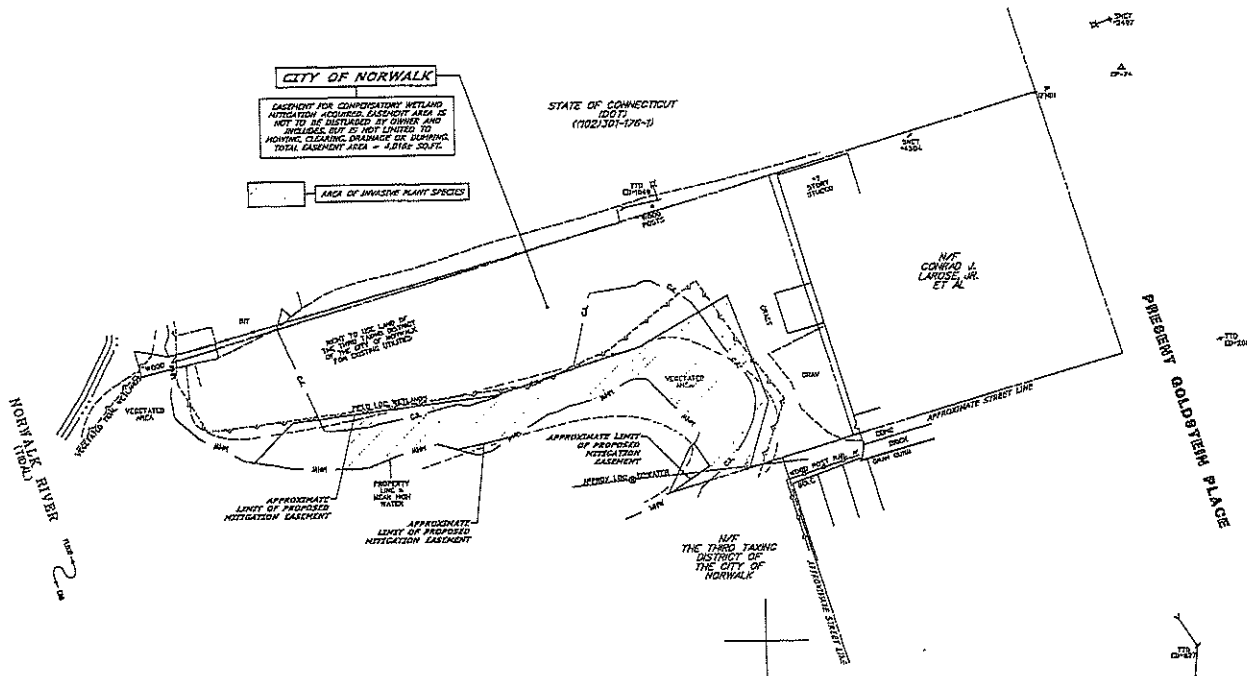


CITY OF NORWALK

DASHDOT FOR COMPENSATORY WETLAND
RESTORATION ACQUIRED EASEMENT AREA IS
NOT TO BE DISTURBED BY OTHER AND
NOT TO BE LIMITED TO
WETLAND CLEARING DRAINAGE OR SURFING
TOTAL EASEMENT AREA = 4.8162 ACRES

AREA OF INVASIVE PLANT SPECIES

STATE OF CONNECTICUT
DDOT
(1702/101-176-1)



N 397700

ATTENDANCE:

1. GENERAL LOCATION: PROJECT NO. 1702/101-176-1, NORWALK, CT. (1702/101-176-1)

2. EASEMENT: EASEMENT PROJECT NO. 1702/101-176-1, NORWALK, CT. (1702/101-176-1)

3. EASEMENT: EASEMENT PROJECT NO. 1702/101-176-1, NORWALK, CT. (1702/101-176-1)

4. EASEMENT: EASEMENT PROJECT NO. 1702/101-176-1, NORWALK, CT. (1702/101-176-1)

5. EASEMENT: EASEMENT PROJECT NO. 1702/101-176-1, NORWALK, CT. (1702/101-176-1)

6. EASEMENT: EASEMENT PROJECT NO. 1702/101-176-1, NORWALK, CT. (1702/101-176-1)

7. EASEMENT: EASEMENT PROJECT NO. 1702/101-176-1, NORWALK, CT. (1702/101-176-1)

8. EASEMENT: EASEMENT PROJECT NO. 1702/101-176-1, NORWALK, CT. (1702/101-176-1)

9. EASEMENT: EASEMENT PROJECT NO. 1702/101-176-1, NORWALK, CT. (1702/101-176-1)

10. EASEMENT: EASEMENT PROJECT NO. 1702/101-176-1, NORWALK, CT. (1702/101-176-1)

NOTES:

1. THIS COMPILATION PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, ACTIONS OF 2008-2009 THROUGH 2010-2011, THE TOWN OF NORWALK, CONNECTICUT, A COMPENSATORY FOR DAMAGED AND HARMED AS A RESULT OF THE TOWN OF NORWALK'S ACTIONS AS NOTED HEREIN. THIS PLAN HAS BEEN COMPILED FROM SEVERAL PUBLIC RECORDS, INCLUDING BUT NOT LIMITED TO THE TOWN OF NORWALK'S ACTIONS AS NOTED HEREIN, AND OTHER SOURCES OF INFORMATION. THE TOWN OF NORWALK'S ACTIONS AS NOTED HEREIN, AND OTHER SOURCES OF INFORMATION, ARE SUBJECT TO SUCH CHANGE AS AN ACTUALLY FIELD SURVEY MAY DISCLOSE.
2. THE VERTICALITY AND PROPERTY LINE EVIDENCE SHOWN ARE BASED UPON THE SURVEYING DATA AS NOTED HEREIN. UNLESS OTHERWISE NOTED, THESE INFORMATIONAL LINES DO NOT REPRESENT THE PROPOSED DIVISION OF THE TOWN OF NORWALK.
3. SURVEYING TOPOGRAPHY COMPILED FROM 2011 STATISTICAL DATA DIVISION.

1. APPROXIMATE LIMIT OF PROPOSED EASEMENT

2. APPROXIMATE LIMIT OF PROPOSED NOTIFICATION EASEMENT

3. APPROXIMATE LIMIT OF PROPOSED NOTIFICATION EASEMENT

4. APPROXIMATE LIMIT OF PROPOSED NOTIFICATION EASEMENT

5. APPROXIMATE LIMIT OF PROPOSED NOTIFICATION EASEMENT

6. APPROXIMATE LIMIT OF PROPOSED NOTIFICATION EASEMENT

7. APPROXIMATE LIMIT OF PROPOSED NOTIFICATION EASEMENT

8. APPROXIMATE LIMIT OF PROPOSED NOTIFICATION EASEMENT

9. APPROXIMATE LIMIT OF PROPOSED NOTIFICATION EASEMENT

10. APPROXIMATE LIMIT OF PROPOSED NOTIFICATION EASEMENT

SCALE IN FEET			
0	10	20	30
DATE	REVISION	REQ. BY	DATE

COMPILATION PLAN

TOWN OF NORWALK

MAP SHOWING EASEMENT ACQUIRED FROM
CITY OF NORWALK

BY
THE STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

WALK RAILROAD BRIDGE REPLACEMENT

SCALE 1" = 30'

JANUARY 2020

MARK D. ROSE, P.E.

CHIEF ENGINEER - TOWN OF NORWALK

EXHIBIT 3.A.

EXHIBIT 2.A.

EXHIBIT 2.B.

(860) 594-2576

April 9, 2020

91 7199 9991 7038 3167 4241

CERTIFIED MAIL

The Honorable Harry W. Rilling
Mayor
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Dear Mr. Rilling:

Subject: File No.: 301-176-012B
Owner(s): City of Norwalk
Town: Norwalk

The State of Connecticut Department of Transportation (Department) is now acquiring property for the Walk Railroad Bridge Replacement. In connection therewith, we enclose our map dated January 2020, detailing the proposed acquisition.

The State's offer, as evidenced by the enclosed offer letter, is \$50,100.00. This offer is based upon an appraisal as prepared by a licensed real estate appraiser. A copy of the State's appraisal will be made available upon request.

As is standard of real estate acquisitions of this type, the conveyance of "good and sufficient title" is required from the owners of record. Should the Department's title examination of your property reflect encumbrances that prohibit the transfer of adequate title, your assistance will be required. In this regard, a copy of our title reports cover page is enclosed for your review and comment.

If the offer is acceptable, please execute the enclosed acceptance agreement and W-9 form and return them to my attention. Kindly include a resolution or other documentation indicating the person(s) authorized to sign on behalf of the City of Norwalk. You may keep the page marked "duplicate copy" for your records. Oral representations or promises made during the negotiation process are not binding on the Department.

