

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

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting:

August 23, 2016

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

**Joseph K. Passero, Zoning Commission, Regular
R. Richard Roina, Zoning Commission, Alternate**

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS

A. CORPORATION COUNSEL

B. BOARD OF ESTIMATE AND TAXATION

VII. COMMON COUNCIL COMMITTEES

A. PERSONNEL COMMITTEE

1. Approve the updated Assistant Civil Engineer Job Description.

B. ORDINANCE COMMITTEE

1. Approve proposed Ordinance changes on Norwalk Code Chapter 15, Animals and Fowl.
2. Approve proposed Ordinance changes on Norwalk Code Chapter 96, Excavation and Encroachments in Public Streets and Grounds.

C. LAND USE AND BUILDING MANAGEMENT COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute a contract with Hoffman Landscapes Inc. for the Oak Hills Park Fountain Garden and Great Lawn Improvement Project for a total not to exceed \$190,000. Acct. #09151340 5799 C0558
- 1b. Authorize the Office of Building Management to issue change orders on Contract for a total not to exceed \$10,000.
2. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to McNeil Design Collaborative, Inc.'s design services contract for Oak Hills Park Improvement Project for additional design services for a total not to exceed \$7,000. Acct. #09151340 5799 C0558
- 3a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Silver Petrucelli Associates to provide architectural design services for the West Rocks School Exterior Windows and Doors Replacement Project for a total not to exceed \$67,525.00. Acct. #09175010 5777 C0566
- 3b. Authorize a contingency for additional serves as may be required for a total not to exceed \$6,700.
4. Authorize the Purchasing Agent to issue a Purchase Order to CBS - Connecticut Business System for the purchase of Smart Boards and projectors for schools for a total not to exceed \$65,994.00. Account # 0917-5010-5777-C0112
5. Authorize the Purchasing Agent to issue a Purchase Order to The Ergonomic group for laptops and desktop computers for schools for a total not to exceed \$84,600.00. Account # 0917-5010-5777-C0112
6. Authorize the Purchasing Agent to issue a Purchase Order to Apple Store for Education Institution for the purchase of MACBooks and IPADs for schools for a total not to exceed \$24,961.00. Account # 09175010-5777-C0112
7. Authorize the Purchasing Agent to issue a Purchase Order to CDW-G for the purchase of Chromebooks, carts, headsets and tablets for schools for a total not to exceed \$151,206.00. Account # 09175010-5777-C0112
8. Authorize the Purchasing Agent to issue a purchase order to HoverCam for the purchase of TV monitor and cameras for schools for a total not to exceed \$2,136.00. Account # 0917-5010-5777-C0112

9. Authorize the Purchasing Agent to issue a purchase order to School Outfitters for the purchase of Chromebook Tech Tubs for schools for a total not to exceed \$4,826.50. Account # 09175010-5777-C0112
10. Authorize the Purchasing Agent to issue a purchase order to Black Rock Technology Group for the purchase of Logitech keyboard for schools for a total not to exceed \$1,368.75. Account # 0917-5010-5777-C0112
- 11a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Power Point Energy for the Belden Main Library energy efficient lighting retrofit project. Terms of the agreement shall include the following:
 - Total Project Cost – not to exceed \$152,980
 - Projected incentive amount - \$96,012
 - Net cost to the City to be financed by Eversource - \$56,968
- 11b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply and receive energy incentive funds from Eversource for the Belden Main Library efficient lighting retrofit project.
- 11c. Approve to establish a contingency fund in the amount of \$8,000 to cover project related expenditures. Acct. # 09157100 5777 C0149"

D. PLANNING COMMITTEE

1. Authorize Mayor to sign the Mayoral Certification for the PY41 CAPER.
2. Approve the advancement of the PY41 CAPER to HUD.

E. PUBLIC WORKS COMMITTEE

1. Authorize, the Mayor, Harry W. Rilling, to execute the Third Amendment to the Agreement with CDM Smith, Inc. for Tasks 1-3 identified in the Supplemental Services proposal revised 8/10/2016 for the South Norwalk TOD Pilot Program for a sum not to exceed \$48,770.00. Account No. 09-13-4031-5777-C0514
2. Authorize the Purchasing Agent to issue a purchase order to CN Wood Company for the purchase of two (2) 2016 Elgin "Pelican" Three Wheel High Dump Mechanical Street Sweepers for a sum not to exceed \$370,000.00. Account No. 09-17-4031-5777-C0313
3. Approve the Necessity for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesterly boundary of the property located at 1 Bates Court (Tax Lot 2-53-5-0) and heading south to the southerly terminus as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, last revised August 24, 2016, at a scale of 1" = 20' on file in the Department of Public Works for a fee of \$14,400.00 and appoint Freeholders.

4. Schedule a Public Hearing to hear the Freeholder's Report and any Public comment on said Report for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesterly boundary of the property located at 1 Bates Court (Tax Lot 2-53-5-0) and heading south to the southerly terminus as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, last revised August 24, 2016, at a scale of 1" = 20' on file in the Department of Public Works for a fee of \$14,400.00. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the acceptance of such report, determine if the Freeholder's Report is in the best interests of the City and to take such action on said report that the committee may deem advisable. The Public Hearing is scheduled for Tuesday, October 4, 2016 at 7:00 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.
5. Schedule a Public Hearing for Tuesday, October 4, 2016 at 7:15 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT to consider the sale of the excess City-Owned property located at 1 Bates Court (Tax Lot 2-53-5-0 EXCESS PARCEL) as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, last revised August 24, 2016, at a scale of 1" = 20' on file in the Department of Public Works. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the sale of this parcel to the abutting property owner or its affiliate for the appraised value of \$35,900.00, to determine if the sale is in the best interests of the City and to take such action on said property sale that the committee may deem advisable.
6. RESOLVED that the Honorable Mayor Harry W. Rilling is hereby authorized to sign the Agreement entitled "Master Municipal Agreement for Preliminary Engineering Projects" with the State of Connecticut in accordance with letter dated August 10, 2016.
7. Authorize the Purchasing Agent to issue a Sole Source Purchase Order to Cargill for Treated Road Salt for Snow and Ice Control, pricing not to exceed \$88.87 per ton for normal and after-hour deliveries effective for the 2016-2017 winter season. Account No. 01-40-25-5322

F. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with the "Exchange Club of Norwalk" to contract for the parking at Calf Pasture Beach, Shady Beach, Marvin School and Taylor Farm for the Annual Norwalk International In Water Boat Show to take place on Thursday, September 22, 2016 through Sunday, September 25, 2016 for a sum not to exceed \$4,500.00. Account # 016027-5258.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**SEPTEMBER 13, 2016
COUNCIL CHAMBERS**

APPOINTMENTS

ZONING COMMISSION

M/C

Nwtk. Code 79

JOSEPH K. PASSERO (R)

5 Skytop Drive
Norwalk, CT 06855

Term Expires - 07/01/2019
Regular

R. RICHARD ROINA (R)

6 Bayne Street
Norwalk, CT 06851

Term Expires – 07/01/2018
Alternate
Replaces M. Witherspoon

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Mayor Rilling called the meeting to order at 7:35 p.m. and led those present in reciting the Pledge of Allegiance.

Ms. King, the City Clerk, read the notice stating that the meeting was being videotaped and audio recorded for public broadcast. She also stated that assisted listening devices were available.

I. ROLL CALL

Ms. King called the roll.

Council at Large: Mr. Michael Corsello Mr. Douglas Hempstead
Mr. Nick Sacchinelli Mr. Richard Bonenfant
Mr. Bruce Kimmel, Council President

District A: Ms. Eloisa Melendez Mr. Steven Serasis
District B: Ms. Phaedrel Bowman Mr. Travis Simms
District C: Mr. John Kydes Ms. Michelle Maggio
District D: Ms. Shannon O'Toole-Giandurco
District E: Mr. John Igneri Mr. Thomas Livingston

There was a quorum of fourteen (14) present and one (1) absent (DePalma).

II. ACCEPTANCE OF MINUTES

Regular Meeting:

August 9, 2016

**** MR. IGNERI MOVED TO APPROVE THE MINUTES OF THE AUGUST 9, 2016 REGULAR MEETING.**

**** THE MOTION TO APPROVE THE MINUTES OF THE AUGUST 9, 2016 REGULAR MEETING AS SUBMITTED PASSED WITH TWELVE (12) IN FAVOR (CORSELLO, HEMPSTEAD, MAGGIO, SACCHINELLI, KIMMEL, MELENDEZ, SERASIS, BOWMAN, SIMMS, KYDES, O'TOOLE-GIANDURCO, AND IGNERI) AND TWO (2) ABSTENTIONS (BONENFANT AND LIVINGSTON).**

III. PUBLIC PARTICIPATION

Mr. Vincent Penna came forward speak about Item B1, and Items 8a & b. He asked the Mayor why no one is interested in having the State of Connecticut do work in the area of Veterans Park parking lot. He said that this would save money for the City and the State could use the area for staging. He said that he was very concerned about the \$2 million plus price tag.

Mayor Rilling said that Mr. Mocciae was present and could explain why this was be handled in the manner that it was.

The next speaker was Ms. Diane Lauricella. She said that she was here to speak about D-1 Planning Committee agenda item. She said that she whole heartedly endorsed the expansion of the TOD area. However, she would like to see written guarantees for the Lexington Village District. She said that she would like to see the TOD cover the entire area. What is in writing is eventually what counts.

Secondly, she spoke about agenda item C-7. Over the last six or seven months about the field turf, Ms. Lauricella offered to do research on the field turf. She requested that this item be tabled until the Council hears from an independent source about the possible negative effects of crumb rubber. She said that she thought that they were going with cork, but crumb rubber was being presented.

Ms. Lauricella said she is in favor of the Ryan Park Plan but wants the Phase 2 ground analysis have more samples. Ms. Lauricella said that she had met with the company and they don't know the total extent of the contamination. She requested that this item be tabled until an independent LEP gives a report.

Mr. Ernie Dumas came forward and said that he was in favor of the TOD line. He said that after the AMEC company moved their containers, he would like to see the TOD line moved to Bell Avenue. He said that there was money being made off the uses of the words "Blight" and "ghetto". Right now, he was putting together a team of people to weed whack the sidewalks in front of the businesses. South Norwalk is being neglected. At a meeting someone from Spinnaker made a comment about how South Norwalk is becoming smaller, so let's get things done right away. This bothered Mr. Dumas and he felt that the South Norwalk residents are being tossed away. As a Christian, he's in the street trying to make people's lives better, despite the fact that his life is turning upside down. The residents in South Norwalk need help and they are taxpayers and voters , just the same as all the other Norwalk residents. He concluded his comments by saying, "Let's make South Norwalk the same as the rest of the City."

Mr. Lou DiMeglio, who resides on Lubrano Place, said that he would like to see the TOD line moved down to Bell Avenue. The SoNo residents feel neglected. Back when the industrial businesses were in the buildings, there were no houses nearby. That has changed and now there are houses there. He then played a sound clip of the noise that he hears every day in his backyard. His family was raised there and are doing well. People

look down at South Norwalk and think the people there are not the same as others. He thanked the Council for listening.

IV. MAYOR:

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS: James Cahn, Zoning Commission, Regular
Cindy Cossuto, Zoning Commission, Alternate

Mayor Rilling announced that he was withdrawing the appointments of James Cahn and Cindy Cossuto.

MAYOR'S REMARKS

On behalf of the entire Council, and the City, Mayor Rilling offered his deepest condolences to Ms. Nancy Chapman on the recent passing of her husband, Mark. The Chapmans created a Norwalk news site, Nancy On Norwalk.

Mayor Rilling said that City employees Joe and Bill Grant lost their father due to a construction accident in Westport. He extended his condolences to the family.

The St. George Festival will be this week-end.

The September 11th memorial will be held on September 9th.

The Oyster Festival will be on September 10th & 11th. There will be a memorial ceremony on September 11th.

The Freedom Ride will be starting at Norden Park on September 11th.

The Cal Ripken team made it to the tournament finals.

Thursday and Friday night, BMHS and NHS will be demonstrating their upcoming routines. Mayor Rilling encouraged everyone to attend.

Labor Day week-end is coming up. The Mayor wished everyone a safe and restful holiday.

The Sound of Norwalk will be happening every night this week. Mr. Serasis listed the upcoming bands.

Mr. Barron came forward and introduced Mr. Lunda Paul Asmani, who is the new Management and Budget Director in the Finance Department. Mr. Guzman came forward and greeted the Council.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Mr. Kimmel said that it would be important to recognize the great job that Mr. Barron has been doing for the City. He said that the last budget cycle was a particularly challenging one.

Mr. Kimmel announced the Roosevelt School had received its temporary Certificate of Occupancy for the new Norwalk Early Childhood Center.

Mr. Kimmel said that at the September Finance Committee, the Committee will begin to discuss Senior Tax Relief.

Mr. Kimmel said that the boat ramp was a complicated situation because of its proximity to the Walk Bridge. The work on the ramp is a safety issue.

CONSENT CALENDAR:

**** MR. BONENFANT MOVED THE FOLLOWING ITEMS AS THE CONSENT CALENDAR:**

VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS

B. BOARD OF ESTIMATE AND TAXATION.

1. RESOLVED, THAT A SUM OF TO EXCEED \$6.128 BE AND THE SAME IS HEREBY TRANSFERRED TO THE POLICE SPECIAL SERVICES DIVISION OVERTIME AND FEDERAL REIMBURSEMENTS DUE TO INCREASED ESTIMATED REVENUES.

VII. COMMON COUNCIL COMMITTEES

B. FINANCE COMMITTEE.

1. RESOLUTION APPROVE A SPECIAL CAPITAL APPROPRIATION IN THE AMOUNT OF \$200,000 TO FUND THE VETERAN'S MEMORIAL PARK LAUNCH RAMPS & VISITOR DOCK IMPROVEMENT (09176030-5777-C0367) AND AUTHORIZING THE ISSUANCE OF \$200,000 GENERAL OBLIGATION BONDS OF THE CITY TO MEET SAID

APPROPRIATION.

C. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH PUNCH GYM FOR THE USE OF CRANBURY PARK PAVILION 1 AND IMMEDIATE SURROUNDING GROUNDS FOR THE BATTLE OF THE BELLES TO BE HELD SUNDAY OCTOBER 23, 2016 FROM 7:00 AM – 6:00 PM. ESTIMATED ATTENDANCE 100.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE GREENWICH KENNEL CLUB AND THE LONGSHORE SOUTHPORT KENNEL CLUB FOR THE USE OF TAYLOR FARM FOR THE 84TH GREENWICH KENNEL CLUB AKC DOG SHOW TO BE HELD SATURDAY, JUNE 10, 2017 AND SUNDAY, JUNE 11, 2017 FROM 8:00 AM – 6:30 PM EACH DAY. SET UP TO TAKE PLACE WEDNESDAY, JUNE 7, 2017 AT 6:00 AM WITH TEAR DOWN NO LATER THAN MONDAY, JUNE 12, 2017 AT 12:00 NOON. ESTIMATED ATTENDANCE 1,000.

4. APPROVE THE USE OF THE SHOW MOBILE BY THE NORWALK SEAPORT ASSOCIATION FOR THE OYSTER FESTIVAL TO TAKE PLACE THURSDAY, SEPTEMBER 8, 2016 THROUGH MONDAY, SEPTEMBER 12, 2016.

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH STEPPING STONES MUSEUM FOR THE USE OF MATHEWS PARK FOR A WORLDWIDE DAY OF PLAY TO BE HELD SATURDAY, SEPTEMBER 17, 2016 FROM 8:00 AM –5:00 PM. ESTIMATED ATTENDANCE 3,000.

6a. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH SPORT TEC CONSTRUCTION CORP. PROJECT #3705 TURF AND FIELD RENOVATION AT BRIEN MCMAHON HIGH SCHOOL FOR A SUM NOT TO EXCEED \$946,500. ACCOUNT #0917-6030-5777-C0568.

6b. AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ISSUE CHANGE ORDERS FOR PROJECT #3705 TURF AND FIELD RESTORATION AT BRIEN MCMAHON HIGH SCHOOL FOR A SUM NOT TO EXCEED \$94,650. ACCOUNT #0917-6030-5777-C0568

7. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH FIELD TURF (A TARKETT SPORTS

COMPANY) FOR THE PURCHASE OF FIELD TURF XT-57, 2.25" FOR A SUM NOT TO EXCEED \$617,828.76. ACCOUNT #0917-6030-5777-C0568.

8a. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH L. HOLZNER ELECTRIC COMPANY FOR PROJECT # 3687 VETERANS MEMORIAL PARK LAUNCH RAMPS & VISITORS DOCKS IMPROVEMENT FOR A SUM NOT TO EXCEED \$2,118.900. ACCOUNT #0917-6030-5777-C0367 AND 0917-6030-5777-C0367.

8b. AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ISSUE CHANGE ORDERS FOR PROJECT #3687 VETERANS MEMORIAL PARK LAUNCH RAMPS & VISITORS DOCKS IMPROVEMENT FOR A SUM NOT TO EXCEED \$60,000. ACCOUNT #0917-6030-5777-C0367.

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

VII A. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

1 . Authorize the purchasing agent to execute a purchase order on behalf of the Police Department to Arms Unlimited for the purchase of 57 new Trijicon rifle optics for an amount not to exceed \$22,462.00. Account #9133919-5777-C0463

**** MS. BOWMAN MOVED THE ITEM.**

Officer Vento came forward to show a firearm optic that was defective. The company has recalled the defective optics and refunded the full purchase. This was a request to purchase a new type of optic that does the same thing.

**** THE MOTION PASSED UNANIMOUSLY.**

C. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Approve the Master Plan of Ryan Park as presented and advance to Final Design and construction documents project funded through Redevelopment.

**** MR. SIMMS MOVED THE ITEM.**

Mr. Bonenfant said that he had requested to take this off the consent calendar because he had been attending some of the public information sessions. He said that his concern

was the park was designed to provide dry egress for the residents of Washington Village. This means that the park will be sloped and the playing field will be smaller.