Due to the ongoing concerns centered on the Coronavirus (COVID -19), Department personnel have been encouraged to implement social distancing measures in an effort to reduce the spread of the disease.

That said, our goal is to maintain, as much as possible, business as usual for the citizens of the State. Should you have any questions please call me at (860)594-2576 or email me at andrew.silva@ct.gov directly. If you wish to schedule a meeting, please let me know and I will do what I can to accommodate your request.

Very truly yours,

Andrew Silva

Andrew Silva
Acquisition/Relocation Section
Division of Rights of Way

Enclosures

bcc: Workflow File
Acquisition/Relocation
Cover Letter BOC Rev. 3/17/2020

(860) 594-2576

OWNER: City of Norwalk

PROPERTY FILE NO. 301-176-012B

ADDRESS: 15 and 60 South Smith Street

TOWN: Norwalk

Pursuant to Connecticut General Statute(s) and as required for the Walk Railroad Bridge Replacement. The Commissioner of Transportation finds it necessary to acquire from you the following property rights as described on the attached map; dated January 2020.

Compensation payable to you for the proposed acquisition and all legal damages to any remainder is as follows:

Value of Defined Access Easement:	\$48,900.00 (rounded)
Value of Mitigation Easement "A" & "B":	\$1,200.00 (rounded)
Total Compensation:	\$50,100.00

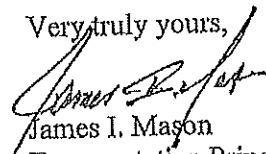
Building, structure and other improvements: *N/A

Tenant owned improvements not covered in offer: N/A

The above represents an offer of just compensation for the property rights as developed by the Division of Rights of Way. Should you wish to accept this offer, please review and execute page two of this offer letter.

If you have any questions regarding this matter, please contact Andrew Silva at the telephone number or address shown above.

Very truly yours,



James I. Mason
Transportation Principal Property Agent
Connecticut Department of Transportation

Attachment: Taking Map
bcc: Workflow File

Offer Letter Rev. 11/01/17

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Property File No.: 301-176-012B

Owner Name: City of Norwalk

Acceptance Agreement

It is understood that you agree to the State's offer in the amount of \$50,100.00. The following shall apply:

- The above award is in full settlement for all real property rights acquired and constitutes a full and final payment for any and all loss of value caused by this acquisition.
- This acquisition is in accordance with C.G.S. Sec. 13a-73(c), 13b-36(a) & 13a-79; as applicable.
- This agreement is subject to final approval(s) in accordance with C.G.S. Sec. 13a-73(h)
- Pending the delivery of good and sufficient title, an Immediate Right of Entry is hereby granted to the State of Connecticut, and/or its agents to proceed with the construction of the subject project.
- Payment(s) will be made by check issued from the Treasurer of the State of Connecticut to the property owner and/or mortgagee (if applicable) at the time of closing.
- The owner agrees to assist in the securing of good and sufficient title and agrees to convey the same by instrument prepared by the Department.

Owner's Legal Signature _____ Date _____

Owner's Legal Signature _____ Date _____

James I. Mason, Transportation Principal Property Agent Date _____

State Properties Review Board Date _____

revised: 11/01/17

FOR INTERNAL USE ONLY

Invoice Date: _____ Invoice #: _____ CORE P.O. #: _____ CORE Receipt #: _____

Payee: (Name & Address)

Payee's FEIN/SSN:

Invoice Amount:

--

\$50,100.00

Property Location:

15 and 60 South Smith Street, Norwalk CT 06855
--

Coded By: _____ Reviewed By: _____ Date: _____

FUND	SID	DeptID	Project No.	Activity	Source Type	Account	Parcel No.	Detail Amount
13033	41390	DOT57125	DOT03010176RW	RW0000	RW201	55470	012B	\$50,100.00

RECEIVED CHECK NO. _____
IN THE AMOUNT OF \$ _____
IN PAYMENT OF ABOVE.

DATE _____

BY _____

DUPLICATE

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Property File No.: 301-176-012B

Owner Name: City of Norwalk

Acceptance Agreement

It is understood that you agree to the State's offer in the amount of \$50,100.00. The following shall apply:

- The above award is in full settlement for all real property rights acquired and constitutes a full and final payment for any and all loss of value caused by this acquisition.
- This acquisition is in accordance with C.G.S. Sec. 13a-73(c), 13b-36(a) & 13a-79; as applicable.
- This agreement is subject to final approval(s) in accordance with C.G.S. Sec. 13a-73(h)
- Pending the delivery of good and sufficient title, an Immediate Right of Entry is hereby granted to the State of Connecticut, and/or its agents to proceed with the construction of the subject project.
- Payment(s) will be made by check issued from the Treasurer of the State of Connecticut to the property owner and/or mortgagee (if applicable) at the time of closing.
- The owner agrees to assist in the securing of good and sufficient title and agrees to convey the same by instrument prepared by the Department.

Owner's Legal Signature _____ Date _____

Owner's Legal Signature _____ Date _____

James I. Mason, Transportation Principal Property Agent Date _____

State Properties Review Board Date _____

revised: 11/01/17

FOR INTERNAL USE ONLY

Invoice Date: _____ Invoice #: _____ CORE P.O. #: _____ CORE Receipt #: _____

Payee: (Name & Address)

Payee's FEIN/SSN:

Invoice Amount:

--

\$50,100.00

Property Location:

15 and 60 South Smith Street, Norwalk CT 06855

Coded By: _____ Reviewed By: _____ Date: _____

FUND	SID	DeptID	Project No.	Activity	Source Type	Account	Parcel No.	Detail Amount
13033	41390	DOT57125	DOT03010176RW	RW0000	RW201	55470	012B	\$50,100.00

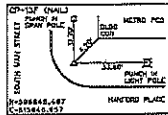
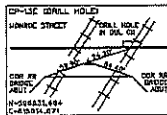
RECEIVED CHECK NO. _____

DATE _____

IN THE AMOUNT OF \$ _____

BY _____

IN PAYMENT OF ABOVE.



E 245500



N 485500

REFERENCE:

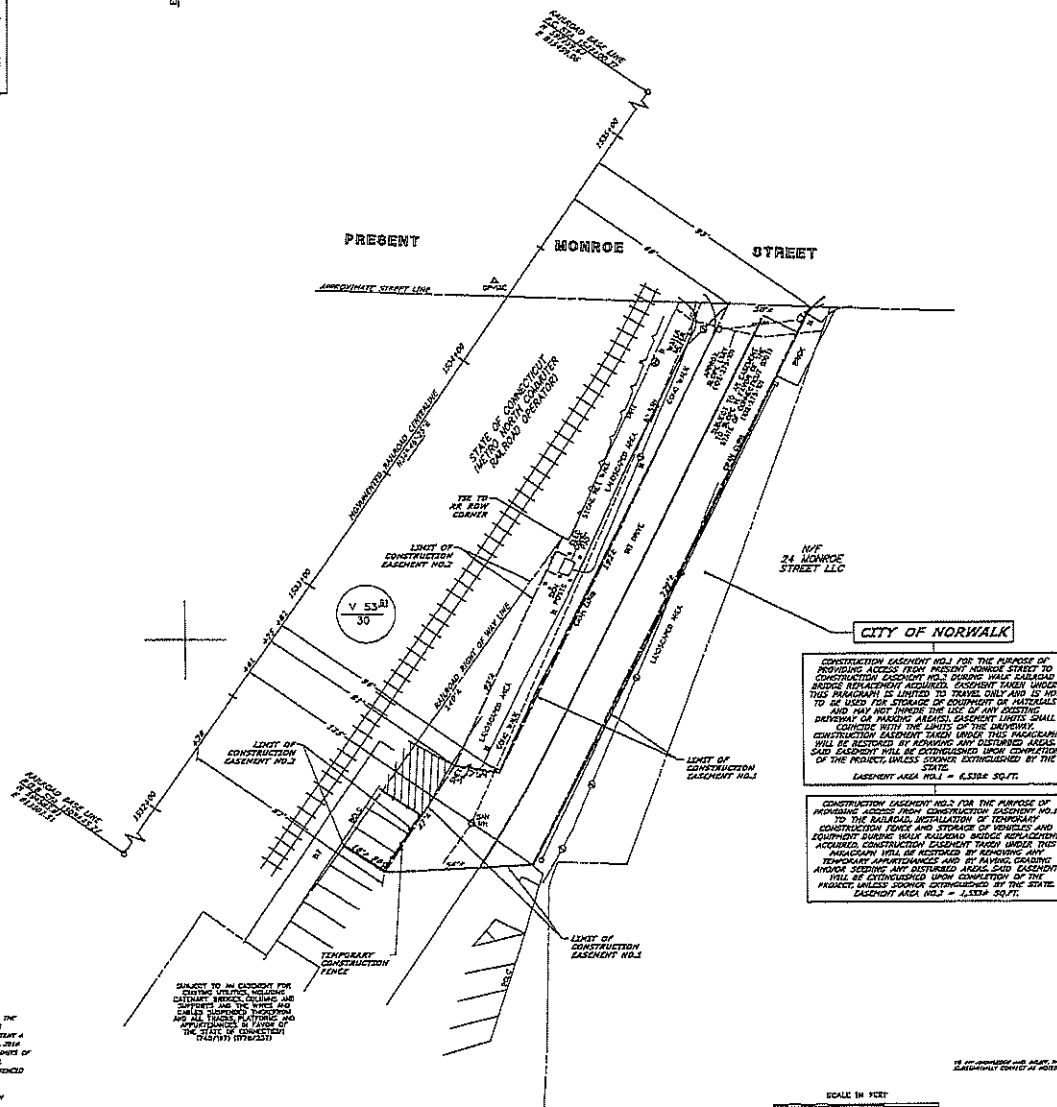
1. OFFICIAL LOCATION SURVEY PROVIDED BY CONDOT DISTRICT 3, PROJECT NO. 100704, DATE OF 24 MAY 2016, MONROE STREET BRIDGE REPLACEMENT PROJECT ORIGIN.
2. CONDOT CONSTRUCTION PROJECT NO. 201-176, OFFICIAL: "WALK RAILROAD BRIDGE REPLACEMENT".
3. 2016-176, PG. 101 (S&L).
4. 2016-176, PG. 101 (S&L).
5. CONDOT ONE FILE 1820101-1820110.
6. CONDOT ONE FILE 1820101-1820110.
7. CONDOT ONE FILE 1820101-1820110.
8. MAP DATED 2016-176, MONROE STREET BRIDGE REPLACEMENT PROJECT, LOCATED AT 245500, 485500, 1820101, 1820110, FOR CITY OF NORWALK, SCALE 1"=40', DATED OCTOBER 5, 2016.
9. MAP DATED 2016-176, MONROE STREET BRIDGE REPLACEMENT PROJECT, LOCATED AT 245500, 485500, 1820101, 1820110, FOR CITY OF NORWALK, SCALE 1"=40', DATED OCTOBER 5, 2016.

NOTES:

1. THIS SURVEY AND MAP HAVE BEEN PREPARED BY ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, 2016-176, THROUGH COMPLIANCE, THE "TOWN OF NORWALK" DEPARTMENT, CONDOT DISTRICT 3, PROJECT NO. 100704, DATE OF 24 MAY 2016, MONROE STREET BRIDGE REPLACEMENT PROJECT ORIGIN.
2. THE FEATURES SHOWN ARE THE RESULT OF THE OFFICIAL LOCATION SURVEY FOR THE PROJECT OF AN AUTHORIZED PERSON.
3. THE PROPERTY AND STREET LIMITS SHOWN ARE BASED ON THE REGULATIONS OF CONNECTICUT STATE AGENCIES, 2016-176, THROUGH COMPLIANCE, THE "TOWN OF NORWALK" DEPARTMENT, CONDOT DISTRICT 3, PROJECT NO. 100704, DATE OF 24 MAY 2016, MONROE STREET BRIDGE REPLACEMENT PROJECT ORIGIN.
4. THE CONSTRUCTION EASEMENTS SHOWN WILL BE PERMANENTLY ESTABLISHED BY AN APPROPRIATE INSTRUMENT TO BE FILED IN THE PUBLIC LAND RECORDS.
5. SUPPLEMENTAL TO THE SURVEY COMPLETED FROM 2016 STATEMENT OF WORK.

DATE: 10/05/2016
BY: JSC/06
CHECKED BY: JSC/06
DATE: 10/05/2016

THE ENGINEER'S SEAL AND SIGNATURE ARE REQUIRED FOR THIS STATEMENT OF WORK.



CITY OF NORWALK

CONSTRUCTION EASEMENT NO. 1 FOR THE PURPOSE OF PROVIDING ACCESS FROM MONROE STREET TO CONSTRUCTION EASEMENT NO. 2 DURING WALK RAILROAD BRIDGE REPLACEMENT PROJECT. THIS EASEMENT IS LIMITED TO TRAVEL ONLY AND IS NOT TO BE USED FOR STORAGE OF EQUIPMENT OR MATERIALS AND MAY NOT IMPERE THE USE OF ANY EXISTING DRAINAGE OR PASSAGE AREAS. EASEMENT LIMITS SHALL CORRELATE WITH THE LIMITS OF THE DRIVEWAY. CONSTRUCTION EASEMENT TAKEN UNDER THIS AGREEMENT WILL BE RESTORED BY REMOVING ANY DISTURBED AREAS. SAID EASEMENT WILL BE EXTINGUISHED UPON COMPLETION OF THE PROJECT, UNLESS SOONER EXTINGUISHED BY THE STATE.

EASEMENT AREA NO. 1 = 6,538 SQ. FT.

CONSTRUCTION EASEMENT NO. 2 FOR THE PURPOSE OF PROVIDING ACCESS FROM CONSTRUCTION EASEMENT NO. 1 TO THE RAILROAD, INSTALLATION OF TEMPORARY CONSTRUCTION FENCE AND STORAGE OF VEHICLES AND EQUIPMENT DURING WALK RAILROAD BRIDGE REPLACEMENT PROJECT. THIS EASEMENT IS LIMITED TO TRAVEL ONLY AND IS NOT TO BE USED FOR STORAGE OF EQUIPMENT OR MATERIALS AND MAY NOT IMPERE THE USE OF ANY EXISTING DRAINAGE OR PASSAGE AREAS. EASEMENT LIMITS SHALL CORRELATE WITH THE LIMITS OF THE DRIVEWAY. CONSTRUCTION EASEMENT TAKEN UNDER THIS AGREEMENT WILL BE RESTORED BY REMOVING ANY DISTURBED AREAS. SAID EASEMENT WILL BE EXTINGUISHED UPON COMPLETION OF THE PROJECT, UNLESS SOONER EXTINGUISHED BY THE STATE.

EASEMENT AREA NO. 2 = 1,534 SQ. FT.

SCALE IN FEET

DATE: 10/05/2016

REVISION: 1

REQ. BY: JSC/06

DATE: 10/05/2016

BY: JSC/06

DATE: 10/05/2016

DATE: 10/05/2016

DATE: 10/05/2016

DATE: 10/05/2016

DATE: 10/05/2016

DATE: 10/05/2016

DATE: 10/05/2016

DATE: 10/05/2016

DATE: 10/05/2016

DATE: 10/05/2016

DATE: 10/05/2016

DATE: 10/05/2016

RIGHT OF WAY SURVEY

TOWN OF NORWALK
MAP SHOWING EASEMENT ACQUIRED FROM
CITY OF NORWALK

BY
THE STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

WALK RAILROAD BRIDGE REPLACEMENT

SCALE: 1"=40'

DATE: 10/05/2016

DATE: 10/05/2016

DATE: 10/05/2016

DATE: 10/05/2016

DATE: 10/05/2016

DATE: 10/05/2016

DATE: 10/05/2016

DATE: 10/05/2016

DATE: 10/05/2016

DATE: 10/05/2016

DATE: 10/05/2016

DATE: 10/05/2016

EXHIBIT 3.B.



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: (860-594-2476)

April 21, 2020

91 7199 9991 7038 3144 1751

CERTIFIED MAIL

The Honorable Harry W. Rilling
Mayor
City of Norwalk.
c/o Norwalk Parking Authority
125 East Avenue
Norwalk, CT 06856-5125

Dear Mayor Rilling:

Subject: File No.: 301-176-047
Owner(s): City of Norwalk (SONO Station)
Town: Norwalk

The State of Connecticut Department of Transportation (Department) is now acquiring property for the Project known as Walk Bridge Replacement. In connection therewith, we enclose our revised map dated January, 2020 detailing the proposed acquisition.

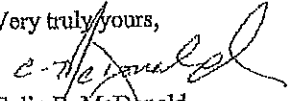
The State's offer of compensation, as evidenced by the enclosed offer letter, is \$293,700.00. This offer is based upon an appraisal prepared by the Division of Rights of Way.

As is standard of real estate acquisitions of this type, the conveyance of "good and sufficient title" is required from the owners of record. Should the Department's title examination of your property reflect encumbrances that prohibit the transfer of adequate title, your assistance will be required. In this regard, a copy of our title reports cover page is enclosed for your review and comment.