Mr. Kimmel said that he would like Mr. Moccia, Mr. Sheehan and Mr. Jeff Olszewski, the StanTec project manager, came forward. Mr. Olszewski said that the existing grades along the Community Center had remained the same and that the intersection of Day and Water Street has been raised. The pathway runs in a more northerly route.

Ms. Bowman asked about the environmental issues. Mr. Olszewski said that he was not a LEP and that would have to be answered by one. Mr. Sheehan came forward and said that some of the hot spots have been identified and that there would be remediation. If something needs to be modified, the staff will come back to the Council.

Ms. Bowman asked how much of the park the dry egress would cut off. Mr. Olszewski said that originally the path was around the outfield of the baseball field, but now it has been moved back closer to the basketball court.

Mr. Serasis said that he like the plan and gave some of the details of the plan that he approved of. The plan also allows for all ages to use the park. There is still enough room to have a small soccer game and some baseball games. He said that he appreciated it in light of all the time that he spent coaching kids in the park.

**** THE MOTION TO APPROVE THE MASTER PLAN OF RYAN PARK AS PRESENTED AND ADVANCE TO FINAL DESIGN AND CONSTRUCTION DOCUMENTS PROJECT FUNDED THROUGH REDEVELOPMENT PASSED WITH THIRTEEN (13) IN FAVOR (CORSELLO, HEMPSTEAD, MAGGIO, SACCHINELLI, KIMMEL, MELENDEZ, SERASIS, BOWMAN, SIMMS, KYDES, O'TOOLE-GIANDURCO, LIVINGSTON AND IGNERI) AND ONE (1) OPPOSED (BONENFANT).**

D. PLANNING COMMITTEE.

1. Approve the South Norwalk Transit Orientated Development Redevelopment Plan as dated August 2016.

**** MR. KYDES MOVED THE ITEM.**

Mr. Kydes said that the expansion of the TOD area was appropriate. He asked Mr. Sheehan to come forward because there were questions that other Council Members had about the change in the area. Mr. Kydes asked if the expanded area was the same as the area that was presented to the Committee a few months ago. Mr. Sheehan said that was.

Mr. Kydes asked if the TOD areas that were presented during the public information sessions and the hearings were all the same. Mr. Sheehan said that it was.

Mr. Simms requested a recess.

RECESS

Mayor Rilling announced a recess at 8:28 p.m. He called the meeting back to order at 9:05 p.m.

1. Approve the South Norwalk Transit Orientated Development Redevelopment Plan as dated August 2016. CONT'D.

Mr. Hempstead requested Mr. Sheehan to come forward. He then thanked Mr. Sheehan for inserting the eminent domain explanation into the TOD Plan.

Mr. Hempstead wanted to know once the TOD is voted on, could it be amended. Mr. Sheehan said that it could. If it changed the intent, it would have to come to the Council. If the Agency initiates a change that does not amend the intent, the Agency can adjust it accordingly. If the Planning came back to the Agency and said that they wanted a modification, it could be done.

Mr. Hempstead said that he was concerned about the off-site parking requirement. Mr. Sheehan said that the 600 feet cited in the Plan was more consistent with the Zoning Commission. He went on to say that any development would have at least 1 parking space per unit. At the end of the day, the Zoning Commission would have to rule on it. Mr. Sheehan gave an example involving the Maritime Center Garage, and the need for parking by nearby residents. Discussion followed.

Mr. Sheehan said that he would suggest that the Council take a look at the Plan after Zoning reviews it. Mr. Kimmel said that it would be important to stay in touch with the Plan as it continues to move through the process. He suggested that it continue to be on the agenda for discussion.

Ms. Bowman said that it was an important issue to her and the residents of South Norwalk. She said that one of the reasons she has been cautious is to make sure she understood the zoning aspect.

Mr. Simms said that he agreed that it was an interesting and complicated issue. This TOD covers almost half of South Norwalk and he and Ms. Bowman have to protect their residents. It's important to make sure they are not gentrifying the area and forcing long time residents out of the City. He added that he would like to see the information come before the Council in advance rather than just a few weeks before the vote.

Mr. Bonenfant said that he appreciated Mr. Dunias and Mr. DiMeglio's concerns about the industrial impacts and Mr. Simms and Ms. Bowman's concern about their constituents. He pointed out that having bonus density rules could put too many people in a limited space could result in more problems.

Mr. Hempstead asked about handicapped access to the development. Mr. Sheehan said that the developers are required to follow the Federal guidelines in this area.

Mayor Rilling asked about a previous proposal that the State of Connecticut made that would allow the State to control all the property within 1/2 mile of either side of the railroad tracks. He asked if the adoption of the proposed plan would put the City in a better position regarding the State. Mr. Sheehan said that it was his understanding that the State legislature voted the issue down. The State legislators recognized that the proposal was a significant over reach on the part of the administration. That State proposal was a major concern during the TOD process.

**** THE MOTION TO APPROVE THE SOUTH NORWALK TRANSIT ORIENTATED DEVELOPMENT REDEVELOPMENT PLAN AS DATED AUGUST 2016 PASSED WITH THIRTEEN (13) IN FAVOR (CORSELLO, HEMPSTEAD, SACCHINELLI, KIMMEL, MELENDEZ, SERASIS, BOWMAN, SIMMS, KYDES, O'TOOLE-GIANDURCO, MAGGIO, LIVINGSTON ANDIGNERI) AND ONE (1) OPPOSED (BONENFANT).**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions from the Council to consider at this time.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no motions postponed to a specific date at this time.

X. SUSPENSION OF RULES

There were no suspensions of the rules to consider at this time.

XI. ADJOURNMENT

**** MS. MAGGIO MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 9:20 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

TV.A

R

JOSEPH KLAFF PASSERO

Joseph Klaff Passero has been chairman and chief executive officer of Klaff's home design stores since 1990. The son of Mollie Klaff Passero, president of Klaff's, and grandson of founders Joe and Mary Klaff, Passero is the third generation to operate the family business since his grandparents founded the company in 1921.

A true visionary, Mr. Passero has pioneered some of the industry's most innovative retail strategies, bringing decades of uninterrupted growth to the specialty store and elevating it to its current leadership position in the category. Passero is credited for taking destination shopping in the upscale home design industry to new heights with an unprecedented one-stop shopping approach that offers custom kitchen and bath design, tile and stone, decorative hardware, indoor and outdoor lighting, and bath accessories all under one roof.

Passero's commitment to keeping the shopping experience fresh and exciting at every turn has resulted in some of the industry's most stunning lifestyle displays and fully integrated showroom vignettes. But the real draw is Passero's stable of in-house design consultants, whose expertise and personal one-on-one attention are the true gems of an operation that thrives on long-term homeowner relationships in a market that is increasingly dominated by do-it-yourself, big box retailers.

Passero joined the company in 1974, eager to learn the family business from the bottom up. Before being promoted to general manager in 1980, he held various positions within the company, including stocking, ordering, sales, and marketing. Headquartered at 165 Water Street, in South Norwalk, Conn., Klaff's has three full-service showrooms in South Norwalk and Danbury, Conn and Scarsdale, New York, offering kitchen and bath design, lighting, decorative hardware, and tile and stone. Klaff's also operates 2 full service plumbing supply locations in South Norwalk and Danbury.

Joe Passero throughout the years has also been very involved in local activities. He has been a member of the board of directors for the Norwalk Chamber for over 30 years, including chairman 1991-92. Passero served for 4 years on the board as co-chairmen small business for the Norwalk-Wilton United Way. Joe has been a trustee for the Lockwood Matthews mansion since 2000, serving as chairman from 2004-2008. Through the Klaff's Charity Golf Event, Passero has raised more than \$300,000. for operations of this National Historic Landmark. Joe is currently working along side his wife Allison in her efforts to promote gynecologic cancer awareness, through the Desigyns on Awareness charity, an event held annually at Klaff's flagship showroom. All proceeds from this event benefit the Whittingham Cancer center in Norwalk, Conn. Passero has been selected as honoree for the American Cancer Society annual "Local Philanthropist Roast" September 17th, 2014.

Mr. Passero a Norwalk native resides with his wife Allison and daughter Eve in East Norwalk, Conn.

R. Richard Roina

ATTORNEY AND COUNSELLOR AT LAW

38 Post Road West
Westport, CT 06851

e-mail: rrroina@att.net

Telephone (203) 838-8804
Facsimile (203) 222-7788

RESUME

EXPERIENCE:

January 1, 1994 to Present:

Sole Practitioner, 160 Water Street, Norwalk, Connecticut 0685; with a move in 2006 to 11 Goldstein Place, Norwalk, Connecticut 06855; with a move November 2010 to 16 River Street, Norwalk, CT 06855 and a move in February 2014 to 38 Post Road West, Westport, CT 06880

Approximately 97% of practice devoted to residential and commercial real estate acquisition and financing.

June 1979 to 1994:

Partner, Roina, Fiore & Fiore, 96 East Avenue, Norwalk, Connecticut 06851

Approximately 95% of practice devoted to residential and commercial real estate acquisition and financing, developer representation.

August 1975 to 1979:

Sole Practitioner, 189 East Avenue, Norwalk, Connecticut 06851 with a move in 1977 to 96 East Avenue, Norwalk. Equal split between real estate and civil litigation.

August 1973 to 1975:

Tierney, Anthony & Whelan, 7 Benedict Court, Greenwich, Connecticut 06830

General Practice: Focused on civil litigation

EDUCATION and LICENSE:

New England School of Law
Boston, Massachusetts
Juris Doctor Degree
Graduated Cum Laude

June, 1973

Admitted to Connecticut Bar

September 11, 1973

Juris No. 050824



VII. A

DEPARTMENT OF PUBLIC WORKS

TO: Nick Sacchinelli – Chairman

FROM: Bruce Chimento, PE – Director of Public Works

BK

CC: Mayor Harry Rilling
John Schlosser – Personnel Administrator

DATE: August 17, 2016

RE: Assistant Civil Engineer
Job Description Revision Request

The Department of Public Works (DPW) is respectfully requesting the Personnel Committee update the existing Assistant Civil Engineer job description. DPW is requesting to broaden the qualifications, not relax them, to better match the needs of the City of Norwalk as well as attract a larger pool of candidates for department positions.

The redlined version of the Assistant Civil Engineer job description is attached with the requested adjustment to consider Licensed Land Surveyors (LS) in addition to candidates who are capable of obtaining the Engineer-in-Training (EIT) certification. The professional license for an LS is similar to a Professional Engineer (PE). The same accreditation board qualifies candidates for the LS as the PE. (The tests are actually administered in the same locations/rooms on the same days.) The Assistant Civil Engineer only requires the EIT license to be obtained within two years of employment. The EIT is the "apprenticeship" license of the PE. PEs and LSs work hand in hand as LSs provide PEs with the basis of every design plan. Having the opportunity to have an LS on staff in a management-level position will allow the City of Norwalk to save thousands of dollars in outside surveying consulting costs as they would be able to certify/seal surveys and file information on land records.

The main driver for DPW's request is to be able to attract and consider a wider group of internal and external candidates for the open position. The Assistant Civil Engineer (NASA Grade 4) is essentially the same job description as Permit Engineer. The Permit Engineer position has been open for over a year and the City has yet to hire anyone although an offer was extended. There has been a lack of candidates submitting applications for any open engineering position within the City as the salaries and benefits do not appear to be competitive with the market as there currently is a high demand for engineers in general.

The Department of Public Works thanks the Personnel Committee for considering this request. Please let me know if you need any other information.

Attachments: Redlined Assistant Civil Engineer Job Description (1 page)

City of Norwalk

Job Code: 4008

Title: Assistant Civil Engineer
Department: Public Works/Engineering

NASA/Grade: 05
Date: 11/5/2015

Position Definition: Selects and applies standard civil engineering techniques, procedures and criteria to a variety of public works planning, construction, design and land surveying projects; provides technical assistance and consultation to City Departments, Boards and Commissions; and inspects construction projects.

General Duties: Receives oral or written directions from Supervisor. Organizes and plans work according to standard procedures. Establishes priorities within work assignment. Leads in preparing plans, specifications and designs for public works projects, including street and sidewalk construction, drainage improvements and facilities improvements. Prepares preliminary costs and materials estimates for construction projects. Performs technical review and prepares commentary on permit applications in protected zones. Provides technical information and general assistance to City Departments, Boards and Commissions. Investigates drainage problems and complaints and prepares design changes as needed. Prepares, analyzes and reports in specialized engineering areas such as hydraulics and drainage. Oversees soil tests to determine sub-surface profile and characteristics of soil and water table as necessary. Prepares technical reports for the Principal Engineer, including supporting graphical and tabular data and charts as required. Reports work accomplished to Supervisor.

Additional Duties: Inspects public works projects in progress for conformity to design, materials and schedule specifications. Assists contractors, architects or others in applying for construction permits. Supervises lower professional engineers, technical aides and seasonal employees. Supervises and directs survey crew. Uses programmable calculator, drafting and specialized engineering equipment. Performs administrative and field work as directed by Supervisor.

Supervised By: Receives general supervision from the Principal Engineer or functional supervision from an engineer of higher grade.

Minimum Qualifications: Bachelor's degree in Civil Engineering and two years of Civil Engineering experience or equivalent training and experience to satisfy requirements to obtain engineer-in-training certification or higher certification (professional engineer or licensed land surveyor).

Required Knowledge, Skills, and Abilities: Knowledge of the principles and practices of civil engineering and land surveying. Knowledge of mathematical principles applied to land surveying. Ability to apply the principles of civil engineering to solve practical problems, and to resolve technical engineering problems independently. Ability to interpret a variety of instructions furnished in written, oral, diagrammatic and schematic form. Ability to use calculating and surveying equipment. Ability to develop and interpret plans and specifications. Ability to make accurate cost estimates. Ability to write engineering reports. Ability to direct the work of others. Ability to lift objects weighing 25-50 pounds. Ability to work in occasionally poor weather conditions, including heat, cold, rain or snow.

License or Certificate: Motor Vehicle Operator's License. Certification as an Engineer-in-Training or licensed Land Surveyor or Professional engineer within two years.

Note: The above description is illustrative of tasks and responsibilities. It is not all-inclusive of every task and responsibility.

VII. B.1

Chapter 15. Animals and Fowl

Article II. Determination, Regulation and Control of Vicious Dogs

§ 15-12. Purpose.

It is hereby declared that:

A.

Vicious dogs have become a serious and widespread threat to the safety and welfare of the citizens of our community.

B.

Unprovoked attacks by vicious dogs upon persons and animals throughout the country have occurred at an increasing rate.

C.

Many of these attacks have taken place in public places and have been attributable in large degree to the failure of owners to register, confine and properly control their vicious dogs.

D.

Existing laws are inadequate to deal with the threat to public health and safety posed by vicious dogs.

E.

The owning, keeping or harboring of vicious dogs is a nuisance.

§ 15-13. Definitions.

As used in this article, the following words and terms shall have the following meanings, unless the context shall indicate another or different meaning or intent.

ENCLOSURE

A fence or structure of at least six feet in height and at least five feet by 10 feet, forming or causing an enclosure suitable to prevent the entry of young children and suitable to confine a vicious dog in conjunction with other measures which may be taken by the owner or keeper, such as tethering of the vicious dog. Such enclosure shall be securely enclosed and locked and designed with secure sides, top and bottom, shall be designed to prevent the dog from escaping from the enclosure and shall also provide protection from the elements for the dog.

IMPOUNDED

Taken into custody of the municipal dog pound.

KEEPER

Any person or legal entity other than the owner harboring or having in his possession any dog, keeping an interest in or having control or custody of the dog.

OWNER

Any natural person or legal entity, including but not limited to a firm, corporation, organization, partnership or trust, possessing, harboring, having, keeping an interest in or having control or custody of the dog.

VICIOUS DOG

A dog which has been declared vicious by the Board of Police Commissioners, or its designee, in accordance with § 15-14.

§ 15-14. Determination of viciousness.

A.

In the event that the Dog Warden has probable cause to believe that a dog is vicious, the Board of Police Commissioners or its designee shall be empowered to convene a hearing for the purpose of determining whether or not the dog in question should be declared vicious. The Board of Police Commissioners or its designee shall conduct or cause to be conducted an investigation and shall notify the owner or keeper of the dog that a hearing will be held, at which time he or she may have the opportunity to present evidence why the dog should not be declared vicious. The hearing shall be held promptly within no fewer than five nor more than 10 days after service of notice upon the owner or keeper of the dog. The hearing shall be informal and shall be open to the public.

B.

The Board of Police Commissioners or its designee may declare a dog to be vicious if any one of the following criteria is met. Any dog:

(1)

~~Which, when unprovoked, in a vicious or terrorizing manner approaches any person in a menacing fashion or apparent attitude of attack upon the streets, sidewalks or any public grounds or places;~~

(2)

~~With a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals;~~

(3)(1)

Which bites, inflicts injury, assaults or otherwise attacks a human being or domestic animal without provocation on public or private property;

(4)(2)

Which is owned or harbored primarily or in part for the purpose of dog fighting or any dog trained for dog fighting;

C.

The Board of Police Commissioners or its designee shall not declare a dog to be vicious based on any of the following criteria:

(1)

If any injury or damage is sustained by a person who, at the time such injury or damage was sustained, was committing a willful trespass or other tort upon premises occupied by the owner or keeper of the dog or was teasing, tormenting, abusing or assaulting the dog or was committing or attempting to commit a crime.

(2)

If an injury or damage was sustained by a domestic animal which, at the time such injury or damage was sustained, was teasing, tormenting, assaulting or invading the premises occupied by the owner or keeper of the dog.

(3)

If the dog was protecting or defending the premises occupied by the owner or keeper of the dog or a human being within the immediate vicinity of the dog from an unjustified attack or assault.

D.

After the hearing, the Board of Police Commissioners or its designee shall notify, in writing, the owner or keeper of the dog of its declaration. If the dog is declared vicious, the Dog Warden shall immediately impound the dog. In the event that the owner or keeper of the dog refuses to surrender the dog to the Dog Warden, the Dog Warden may request a police officer to obtain a search warrant and to seize the dog upon the execution of the warrant.