If the offer is acceptable, please execute the enclosed acceptance agreement and W-9 form and return them to my attention. You may keep the page marked "duplicate copy" for your records. Oral representations or promises made during the negotiation process are not binding on the Department.

I am available to meet with you to review the offer, the construction plans, and answer any questions you may have. Please contact me at the above telephone number or address no later than May 20, 2020.

Very truly yours,


Colin B. McDonald
Acquisition/Relocation Section
Division of Rights of Way

Enclosures

bcc: Workflow File
Acquisition/Relocation

Cover Letter Rev. 5/01/2018



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone: (860) 594-2476

OWNER: City of Norwalk

PROPERTY FILE NO. 301-176-047

ADDRESS: 30 Monroe Street

TOWN: Norwalk

Pursuant to Connecticut General Statute(s) and as required for the project known as Walk Bridge Replacement, the Commissioner of Transportation finds it necessary to acquire from you the following property rights as described on the attached revised map dated January 2020.

Compensation payable to you for the proposed acquisition and all legal damages to any remainder is as follows:

Value of Construction Easement #1	\$176,300.00 (RD)
Value of Construction Easement #2	\$117,400.00 (RD)
Total Compensation	\$293,700.00

The above represents an offer of just compensation for the property rights as developed by the Division of Rights of Way. Should you wish to accept this offer, please review and execute page two of this offer letter.

If you have any questions regarding this matter, please contact Colin B. McDonald at the telephone number or address shown above.

Very truly yours,

James I. Mason
Transportation Principal Property Agent
Connecticut Department of Transportation

Attachment: Taking Map
bcc: Workflow File

Offer Letter Rev. 11/01/17

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Property File No.: 301-176-047

Owner Name: City of Norwalk

Acceptance Agreement

It is understood that you agree to the State's offer in the amount of \$293,700.00. The following shall apply:

- The above award is in full settlement for all real property rights acquired and constitutes a full and final payment for any and all loss of value caused by this acquisition.
- This acquisition is in accordance with C.G.S. Sec.13a-73(c), 13b-36(a) & 13a-79; as applicable.
- This agreement is subject to final approval(s) in accordance with C.G.S. Sec. 13a-73(h)
- Pending the delivery of good and sufficient title, an Immediate Right of Entry is hereby granted to the State of Connecticut, and/or its agents to proceed with the construction of the subject project.
- Payment(s) will be made by check issued from the Treasurer of the State of Connecticut to the property owner and/or mortgagee (if applicable) at the time of closing.
- The owner agrees to assist in the securing of good and sufficient title and agrees to convey the same by instrument prepared by the Department.

Owner's Legal Signature

Date

Owner's Legal Signature

Date

James I. Mason, Transportation Principal Property Agent Date

State Properties Review Board

Date

FOR INTERNAL USE ONLY

revised: 11/01/17

Invoice Date: _____ Invoice #: _____

CORE P.O. #: _____ CORE Receipt #: _____

Payee: (Name & Address)

Payee's EIN/SSN:

--

Invoice Amount:

\$293,700.00

Property Location:

30 Monroe Street, Norwalk, CT 06854

Coded By: _____ Reviewed By: _____ Date: _____

FUND	SID	DeptID	Project No.	Activity	Source Type	Account	Parcel No.	Detail Amount
13033	41390	DOT57125	DOT03010176RW	RW0000	RW201	55470	047	\$293,700.00

RECEIVED CHECK NO. _____

DATE _____

IN THE AMOUNT OF \$ _____

IN PAYMENT OF ABOVE.

BY _____



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

TO : MEMBERS OF COMMON COUNCIL

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : NORWALK MUSEUM – ADA COMPLIANCE ELEVATOR

DATE: SEPTEMBER 16, 2020

On September 8, 2020, the Norwalk Common Council approved Item VII. C.1a & 1b. as follows:

“1a. Authorize the Mayor, Harry W. Rilling, to execute a contract with A.V. Tuchy, Inc. for the installation of an elevation at the Norwalk Museum for a total not to exceed \$469,978.00. Acct. # 0919/206363 5777 C0549

1b. Authorized the Historical Commission to execute Change Orders on Contract for a total not to exceed \$47,000.”

We have subsequently learned that the account number was incorrect. The correct number is “0919/216310 5777 C0549” instead. Therefore, I am hereby requesting a technical correction as follows:

“Technical Correction: amend Common Council action of September 8, 2020 Item VII.C.1a.&1b. to correct account number from “0919/206363 5777 C0549” to “0919/21 6310 5777 C0549. Said action shall read as follows:

1a. Authorize the Mayor, Harry W. Rilling, to execute a contract with A.V. Tuchy, Inc. for the installation of an elevation at the Norwalk Museum for a total not to exceed \$469,978.00. **Acct. # 0919/21 6310 5777 C0549**

1b. Authorized the Historical Commission to execute Change Orders on Contract for a total not to exceed \$47,000.”

Thank you for your consideration of this matter.



August 25, 2020

Alan Lo
Land Use and Building Management
City of Norwalk
125 East Ave
Norwalk, CT 06851

Re: Bid Award for Norwalk Museum Elevator

Dear Mr. Lo, Chairman Livingston, and members of the Land Use Committee:

In 2014, the Historical Commission hired O'Riordan-Migani Architects to develop plans for the Museum building located at City Hall to comply with the Americans with Disabilities Act (ADA). To manage costs, the project was divided into five phases. The first two phases, which dealt with exterior ADA-compliant access into the building, have been completed. The next phase of the project includes the installation of an elevator to provide access to the basement level, first and second floors, along with ADA-compliant pathways to and from the elevator. The plans for the third phase were put out to bid and eight responses were received. Please find the bid response summary from Purchasing below. The low bidder did not meet the required project experience qualifications.

The second lowest bidder, A. V. Tuchy, Inc., satisfies all of the bid requirements and we recommend accepting their bid in the amount of \$446,272 plus an additional \$23,706 for two add alternatives, for a total of \$469,978.

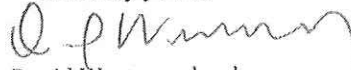
We are asking the Land Use Committee to approve and refer the following actions to the Common Council. The recommended actions are:

AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH A.V. TUCHY, INC. FOR INSTALLATION OF AN ELEVATOR AT THE MUSEUM AT CITY HALL, IN THE AMOUNT NOT TO EXCEED \$469,978. FUNDING FROM ACCOUNTS ~~09190636310 5777 C0549~~ AND ~~09200636310 5777 C0549~~. **Correct Acct # 0919/21 6310 5777 C0549**

AUTHORIZE THE HISTORICAL COMMISSION TO EXECUTE CHANGE ORDERS ON THE CONTRACT NOT TO EXCEED \$47,000. FUNDING FROM ACCOUNTS ~~09190636310 5777 C0549~~ AND ~~09200636310 5777 C0549~~.

Thank you for your consideration and support.

Sincerely yours,


David Westmoreland

cc: Dana Laird

Attachment

125 East Avenue, Norwalk, Connecticut 06851



125 East Avenue • PO Box 6001
Norwalk, CT 06852-6001
Office: (203) 854-4057
Email: larian@norwalkps.org

Nina Laria
Finance Asst.

DATE: September 17, 2020

TO: **MEMEBERS OF COMMON COUNCIL**

FROM: NORWALK PUBLIC SCHOOLS

RE: **AM Electric Company LLC. For the Silvermine Elementary School Air Conditioning and Electrical Upgrades**

On August 8, 2020, the Norwalk Common Council approved the below:

2A. AUTHORIZE THE MAYOR, HARRY W. RILING, TO EXECUTE AN AGREEMENT WITH AM ELECTRIC COMPANY LLC. FOR THE SILVERMINE ELEMENTARY SCHOOL AIR CONDITIONING AND ELECTRICAL UPGRADES PROJECT FOR A TOTAL NOT EXCEED \$345,000. FUNDS ARE AVAILABLE IN ACCT. #09205010 5777 C0652.

2B. AUTHORIZE THE NPS FACILITIES DEPARTMENT TO ISSUE CHANGE ORDERS ON THIS CONTRACT FOR A TOTAL OF \$34,500. FUNDS ARE AVAILABLE IN ACCT. #09205010 5777 C0652.

We have subsequently learned that the account number was incorrect. The correct number should be **09215010-5777-C0652**. Therefore, I am hereby requesting a technical correction as follows:

Technical Correction: amend Common Council action of August 11, 2020 Item 2a. & 2b. To correct account number from 09205010-5777-C0652 to 09215010-5777-C0652 2a. Authorize the Mayor, Harry W. Riling, to execute an Agreement with AM Electric Company LLC. For the Silvermine Elementary School Air Conditioning and Electrical Upgrades Project for a total not exceed \$345,000. Funds are available in Acct. **#09215010 5777 C0652**. 2b. Authorize the NPS Facilities Department to issue Change Orders on this contract for a total of \$34,500. Funds are available in Acct. **#09215010 5777 C0652**.

Thank you for your consideration of this matter.

Norwalk Public Schools

Cc: Thomas Hamilton, Chief Financial Officer
Frank Costanzo, Chief Operating Officer
William Hodel, Director of Facilities



Memorandum

August 3, 2020

**To: Planning Commission
Planning Committee**

From: Steve Kleppin, Planning & Zoning Director

Re: East Norwalk TOD Plan Edits

Attached are recommended edits from the Oversight Committee to the East Norwalk Neighborhood TOD Plan. The majority are clarification items, further explanation of the susceptibility to change analysis or modifications to Appendix D, which are the draft zoning regulations. I will explain these items further when we meet.

It is important to note that the draft zoning and draft design guidelines will likely change after the plan is adopted. Some plans of this type do not fully develop draft zoning recommendations but I felt it was important for this plan to have a set of regulations that was close to complete. Further evaluation of the zoning regulations and design guidelines will occur as part of the Zoning Commissions subsequent review as part of their amendment process. Particular attention has been paid to the amenities bonus criteria in the draft zoning and will undoubtedly be modified further as the process continues. In addition, I anticipate having the consultant who will be updating the zoning regulations review these draft regulations as a separate task to not only review the amenities section but to also look at the shared parking analysis which was a concern expressed at one of the public meetings.

END

TOD Edits for Final Plan

Acknowledgments: Change "Deb" Goldstein to "Deborah".

Universal Change, spell out acronyms (like "LOS").

Universal: Final proof after all changes made.

Pages 14-17: Misalignment of headers after format change.

Page 42: Remove the reference to "A pilot bike-share program is in the works."

Page 43: Change Port Chester to NY, not CT.

Page 62: Edit wording to indicate how the Fitch Street bicycle lane will continue south on East Avenue once the changes at the Fort Point intersection are made.

Page 62: Change "Finch Street" to "Fitch Street". Remove reference to the hotel in the SoNo Collection.

Page 64: states "Seaview Avenue has a dedicated bicycle lane in the eastbound direction only, along Veterans Memorial Park, terminating at East Avenue." Change to indicate that the City should consider expanding the shoulder into a bike lane.

Page 72: Change second sentence. Third Taxing District is the predominate supplier of power for East Norwalk. Remove reference to SNEW.

Page 77: Add Hurricane Evacuation Routes to the map.

Page 84-85. Add information about analysis of potential development volumes on test sites for fit studies to address questions about development raised in public meetings (2-4 additional pages).

Page 97: Section 7.2.2.a Add: "Provide bicycle parking near retail establishments to encourage people to bicycle rather than drive to do errands." (also requested – add bike locker at train station.).

Page 107: Section 7.5.2.b Add: "as part of the Recreation and Parks Master Plan, consider adding a bike route through Veteran's Park".

Page 108: Change "Taylor Park" to "Taylor Farm Park".

Correct references from a 10-car platform at the new East Norwalk Train Station to a 6-car platform.

Appendix D, Page 13 - item 4(b) – Modify requirement so that the application can only be approved by at least a 2/3 majority vote of the Commission.

Appendix D, Include proposed EVTZ in Article 101, Workforce Housing, with SSDD and CBD.

Additional Considerations to the Amenities Schedule:

1. A recommendation was made on how to Incentivize home ownership verse rental. This is still being studied. Any recommendation regarding this will be forwarded to both the Planning Commission and Planning Committee's prior to their respective final hearings on the plan.
2. Confirm there is no overlap between the LEEDS Silver and SITES certification levels, so that the amenities aren't double counted.
3. Tie the rent reduction bonus to marketing and business recruitment.
4. Can we condition approvals on always maintaining ground floor activation. Staff feels this would be difficult to enforce over the long-term.
5. Consider allowing extra points for uses desired by the community (grocery store, post office). Staff is concerned that this will be difficult to enforce, since points were awarded for that specific use, what happens if they vacate? If the owner cannot put a like use in, the bonus points have already been awarded.

Add short introduction to appendices for zoning and design guidelines explaining that they are drafts that will be modified as part of a separate approval process. Might consider raising some of the questions above within this introduction rather than the body of the report.

Memorandum

July 30, 2020

To: Planning Committee

From: Steve Kleppin, Planning & Zoning Director



Re: Update to the Citywide Plan (POCD) - East Norwalk TOD Plan

As you are aware, we have been preparing a Transit Oriented Development (TOD) Plan for East Norwalk which was funded by a grant from the State of CT Office of Policy and Management. Incorporating the TOD plan into the POCD requires a formal amendment, similar to when the Citywide Plan was adopted in 2019. In addition, when the POCD is adopted or amended there are several referrals that are required, including a referral to the Common Council via the Planning Committee. A certified copy of the Plan was officially referred on July, 22 2020. I am assuming that the Planning Committee will hold a public hearing on the amendment prior to forwarding it to the full Council for consideration.

While there is opposition to certain elements of the plan, particularly increases in density and height, as well as potential traffic impacts, my opinion is that the proposal is modest and appropriate in proximity to a Metro North station. As part of the outreach process, the planning team made 2 public presentations of the plan earlier this month. For those who wish to view the public presentations, including public comment, they can be viewed at the City's YouTube Channel:

<https://www.youtube.com/watch?v=jRNDUcz82f8> and

<https://www.youtube.com/watch?v=H534IIL7HEA>

The Planning Commission is holding the first of its two required public hearings on August 5th. The August 5th hearing will include a full presentation prior to public comment.

The Oversight Committee recently met and has collected a series of edits to the plan which I will provide to you in a separate document. The majority of these edits are grammatical in nature, or occur in the appendices. There are no edits that alter the plan recommendations. It is important to note that the proposed zoning regulations and design guidelines are appendices to the plan and will likely be further amended as the process proceeds. In addition, adoption of the zoning regulations and design guidelines is a separate and subsequent process that requires additional public hearings.

The proposed changes to the POCD are as follows:

Page 195, Add “iii”

Implement the transportation recommendations in the East Norwalk Neighborhood TOD Plan. The City will further evaluate, modify as necessary and implement the recommendations within the plan, including, but not limited to, sidewalk and pedestrian connection improvements, expanded bicycle lanes, the proposed pedestrian promenade, the residential parking program and other safety and access improvements.

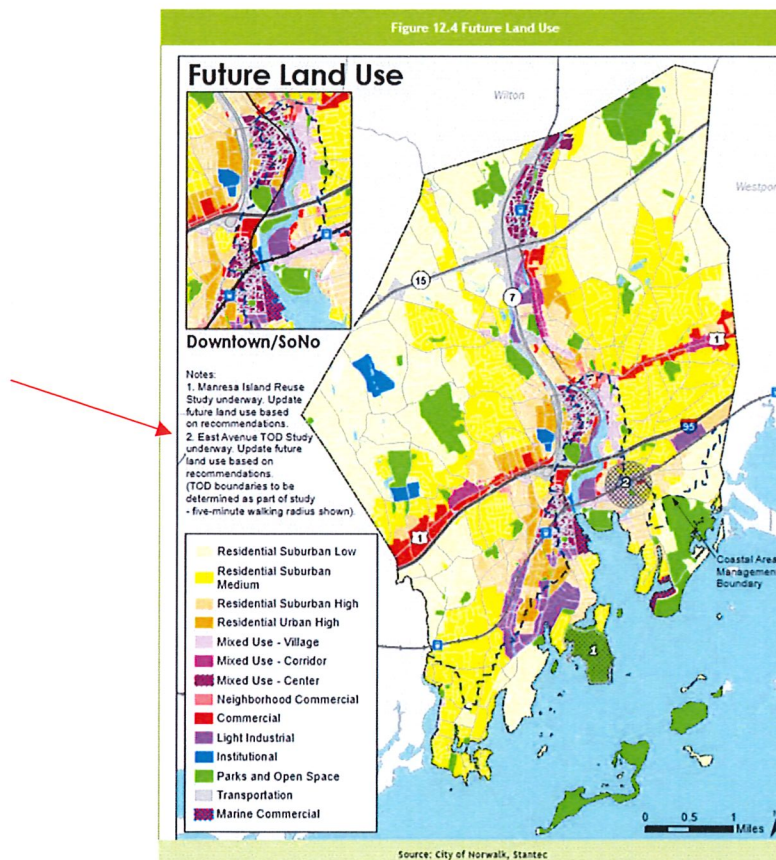
When: 2020-2029

Who: Planning & Zoning, Transportation, Mobility and Parking and Public Works

Resources: Staff time, capital funds and grant funds

Page 240, Figure 12

Change #2 as follows: **Implement the goals and recommendations of the East Norwalk Neighborhood TOD Plan, as well as revising the Building Zone Map, consistent with the recommended changes within the plan and as further amended.**



Page 242 “i”, new 5th Bullet

Implement the goals and recommendations of the 2020 East Norwalk Neighborhood TOD Plan and as further amended.