§ 15-15. Ruling after declaration of viciousness.

After declaring the dog to be vicious, the Board of Police Commissioners or its designee shall make one of two rulings:

A.

That the dog be destroyed in an expeditious and humane manner after the expiration of ~~a the fivefourteen-day waiting appeal period, exclusive of Sundays and holidays.~~ In addition, ~~(T~~he owner or keeper shall pay a fine of \$99, and such costs and expenses ~~for necessitated by the seizure of the dog including such expenses as may be required for the and~~ destruction of ~~such the dog; or~~

B.

That the destruction of the dog will be postponed so long as:

That the owner or keeper ~~of such a vicious dog shall always~~ shall sign a written statement accepting the ruling of the Board of Police Commissioners or its designee and further agreeing to comply with any of the requirements meet the following requirements set forth in subsections (1)-(8) below as determined by the Board of Police Commissioners or its designee. The owner or keeper represents and agrees that failure to abide by any of the requirements at any time in the future shall trigger a hearing before the Board of Police Commissioners or its designee for the sole purpose of determining whether or not the conditions were complied with. If the conditions were not complied with, the dog may be destroyed in accordance with section 15-15a.

(1)

The vicious dog must be licensed according to the laws of the City of Norwalk and the State of Connecticut.

(2)

The owner or keeper shall present to the Town Clerk proof that the Owner or Keeper has procured liability insurance in the amount of at least ~~\$50,000~~ 200,000 covering any damage or injury which may be caused by such vicious dog, and produce for the Town Clerk a copy of the policy declaration document identifying the insurance policy and its terms. Notice of any cancellation, termination or expiration of the liability insurance policy must be provided to the Town Clerk and the Board of Police Commissioners within 24 hours of the cancellation, termination or expiration. The owner or keeper shall maintain and not voluntarily cancel the liability insurance unless the owner or keeper shall cease to own or keep the vicious dog. Cancellation of the insurance policy for failure to pay the insurance premium shall be considered a voluntary cancellation, and a violation of this section.

(3)

The owner or keeper shall, at his/her own expense, have the licensing number assigned to such vicious dog tattooed upon such vicious dog by a licensed veterinarian. The number shall be noted in the Town Clerk's file for such vicious dog, if it is different from the licensing number when the vicious dog is registered in subsequent years. The tattoo shall be placed at a location to be determined by the Dog Warden. For the purposes of this § 15-15B(3), "tattoo" shall be defined as any permanent numbering of a vicious dog by means of indelible or permanent ink with the number designated by the licensing authority or any other permanent, acceptable method of tattooing.

(4)

The owner or keeper shall display a sign on his/her premises warning that there is a vicious dog on the premises. Said sign shall be visible and capable of being read from the street, road or highway, whether public or private, which abuts said premises.

(5)

The owner or keeper of a vicious dog shall provide a certificate to the Dog Warden from a licensed veterinarian that the animal has been spayed or neutered, and the owner or keeper of said vicious dog shall be responsible for the cost of such spaying or neutering.

(6)

The owner or keeper shall have an enclosure for the vicious dog on the property where the vicious dog will be kept or maintained. All vicious dogs shall be confined in an enclosure. It shall be unlawful for any owner or keeper to maintain a vicious dog upon any premises which does not have an enclosure.

(7)

It shall be unlawful for an Owner or Keeper of a vicious dog to permit the dog to be outside the enclosure unless the dog is securely muzzled and restrained with a chain held by the owner or keeper having a minimum tensile strength of 300 pounds and not exceeding three feet in length and shall be under the direct control and supervision of the owner or keeper of the vicious dog. The muzzle shall be made in such a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting a person or another animal.

(8)

The owner or keeper shall notify the Town Clerk and the Dog Warden within 24 hours if a vicious dog is on the loose, is unconfined, has attacked another animal or has attacked a human being or has died or has been sold or given away. If the vicious dog has been sold or given away, the owner or keeper shall also provide the Town Clerk and Dog Warden with the name, address and telephone number of the new owner or keeper of the vicious dog.

C.

The Dog Warden will release the impounded vicious dog back to the owner or keeper only after he/she complies to the satisfaction of the Dog Warden with all the provisions of § 15-15B(1) through (6) inclusive.

§ 15-16. Appeals.

The declaration and ruling of the Board of Police Commissioners or its designee may be appealed to a court of competent jurisdiction by the owner or keeper within ~~48 hours~~ 14 days of receiving the ~~declarations and ruling decision~~. The vicious dog shall remain impounded pending an appeal. A hearing de novo shall be conducted without a jury, and the decision of the court shall be final and conclusive. The appeal shall be in writing and shall set forth clearly and concisely the reasons for the appeal and shall be served upon the Board of Police Commissioners or its designee in the manner prescribed by law for service of civil process.

§ 15-17. Prohibited activities.

A.

No person shall own or harbor any dog for the purpose of dog fighting nor train, torment, badger or bait or use any dog for the purpose of causing or encouraging said dog to unprovoked attacks upon human beings or domestic animals.

B.

No person shall possess with intent to sell or offer for sale or breeding or buy or attempt to buy within the City any vicious dog.

C.

No person shall keep a vicious dog within any portion of any multiple-unit dwelling. A "multiple-unit dwelling" shall mean any commercial or residential building consisting of two or more dwelling units. A "dwelling unit" shall mean any room or rooms designed or used as living quarters for one family or household.

§ 15-18. Violations and penalties.

A.

If any vicious dog shall, when unprovoked, attack, assault, wound, bite or otherwise injure or kill a human being or domestic animal, the Dog Warden is empowered to confiscate and, after expiration of a ~~five~~fourteen-day ~~appeal waiting~~ period, ~~exclusive of Sundays and holidays~~, shall destroy said vicious dog. In addition, the owner or keeper shall pay such costs and expenses as may be required for the destruction of such vicious dog. The owner or keeper may file an appeal to the Superior Court in accordance with § 15-16. The penalties set forth herein shall not be lieu of or limit the right of any victim to bring a civil action against the owner or keeper of a vicious dog, as provided for by State statute.

B.

The Dog Warden is hereby empowered to make whatever inquiry is deemed necessary to ensure compliance with the provisions of § 15-15B, inclusive of § 15-15B(1) through (8), § 15-17B and § 15-17C and is hereby empowered to seize and impound any vicious dog whose owner or keeper fails to comply with any of the provisions thereof. The impounded vicious dog shall not be released by the Dog Warden until the owner or keeper complies with all the provisions thereof. Additionally the owner or keeper shall pay a fine of \$99 per day for each violation, plus all such costs and expenses necessitated by the seizure of the vicious dog. In the event that the owner or keeper of the vicious dog refuses to surrender the vicious dog to the Dog Warden, the Dog Warden may request a police officer to obtain a search warrant and to seize the vicious dog upon the execution of the warrant.

C.

Violation of § 15-17A shall allow the Dog Warden to have probable cause that said dog is vicious as per § 15-14A, plus said person shall pay a fine of \$99 for each occurrence.

D.

Responsibility of parents for ensuring compliance. In the event that the owner or keeper of the vicious dog is a minor, the parent or guardian shall be responsible for ensuring compliance with this article.

§ 15-19. Exceptions.

This article shall not apply to:

A.

Kennels licensed in accordance with Title 22, Chapter 435, of the Connecticut General Statutes.

B.

K-9 or other dogs owned by the Police Department or any law enforcement officer which are used in the performance of police work.

§ 15-20. When effective.

This article shall take effect upon passage and compliance with the provisions of the Charter and Code of the City of Norwalk.

Chapter 96. Excavations and Encroachments in Public Streets and Grounds
§ 96-14. Protective measures.

Current Version

F.

When portions of the traveled way are made hazardous for the movement of vehicles or pedestrians, a sufficient number of traffic control persons shall be employed by the permittee to direct traffic safely through the area. If such conditions exist at the close of the working day, a watchman and a sufficient number of traffic control persons shall be employed and assigned by the permittee to direct traffic at night. The work shall be planned to avoid such conditions whenever possible.

Proposed Version

F.

When portions of the traveled way are made hazardous for the movement of vehicles or pedestrians, a sufficient number of traffic control persons shall be employed by the permittee to direct traffic safely through the area. The Director, in coordination with the Police Chief, shall approve the traffic control plan and together shall determine the appropriate number of traffic control persons or Norwalk Police Officers, where necessary, to ensure the public's safety, however, when the roadway(s) affected are classified as: 1) City Collector; 2) City Minor Arterial; 3) City Major Arterial; 4) State Roadway; and/or 5) State Limited Access Highway, as listed on the Road Classification Map on file in the Public Works Department, or when the roadway(s) are immediately surrounding a school, hospital, or fire department, the Director shall first provide Norwalk Police Officers with the opportunity to direct traffic safely through the area. If the police department determines that no police officers are necessary or is unable to provide sufficient police officers, the Director shall, in the alternative, determine the appropriate number of traffic control persons necessary to ensure the public's safety. If such conditions exist at the close of the working day, a ~~watchman~~ Police Officer(s) and a sufficient number of traffic control persons shall be employed and assigned by the permittee to direct traffic at night per the direction of the Director. The work shall be planned to avoid such conditions whenever possible.



2180 Mendon Road Suite 31 Cumberland Rhode Island 02864

City of Norwalk
125 East Ave
Norwalk, CT 06851

Dear Members of the Common Council,

I was recently made aware of a proposed ordinance in the City of Norwalk that would promote police coverage on roadway traffic control for construction work. As the Safety Director for a large construction company installing natural gas pipelines in and around New England, I'd like to offer my experience and perspective on the role that police play in roadway safety at construction sites.

During 2014 and 2015 our company, GPL Construction, performed a great deal of work in Norwalk, CT installing miles of gas pipeline. The overwhelming majority of the work that we performed was in and on the roadways of the City. We regularly used Norwalk Police Officers for traffic control at our jobsites. I found the quality of service that was provided by these officers to be of the highest quality as they were among the most attentive, best trained, and most professional officers that I have ever worked with.

Having an officer at a construction site is not only an enhancement for safe and efficient traffic control, but it enhances the safety of the construction crew and the general public in the surrounding area. On several occasions while in Norwalk I observed officers go beyond what was expected of them as traffic control personnel. While on our jobsites officers were available to (and did on several occasions) assist in other incidents such as medical calls, m/v accidents, and crimes in progress in the area of our jobsites. As Safety Director, it is comforting to know that in emergencies, fire, police and rescue assistance notification is only a radio call away. Having a uniformed officer conducting traffic control was far more effective and safe for our jobsite than any other option. Not only did it prove to be safer, but the quality of traffic control often times allowed us to work more quickly and efficiently. Police Officers working off duty assignments at construction sites only enhance the overall safety of the citizens and the motoring public by adding to the complement of on duty/available officers.

In a rapidly developing City such as Norwalk, it seems logical in the interest of traffic control and safety, that the City's legislative body would take steps to ensure that the best qualified candidate (the police) are used for the job, and that the safety and well-being of the citizens of Norwalk remains the top priority during this era of development. I can be reached by the council at 401-639-6291 if you have any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Tom Greene", is written over the word "Respectfully,".

Thomas Greene, Safety Director
GPL Construction Inc.



Norwalk Police Union Local 1727



P.O. Box 266 South Norwalk Connecticut 06856
(203) 854-3101

City of Norwalk
125 East Ave
Norwalk, CT 06851

September 13, 2016

Dear Members of the Common Council,

Over the past decade a problem has been brewing. This problem has been overshadowed by the positive growth and development of our City, but it can no longer be ignored. The problem of irresponsible and dangerous traffic control practices at roadway construction sites has become intolerable. Your Norwalk police officers bear the brunt of this issue. Fielding complaints from citizens, commuters, residents, other City workers, and businesses, the police are usually called upon to fix this problem. Largely, it is the perception of the public that traffic control issues fall under the purview of the police department, and in a practical sense that perception is accurate.

In 2014 an important step was taken towards giving the police the authority to mandate proper traffic control practices at roadway construction sites in Norwalk. However, some contractors persistently ignore in their responsibility to ensure safe and efficient traffic flow. Whether a construction company uses their own personnel or they hire a civilian flagger to conduct traffic control, the quality of service, authority to act, and immediate availability of emergency resources pale in comparison to having a police officer staff that position. Traffic control is often minimized in order to cut costs and maximize profits. When found to be deficient in their traffic control practices, contractors are not held accountable. The public are placed in danger and the police are blamed for it.

In taking a close look at the continuing development and infrastructure improvements being made in the City by large scale developers and utility companies, public safety should be strongly considered as an important component in that process. The presence of Norwalk police officers on many of these job sites has proven invaluable to citizens on countless occasions. Officers have found themselves in close proximity to various emergencies and they've been able to intervene and affect the outcome of those incidents for the better. Extra-duty assignments put an average of 30-50 additional officers on the street every day, and at no cost to the taxpayer. Additionally, the current 15% fee added to the hourly rate earned by these officers on extra-duty assignments has yielded millions of dollars of much needed revenue for the City over the past decade. Specifically, in 2014 the City gained \$548,996 and in 2015 the City gained \$490,732 from the 15% administrative fee. This is money that the City wouldn't have earned if anyone other than Norwalk officers had been assigned to work these extra-duty assignments.

*President – David Orr, Vice President – Dan Fitzmaurice, Secretary – David Peterson,
Treasurer – Jim Mosher, Executive Board Members – Mike Silva, Carl Williams, Kevin Markert,
Trustees – Andy Kovelakas, Nate Paulino, Chris Imparato*



Norwalk Police Union Local 1727



P.O. Box 266 South Norwalk Connecticut 06856

(203) 854-3101

Included with this letter is a multi-page spreadsheet which highlights two types of incidents: 1) Reports of poor roadway traffic control at construction sites, and 2) Occasions where, due to their assignment at a roadway construction site, officers were able to intervene in some other nearby crisis in-progress. Also included with this letter is a copy of Article 17 of the Collective Bargaining Agreement between the Norwalk Police Union and the City of Norwalk. Article 17 provides the Union with the authority to oversee the performance of officers at these assignments. While this authority doesn't preclude the Chief from taking disciplinary action in a case of malfeasance, the Union has an interest in "policing our own" as well.

In February of this year I began meeting with the Ordinance Committee of the Common Council in an effort to fix the epidemic of poor traffic control at construction sites, and to preserve the many benefits gained by staffing those positions with Norwalk police officers. The ordinance now being considered has undergone many draft changes and has been considered and discussed from every angle imaginable by the committee, the police union, the Chief of Police, and by the Director of DPW. It is my sincere hope that you will consider it strongly, and that you'll see the benefits of this important legislation in keeping Norwalk on track and moving forward.

Respectfully submitted,

Sgt. David R. Orr
President, Norwalk Police Union
AFSCME Local 1727

*President – David Orr, Vice President – Dan Fitzmaurice, Secretary – David Peterson,
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Norwalk Police Union Local 1727



P.O. Box 266 South Norwalk Connecticut 06856

(203) 854-3101

Norwalk Police Union
Contract 2013-2016

Article 17 (Extra work):
Section 3, subsection 8

In an event an employee violates these procedures for extra work assignments, said violation shall be put to a Panel of the Union Executive Board. Said panel shall include at least three (3) members of the Executive Board and shall determine, by a majority vote, if, in fact, a violation had taken place. If the Panel determines a violation of the extra work procedures has taken place:

The first violation, by that officer, shall be one (1) week's suspension from extra work assignments.

A second violation shall be a two (2) week suspension from extra work assignments.

A third violation, shall be a thirty (30) calendar day suspension from extra work assignments.

A fourth, and any subsequent violation, shall be a three (3) month extra work assignment suspension.

Such suspension period shall commence from the date the extra work committee determines that a violation had been committed. The life span of each violation will be two (2) years from the date when the violation occurred. Thereafter, the violation may not be used against the officer for extra work violation purposes. The suspension period will be based on the number of violations less than two (2) years old in the officer's file. Violations may include excessive tardiness to one or more assignments, leaving the jobsite numerous times or for an extended duration of time, or any other action or inaction that constitutes malfeasance of duty during an extra duty assignment. If through the appropriate process it is determined that a violation has occurred, a verbal or written warning may be issued by a member of the Union Executive Board to the member who committed the violation. The decision to issue a warning in place of a suspension will be determined by majority vote (minimum 3 Executive Board members) of the Union Executive Board. Any decision, by the Executive Board Panel, relating to extra work suspensions, shall not be grievable or arbitrable. This shall not in any way limit the Chief's right to take disciplinary action for just cause.

*President – David Orr, Vice President – Dan Fitzmaurice, Secretary – David Peterson,
Treasurer – Jim Mosher, Executive Board Members – Mike Silva, Carl Williams, Kevin
Markert, Trustees – Andy Kovlakas, Nate Paulino, Chris Imperato*



Norwalk Police Union Local 1727



**P.O. Box 266 South Norwalk Connecticut 06856
(203) 854-3101**

Norwalk Police Extra work Discipline levied by the Union Executive Board

2014

Month	Verbal warning	Written warning	1 week suspension	2 week suspension	30 day suspension	3 month suspension
January	1					
February		1				
March	1					
April	1					
May	1	1	2			
June	2					
July	2		2			
August		3				
September	1			1		
October						
November		1				
December			1			
Totals	9	6	5	1		

2015

Month	Verbal warning	Written warning	1 week suspension	2 week suspension	30 day suspension	3 month suspension
January						
February			1			
March						
April	5	1				
May						
June	1		2			
July	1					
August	1					
September	1		1			
October						
November			1			
December		1				
Totals	9	2	5			

*President – David Orr, Vice President – Dan Fitzmaurice, Secretary – David Peterson,
Treasurer – Jim Mosher, Executive Board Members – Mike Silva, Carl Williams, Kevin
Markert, Trustees – Andy Kowlakas, Nate Paulino, Chris Imperato*



EXTRA-DUTY INCIDENT REPORTS

Norwalk Police Department

FOR THE ORDINANCE COMMITTEE OF THE
COMMON COUNCIL – CITY OF NORWALK

Included herein are reports of insufficient traffic control and the dangerous circumstances that often result, as well as occurrences where officers working extra duty took official police action not directly related to their extra duty assignment.

David Orr – Norwalk Police Union President
AFSCME Local 1727

Case # / Date	Location	Description
03-5115 / 2-3-03 02-18669 02-21707 02-26138 02-28062	Magnolia Ave	Wanted person observed by officer returning to HQ from a job site. Suspect arrested, multiple warrants served.
03-5115 / 2-3-03	Magnolia Ave	An Officer working an extra duty traffic control assignment made an arrest on a suspect who had numerous outstanding felony arrest warrants.
07-45482 / 9-2-07	Gillies Ln	Numerous officers working job sites on Conn Ave assist in apprehension of wanted person.
07-45482 / 9-2-07	Gillies Lane	An officer working extra duty traffic control assisted in the arrest of two armed car jackers.
11-46235 / 9-9-11	Washington St/S. Main St	M/V enforcement action taken by officer working a job site
11-46235 / 9-9-11	South Main St.	While working extra duty traffic control Det. Kougioumtzidis observed a flagrant traffic violation and cited the operator (who also had a suspended license)
12-27858 / 5-31-12	Catherine St	Officer working job site makes self-initiated narcotics arrest
12-27858 / 5-31-12	Catherine St.	While working extra duty traffic control Sgt. Zwickler made a narcotics arrest. The defendant was using marihuana while driving and possessed sale quantity of marihuana and illegal pills.
12-35317 / 7-7-12 10-37202 11-40605 12-35230	Main Ave	Officer working a job site spots a wanted person driving through the area. Suspect arrested and multiple warrants served.
12-35317 / 7-7-12	Main Ave	While working extra duty traffic control Sgt. Zwickler made an arrest of a wanted person (10-15208).
12-45081 / 8-27-12	Connecticut Ave	Stabbing suspect apprehended by an officer working a job site.
12-45081 / 8-27-12	Connecticut Ave	Wanted felon arrested by officer working extra duty traffic control.
12-61907 / 11-15-12	Winfield St	Criminal arrest made by officer working a job site

12-61907 / 11-15-12	Winfield St.	While working extra duty traffic control Officer Wasilewski took enforcement action on a pedestrian who refused to obey the traffic pattern established for his jobsite.
13-37179 / 7-17-13	Fair St.	Deering Construction working in the roadway with no traffic control. M/V accident occurred as a direct result. Numerous motorist complaint received.
13-37179 / 7-18-13	Fair St	No traffic control, resulted in utility lines being pulled down by a passing truck
13-37179 / 7-18-13	Catherine St	Deering Construction milling and paving the roadway without sufficient traffic control.
13-44448 / 8-22-13	Concord St	Officer working job site assisted in nearby felony stop and arrest
13-44448 / 8-22-13	Concord St.	While working extra duty traffic control Officer Wargo assisted in a felony car stop, and assisted in arresting the operator.
13-45838 / 8-29-13	Connecticut Ave	Emotionally disturbed person apprehended by an officer working a job site.
13-45838 / 8-29-13	Connecticut Ave	An officer working an extra duty traffic assignment arrested a distraught man who was threatening an elderly woman in the roadway.
14-19434 / 4-28-14	Cross St / Belden Ave	Deering Const milling road with no traffic control
14-19438 / 4-28-14	Maple St	Deering Const milling Maple St mid-day with insufficient traffic control. Photos taken.
14-19440 / 4-28-14	Silwen Ln	Grasso Const performing extensive work and diverting traffic with no traffic control. Photos taken
14-19428 / 4-28-14	Bayview Ave	Deering Const performing work on Bayview, flagman directing buses onto Cedar St, utility lines damaged as a result.
14-19434 / 4-28-14	Cross St	Deering Const milling the ropad with insufficient traffic control

14-19438 / 4-28-14	Maple St.	Deering Construction had 4 large dump trucks blocking all lanes of West Ave s/b due to milling in the roadway. Insufficient traffic control in place. Photos taken, DPW notified.
14-19440 / 4-28-14	Silwen Lane	Grasso working in the roadway of Silwen Lane and Wolfpit Ave with numerous large machines and no traffic control at all. Numerous complaints received.
14-19428 / 4-28-14	Bayview Ave.	Deering Construction working on Bayview Ave with insufficient traffic control. Flagmen directed a Wheels bus and several other cars onto a street where wires had been pulled down by a construction machine.
14-19434 / 4-28-14	Cross St	Roadway milling and paving being done without any traffic control, creating a very bad traffic problem.
14-20283 / 5-3-14	North Water St	Pappa John Const reducing N. Water to one lane with no traffic control
14-20283 / 5-3-14	North Water St	Pappa John Const diverting traffic with insufficient traffic control
14-20283 / 5-3-14	North Water St.	Pappa John Construction blocking the s/b lane of Water St with no traffic Control.
14-20283 / 5-3-14	North Water St	Pappa John Construction working in a heavily traveled roadway without any traffic control.
14-21869 / 5-13-14	Papp St	Officer working a job site observes car fire, requests FD and evacuates nearby residents
14-21857 / 5-13-14	North Water St	Pappa John Const diverting traffic with insufficient traffic control
14-21869 / 5-13-14	Papp St.	While working extra duty traffic control Lt. Lowe observed a vehicle on fire and requested NFD to respond, likely stopping the fire from spreading.
14-21857 / 5-13-14	North Water St	Pappa John Construction working in the roadway without traffic control, creating a dangerous situation in a heavily traveled area.
14-22157 / 5-15-14	Isaac St	Family of recent homicide victim assisted by officer working a job site

14-22226 / 5-15-14	Silwen Ln	Lack of sufficient traffic control results in m/v collision between motorist and an excavator
14-22170 / 5-15-14	North Water St	Pappa John Const diverting traffic with insufficient traffic control
14-22157 / 5-15-14	Magnolia Ave	While working extra duty traffic control Sgt. Hume assisted in a homicide investigation.
14-22226 / 5-15-14	Silwen Lane	Motorist directed through a Grasso Construction site by a flagman. M/V accident occurred as a result of the poor traffic control.
14-22170 / 5-15-14	North Water St	Pappa John Construct ion working in a heavily traveled roadway with no traffic control, creating a dangerous and frustrating situation.
14-23212 / 5-20-14	Crescent St	Deering Construction paving machine parked unattended in a no parking zone for an extended duration on a freshly milled roadway. No construction signs anywhere in the area.
14-23931 / 5-24-14	Glover Ave.	A large piece of machinery belonging to P&T Construction was unattended occupying the n/b lane of Glover Ave with no traffic control. Sgt. Russo responded.
14-24465 / 5/27/14	North Water St.	Assault of elderly male observed by officer working traffic. Arrest made.
14-24465 / 5-27-14	N. Main St.	While working extra duty traffic control Lt. Marc Lepore interrupted an assault of an elderly man and arrested the perpetrator.
14-24700 / 5-28-14	Fitch St	Grasso Construction reduced Fitch St to one lane without sufficient traffic control.
14-24894 / 5-29-14	Cedar St	Deering Construction working in roadway with no traffic control. Photos taken. DPW notified.
14-29434 / 5-29-14	North Water St	Pappa John Construction reduced N. Water St to one lane without sufficient traffic control.
14-24894 / 5-29-14	Cedar St.	Deering Construction working in the roadway with insufficient traffic control.

14-25103 / 5-30-14	Strawberry Hill Ave	Two certified flaggers working for Grasso Construction observed not performing their assigned duties. Job foreman advised.
14-25757 / 6-2-14	1 Kellogg St	Officer Zavitz (working extra duty) assisted an officer in distress fighting with a suspect.
14-26141 / 6-5-14	Seaview Ave	Cavaliere Construction reduced Seaview Ave to one lane without sufficient traffic control. Photos taken.
14-27049 / 6-10-14	Cross St.	Officer Wargo and Officer Dimeglio (working extra duty) assisted patrol unit assisted on disturbance call at Rallye Tire
14-27021 / 6-10-14	Arnold Ln	Lt. Blake conducted an interior check of a house where the door was found ajar.
14-28639 / 6-19-14	Orchard St.	Lane closed by Deering Construction with no traffic control. Photos taken. DPW notified.
14-29546 / 6-24-14	Cross St	Officer Dimeglio (working extra duty traffic control) assisted on a disturbance call at GoodWill.
14-30660 / 6-30-14	280 Connecticut Ave	Officer English (working extra duty) thwarted a motor vehicle theft in progress.
14-32366 / 7-9-14	Knapp St	Grasso Const working in the eastbound lane with no traffic control. Job shut down.
14-33864 / 7-18-14	Calf Pasture Beach	Officer Dimeglio (working extra duty traffic control) assisted on a disturbance call at the beach
14-33882 / 7-18-14	Water St	AJ Penna Construction with several open manholes in the middle of the street with no traffic control. Job shut down.
14-38947 / 8-18-14	North Ave	Burglary suspect detained by Officer Busch, Officer Deimeglio, and Officer Ribisl while they were working extra duty traffic control
14-48001 / 10-6-14	Scribner Ave	Grasso Construction working in the roadway with no traffic control. DPW contacted.

14-48265 / 10-8-14	Old Saugatuck Rd	Cavalier Construction milling and paving the roadway with not traffic control, creating a dangerous situation.
14-49217 / 10-14-14	Scribner Ave	Grasso Construction milling and paving the roadway with no traffic control.
15-9000 / 3-3-15	MLK Dr	SNEW working in an open manhole in the roadway with no traffic control. Job shut down.
15-10205 / 3-11-15	Gregory Blvd	Cablevision pulling cable between utility poles southbound on Gregory Blvd with no traffic control. Photos taken.
15-17255 / 4-23-15	Westport Ave	Deering construction failed to provide safety signs and cones at a job site resulting in an elderly male driving into a ditch filled with freshly poured concrete. Michael Deering was issued a ticket for violating City Code 96-14: Failure to Provide Safety Measures
15-38798 / 8-27-15	Connecticut Ave	While working an extra duty traffic control assignment Sgt. Hume and Officer Silva apprehended a shop lifter from Kohls.
15-45172 / 10-6-15	Connecticut Ave	Officer Silva assisted Kohl's management apprehend a shop lifter who was fleeing the scene.
15-56740 / 12-22-15	Fox Run Rd	M. Lato construction dug an 8' hole in the roadway taking an entire lane with no traffic control. Job shut down.
16-26982 / 6-27-16	Connecticut Ave	While working extra duty traffic control Officer Roselle assisted patrol in apprehending a suspect in an armed robbery.
16-27027 / 6-29-16	West Ave	While working extra duty traffic control Sgt. Tolnay interrupted a domestic disturbance in progress.
16-32133 / 7-26-16	Day St	While working and extra duty traffic control assignment Sgt. White and Officers Cowf and Figueroa assisted patrol in stopping and detaining a suicidal male who had threatened to shoot himself while at a doctor's appointment earlier.

16-32140 / 7-26-16	Gregory Blvd	While working an extra duty traffic control assignment Officer Del Pino assisted patrol in responding to a nearby m/v accident with injuries.
16-32483 / 7-28-16	Berkeley St	While working an extra duty traffic control assignment Officer Zavitz was approached by a passerby and told about an unconscious woman laying on the ground nearby. He responded and rendered aid.
16-33435 / 8-3-16	Elmcrest Terrace	Nado's Paving working at the corner of Elmcrest and Conn Ave. No traffic control in place resulting in major traffic problem.
16-33567 / 8-4-16	Mott Ave	Deering Construction working on Mott Ave (taking a full lane if traffic) creating a dangerous traffic problem. Job was shut down until traffic control personnel arrived.
16-35533 / 8-15-16	Wall St	While working extra duty traffic control Officer Responded to a nearby medical complaint and provided care until paramedics arrived.
16-36881 / 8-22-16	Strawberry Hill Ave	Lewis Tree Service (subcontracted by Eversource) was conducting tree trimming and had diverted traffic without any traffic control personnel. Additionally, very serious safety violations were observed. Sgt. Orr and DPW Supervisor Frank Mauro responded and the job was shut down. Lewis Tree Service and Eversource managers were notified.
16-38611 / 9-1-16	Willow St.	Lewis Tree Service (subcontracted by Eversource) working with one lane closed. Traffic condition directly caused a m/v accident. DPW Supervisor Frank Mauro notified.



2180 Mendon Road Suite 31 Cumberland Rhode Island 02864

City of Norwalk
125 East Ave
Norwalk, CT 06851

Dear Members of the Common Council,

I was recently made aware of a proposed ordinance in the City of Norwalk that would promote police coverage on roadway traffic control for construction work. As the Safety Director for a large construction company installing natural gas pipelines in and around New England, I'd like to offer my experience and perspective on the role that police play in roadway safety at construction sites.

During 2014 and 2015 our company, GPL Construction, performed a great deal of work in Norwalk, CT installing miles of gas pipeline. The overwhelming majority of the work that we performed was in and on the roadways of the City. We regularly used Norwalk Police Officers for traffic control at our jobsites. I found the quality of service that was provided by these officers to be of the highest quality as they were among the most attentive, best trained, and most professional officers that I have ever worked with.

Having an officer at a construction site is not only an enhancement for safe and efficient traffic control, but it enhances the safety of the construction crew and the general public in the surrounding area. On several occasions while in Norwalk I observed officers go beyond what was expected of them as traffic control personnel. While on our jobsites officers were available to (and did on several occasions) assist in other incidents such as medical calls, m/v accidents, and crimes in progress in the area of our jobsites. As Safety Director, it is comforting to know that in emergencies, fire, police and rescue assistance notification is only a radio call away. Having a uniformed officer conducting traffic control was far more effective and safe for our jobsite than any other option. Not only did it prove to be safer, but the quality of traffic control often times allowed us to work more quickly and efficiently. Police Officers working off duty assignments at construction sites only enhance the overall safety of the citizens and the motoring public by adding to the complement of on duty/available officers.

In a rapidly developing City such as Norwalk, it seems logical in the interest of traffic control and safety, that the City's legislative body would take steps to ensure that the best qualified candidate (the police) are used for the job, and that the safety and well-being of the citizens of Norwalk remains the top priority during this era of development. I can be reached by the council at 401-639-6291 if you have any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Tom Greene", written over a horizontal line.

Thomas Greene, Safety Director
GPL Construction Inc.



VII. C

DEPARTMENT OF PUBLIC WORKS

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT
COMMITTEE

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

RE : OAK HILLS PARK – FOUNTAIN GARDEN/GREAT LAWN
IMPROVEMENT PROJECT

DATE: AUGUST 31, 2016

As part of the \$1,500,000 State DEEP grant for the Oak Hills Park Improvement Project, the Project Committee has set aside \$200,000 for the restoration/development of the Fountain Garden and the Great Lawn.

In July 2016, the City's Purchasing Department advertised the project for bids. There was minimum bidding activity without a favorable bid. Immediately thereafter, the Purchasing Department re-advertised the project for bids and a total of three bids were received. (See attached bid summary)

Hoffman Landscapes is the apparent low bidder, however, the total price is substantially higher than the set aside budget. Based on communication with Project Committee members, the recommendation is to accept the bid for the Great Lawn in the amount of \$137,000 plus \$10,000 for contingencies. Additionally, Sharon Connors (Purchasing), Jim Schell (Oak Hills Grounds Superintendent) and I met with representative from Hoffman Landscapes for a scope reviewed session. We identified various improvements in the Fountain Garden design that could be deleted from the bid as "Day Two" items. These improvements include the pergola, concrete paver patio, landscape planting, restoration of the fountain and benches. By removing these items from the bid, we believe there may be sufficient funds to complete the preparation of the site which includes grading, irrigation, electrical, walkways, topsoil, sod and mulching of the future planting beds. Therefore, we would like to recommend the inclusion of \$53,000 in Hoffman Landscapes' contract for site preparation of the Fountain Garden.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute a contract with Hoffman Landscapes Inc. for the Oak Hills Park Fountain Garden and Great Lawn Improvement Project for a total of \$190,000. Acct. #09151340-5799-C0558**
- b. Authorize the Office of Building Management to issue change orders on Contract for a total not to exceed \$10,000.**

August 24, 2016

Norwalk Purchasing Department
Response Summary Project # 3696R
Great Lawn and Fountain Garden Improvements at Oak Hills Park

Thank you for your response to our Request for Bids Submission. The following is a summary of the submitted bids for this solicitation process.

		CONTRACTORS					
		DLTC Landscape Contractors*	A.V. Tuchy, Inc.	Hoffman Landscapes, Inc			
A	Fountain Garden	\$ 162,152.00	\$ 238,252.00	\$ 149,000.00			
B	Great Lawn	\$ 195,585.00	\$ 211,315.00	\$ 137,000.00			
C	Alternate #1: Kiosk Kit	Included in "B"	\$ (2,355.00)	\$ (3,100.00)			
D	Alternate #2: Benches	\$ 54,830.00	\$ 19,866.00	\$ 25,500.00			
E							
Total Lump Sum (Items A and E)		\$ 412,567.00	\$ 467,078.00	\$ 308,400.00			
	*Non-confirming bid: did not submit a Bid Security and/or did not submit the other required forms						



DEPARTMENT OF PUBLIC WORKS

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT
COMMITTEE

FROM: ALAN LO, PROJECT MANAGER *AL*

RE : OAK HILLS PARK – McNEIL DESIGN AMENDMENT

DATE; AUGUST 30, 2016

In the summer of 2015, the Common Council approved a golf course design services contract with McNeil Design Collaborative, Inc. for the Oak Hills Park Improvement Project. Funds for the design and improvements of the facilities were made available through a State DEEP grant.

This project consists of various components including improvements to the golf course, construction of the Great Lawn and Fountain Garden, renovation of the Halfway House and Tennis Center to provide accessible restroom facilities, and remediation of contaminated soil from two abandoned heating fuel tanks. Through the design and bidding phases, additional services were required of the architect in order to complete the bid documents. Attached is a request from Robert McNeil seeking additional compensation for various services he provided. The original request was submitted in May 2016. We had a number of conversations to determine which items are beyond the original scope. In the end, we reached an understanding and believe that an additional compensation of \$7,000 would be a reasonable and fair settlement. The original contract amount was \$117,050.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an Amendment to McNeil Design Collaborative, Inc.'s design services contract for Oak Hills Park Improvement Project for additional design services in the amount not to exceed \$7,000. Acct. #09151340 5799 C0558



August 15, 2016

Mr. Alan Lo
Project Management
Building Management
Division of Public Works
City of Norwalk

Mr. Lo:

I want to address the additional scope of services that have been provided for the Oak Hills Park project and how to proceed forward with our fee structure.