Page 245 “ii”, replace third bullet

Implement the East Norwalk TOD Village District recommendations, including the zoning regulations and design standards, as proposed within the East Norwalk TOD Village Plan, as further amended by the Zoning Commission.”

Page 246, “iv”, add study area to façade improvement program

Create a façade improvement grant program for Wall Street/West Avenue, SoNo and East Norwalk.

Provide small business support for property owners by offering matching grants for façade improvements that meet basic design and quality criteria. Upgrades to the physical condition of buildings will positively influence the perception of the neighborhood. Storefronts, signage, windows, and façade restoration are critical elements to address.

When the grant funding for this plan was approved we thought the plan would be completed by the end of June. For a variety of reasons that did not occur. We were granted an extension by the State of CT, until the end of October. Since we have to update the POCD as part of that process that adds nearly 3 months to the overall timeline, so we do need to act somewhat expeditiously.

Therefore, I request that the Planning Committee schedule a public for their September 3rd meeting to consider the proposed amendments to the Citywide Plan (POCD) and then forward the attached resolution to the Common Council for consideration.

END

Action: Approve the amendment to the Norwalk Citywide Plan: 2019-2029, Plan of Conservation and Development, to incorporate the East Norwalk Neighborhood TOD Plan and authorize the Mayor, Harry W. Rilling to execute the amended Plan and all associated documentation.

Dear Planning and Zoning Commission Chairs and Commissioners;

Kindly consider the concerns of long time East Norwalk homeowners.

While I agree that East Norwalk could use improvements as any neighborhood does, our family believes the proposed changes will not improve but inevitably harm our area.

We moved to EN 20 plus years ago primarily because we loved the small, quaint beach neighborhood as do so many of our friends who live here. Adding large structures, primarily apartment complexes to our area is not what we envisioned.

Residential parking, (Osborne Ave. for example) traffic, (try getting to I95 from the beach in the morning) and schools, (need I point out what's lacking here?) are suffering already. This small neighborhood simply cannot support more congestion.

On a positive note, we do support the idea of making East Norwalk more walkable and pedestrian/visitor friendly.

For example instead of allowing the Wells Fargo property to be turned into an apartment complex and certainly not one with a tall structure couldn't we find a way to provide perks for it to be developed for public use? This property could be opened up and a plaza (let's name it after whomever pays for it) could be created where the public would have a beautiful view of the wildlife that resides there. A possible fountain with seating, cafes, and small shops would encourage visitors. Bike racks could lessen parking. It would be a perfect spot for a farmers market, small live music acts and craft shows. This would definitely bring revenue to the area.

There has also been many talks of St Thomas selling their education building property and how it could be replaced with a large retail/ apartment complex. Couldn't this space be "encouraged" by the city to be utilized as a teen or community center? East Norwalkers like the setback, low structure and the ample parking would support the various activities that could be held there.

Let's please think of ways to recreate and improve our spaces without demolishing only to build larger. Bigger isn't always better.

Our final thought is: Are we being heard? After attending the public meetings, asking questions, commenting and reaching out in emails it seems to have fallen on deaf ears.

We are saddened at what could potentially happen to our beloved neighborhood, our home. We are proud to be Norwalk residents and want to stay that way. Thank you for your time and we do hope to hear back from you.

Respectfully,
Terence and Jessie McGarty

Hello All;

I have lived in East Norwalk my entire life. I'm a senior citizen now.
I don't like this plan. It will add more traffic to my district.

When I watched the zoom meeting by the consultants it looked like they were talking about an area in Boston or Rhode Island, not Norwalk CT.

I like having the gas stations, laundermat, little stores/restaurants by the railroad. They are convenient for my lifestyle. If you take all of them away what will I have to do, go to Connecticut avenue for everything ?

By the way, we have a very nice area in Vets park where people walk there dogs, etc. Why do we need a promenade? Where is all the money going to come from?

This is my opinion as a tax payer. I don't mind improving things but this is too much.

Sincerely,

J. OBoy and family

Dear Sir.

I am sorry to be so late with this e-mail but my parents are elderly and I just buried my Dad. I retired to take care of my parents. No regrets.

I'll tell you what I do regret, voting for you. Sorry, but I am so disappointed in the town that you are leaving to my children and grandchildren. How dare you lie to me! You were going to make Norwalk better. In your correspondence to me on October 17, 2019, you spoke of Norwalk having that New England charm. Then why are you selling it off piece by piece? When you were Police Chief, I thought how good you were for our town. Tell me, when did you make a pack with the devil? You told me we were zoned for 5 story buildings. But "yesterday's" height of a story isn't what we are seeing today, is it?

Obviously, [I am](#) upset. I put my faith in you. You have destroyed all confidence I ever had, I have lived here all my life and I always enjoyed the atmosphere and felt safe. Well, that's gone. You, they, are crowding our town. We cannot accommodate the people, the traffic. the children. the parking. But wait, you don't care. I understand because it won't effect you, besides, you think you are doing it to better Norwalk and for progress and that makes it OK. Developers ALWAYS have a "good" selling point. That's their job. What's yours?

I know we need progress but at what cost? What I don't understand is how someone who has made Norwalk their home for so long, can ignore it's people and the very heart of the town. We are going to turn into every other busy hub with its greedy, selfish people who don't even know their neighbors let alone help them. Our, (Norwalk's) personality has changed because of this. It is no longer unique and soon no longer the rainbow mixture it has proudly boasted. I WAS so proud of that.

Good bye,
Rose Marie Albertson

P.S. All these tall buildings are surrounding my peaceful, residential home: East Avenue, Nordens, Winfield Street and the Wells Fargo Bank; oh and how about the "casino plans" involving the mall?!!

Gentlemen,

My wife and I just listed to the ENNA meeting at which they shared information about the plan. This was our first chance to hear about the process and dig into the details. Let me start with a thanks. It looks like you all have done a good job of soliciting input and addressing those issues.

I would add two comments:

- 1) we should do all we can to incentivize home ownership. Research is pretty clear that high levels of residential ownership have a very positive impact on quality of life in the community. Adjusting tax incentives to encourage more condos or co-ops seems like a reasonable idea.
- 2) I personally would embrace neighborhood parking permits. We had those when we lived in Boston. Hard to adapt to when you first move into the neighborhood, but then it gets pretty straightforward.
- 3) very concerned about density and impact on broader community—schools and other services, for example. I am very supportive of some increase in density, if it is well managed.
- 4) Green space is critical. As you consider changes to zoning, please ensure minimums of green space in each development. Having traveled to Singapore a few times, it is amazing how creative green space can mitigate some of the impacts of greater density.

Best regards,

Russell Morris

8 Roland Ave, Norwalk, CT 06855

RU77355@gmail.com

Dear Mr. Kydes and Mr. Kleppin:

I'd like to amend my earlier email if I can. While I still stand by my original remarks, I'd add one thing that seems to be a glaring omission from the plan and the discussion around the plan: the impact of climate change. Given that East Norwalk is identified in numerous maps as being at increasingly a higher risk, shouldn't there be some talk about flood surge protections, emergency exits, higher building standards. The more I think about the plan and other conversations I am having, the more I am struck by the fact that the assumptions in the plan are that everything will be more of the same. I believe it might be worthwhile to take some time to review these assumptions and build a more resilient community that can face these challenges from a position of foresight.

Best regards,
Russell Morris
8 Roland Avenue
646-734-4149

Please vote no on current proposal for East Norwalk . So many plans we did not ask for ! We don't want overdevelopment and traffic congestion .

No to Wells Fargo condos

No to Seaview Promenade

Just widen roads , fix sidewalks and train station.

06855 is a village not a city center

Traffic is already a nightmare

Thank you

Jim & Geri Sutton

8 Raymond Terrace

35 years strong !

Hello Mr. Kydes,

As a millennial that has recently settled in Norwalk, I have really come to appreciate the charm of our city. In the 2 years I have lived here so far, I have been disappointed by the way that big developers are coming to take a hold on our city, putting up unaffordable cheaply built apartments. I am most recently concerned with the TOD rezoning plan.

1. The City is already experiencing a water shortage with the two reservoirs being polluted.
2. How can we possibly handle more congestion in east Norwalk? The traffic is already unbearable. And I do not for one second believe that millennials will live in east Norwalk without cars because I wouldn't ever live in this city without a car. How would you get to the doctor?? Or a grocery store?? Or your favorite gym? It's not like this is Nyc and there's great public transport (I wish!!).
3. Mill pond is beautiful the way it is and the wild life should be cherished. The last thing we need is construction and distruction of the little wild coastal habitats we have left here.
4. It's a lie that millennials don't want kids. There will be kids, if a millennial is chosing to live in the suburbs. There will be additional bodies attending the schools. And you better hope that my generation has kids, because otherwise, you may have a replacement rate issue. We need families to sustain norwalk as a viable city.

What I would like to see, as a millennial in this area is more care paid to environmental protection, especially our rare coastal species as well as more venues for entertainment and relaxation. Parks and gathering spaces. Places to make memories with loved ones. Things that are accessible and enjoyable to all. That's what makes a city a cool place to live.

All the best,

Lauren Mallet

Hi Steve,

Thanks to all of you for the thoughtful TOD presentation and discussion. The priorities of pedestrian-centric development and sustainable landscaping to manage stormwater were excellent. Below I've shared some information about including a commitment to 2030 energy, carbon and transportation emission goals which works well with the current recommendations in the TOD for green infrastructure networks and sustainable sites certification.

1. Background: To avoid catastrophic climate change, most top architecture and engineering firms in the US have committed to designing buildings that reduce energy/water consumption by 50% of current levels by 2030 at the latest. However, most small architecture and engineering firms have *not* signed on, and even with the firms that have, unless the client states that it is their goal as well to meet this target, it may not be achieved.

2. Why it is critical: Buildings are responsible for 40% of global carbon emissions; the emissions from new buildings constructed within the 2020-2030 decade will be make-or-break in terms of whether we meet global climate goals (and succeed in preventing flooding and other ecosystem disruptions in cities like Norwalk). **Thus to meet climate goals, it has been calculated that the minimum increase in building energy/water efficiency must be 50% by 2030 and reach net-zero by 2050. Buildings constructed now that do not meet these standards will need to be retrofitted later to meet them, which will be costly.**

3. A solution: In order to ensure that developers, architects, and engineers provide buildings which improve significantly upon current energy/water efficiency performance, cities have been designating **2030 districts**. The program is a voluntary designation to define, communicate, and require these environmental goals within a district boundary. Info can be found here: <https://www.2030districts.org/>. Cities that have designated 2030 districts include New York City, Stamford, Ann Arbor, and Ithaca. Signing on to this has the added benefit of adding Norwalk to the map of cities leading the charge in sustainability. The reason cities officially designate districts is because it holds developers accountable, whereas simply recommending building efficiency does not.

4. Implications: Fundamentally, the steps are (1) reduce resource demand, and (2) switch to lower-carbon resources. Buildings can be designed with efficient heating and cooling systems such as radiant floors, passive solar thermal collectors, chilled beams, etc. as opposed to standard VAV systems. Energy analysis is conducted during the design phase to optimize insulation, glazing, passive ventilation. Low-carbon building materials are used such as FSC-certified timber, 95-100% recycled steel, carbon-sequestering concrete etc. **On-site renewables** are installed such as solar panels and geothermal heat pumps, both of which can be shared by multiple buildings. Further, **studies conducted by several municipalities, large and small, showed that to meet overall carbon emission reduction goals, buildings must be all-electric or at least ready to be converted to all-electric**. This is because it is physically impossible to reduce carbon emissions below a certain level **if an oil tank or gas line is installed (it will only have to be removed later)**. That is why installing oil/gas infrastructure saves the developer money now and costs the city later; as a result, [cities have begun to ban natural gas](#).

I would be happy to continue the conversation with you and the rest of the fantastic team who have been working hard on this TOD study. Please feel free to send questions or comments on any of the above. My background is structural engineering and environmental science, and would love to provide other feedback on the TOD proposal if there is still time. Is there a date by which additional feedback is requested? For reference on where my perspective comes from, I work at an Arch/Eng firm and my

most recent work has been for LGA airport terminal B, various university hospitals, O'Hare airport, overseas US embassy projects, and a couple net-zero energy homes.

Kind regards,

Devki

Devki Desai, PE LEED

devkides@gmail.com

Dear Members of the Planning Committee,

As a resident of East Norwalk for 27 years, on St. John Street, I would like to express my deep concerns and reservations about the proposed TOD plan.

I don't feel that it adequately addresses some of the most critical quality of life issues that we face on a daily basis, and indeed I fear this plan will exacerbate them further.

Perhaps the easiest way to present these issues is a listing, which follows below.

Traffic calming

Reroute truck traffic out of the St. John Street - Osborne Street loop. I am fearful that speeding, noise, and volume will lead to blight.

Addressing better sidewalks, especially at the East Avenue / St. John Street corner which have disappeared now that Dunkin Donuts and Mike's Deli combined have become a truck stop.

Addressing the heat index on East Avenue, and the connecting streets (Fort Point, Fitch, and Van Sant)
We desperately need more trees.

Can any further addition of apartments be delayed until after completion of the development on Rowan Street.

The reconstruction of the railroad bridge on East Avenue is a crucial first step prior to any further development south of the railroad tracks. What is the appeal of living near the train station when it is hazardous to walk there.

More density is not the solution. Better infrastructure and more aesthetic guidelines regarding Street facades and building heights that are in keeping with the existing should be given more emphasis.

Thank you for your consideration.

Patsy Rupp

Patsy Harker Rupp

To: Planning and Zoning Commissioners C/O Director - Steve Kleppin
Cc: Common Council C/O Commision Chair - Fran Dimeglio
Zoning Commision Chair – Louis Schulman
Council Planning Committee Chair – John Kydes

Subject: Postponement of Public Presentations and Hearings Virtually

To All, please consider postponing the imminent hearings and discussions concerning TOD Development Plans.

I have personally discussed this with many of our constituents, and we believe that postponing meetings until they can be safely presented in the public forum is essential for full understanding of all issues and transparency of all details associated with the plan.

I myself am not against some considered development, but not without careful consideration of the quality of life effect on taxpaying residents.

Few people believe that developers shouldn't make a profit, and that some areas of Norwalk should be considered for development. But not without positive impact on the community.

I am hopeful that the Common Council, and Associates will look at the TOD as an opportunity to make real quality progressive changes in Norwalk for the residents and their futures; not just focused on immediate potential tax revenue without seeing the bigger long reaching future of our wonderful city.

Remember why we live here, and don't forget to help us continue to want to stay.

Thank you for your consideration. Regards, James Mitchell – 3 Platt Street. East Norwalk, CT 06855

The August 24th online Planning Commission Public Hearing regarding the TOD District in East Norwalk was attended by a full house of East Norwalk residents, who, unabashedly, and overwhelmingly, expressed their total opposition to the projected overdevelopment of apartments/condos. Good sense prevailed with callers speaking openly and bluntly of City Hall not listening to their wishes and concerns., although Steve Kleppin, Director, P&Z, went to great lengths to rebut, even showing a chart of prior hearing processes leading up to this project. However, most of those meetings were Oversight Committee meetings, not widely publicized, and rarely attended by residents. He stated that the Oversight Commission was definitely on-board with this project, but failed to mention the one major dissenting member, the only one appointed to represent the resident's stakeholder group, ENNA. With the exception of three City Hall presentations last year, little advance publicity preceded the planning of such an important issue and one doubts that the scope, density and building height of the proposed buildings was the hottest item on those agendas.

The resident's main objection was the traffic impact of adding another few thousand people to an already overloaded grid. Parking, already in short supply, will be non-existent. What Mr. Kleppin did not share with the public is that his consultation with Emily Innes, Project Manager for Harriman (Project Designer), suggested they go back to the drawing board and determine what, exactly, the parking minimum is for these developments. He hasn't told us that yet. In the midst of the smoke and mirrors jargon this little fact could be very important to the density plans for these buildings. And the glossy amenities being constantly restated by Ms. Innes for these projects should be the price of entry of new development, not traded away as "gifts" from developers in exchange for building taller, more densely populated, structures.