The initial scope of work on the golf course within the bid included:

- Construction of a new 1st hole tee
- 2nd hole back tee
- Upgrade of the practice area between the restaurant and 7th tee
- Development of continuous cart path system
- Expand and modify tees on holes 4, 5, 7 and 15
- Bunkers and tees on the course to be improved (based on priority)

Our work on the golf course to date has included:

1. A comprehensive master plan of improvements addressing all aspects of the golf course (not identified in the original scope)
2. Redesign tees (new, laser or reconstruct) on all holes
3. Redesign bunkers (new, reconstruct, restructure) all bunkers on all holes
4. Extensive drainage program throughout golf course
5. Tree Management Program (removal, pruning, etc.) throughout golf course (not identified in the original scope)
6. 2 Plan Revisions to date, 3 City Meetings
7. Practice Facility (Meeting/Consultation) with NGF
8. Attendance at Inland Wetland Commission Meetings (3) for project permitting
9. Integration of Wetland Delineation mapping from consultant into construction documents

Currently we are 13% over the hours allotted through the Construction Documentation Phase (81 hours). (This does not include the value of the additional Survey services already approved). The value of these additional services is \$14,175.00.



Through discussion with the project team we are prepared to settle on the payment amount of \$7,000 covering all services to date associated with project construction documentation. This does not include services related to construction administration which has an allowance of \$13,000.00 in the original contract.

Also, moving forward, the Construction Administration Services segment of our work (as we discussed) will be spread over 3 separate projects, with different timelines resulting in additional administration and site visit time to accomplish the work.

If there are any further questions don't hesitate to call me directly at 732-915-8385.

Thank you.

Robert McNeil, ASGCA

Corporate Offices:

McNeill Design Collaborative, Inc.

The Northeast Golf Company

MDC Global Golf

118 Beauchamp Drive

Saunderstown, Rhode Island 02874

P-401-667-4994

F-401-667-4995

C-732-915-8385

W-www.northeastgolfcompany.com

Design Studio:

Bodman Place

Red Bank, New Jersey





DEPARTMENT OF PUBLIC WORKS

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT
COMMITTEE
MEMBERS OF NFCC

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

RE : WEST ROCKS SCHOOL EXTERIOR WINDOWS AND
DOORS REPLACEMENT PROJECT

DATE: AUGUST 29, 2016

As part of the 2016-2017 Capital Budget, \$1,025,000 was allocated for the West Rocks Middle School Exterior Windows and Doors Replacement Project. The Board of Education, in coordination with City staff, had submitted a project request to the State prior to June 30, 2016 as necessary to be eligible for State reimbursement.

As the project moves from programming phase to design phases, the City will take on greater project management responsibilities, starting with the hiring of an architect. Recently, the City's Purchasing Department issued a Request for Proposals (RFP) and the City received a total of 6 proposals. A Review Committee was created which consists of Councilman Livingston, Councilman Bonenfant, Sharon Conners (Purchasing), Dr. Moore (Principal), Bill Hodel (NPS) and myself. The Committee interview 3 shortlisted firms and is hereby recommending Silver Petrucelli Associates. The Committee's recommendation is based on the overall experience of the firm with school construction projects and the wide range of façade improvement projects that the firm has undertaken. Equally important is the firm's familiarity with State Department of Administrative Services' school construction requirements and process which is essential to assist the City in securing maximum eligible reimbursement. Silver Petrucelli provided the second lowest fee and the Committee believes that their experience and knowledge will provide the greatest value to the City. Their base fee is \$44,850 plus an additional \$22,675 necessary to cover environmental investigations, remediation monitoring and allowance for reimbursable expenses. Please see attached excerpt from their proposal.

In terms of schedule, we are scheduled to award the architectural contract in September 2016 and immediately proceed with design phases. Upon completion of the design and construction document phases, we will obtain State approval in December with the intent to go out for bids in January 2017. Bid opening is scheduled for end of January and award in February. The awarded contractor will submit shop drawings for approval in March. With the projected window fabrication period of 3 months, window delivery will be in June 2017. Immediately after the end of the Spring semester, the contractor will proceed with demolition and remediation (as required). Once we determined the extent of remediation, we will be able to determine if this project can be completed in the summer of 2017 or whether we need to phase this project to be completed in two summers.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Silver Petrucelli Associates to provide architectural design services for the West Rocks School Exterior Windows and Doors Replacement Project for a total not to exceed \$67,525.00. Acct. #09175010 5777C0566**
- b. Authorize a contingency for additional serves as may be required for a total not to exceed \$6,700.**

Norwalk Purchasing Department
Response Summary Project # 3704

Architectural Design Services for exterior windows & doors replacement at West Rocks Middle School

Thank you for your response to our Request for Bid Submission. The following is a summary of the submitted bids for this solicitation process.

		CONTRACTORS							
		Friar Associates Inc.	Silver Petrucci & Associates	Antinuzzi Associates PC	Lothrop Associates LLP Architects	Gill & Gill Architect LLC	Quisenberry Arcari Architects, LLC		
A	Programming and Schematic Design Services	\$ 17,725.00	\$ 15,950.00	\$ 11,600.00	\$ 10,500.00	\$ 5,760.00	\$ 7,500.00		
B	Design Development Phase	\$ 13,300.00	\$ 7,000.00	\$ 11,600.00	\$ 14,000.00	\$ 4,320.00	\$ 7,500.00		
C	Construction Documents Phase	\$ 30,000.00	\$ 7,100.00	\$ 20,200.00	\$ 28,000.00	\$ 11,520.00	\$ 16,500.00		
D	Bidding/Negotiation Phase	\$ 2,600.00	\$ 2,300.00	\$ 1,800.00	\$ 3,400.00	\$ 1,440.00	\$ 3,500.00		
E	Contract Administration Phase	\$ 11,250.00	\$ 12,500.00	\$ 11,800.00	\$ 14,000.00	\$ 5,760.00	\$ 15,000.00		
	TOTAL FEE (A-E)	\$ 74,875.00	\$ 44,850.00	\$ 57,000.00	\$ 69,900.00	\$ 28,800.00	\$ 50,000.00		

SILVER/PETRUCELLI+ASSOCIATES

Architects / Engineers / Interior Designers

3190 Whitney Avenue, Hamden, CT 06518-2340

Tel: 203 230 9007 x200 Fax: 203 230 8247

silverpetrucelli.com



August 16, 2016

Ms. Sharon Conners
Purchasing Officer
City of Norwalk – Purchasing Department
Norwalk City Hall, 125 East Avenue, Room 103
Norwalk, CT 06856

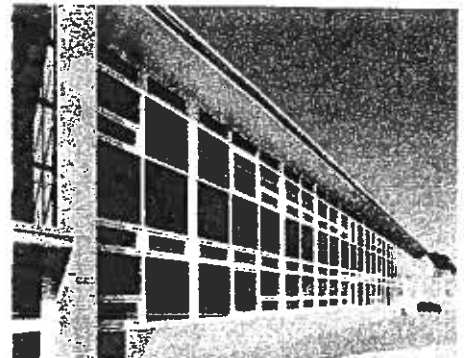
Re: West Rocks Middle School
Exterior Window & Door Replacement
Project # 3704
S/P+A Project No. 16.152

Dear Ms. Conners:

Silver / Petrucelli + Associates is pleased to submit our proposal for window and door replacement at West Rocks Middle School, a project for which we completed the study.

Silver / Petrucelli + Associates is an architecture, engineering and interior design collaborative. We have been providing services in Connecticut for more than twenty-three years. These services include architecture, M/E/P/FP engineering, interior design, specifications writing and construction administration. From new construction and renovations to historical preservation, our firm provides sustainable, creative design solutions for municipal, educational, financial, commercial, industrial, and institutional clients. We are award-winning designers and have been listed as one of the *Top 300 Architecture Firms* in the country for three consecutive years.

Silver / Petrucelli + Associates has a proven track record in completing window/door replacement projects. This includes the \$2.2 million, 4 school window replacement project for Milford Public Schools, encompassing over 160,000 square feet of middle and elementary school environments. These projects were completed over a two-year period, from design inception to fast-track DOE SCG plan reviews and multiple phase bidding in a highly competitive market. Each of the projects was completed both during the summer and while school was in session, with minimal disruption to the school schedules and operations. Each project included the complex abatement of asbestos containing window sealants, caulks and transit soffits.



We recently completed a window/door replacement projects at Dolan Middle School and Davenport Ridge Elementary School in Stamford. At Dolan, we replaced over 11,000 s.f. of windows and 1,300 s.f. of doors at this school as part of comprehensive energy savings upgrades. We were further retained by the City to survey and document the entire school, suggesting windows for ventilation, improved daylighting and replacing the dismal glass block that had affected the image of the school for

years. Construction documents were carefully packaged to deliver value and bidding control and a significant portion of the school was modernized under budget. At Davenport Ridge, we completed over 6,500 s.f. of window and door replacements.

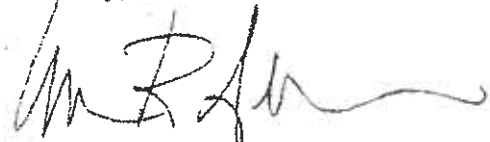
Silver / Petrucelli + Associates is uniquely staffed to meet the needs of this project. Our in-house expertise includes architects, mechanical, electrical and fire protection engineers and interior designers as well as specification writers and construction administrators. An in-house fire marshal and building official completes our diverse staff. In addition, eight (8) are LEED accredited. We have accrued a depth of experience in understanding the importance of choosing consultants that work collaboratively with our staff and share our values, work ethic and commitment to service. We are joined on this project by Langan Engineering for environmental support.

Silver / Petrucelli's long-standing relationship with the Connecticut Department of Administrative Services, Office of School Construction Grants (SCG) means we interface regularly (often several times per week) with SCG about State Department of Education grant requirements and any new procedures or standards that might affect our projects. We have a clear and thorough understanding of the complicated school construction reimbursement process and are well versed in how the different town reimbursement rates affect school construction projects including the new guidelines. We are proud of our reputation with the Department of Construction Services for submitting school designs that meet or exceed educational criteria but consistently come in with lower construction rates demonstrating that our practical approach to design means our plans and supporting documentation are always approved by SCG in timely a fashion.

The City is familiar with Silver / Petrucelli + Associates' work. The firm has been working with the Norwalk Public Schools for many years and performed a feasibility study of the entire school system including West Rocks Middle School, the study that lead to this project. Our history in Norwalk includes other school projects including additions and renovations to Naramake and Rowayton Schools and conversion of the Norwalk Early Childhood Center. We have also assessed the City Hall roof and designed the cooling tower replacement as part of the renovation work at City Hall.

We look forward to continuing our work with the City of Norwalk on this project. Please feel free to contact me with any questions at 203-230-9007 x206 or bsilver@silverpetrucelli.com. Thank you.

Sincerely,

A handwritten signature in dark ink, appearing to read 'W. R. Silver', with a long, sweeping horizontal line extending to the right.

William R. Silver, AIA
President



Project Name & Location	Year	Type of Project	Budget or Construction Cost	Project Size	Owner	Contractor
Killingly Memorial School 339 Main Street Danielson, CT	2016	Window Replacement of all windows (original to the school, 1952) in conjunction with full roof replacement	TBD	All windows in a 51,640 s.f. school including portables	Mary Bromm Community Development Administrator 860-779-5355	TBD
South School 8 Farm Road New Canaan, CT	2015	Window Replacement and Security Upgrades	\$2,200,000	5,600 s.f. of window insulated panel; 5,000 s.f. of glass block.	Nancy Harris Director of Finance 203-294-4000	Marcin Owczarski Niram, Inc. 973-299-4455
Gideon Welles School 1029 Neipsic Road Glastonbury, CT	2015	Window Replacement	\$1,472,796	8,078 s.f.	Richard Johnson Town Manager 860-652-7500	Doug Jacobik Accurate Doors & Windows 860-886-9500
Osborne Hill Elementary School 760 Stillson Road Fairfield, CT	2013	Window and door replacement	\$1.7 million	52,655 s.f.	Sal Moribito Director of Const./Security 203-255-7363	Gennarini Construction Charlene Henrietta 203-366-8957
CT Army National Guard Armory 249 Bayonet Street New London, CT	2013	Window Replacement	\$365,000	2,600 s.f.	Ed Fulton Project Coordinator 860-548-3253	TBD
CT Army National Guard Armory 63 Armory Road Stratford, CT	2012	Window Replacement	\$365,000	2,600 s.f.	Ed Fulton Project Coordinator 860-548-3253	Doug Jacobik Accurate Doors & Windows 860-886-9500
Davenport Ridge Elementary School 1300 Newfield Ave. Stamford, CT	2012	Classroom renovations, window and exterior door replacement, brick repair	\$1,000,000	6,500 sf	Jeff Pardo Project Manager 203-977-5227	Caladri Development Kristen Reiche 914-737-1299
Ann Antolini School 30 Ann Antolini Road New Hartford, CT 06057	2011	Window & Door Replacement	\$575,000	56,750 sf	New Hartford BOE Phillip O'Reilly 860-379-8546	TBD
Parish Hill High School 304 Parish Hill Road Chaplin, CT 06235	2010	Window Replacement Roof Replacement	\$1.3M	1,200 sf windows 51,000 sf roof	Region II Schools Ken Henrici 860-455-9584 x128	TBD

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

1. PROPOSED FEES: West Rocks School – Exterior Windows and Doors Replacement Project

A. Programming and Schematic Design Services: Lump Sum in numbers and words,	
\$ 15,950	Fee in words: FIFTEENTH THOUSAND, NINE HUNDRED FIFTY
B. Design Development Phase: Lump sum in numbers and words,	
\$ 7,000.	Fee in words: SEVEN THOUSAND
C. Construction Documents Phase: Lump Sum in numbers and words,	
\$ 7,100	Fee in words: SEVEN THOUSAND, ONE HUNDRED
D. Bidding/Negotiation Phase: Lump Sum in numbers and words,	
\$ 2,300.	Fee in words: TWO THOUSAND, THREE HUNDRED
E. Contract Administration Phase: Lump Sum in numbers and words,	
\$ 12,500.	Fee in words: TWELVE THOUSAND, FIVE HUNDRED
F. TOTAL FEE (A-E)	
\$ 44,850.	Total Fee in words: FOURTY FOUR THOUSAND, EIGHT HUNDRED FIFTY

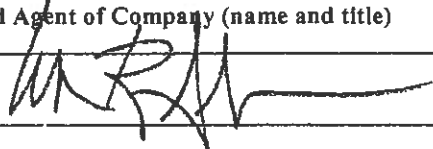
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Firm Name - Silver, Petrucelli & Associates

2. INSURANCE:

Agency Name	- Michael J. Hall & Company
Agency Address	- 19660 10th Avenue NE, Poulsbo, WA 98370

3. CERTIFICATION

Submitted by - William R. Silver	- President
Authorized Agent of Company (name and title)	Date 8/16/16
Signature - 	

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

Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

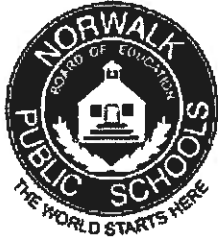
4. Provide fees for the following Additional Services and items as noted:

			West Rocks School
A.	Environmental Investigations (Section 1.3, item G 1, 2, 3, and 4)	Lump Sum	\$ 6675.00
B.	Environmental Monitoring (Section 1.3, item G 5)	Allowance Estimate	\$ 10,000
C.	Reimbursable Expenses	Allowance Estimate	\$ 6,000

} *

5. For informational purposes please identify the estimated time in working hours:

		West Rocks School
A.	Schematic Design Phase	112
B.	Design Development Phase	89
C.	Construction Documents Phase	92
D.	Bidding/Negotiation Phase	26
E.	Contract Administration	155



NORWALK PUBLIC SCHOOLS
TECHNOLOGY DEPARTMENT
125 EAST AVENUE - ROOM 315
P.O. BOX 6001
NORWALK, CONNECTICUT 06852-6001
(203) 854-4149

TO: Karen Del Vecchio, Director of Technology City of Norwalk
Alan Lo, Land Use

FROM: Ralph Valenzisi, Chief of Technology, Innovations and Partnerships- NPS

SUBJECT: Capital Purchase for 2016 – 2017

DATE: August 26, 2016

Below are recommendations for request for approval by the ITT Committee and Land Use for purchases through 2016- 2017 Capital Funds.