Mr. Kleppin has described East Ave. again and again as the area within the TOD zone which purportedly needs a major "update" and is subsequently being stymied by the current 2.5 story requirement for that area. Perhaps this corridor needs some refurbishment, but would all the business owners and residents along this corridor benefit to a great degree if the building height is raised? Does every property owner on East Ave. wish to improve their property in this manner? If passed, the new projected story height of 3.5 will only lead to more special permit applications in the future for even higher stories. It would seem that a flat roof at 2.5 stories (such a bad idea according to Ms. Innes) could be attractive in a well-designed building. We all know that developers are just looking to squeeze more density from projects.

The East Norwalk TOD Zone is currently being touted as the "Village" area. Yet, the city's current plan is still to lower the roadbed under the E. Norwalk train bridge to accommodate large trucks. Since when did a "Village" have 40-ton trucks running through it? And, should the Norden Place Warehouse application be approved next month, we'll not only have huge tractor trailers coming off of I-95 and down East Ave., but turning up Fitch and Winfield to access Norden Place – so much for a "Village" Atmosphere!

There is a huge push by City Hall to get all this approved very quickly. Zoom is a great communication process but a City Hall Auditorium filled with concerned residents really makes a statement. What's the hurry? A project this large with considerations this vital should allow every resident affected to speak their mind. All residents in East Norwalk who may be technically challenged should be allowed their say in person and not confined to remarks online, where time constraints remain (though Chair, Planning Commission, Ms. DiMeglio, is very generous).

The Planning Commissioners are appointed by the Mayor and serve at his pleasure. They will be provided with the facts of the project and expected to complete their due diligence without time constraints, consider all issues, be fully knowledgeable of the P&Z laws pertaining to this project and ***take into full consideration local resident issues and dissent.*** And, when Mr. Kleppin tells them repeatedly that TOD of this magnitude is justified here because of the MetroNorth Commuter Line, Commissioners should have the good sense to ask themselves if this plan would be implemented in Rowayton, where residents enjoy the protections of a “Village District” designation but are NOT being asked to tear down Rowayton Avenue around the RR Station and rebuild with more mixed-use development!

Residents need to continue to express their views on this plan in the form of letters & emails sent to Mr. Kleppin to forward to the Planning Commission and Planning Committee, and by observing Zoom meetings and commenting when allowed.

Joan Vitali

East Norwalk Resident

Alan L. Kibbe
One Singing Woods Road
Norwalk, CT 06850-1225
akibbe@att.net **H: 203 846-4182 C: 203 952-5166**

14 September 2020

East Norwalk TOD Commentary

I've lived in Norwalk for 38 years. I have regularly driven through East Norwalk on my way to Calf Pasture Beach, Sprite Island, East Norwalk's restaurants, and The Shore and Country Club. I sit on the Norwalk Harbor Management Commission and the Shore and Country Club Board of Governors. The following are my thoughts and questions directed to the Planning Commission and Common Council with regard to the East Norwalk TOD.

A Transit Oriented District? Really? Covid may have changed that forever.

I understand the predicted benefits of a Transit Oriented District. However, Covid-19 has fundamentally changed the way we work. Tens of thousands of former commuters now work from home. Desk-based businesses have learned that they no longer must lease thousands of square feet of the most-expensive office space available to provide their workers a place to work. It's a win-win of sorts.

The question then becomes, what is the point of a TOD if vastly fewer workers commute to work? At the very least, TOD plans should be put on hold until we determine the future trend in commutation. I know dozens of former commuters with "big" jobs who now work from their front porch, Calf Pasture Beach, or their dining table. They don't expect to go back to full-time commutation...ever. I believe that the way people fundamentally live and work has been changed for good. That means big changes in what workers need for housing. This "new norm" offers a vastly-better quality of life, proximity to family, and stronger connections to community. The need will be for more at-home space instead of a small apartment by the train station. Covid has also transformed people's feelings about housing density and access to the outdoors. Perhaps a small-lot, small-house model will become the trend. I believe the demand for high-density apartment dwellings is diminishing rapidly. Let's be leaders rather than followers.

Please tap the brakes on TOD development for now so that we are not saddled with abandoned buildings.

Mixed use retail and residential development. Blah!

How much additional retail space does East Norwalk require? If there isn't demand for retail, why build it? Retail doesn't make a street lively and it requires extra parking.

I think mixed use development, dwellings above retail, is an obsolete concept unless there is specifically-demonstrated demand for the retail portion. Back in the day, a pharmacist might build a pharmacy location and include a personal apartment on the 2nd floor. No more. Those kinds of family businesses barely exist, having been replaced by national franchises. Americans have fundamentally changed how

they shop and Covid-19 has pushed that change along. We're not going back. One doesn't have to look beyond Norwalk to see scores of empty, ground-level retail spaces. Why require them in the first place unless there is a compelling need? If there's a great view, perhaps a restaurant space. East Norwalk currently has a complete empty strip center recently restored after a fire.

Ground level retail almost always lacks personality. Even with significant exterior tenant fit-ups, the Waypointe project's ground level is exceptionally dull. And several spaces are still vacant. Look at the new Bobby Q's compared to the Westport original. Donovan's in SONO is inviting because it looks interesting. It's eclectic. It's inviting. It's not just a picture window with tables inside. When profit is the only goal, the results will lack any personality because those details cost money. We are a community that wants quality and attention to detail to make our environment interesting.

This is a photograph of the Spinnaker development which I often pass in Milford which has stood for 20 years. The site overlooks a public marina and the Wepawaug River. The ground level retail space remains mostly empty with some of the retail space used as office space for businesses. There is no vitality to this development because there was already more than enough retail space nearby.



Broader Planning Questions

Why more residents?

Throughout the onslaught of new apartment construction, I have not understood the need to increase the number of citizens in Norwalk. Having more property to tax brings more real estate revenue to the City, but that cannot be considered "free" money. Tax revenue covers the cost of City government and the services it provides to its residents. Things like schools, teachers, police and fire protection, road repair, plowing, garbage collection, parks and beach maintenance, health services and sewage treatment fall into this category. Adding more residents adds more school children, increases the fire and police protection staff and equipment needs, adds more trash, creates more sewage, puts more

cars on the road, and puts more demands on our recreational resources. All of these items require additional tax revenue.

The only benefit to increasing our numbers that I can think of is adding more residents to Connecticut which increases income tax revenue for the state. I don't think that is a worthy reason to increase our population. Hartford has mismanaged state finances for decades and it would be unfair to diminish our quality of life in Norwalk to help bail out the state.

Norwalk offers a wide range of housing options of shapes and sizes at a wide range of costs. I have encouraged all kinds of friends and colleagues to move to Norwalk, and almost all have found a property within their means that meets their personal requirements and lifestyle needs.

If there's another reason to add people, I don't see it.

Why tax breaks?

During the run-up to the SONO Collection project, I asked a member of the Planning Commission about the need for full tax revenue, rather than a tax break, due to the need for additional police and fire protection with the addition of the City's largest public assembly space. I was told that the Commission was assured that no additional police or fire personnel or equipment would be required. There would be no increased costs to Norwalk whatsoever. I thought that was absurd. When the mall opened, I read that new fire equipment was needed because the equipment we owned would not fit into the mall's parking garage. Of course new equipment and personnel were required when that many square feet of public space are added! Tax breaks are merely an opportunity for our elected officials to invest taxpayer money in development projects without our consent. If the project is worth building in our high-demand area, there should be no need for taxpayer investment.

Necessary Resources. Water.

I hear the report from the Mayor's Water Quality Committee every month at the Harbor Management Committee meeting. The Committee has expressed concerns about the availability of water to support our community as it exists. Aquarion's proposal to divert a million gallons a day from the Cannondale aquifer to serve other parts of the county could have seriously reduced the flow in the Norwalk River. Fortunately, that project was taken off the table. I think that if one believes in climate change, then one should be concerned about water for our residents. Thousands of new toilets, showers, dishwashers, and people staying at home will create a significant increase in consumption. Where does more water come from? I think this is a serious question for the Planning Commission which must be addressed before large-scale development continues.

I have suggested that we give consideration to a desalination plant at the Manresa site to provide for Norwalk's future needs. The technology is used all over the planet on a vast scale. It is electrically intensive, however there is already a sub-station at the site and some water intake infrastructure. Perhaps we could sell water to Greenwich and Stamford!

Necessary Resources. Sewage Treatment.

Norwalk's treatment plant overflows regularly, closing swimming and shellfish beds. I realize that this is because of the interconnection of our sanitary sewers and street sewers. The question remains, how much more sewage can the plant process? Are there projects underway to separate the sanitary and

street sewers? It seems to me that adding tracts of new apartments as we are adjacent to the former US Surgical site and East Norwalk will contribute to more sewage. Let's not be in the position of having to create a new treatment plant "unexpectedly". Let's require the developers to provide additional capacity on on-site sewage treatment facilities.

Thanks for serving our community as you all do.