Approve the following items for recommendation to Land Use and Building Management:

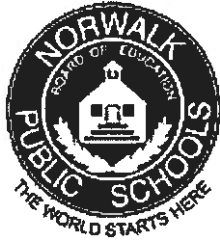
1. WALL MOUNT SMART BOARDS 4055

2 Smart Board LED @2,168.00	\$ 4,336.00
2 Heavy Duty Wall Mount @ 149.00	\$ 298.00
2 Wall Plates and Wires @ 150.00	\$ 300.00
2 Full Installation @ 300.00	\$ 600.00
Shipping	<u>\$ 100.00</u>
Total	\$ 5,634.00

EPSON 570 PROJECTORS

40 Epson 570 Projection system @999.00	\$39,960.00
40 HDMI/VGA/AUDIO/USB Part @160.00	\$ 6,400.00
40 Full Installation @350.00	<u>\$14,000.00</u>
	\$60,360.00

Approve: **CBS - Connecticut Business System**
Amount not exceed - **\$65,994.00**
Account # **0917-5010-5777-C0112**



NORWALK PUBLIC SCHOOLS
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125 EAST AVENUE - ROOM 315
P.O. BOX 6001
NORWALK, CONNECTICUT 06852-6001
(203) 854-4149

2. TEACHERS LAPTOPS

40 HP Elitebook 840 G3 @ 785.00 \$31,400.00

STUDENTS LAPTOPS

40 HP PROBOOK @580.00 \$23,200.00

DESKTOP COMPUTERS

40 HP Pro Desktop 600 G3 @750.00 \$30,000.00

Approve: The Ergonomic group

Amount not to exceed - \$84,600.00

Account # 0917-5010-5777-C0112

3. MACBOOK AIR 11"

4 MacBook Air 11", dual-core, 256GB
@1,049.00 \$4,196.00

IMAC 21.5"

2 iMac 21.5" Quad-core @1,249.00 \$2,498.00

MACBOOK PRO 15"

3 MacBook Pro 15"-Retina @1,899.00 \$5,697.00

IPAD AIR 2

20 iPad Air 2, 64 GB Space Gray @479.00 \$9,580.00

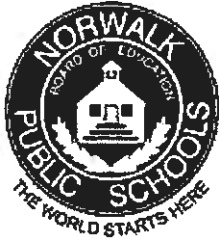
IPAD MINI 2

10 iPad mini 2, 32 GB @299.00 \$2990.00

Approve: Apple Store for Education Institution

Amount not to exceed - \$24,961.00

Account # 0917-5010-5777-C0112



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125 EAST AVENUE - ROOM 315
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(203) 854-4149

4. CHROMEBOOKS

450 Chromebook 11EE @147.00	\$66,150.00
450 Asset Tag @5.00	\$ 2,250.00
450 Console Licenses @25.00	\$11,250.00
450 White Gloves @6.00	<u>\$ 2,700.00</u>
Total	\$82,350.00

CHROMEBOOKS CARTS

40 Black Box 30U Charging Cart@ 999.00	\$39,960.00
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ACER CHROMEBASE

50 Acer Chromebase DC221HQ-Tegra	
16GB @337.00	\$16,850.00
50 Console Licenses @25.00	<u>\$ 1,250.00</u>
Total	\$18,100.00

LOGITECH HEADSET

70 Logitech USB Headset H390 @28.72	\$2,010.40
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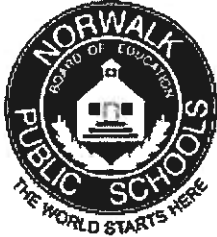
SAMSUNG TABLETS

40 Samsung Galaxy Tablet 9.6" @219.64	\$8,785.60
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Approve: CDW-G

Amount not to exceed -**\$151,206.00**

Account # **0917-5010-5777-C0112**



NORWALK PUBLIC SCHOOLS
TECHNOLOGY DEPARTMENT
125 EAST AVENUE - ROOM 315
P.O. BOX 6001
NORWALK, CONNECTICUT 06852-6001
(203) 854-4149

5. 49" TV MONITOR (TRACEY AND BROOKSIDE)

2 TV Monitor, wall mount, cables,	\$4,910.00
installation@2,455	

Approve: RnB Enterprises, INC
Amount not to exceed **-\$4,910.00**
Account # **0917-5010-5777-C0112**

6. HOVER CAMERAS

6 Hover Cameras @349.00	\$2,094.00
Shipping	<u>\$ 42.00</u>
Total	\$2,136.00

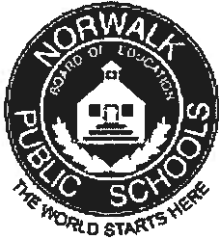
Approve: HoverCam
Amount not to exceed **-\$2,136.00**
Account # **0917-5010-5777-C0112**

7. PREMIUM TECH TUBS

20 Chromebook Tech Tubs with	
Powerbar @182.83	\$3,656.60
Shipping	<u>\$ 194.72</u>
Total	\$3,851.32

5 Tablets Tech Tubs with Powerbar	
@185.30	\$926.50
Shipping	<u>\$ 48.68</u>
Total	\$975.18

Approve: School Outfitters
Amount not to exceed **-\$4,826.50**
Account # **0917-5010-5777-C0112**



NORWALK PUBLIC SCHOOLS
TECHNOLOGY DEPARTMENT
125 EAST AVENUE - ROOM 315
P.O. BOX 6001
NORWALK, CONNECTICUT 06852-6001
(203) 854-4149

8. LOGITECH KEYBOARD

75 Logitech Desktop MK120

Keyboard – Mouse @18.25

\$1,368.75

Approve: Black Rock Technology Group

Amount not to exceed -**\$1,368.75**

Account # **0917-5010-5777-C0112**

Total Amount Requested \$340,002.25

Account# 0917-5010-5777-C0112



DEPARTMENT OF PUBLIC WORKS

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT
COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : BELDEN MAIN LIBRARY – LIGHTING RETROFIT

DATE: AUGUST 29, 2016

Last winter, the Purchasing Department issued a Request for Proposals (RFP) from energy conservation firms to implement an energy efficient lighting retrofit project at the Belden Main Library. A total of 6 proposals were received. A Review Committee was created which consists of Councilman Livingston (Chair of Land Use and Building Management Committee), Gerald Foley (ex-Purchasing), Mike Sgobbo (Building & Management), Tom Schadlich (Library) and myself. The Committee shortlisted the firms and interviewed three firms. Thereafter, we obtained additional information/clarification from the two finalists: Power Point Energy and Facility Solutions Group. Based on the final information, attached is the updated summary comparing the various components of the two proposals.

At this time, the staff would like to recommend the award of this project to Power Point Energy – Option 2 which includes an energy efficient mechanical equipment component enabling the project to qualify for the comprehensive incentive program. PPE-2 also incorporates a larger number of fixture replacement which generates greater incentive payment, resulting in a shortest payback period and greater long term savings.

In addition, it is important to note that PPE is proposing to use non-ballasted LED fixtures which have a higher initial capital cost but greater operating savings.

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Power Point Energy for the energy efficient lighting retrofit project at**

Belden Main Library. Terms of the agreement shall include the following:

- **Total Project Cost – not to exceed \$152,980**
 - **Projected incentive amount - \$96,012**
 - **Net cost to the City to be financed by Eversource - \$56,968**
- b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply and receive energy incentive funds from Eversource for the Belden Main Library efficient lighting retrofit project.**
- c. Approve to establish a contingency fund in the amount of \$8,000 to cover project related expenditures. Acct. # 09157100 5777 C0149**

City of Norwalk
Main Library Lighting Retrofit Response Comparison

	PPE 1	PPE 2	FSG1
<u>Interior Lights</u>			
Total number of interior fixtures inventoried:	935	935	862
Total number of interior fixtures proposed:	935	935	862
Estimated annual kwh saving based on 4,108 hr/yr:	173,318	173,318	131,831
Estimated annual cost saving based on \$0.15/kwh:	\$25,997.00	\$25,997.00	\$19,774.65
<u>Exterior Lights</u>			
Total number of exterior fixtures inventoried:	22	22	25
Total number of exterior fixtures proposed:	22	22	25
Estimated annual kwh saving based on 4,380 hr/yr:	23,758	23,758	14,772
Estimated annual cost saving based on \$0.15/kwh:	\$3,564.00	\$3,564.00	\$2,215.00
<u>Smart Pumps and Drives</u>			
Estimated annual kwh saving based on 4,380 hr/yr:		42,955	
Estimated annual cost saving based on \$0.15/kwh:		\$6,443.00	
<u>Combined total for interior and exterior lights</u>			
Estimated total annual kwh saving:	197,076	240,031	146,603
Estimated total annual cost saving:	\$29,561.00	\$36,005.00	\$21,990.45
Total project Cost:	\$127,480.00	\$152,980.00	\$76,942.33
Estimated incentive amount:	\$59,123.00	\$96,012.00	\$30,776.93
Net cost to the City(to be financed by Eversource):	\$68,357.00	\$56,968.00	\$30,776.93
Payback period in years:	2.3	1.7	2.2

Section II: General Information

Power Point Energy, LLC (PPE) is a Connecticut based limited liability company currently providing services to the New England market. The physical address of the company is:

Power Point Energy, LLC
82 Wolcott Hill Road
Wethersfield, CT 06109
Ph.: 860-436-3511
Fax: 860-436-2177

Established in 2007, PPE has been servicing the market place ever since. A professional staff with an average industry experience of over 25 years, will lend its' expertise and experience to successful completion of this proposed project.

The company's integrated energy services include complete Conservation services such as lighting, motors, drives, and HVAC upgrades. PPE also provides Energy Management System (EMS) design, implementation and support services as well as design installation of Renewable Energy initiatives.

PPE will complete all portions of the Smart Pump and Variable Frequency Drive upgrades. Technicians are also available to assist with any questions on a go forward basis.

PPE will design all of the lighting specifications for this project. Installation will be managed by PPE and subcontracted to a firm which has completed numerous projects for us, and will be supervised daily by a PPE project manager. The firm we confidence in and propose to use for the lighting installation is:

T&T Electrical Contractors, Inc. AA/EOE
420 Windsor Street
Hartford, CT 06120
Ph: 860-296-6967
www.tandtelectirical.com

T&T Electrical Contractors, Inc. has been completing projects since 1991 throughout Connecticut. PPE has formed a successful business relationship with T&T Electrical Contractors, Inc. and together, completed many successful projects throughout the state.

Section III: Experience

As previously stated, Power Point Energy has been servicing the Connecticut market place since 2007, designing and implementing integrated energy conservation projects and while reducing end user consumption. Key staff members including our Project Manager, EMS Specialists, and Management support staff have been with the PPE since 2007. Additional industry experience has been gained by this team prior to PPE. The Norwalk Public Library project mirrors many of the projects with which PPE has experience. In fact, several projects have been completed in the past by PPE for the City of Norwalk.

PPE prides itself in effective, up-front planning with the customer to identify optimal production schedules. We are sensitive to the nature of the customers' business and plan production schedules accordingly. One of our best complements was given from Ron Imbimbo, Facilities Manager, Kaman Aerospace was: *"We have a varying production schedule here at Kaman. PPE was able to work around us to the point that we didn't even realize they were here completing their work."* Thorough planning with the customer allows PPE to complete projects timely, with minimal interference.

Below are a few samples of projects PPE has completed, similar in nature to the Norwalk Public Library project. These projects all encompass lighting and mechanical upgrades, as well as design and implementation of Energy Management Systems. Each project is different in nature and pre planning with the customer is critical to the implementation and production schedule implemented.

Antonino Auto Group –

- Collectively, PPE has completed lighting and EMS projects for 9 facilities. New EMS systems were installed, allowing the customer greater efficiencies in the operation of their facilities. Through thorough diagnostics at the onset of the projects, PPE technicians were able to design and implement effective control strategies for each facility.
- Lighting projects at each facility included upgrades to indoor and outdoor fixtures totaling over 3,000 measures.
- Work schedules were coordinated to accommodate hours of operation as well as traffic patterns in the car lots. Each facility was completed in its' entirety within 1 month of implementation.

Colt Manufacturing –

- Lighting and EMS upgrades were completed initially at this facility. Over 3,500 measures were installed. Work schedules were made to accommodate the production schedules of the facility.
- Upgraded EMS systems were implemented successfully, giving the customer more control over energy consumption. Successful implementation has resulted in numerous additional upgrades to the facility as they continue to expand.

Seymour Schools –

- Complete upgrade of all lighting and EMS systems in three facilities including the High School, Middle School, and one of the Elementary Schools. PPE also identified issues with the Power Factor at the Middle School through metering technology and installed measures to correct the situation for the customer, allowing them to realize additional savings.
- Work was completed primarily during off-hours at the school. Lighting upgrades consisted of over 5,000 measures and were completed at all facilities within a 2-month timeframe.

Section V: Proposed Project Work Plan for Project

The project for Norwalk Public Library will consist of 965 lighting and control measures. In all areas, the lighting will meet or exceed the required lighting levels in the bid packet. The project will consist of the following measures:

- All linear fluorescent fixtures will have the ballasts removed and the lamps replaced with line voltage LED linear lamps saving over 50% energy usage per fixture.
- The incandescent lamps will be replaced with LED lamps to add to the light levels and reduce consumption by over 60%.
- There will be 4 ceiling sensors installed throughout the facility in staff areas where appropriate.
- Outdoor lighting at the facility will be replaced with new LED fixtures reducing the usage by over 75% for each measure.
- An assessment of your mechanical energy management system showed a lack of controls for 2 pumps and 2 large RTU motors. PPE will replace the pumps with Smart Pump technology and add 2 Variable Frequency Drives to the Roof Top Motors reducing the energy consumption of these measures by 50%. In doing this measure, we are creating a comprehensive approach to the project and significantly increasing the incentive levels.

**THE PLANNING COMMITTEE
OF THE COMMON COUNCIL**

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

VII.D

TO: MEMBERS OF THE NORWALK COMMON COUNCIL
FROM: HUNTER ARTON, COMMUNITY DEVELOPMENT ADMINISTRATOR
RE: PY41 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)
DATE: SEPTEMBER 2, 2016

.....

Norwalk's Consolidated Annual Performance and Evaluation Report (CAPER) is a review of the CDBG program for Program Year 41 (July 1, 2015-June 30, 2016). In keeping with the City's *Citizen Participation Plan*, the CAPER was made available for public comment for the 15 days between August 2 and August 17, 2016. On August, 4, 2016 the Redevelopment Agency held a public hearing for the CAPER and the members of the Planning Committee. The Agency received no written comments and no members of the public spoke during the public hearing.

Sources and Uses of Funds

The City made \$1,676,149 in funds available for its PY41 Community Development Block Grant Program. The City expects to deploy 73% of those funds by September 30, 2016 towards activities that further the City's progress towards meeting the five year Consolidated Plan goals. Of the remaining funds, 20% is allocated towards housing acquisition in the Choice Neighborhood, 4% is allocated towards an elderly housing complex under construction, 2% will be reprogrammed into the 2017-2018 grant cycle and 1% is allocated towards a public facility under construction.

Program Beneficiaries

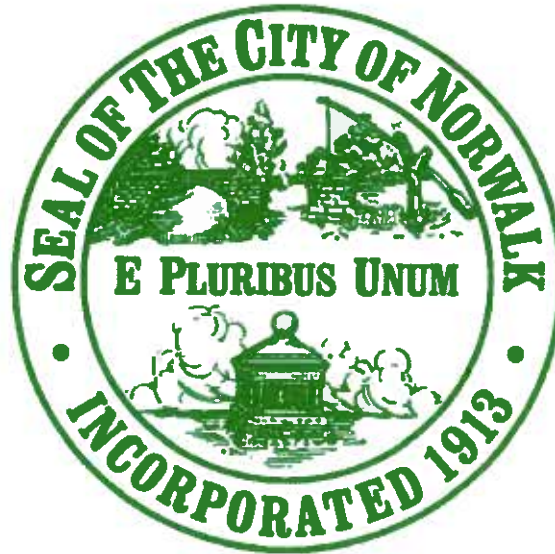
During the PY41 year, 992 people benefited from services provided by the CDBG grants, 6 public facilities were renovated, 12 businesses received technical assistance and the environmental condition of 12 acres of land was assessed. Three funded programs provided a city-wide benefit.

Progress towards achieving ConPlan Objectives and Strategies

In the first year of the 5-year Consolidated Plan period, substantial progress was made towards meeting the five-year objectives of public infrastructure modernization and safety improvements (89%), technical assistance to businesses (60%) and provision of basic social services (34%).

ATTACHMENT: PY41 Draft CAPER
Also available online: <http://www.norwalkct.org/DocumentCenter/View/9687>

ACTION REQUESTED: Authorize the Mayor to sign the Mayoral Certification and approve the advancement of the PY41 CAPER to HUD.



**CONSOLIDATED ANNUAL PERFORMANCE & EVALUATION
REPORT (CAPER)
for
HOUSING & COMMUNITY DEVELOPMENT
Program Year 41**

Prepared by:
Norwalk Redevelopment Agency
125 East Avenue, room 202
Norwalk, CT 06851

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CR-05 - Goals and Outcomes

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

Program Year 41 (PY41), July 1, 2015 - June 30, 2016, marked the initial year of the City of Norwalk's 2015-2019 Consolidated Plan for Housing and Community Development (ConPlan). Consistent with the ConPlan goals, the City utilized CDBG funding to:

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

In the 2015-2016 Annual Action Plan for Housing and Community Development, the City of Norwalk identified the availability of \$1,676,149 in funds for its PY41 Community Development Block Grant Program.

The Annual Action Plan identified 17 initiatives in the City of Norwalk to receive PY41 sub-awards, which were expected to benefit over 1,678 people and 4 businesses with three additional projects providing an area benefit. Of the 17 initiatives, three requested and received an extension to their grant period. Two organizations requested that their funds get reprogrammed into the next grant cycle. The Norwalk Seaport Association was unable to use the entirety of their grant and requested to reprogram \$12,185.55 into the next grant cycle. The Norwalk Housing Authority's Head Start program was eliminated, resulting in the organization requesting that their grant funds (\$15,955) get reprogrammed into the next grant cycle.

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

- Community Cleanups - 150%
- Public Infrastructure Modernization & Safety Improvements - 89%
- Economic Development - 60%
- Employment Training - 40%
- Basic Services - 34%
- Residential Rehabilitation - 25%
- Housing Services - 22%
- Public Facility Rehab - 19%
- Health and Mental Health Services - 13%
- Code Enforcement - 0%

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

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the

grantee's program year goals.

Goal	Category	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Basic services	Non-Homeless Special Needs	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1500	505	33.67%	955	505	52.88%
Code enforcement	Affordable Housing	Housing Code Enforcement/Forfeited Property Care	Household Housing Unit	10	0	0.00%			
Community cleanups	Non-Housing Community Development	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3125	3125	100.00%	3125	3125	100.00%
Community cleanups	Non-Housing Community Development	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	12000	0	0.00%			
Community cleanups	Non-Housing Community Development	Brownfield acres remediated	Acre	8	12	150.00%	2	12	600.00%
Economic development: technical assistance	Non-Housing Community Development	Businesses assisted	Businesses Assisted	20	12	60.00%	4	12	300.00%
Employment training	Non-Housing Community Development	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	40	40.00%	40	40	100.00%

Health & mental health services	Homeless Non-Homeless Special Needs	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	200	25	12.50%	20	25	125.00%
Housing services	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	265	26.50%	185	265	143.24%
Housing services	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	Homelessness Prevention	Persons Assisted	400	47	11.75%	33	47	142.42%
Improve public infrastructure: modern & safe	Non-Housing Community Development	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	15000	13280	88.53%	13280	13280	100.00%
Public facility rehabilitation	Non-Housing Community Development	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50000	9698	19.40%	16104	9698	60.22%
Residential rehabilitation	Affordable Housing	Rental units rehabilitated	Household Housing Unit	400	99	24.75%	99	99	100.00%
Residential rehabilitation	Affordable Housing	Homeowner Housing Rehabilitated	Household Housing Unit	30	4	13.33%	4	4	100.00%

Residential rehabilitation	Affordable Housing	Housing for Homeless added	Household Housing Unit	0	0		0	0	
Residential rehabilitation	Affordable Housing	Housing for People with HIV/AIDS added	Household Housing Unit	0	0		0	0	

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

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

The following high priority Goals, as identified in the 2015-2019 Consolidated Plan for Housing and Community Development received the following percentage of CDBG funds available during PY41 (2015-2016).

- Residential Rehabilitation - 48%
- Public Facility Rehabilitation - 16%
- Economic Development - 6%
- Basic Services - 5%
- Health & Mental Health Services - 3%
- Housing Services - 3%
- Public Infrastructure Modernization & Safety Improvements - 2%
- Community Cleanups - 1%

The high priority Residential Rehabilitation goal received 48% of the CDBG funds available and provided assistance to 103 LMI housing units. Renovations included ADA accessibility improvements, safety and energy improvements for an elderly living facility and repairs to homeowner and rental housing units, which included lead based paint remediation when necessary.

The high priority Public Facility Rehabilitation goal received 16% of funds available, which supported renovations to two community centers and a City park, providing a total area benefit to 9,098 people and renovation of one handicapped center serving 600 people.

The high priority goals of Economic Development (6% of funds), Public Infrastructure, Modernization and Housing Improvements (2% of funds) and Community Cleanups (1% of funds) received a smaller percentage of the total funds available. Each met or exceeded their 1-year goal and either accomplished its 5-year goal or is close to doing so.

The high priority goals of Basic Services (5% of total funds), Health & Mental Health Services (3% of funds) and Housing Services (3% of funds) received a small percentage of the total available CDBG funds; however, each goal is accomplished through programs which are limited in funding by HUD's cap on public services spending. Three of the five programs supporting the Basic Services goal met or exceeded expectations. Two of the five requested their funds get reprogrammed and their struggle to perform significantly affected the results of this goal in achieving its expected number of beneficiaries. The

Health & Mental Health Services goal exceeded expectations for its number of beneficiaries (25 versus 20). Two organizations implemented three projects which exceeded the Housing Services goal of assisting 185 people and 33 households, by serving 265 people and 47 households.

CR-10 - Racial and Ethnic composition of families assisted

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

	CDBG
White	1,031
Black or African American	488
Asian	24
American Indian or American Native	1
Native Hawaiian or Other Pacific Islander	0
Total	1,544
Hispanic	457
Not Hispanic	1,155

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

Narrative

CDBG PY41 projects measuring beneficiaries by the number of people and households assisted, provided assistance to 3,172 families (as directed by HUD, some activities are measured by people assisted and others by households assisted). This does not include the beneficiaries of projects determined to have an "area benefit" to the community, such as the rehabilitation of a community center, park and/or street improvements or projects which were measured by other means (businesses assisted). The above chart represents an accurate total number of families assisted, but does not list the all of the races which were represented in the beneficiary numbers. Of the beneficiaries, 68 families identified as "other multi-racial."

Of the total families assisted, 28% self-declared to be of Hispanic ethnicity. The American Community Survey reported in 2014 that 22% of Norwalk's population was of Hispanic ethnicity.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Resources Made Available	Amount Expended During Program Year
CDBG	\$1,676,149	\$1,079,519

Table 3 – Resources Made Available

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation
Citywide	32.23%	32.23%
South Norwalk	64.37%	67.77%
Wall Street	3.40%	0.00%

Table 4 – Identify the geographic distribution and location of investments

Leveraging

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

The City awarded a portion of its annual CDBG allocation as grants to local organizations through a competitive process and recommended applicants provide matching funds, \$2/\$1 match for public service programs and a \$1/\$1 match for all other programs. Organizations in receipt of these grants received support from an array of public and private sources to provide high quality and innovative programming in service of the community. The Norwalk Redevelopment Agency (Agency) worked strategically so that federal funds attract additional funding and spur private development to meet the needs of the community. The Agency leveraged portions of its Community Development Block Grant (CDBG) award to receive additional federal funds: Section 108 loan guarantees and a HUD Choice Neighborhood Implementation grant.

The requested loan guarantee for the Globe Theater project is approximately \$1.6 million. Other sources of financing for the project come to just under \$7 million and include the developer, State and tax credits. The Globe Theater project will facilitate the restoration of a cultural and commercial anchor in the geographic target area, Wall Street.

HUD awarded a \$30 million Choice Neighborhood Implementation grant to the Norwalk Housing Authority and the Agency in 2014. This transformational project will leverage approximately \$120 million dollars from private, federal and state resources, which consists of approximately \$95 million in housing resources, over \$8 million for Critical Community Investments and about \$16.4 million for the delivery of social services. Funding sources for Critical Community Investments include CDBG, private developers, the City of Norwalk's Capital Budget, the State of Connecticut Departments of Transportation and Housing and the Connecticut Housing Finance Authority. The Choice Neighborhood Initiative project will rebuild the outdated 136-unit Washington Village public housing development into a new 273-unit mixed income development preserving and creating additional affordable housing, preserve multi-family housing in the area, and improve Ryan Park, the South Norwalk Community Center, walkability through the Complete Streets initiative, residential façades and public safety. HUD provides annual funding to the Greater Norwalk Opening Doors (CoC) projects designed to reduce and end homelessness in the community. In FY 2014 approximately \$1.5 million was awarded to CoC projects located within the City of Norwalk. The merger of the Norwalk/Fairfield County CoC, Stamford/Greenwich CoC and the Bridgeport CoC into a regional CoC will result in a greater pool of CoC funds.

Two City-owned vacant properties will be developed into mixed-income housing for the CNI project described above. Ryan Park, a community park adjacent to Washington Village will be redesigned to be more responsive to community needs.

CR-20 - Affordable Housing 91.520(b)

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

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

Table 5- Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	175	265
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	133	103
Number of households supported through Acquisition of Existing Units	4	1
Total	137	369

Table 6 - Number of Households Supported

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

The One-Year Goals set forth in the PY41 Annual Action Plan are (table 6):

- Number of households supported through rental assistance - 185
- Number of households supported through the production of new units - 0
- Number of households supported through rehab of existing units - 133
- Number of households supported through acquisition of existing units - 4

The "number of households supported through rental assistance" is measured by the HUD approved activity of "Subsistence Payments" which includes rental payments among other emergency payments. At HUD's direction, "Subsistence Payments, code 05Q, are measured by the number of people assisted (not households). In PY41 subsistence payments were provided to 265 people, exceeding the goal of 175 people assisted.

It was expected that the number of households supported through the rehabilitation of existing units would be 103 housing units and this was successfully accomplished through the activities of four organizations. Twenty-four elderly housing units were renovated to improve their safety and energy efficiency, 4 LMI homeowner units and 2 LMI rental units were renovated and 49 housing units serving elderly and disabled people benefited from the installation of an ADA compliant elevator. One home within the Choice Neighborhood was acquired and renovation work went to bid in June 2016. Once the renovations are complete, potential homeowners will work with the Housing Development Fund of Stamford, CT, which will counsel, qualify and financially assist the homeowner as an owner-occupant. The affordability of the home will be preserved for 20 years.

Discuss how these outcomes will impact future annual action plans.

The reported outcomes (table 7) are aligned with the targets set forth in the 2015-2019 Consolidated Plan for Housing and Community Development and therefore the outcomes of PY41 are not anticipated to impact future Annual Action Plans.

- Rental Assistance - PY41: 265 people, PY41-45: 500 people (53% of target)
- Production of New Units - PY41: 0 households; PY41-45: 0 households
- Rehab of Existing Units - PY41: 103 housing units (99 rental, 4 owner); PY41-45: 400 rental units and 30 owner units (25% of rental units and 13% of owner units)
- Acquisition of Existing Units - PY41: 1 housing unit; PY41-45: 16 housing units (6% of target)

Acquisition of existing units is the most challenging goal as it requires the most money to implement and puts the Agency (as the organization doing the acquiring) at the greatest financial risk. The Agency anticipated acquiring a small, multi-family home in PY41, but renovations on an existing project took longer than expected, pushing back the ability to purchase an additional home. The Agency is actively seeking appropriate homes for its South Norwalk Renovation program which renovates homes and works with the Housing Development Fund of Stamford, CT. It is expected that 16 housing units will be acquired by the completion of Program Year 45, the end of the Consolidated Plan period.

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

Number of Persons Served	CDBG Actual
Extremely Low-income	320
Low-income	41
Moderate-income	8
Total	369

Table 7 – Number of Persons Served

Narrative Information

Six activities addressed Affordable Housing and served a total of 369 persons/housing units. Of the beneficiaries, 87% are of extremely low-income. The majority of the extremely low-income beneficiaries were beneficiaries of the Subsistence Payment activity, which provided support to 251 extremely low-income people.

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

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

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

In southwestern CT all state operated mental health authorities are represented by collaborative outreach and engagement programs and in addition, daily homeless outreach occurs via 3 PATH funded agencies (Projects for Assistance in Transition from Homelessness), Catholic Charities, Open Door Shelter, and Shelter for the Homeless to ensure services are provided to street homeless and that providers are familiar with the unsheltered. Homeless outreach teams are comprised of individuals with expertise in mental health, substance abuse, housing and vocational services.

Outreach teams visit locations where homeless individuals are known to congregate such as abandoned cars, rail stations, temporary outdoor encampments, food pantries, soup kitchens and homeless drop in centers, to ensure that any newly unsheltered household is identified as soon as possible. Services begin with triage via the VI-SPDAT (Vulnerability Index--Service Prioritization Decision Assistance Tool), and all data on outreach activities and enrollments is documented in HMIS. Case managers record entries and exit destinations to determine effectiveness of outreach efforts, and all households are added and prioritized appropriately on the regional housing registry for housing resource assignment. All are referred to Community Care Teams, which are collaborations of all the agencies that provide services to the homeless, for follow up to ensure safety, track hospital/emergency room visits and prepare them for assignment to permanent housing. Multiple referrals are made for primary health care, job training, and educational services and relevant supports are identified to secure housing. Information collected in 2014 & 2015 Point in Time counts indicate that such outreach coordination supported a reduction in unsheltered homelessness by 55% while no increase occurred in sheltered homeless.

Since 2014, the VI-SPDAT has been used by all projects funded by the Connecticut Department of Housing, as the front door triage instrument for housing assistance in addressing immediate barriers to housing access. To assign resources appropriately and efficiently, the tool enables staff to define the level of housing or services each household needs (e.g., community resources, rapid rehousing, permanent supportive housing), as indicated by the results of the survey's assessment. In addition to assessing individual needs, the VI-SPDAT has also enabled the Fairfield County region to initiate the by name registry, prioritized by the unique vulnerability each household presents. This process ensures that housing is assigned to those who are most in need and who are most likely to perish on the streets without the appropriate housing and service interventions.

Addressing the emergency shelter and transitional housing needs of homeless persons

Since October 2014, all housing placements, including emergency shelter and transitional housing, are assigned via the new front door to housing using the 211 system, operated by the United Way of Connecticut. Each person who connects with the 211 system is assessed by a call specialist, and if the information shared by the caller confirms a housing or homeless crisis, the caller is connected to one of the 8 Connecticut Coordinated Access Networks ("CAN") for an appointment with a local CAN

community navigator. If the call originates from the Norwalk area the caller is connected to the Fairfield County CAN. During the CAN appointment, the navigator discusses the crisis with the individual/family to collect information unique to their situation and to determine if an impending homeless episode can be avoided. CAN staff initially make efforts to divert households from routinely entering an emergency shelter through mediation or reasonable minimum financial support which can be used to absolve debt for utilities, back rent to a landlord, or remittance for other types of debt, allowing the residents to remain in their current housing.

If a homeless episode is unavoidable, the CAN navigator assesses the household using the VI-SPDAT and if a solution for housing is available at the appointment, such is offered. In most cases, the household is placed onto the Fairfield County CAN housing registry to be prioritized for the appropriate level of housing as soon as a solution is available. This registry and a "by name" list populated by those identified as chronically homeless, are used for placement into emergency shelter (Fairfield County CAN manages a shelter wait list), rapid rehousing, permanent supportive housing or transitional housing, if that level of care is available and determined as an appropriate intervention. Access to all temporary and/or permanent housing resources is consolidated by these CoC-wide lists, prioritized by acuity and living situation. (ODFC operates using HUD CPD-14-012: Notice on Prioritizing Persons Experiencing Chronic Homelessness and Other Vulnerable Homeless Persons in Permanent Supportive Housing and Recordkeeping Requirements for Documenting Chronic Homeless Status.) Thus, the CoC's policy on prioritization is based on vulnerability, not first come first served. Households are connected to resources in priority order, and those in need of emergency shelter are added to the prioritized list for shelters. Literally or chronically homeless households are routinely placed on the registry and while they wait for a placement they are offered resources that increase community integration. Referrals are given to each household to connect them with services appropriate to respond to their assessed needs, and to increase opportunities to resolve the issues that led to the current crisis.

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

1. ODFC implemented various prevention and diversion strategies in an effort to reduce first time homelessness. 211 call specialists are prepared to identify resources outside of the shelter system to resolve the crisis and to immediately connect those in crisis with appropriate community resources. Following a non-viable first attempt at diversion, households meet with CAN staff for a second level attempt at diversion, including conflict resolution with extended family or financial support to enable the household to maintain housing. If no alternatives are possible, the household is added to the prioritized waitlist for emergency shelter. If the household ultimately enters emergency shelter, all attempts are made to address the issues that contributed to the housing crisis with a goal to exit the household from the shelter within a reasonable timeframe through solutions offered by permanent housing resources.
2. 211 data indicates that 2/3 of homeless and at risk households originate from doubled up housing situations. In response, the CoC has partnered with the CT Coalition to End Homelessness to raise diversion funds in support of these households.

3. As re-entry from institutions was also identified as a risk factor for homelessness, community response efforts include weekly community care team meetings in each of the sub-regions of the CoC to track high public resource utilizers and coordination with hospitals, the Dept of Children and Families and the Dept of Corrections to develop exit planning for community returns.
4. Households connecting with CAN staff develop plans identifying prevention options via natural resources and supports to encourage community connections, preventing re-entry into homelessness. If the household is receiving rapid rehousing subsidies, sustainability efforts decentralize support from one case manager to better integrate community support. The case manager routinely re-engages with households if destabilization occurs, as follow up tracks exits for stability in housing in HMIS for a period of 9 months. The VI-SPDAT currently identifies the housing placement and research shows that identifying the best intervention for housing and support ensures that those who are determined as eligible have increased housing stability. CT HMIS retention data indicates that retention rates for the past two years are as follows: TH: 95%, Rapid Rehousing: 96%, PSH: 100%.
5. ODFC Economic Security workgroup tracks CoC housing stability outcomes to ensure coordination between resources and projects that address benefits and employment for homeless. The committee participates in a statewide project, "Secure Jobs Initiative" which created a vocational triage team that works through workforce development services to address barriers to employment. Partners in this effort with ODFC include: the Dept of Labor, The Workplace, American Jobs One Stop center and others who represent the region's Workforce Investment system.
6. Stable Families program offers those in the ODFC region support in accessing mainstream resources, entitlements, access to physical and behavioral health services and increased housing stability by connections to SOAR through SSI/SSDI income supports.
7. American Jobs Center, connects at CAN intake with information on: TANF, JFES, and SOAR. American Jobs and Workplace staff can also connect with follow up consultations with the Bureau of Rehab or other benefit specialists and special needs providers for clients in rapid rehousing, transitional housing and emergency shelter or once placed into permanent housing with resources to increase income and housing stability.

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

1. The CoC's common assessment tool, VI-SPDAT, assigns housing resources based on assessed needs to ensure transition into housing options and housing stability once housed. The tool not only considers the unique barriers of each household to indicate the service needs for all, but also sorts for length of homelessness and in consideration of the HUD policies (HUD CPD 14012), the assessment is used in resource prioritization. HMIS supplements other household specific data, ensuring that the housing assignments for all on the registry are appropriate.
2. Housing stability rates have increased via use of VI-SPDAT as resource allocation transitioned from 1st come 1st served and not routinely assigning most intensive, costliest intervention. HMIS retention data from FY13 indicates rates of 92%, 94% & 90% respectively for TH, RRH &

PSH over 2 year span respectively. FY14 data indicates 95%, 96% & 100% retention for the same program type. The VI-SPDAT acts as a tie breaker to fill slots for households with equal scores in PSH or rapid rehousing and informs a household's vulnerability specifics. Regional data is enhanced by 211, enabling the CoC to create system wide dashboards on all elements of homelessness and to efficiently engage providers representing each sub-population of homeless to ultimately close the side doors, ensuring that all who enter the system are appropriately triaged and assigned. Upshots of system change include better familiarity of providers with all homeless households residing in the region, better follow through and follow up on every single case, and improved housing stability for those exiting homelessness.

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

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

Actions taken to address the needs of public housing

During PY41, the Norwalk Housing Authority (NHA) received two grants. One grant was for \$15,955 in order to provide ELLI training for the NHA's Head Start program. Unfortunately, the Head Start program was disbanded and this grant will be reprogrammed. The second grant to the Norwalk Housing Authority was for \$42,936 and permitted extensive ADA upgrades to the elevator at the Leroy Downs senior housing complex. The elevator had not been replaced since it was installed in 1970. With the support of additional funding from the State, the NHA was able to replace the elevator with a fully-ADA compliant vessel.

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

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

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

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

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

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

Actions taken to provide assistance to troubled PHAs

The Norwalk Housing Authority is not designated as troubled.

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

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

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

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

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

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

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

Norwalk Housing Authority (NHA) will address lead based paint (LBP) hazards and increase access to housing without LBP hazards through the replacement of all 136 units of Washington Village apartments. When Washington Village was built in the late 1930s, lead paint was still in use. The Agency is rehabilitating units in the South Norwalk area, many of which were built prior to 1978. When these affordable housing units are finished, they will be free of LBP hazards. All housing developments supported by the Agency, in South Norwalk or elsewhere in the City, will be without LBP hazards.

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

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

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

Mid-Fairfield AIDS Project provided a series of job training workshops to their clients in order to increase self-sufficiency and improve client job-readiness.

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

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

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

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

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

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

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

In January 2015, the Mayor of the City of Norwalk recognized the receipt of the document, "Analysis of Impediments to Fair Housing, An Update to the 2010 Analysis of Impediments." The document is available on the City's website and posted on the Norwalk Redevelopment Agency's website (<http://www.norwalkct.org/index.aspx?nid=1412>) in both English and Spanish.

The Fair Housing Officer is responsible for reporting the collective fair housing accomplishments of the City to the Common Council and the Mayor's Office. This report will be shared with the Norwalk Redevelopment Agency so that it may be submitted to HUD as an attachment to the year-end CDBG report (CAPER).

CR-40 - Monitoring 91.220 and 91.230

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

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

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

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

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

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

The Agency conducts on-site monitoring by request and as needed during the program year. These visits are prioritized, by determining if any organizations are considered high risk. Sub-recipient's files are reviewed for compliance with all regulations governing its administrative, financial, procurement and programmatic operations and that it is achieving its performance objectives. In PY41, three organizations were deemed "high-risk" due to their status as first time recipients. Each organization hosted Agency staff in December 2015 for a meeting during which procedures were reviewed and questions were answered.

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

Recipients of HUD funds in excess of \$200,000 and individual contracts or subcontracts in excess of \$100,000 are subject to Section 3. Any contract in excess of \$100,000 requires a Section 3 plan from the contractor and the Agency monitors that plan to ensure that businesses used and individuals hired are used to the greatest extent possible as delineated in that plan. The Agency furthers this effort by requiring all construction contracts using CDBG monies have at minimum 25% of the contract award go

to Section 3 based businesses, Small Business Enterprises, Minority Based Enterprises and Woman-Owned Enterprises.

Norwalk has also adopted a Conflict of Interest Policy for the Community Development Block Grant Program that is in compliance with the U.S. Code of Federal Regulations Title 24, Part 570.11. The City also understands its obligation to Affirmatively Further Fair Housing. The Norwalk Analysis of Impediments was updated in 2015. The Norwalk Fair Housing Officer is charged with ensuring education about fair housing is conducted and with managing complaints which might be received. In their applications for CDBG funding, all sub-recipients must submit their organization's Language Access Plan which ensures organizations supported by federal funding offer meaningful access to all persons, regardless of their ability to speak English.

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

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

The Consolidated Annual Performance and Evaluation Report (CAPER) was available for public comment for 15 days and the subject of a public hearing. Notifications of these opportunities to comment are both general and targeted. Legal Notices alerting the public of the availability of the CAPER for their review and notifying the public of the associated Public Hearing were run on July 21 and July 28, twice within two weeks of the Public Hearing. The Comment Period ran from August 2, 2016 until August 17, 2016 and the Public Hearing was held on Thursday, August 7, 2016 at a meeting of the Planning Committee of the Norwalk Common Council. No comments were received at the public hearing or during the public comment period.

Additional outreach included email notification to the organizations which applied for funding for program year 41 and others who have expressed interest in the CDBG program, as well as multiple posts on the Agency's Facebook page and a notice on the City's homepage.

The draft CAPER was available for review in hard copy at the South Norwalk Community Center, the South Norwalk Public Library, the Norwalk Housing Authority's main office and the main branch of the Norwalk Public Library, as well as at the Redevelopment Agency. The locations are chosen due to their proximity to the South Norwalk and Wall Street target areas. The draft CAPER was available electronically from the City's website (<http://www.norwalkct.org/index.aspx?nid=1412>).

CR-45 - CDBG 91.520(c)

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

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

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

No

Appendix A

The report from the Fair Housing Officer will be posted online (<http://www.norwalkct.org/index.aspx?nid=1412>) as part of the appendices and included in the final report submitted to the US Department of Housing and Urban Development (HUD).

The Hour

Bid Documents: Documents will be available beginning June 29, 2016. Drawings can be purchased at a cost to you from Burke Reprographics. You may call your order to Burke Reprographics at (203) 592-6714, or email Mr. Brian Burke at Brian@Burkereprographics.com.

To view or download Bid Documents thru the Turner Construction Building Connected FTP site, at no cost to you, please email request to the attention of Mary Ann Bldge (mbldge@tcco.com). NOTE: Access may take 24 hours from receipt of your request.

Request for Information All questions must be emailed on the Bidders Inquiry Form to Ms. Jennifer Sylvia at jsylvia@tcco.com (email) using the BQ (Bidders Question) form included within the bid documents. Questions received verbally will not be answered. No questions will be accepted after Friday July 15 at 4:00 PM.

Bid Security: A bid bond for the sum of ten percent (10%) of the total amount of the bid, payable to the Town of Wilton, utilizing the form included within the Project Manual must accompany the bid as a guarantee that the contract will be entered into if awarded. The bid bond surety must be a corporate surety company licensed to sign surety bonds in the State of CT as listed on the Department of the Treasury's Listing of Certified Companies. All successful bidders will be required to provide 100% Payment and Performance bonds as a condition of the contract.

Turner Construction Company and the Town of Wilton reserve the right to waive the formalities in the bidding and/or reject any unqualified bids. Turner Construction Company and The Town of Wilton are equal opportunity employers. The Town of Wilton requires an affirmative action policy for all of its Contractors and Vendors as a condition of doing business with the Town, as per Federal Executive Order 11246.

LEGAL NOTICE

NOTICE is hereby given that the Inland Wetland Agency will hold a public hearing on **Tuesday, July 26, 2016**, beginning at 7:00 PM in Room 231, 2nd floor, Norwalk City Hall, 125 East Ave., Norwalk, CT. The Agency will hear comments on the following Inland Wetland Permit Application:

APPLICATION: #S16-490

PROPERTY: 300' Grumman Avenue (Grunbury Park), Norwalk, CT Fifth Taxing District, Block 34, Tax Lot 2

APPLICANT: Norwalk Recreation & Parks Department
125 East Avenue
Norwalk, CT 06856

ACTIVITY: Corrective Action removal of vegetation, filling and grading adjacent to wetlands and watercourses

At this meeting interested persons may appear and be heard and written communications may be received regarding this application.

Copies of the application are on file for inspection at the Conservation Office, Norwalk City Hall, Room 215, 125 East Avenue, Norwalk, CT.

O. Seeley Hubbard, Chair

PROBATE NOTICES

NOTICE TO CREDITORS

ESTATE OF
Janet M. Klehn
Deceased (16-0498DR)

The Hon. Anthony J. DePanfilis, Judge of the Court of Probate, District of Norwalk - Wilton Probate Court, by decree dated July 15, 2016, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of rights to recover on such claim.

Stephanie Bergamo,
Deputy Chief Clerk

The fiduciary is:

Carol Klehn Kirkey
c/o Michael S. Lynch, Esq.,
Bai, Pollock, Bluewales &
Vulcanhay P.C., Two Corporate
Drive, Suite 950, Shelton, CT
06484

PROBATE NOTICES

NOTICE TO CREDITORS

ESTATE OF
Ella Mae Ross
(16-0271DG)

The Hon. Anthony J. DePanfilis, Judge of the Court of Probate, District of Norwalk - Wilton Probate Court, by decree dated July 14, 2016, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of rights to recover on such claim.

Olane Ely, Chief Clerk

The fiduciary is:

Alfonso L. Howard, aka Alfonso
Lee Howard, 1 Indiana Place #B,
Norwalk, CT 06854

SITUATIONS WANTED

LEGAL NOTICE PUBLIC COMMENT PERIOD ON CAPER YEAR-END CDBG REPORT TO HUD & PUBLIC HEARING ON CDBG PROGRAM PERFORMANCE

As the administering agent for the City of Norwalk's Community Development Block Grant (CDBG) Program, the Norwalk Redevelopment Agency (Agency) will submit the Consolidated Annual Performance and Evaluation Report (CAPER) to HUD on or by September 30, 2016.

This report details the use of CDBG funds over the course of the FY11 (July 1, 2015 through June 30, 2016) grant period. In accordance with the provisions of 24 CFR 91.105(d), a 15-day public comment period on the draft CAPER begins at 12:00pm on Tuesday, August 2, 2016 and ends at 12:00pm on Wednesday, August 17, 2016. The draft CAPER will be available in hard copy at the Norwalk Redevelopment Agency (City Hall, Room 202, 125 East Avenue), the Norwalk Public Library (1 Belden Avenue), the South Norwalk Branch Library (10 Washington Street), the offices of the South Norwalk Community Center (98 South Main Street) and the Norwalk Housing Authority's administrative offices (24 1/2 Monroe Street). The draft CAPER will also be available online via the Redevelopment Agency's link on the City of Norwalk's website: <http://www.norwalkct.org/index.aspx?nid=1412>.

Public comment must be received by the Agency no later than 12:00pm on Wednesday, August 17, 2016 and may be mailed, delivered or emailed to Tam Strauss, Director of Community Development Planning (tstrauss@norwalkct.org) or Norwalk Redevelopment Agency City Hall, Room 202, 125 East Avenue, Norwalk, CT 06851.

A public hearing to receive comments on the draft CAPER will be held on Thursday, August 4, 2016 at 7:00PM in Room 231 of Norwalk City Hall, 125 East Avenue. This is an accessible room. Oral language assistance for the hearing may be obtained by calling (203) 854-7810 ext 46783 or by visiting the Redevelopment Agency office (City Hall, room 202) at least 48 hours prior to the hearing.

Members of the public are invited to attend and are encouraged to speak. Persons unable to attend may submit written comments for the record no later than 12:00PM on Thursday, August 4, 2016 to Tam Strauss at the above address.

Following the public comment period, Agency staff will amend the draft CAPER to reflect citizen participation at the public hearing and during the public comment period. The revised draft will be submitted to the Planning Committee on September 8, 2016 for advancement to the Common Council for approval on September 13, 2016, before submission to HUD by September 30, 2016.

TAG SALES NORWALK

EQUAL HOUSING OPPORTUNITY

Publisher's Notice



Connecticut's Comprehensive Fair Housing Act makes it unlawful to print or publish any notice, statement or advertisement, with respect to the sale or rental of a dwelling, that indicates any preference, limitation or discrimination based on race, color, creed, national origin, ancestry, sex, marital status, age, lawful source of income, familial status, physical or mental disability or sexual preference. We will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.

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AND MILLION
MORE WHO
ARE HAPPY
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The Hour

Turner Construction Company and the Town of Wilton reserve the right to waive the formalities in the bidding and/or reject any unqualified bids. Turner Construction Company and The Town of Wilton are equal opportunity employers. The Town of Wilton requires an affirmative action policy for all of its Contractors and Vendors as a condition of doing business with the Town, as per Federal Executive Order 11246.

RETURN DATE: AUGUST 9, 2016 : SUPERIOR COURT
CITIBANK, N.A. : J.O. OF STAMFORD/NORWALK
VS : AT STAMFORD
THE HEIRS AND/OR :
BENEFICIARIES OF VICTOR
WINGER, DECEASED, ET AL

STATE OF CONNECTICUT

NOTICE TO: THE HEIRS AND/OR BENEFICIARIES OF VICTOR WINGER DECEASED, IF LIVING OR TO THEIR WIDOWER, HEIRS, BENEFICIARIES REPRESENTATIVES AND CREDITORS

The Plaintiff has named the heirs and/or beneficiaries of Victor Winger, deceased, if living, and their widow(er), heirs, beneficiaries, representatives and creditors, as parties defendant in the complaint which it is bringing to the above named court seeking a foreclosure of its mortgage upon premises known as 59 Glenwood Avenue, Norwalk, Connecticut. This complaint is returnable to court on August 9, 2016 and will be pending therein after that date.

The plaintiff has represented to said court, by means of an affidavit annexed to the said complaint, that despite all reasonable efforts to ascertain such information, it has been unable to determine the identity or residence of the heirs and/or beneficiaries of Victor Winger, deceased.

Now, therefore, it is hereby ordered under C.G.S. § 52-89 that notice of the institution of this action be given to each such defendant by some proper officer causing a true and attested copy of this order be published in The Hour once a week for 2 consecutive weeks, commencing on or before July 21, 2016, and that return of service be made to the Court.

Eileen Condrow

Assistant Clerk, Superior Court

Judicial District of STAMFORD/NORWALK

A TRUE COPY/ATTEST:
JOHN T. FIORILLO, CONNECTICUT STATE MARSHAL



THE CITY OF STAMFORD INVITATION TO BID

The City of Stamford will receive sealed Request for: Proposals/Qualifications and competitive Bids for the following projects at the Stamford Government Center, Purchasing Department, 10th Floor, 888 Washington Boulevard, Stamford, Connecticut 06901. All sealed Bids will be publicly opened and read.

All Proposal and bid documents, drawings and specifications can be viewed/downloaded from our website www.stamfordct.gov. For questions regarding the purchasing or bidding procedures, call or email Beverly Aveni, Purchasing Agent at (203) 977-4107 or baveni@stamfordct.gov

Request for Bid No 9-8543-A (Re-Bid): RELOCATION AND RESTORATION OF HOYT-BARNUM HOUSE.

Bid Opening: August 16, 2016 at 11:00 AM

Bid Deposit: 5%

Mandatory Pre-Bid Walk Through: Wednesday, August 3, 2016 at 10:00 A.M., at the Hoyt-Barnum House, 713 Bedford Street. All specifications and documents can be downloaded from our Site at www.stamfordct.gov.

Contact for Technical Questions: For technical questions contact Jeff Pardo, Construction Manager - Engineering Bureau at Tel: 203-977-5227 or Email: jperdo@stamfordct.gov.

Beverly Aveni
Purchasing Agent

PUBLIC NOTICES

- LEGAL NOTICE - PUBLIC COMMENT PERIOD ON CAPER YEAR-END CDBG REPORT TO HUD & PUBLIC HEARING ON CDBG PROGRAM PERFORMANCE

As the administering agent for the City of Norwalk's Community Development Block Grant (CDBG) Program, the Norwalk Redevelopment Agency (Agency) will submit the Consolidated Annual Performance and Evaluation Report (CAPER) to HUD on or by September 30, 2016.

This report details the use of CDBG funds over the course of the FY41 (July 1, 2015 through June 30, 2016) grant period. In accordance with the provisions of 24 CFR 91.105(d), a 15-day public comment period on the draft CAPER begins at 12:00pm on Tuesday, August 2, 2016 and ends at 12:00pm on Wednesday, August 17, 2016. The draft CAPER will be available in hard copy at the Norwalk Redevelopment Agency (City Hall, Room 202, 125 East Avenue), the Norwalk Public Library (1 Belden Avenue), the South Norwalk Branch Library (10 Washington Street), the offices of the South Norwalk Community Center (98 South Main Street) and the Norwalk Housing Authority's administrative offices (24 1/2 Monroe Street). The draft CAPER will also be available online via the Redevelopment Agency's link on the City of Norwalk's website: <http://www.norwalkct.org/index.aspx?nid=1412>.

Public comment must be received by the Agency no later than 12:00pm on Wednesday, August 17, 2016 and may be mailed, delivered or emailed to Tami Strauss, Director of Community Development Planning (tstrauss@norwalkct.org) or Norwalk Redevelopment Agency City Hall, Room 202, 125 East Avenue, Norwalk, CT 06861).

A public hearing to receive comments on the draft CAPER will be held on Thursday, August 4, 2016 at 7:00PM in Room 231 of Norwalk City Hall, 125 East Avenue. This is an accessible room. Oral language assistance for the hearing may be obtained by calling (203) 954-7810 ext 46783 or by visiting the Redevelopment Agency office (City Hall, room 202) at least 48 hours prior to the hearing.

Members of the public are invited to attend and are encouraged to speak. Persons unable to attend may submit written comments for the record no later than 12:00PM on Thursday, August 4, 2016 to Tami Strauss at the above address.

Following the public comment period, Agency staff will amend the draft CAPER to reflect citizen participation at the public hearing and during the public comment period. The revised draft will be submitted to the Planning Committee on September 6, 2016 for advancement to the Common Council for approval on September 13, 2016, before submission to HUD by September 30, 2016.

VEHICLES FOR SALE

FORD FOCUS '04, Good Condition
\$1500 OBD call 203-981-2226

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U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2015
NORWALK

Date: 26-Aug-2016
Time: 9:24
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PGM Year: 2011
Project: 0006 - Program Year 37 - City Neighborhoods
IDIS Activity: 499 - Public Facilities

Status: Open
Location: 125 East Ave Norwalk, CT 06851-5702

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Public Facilities and Improvement (General) (03)

National Objective: LMA

Initial Funding Date: 10/07/2011

Description:

Technical assistance advancing numerous public facility improvements within the City Neighborhoods target area - low/moderate income census tracts 437, 440, 441

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$200,072.83	\$0.00	\$0.00
		2009	B09MC090013		\$0.00	\$24,472.57
		2010	B10MC090013		\$0.00	\$54,580.00
		2011	B11MC090013		\$0.00	\$13,000.00
		2013	B13MC090013		\$0.00	\$88,936.80
	PI	2014	B14MC090013		\$1,291.12	\$19,083.46
Total	Total			\$42,476.58	\$1,291.12	\$42,476.58
Total	Total			\$242,549.41	\$1,291.12	\$242,549.41

Proposed Accomplishments

Public Facilities : 2
Total Population in Service Area: 10,906
Census Tract Percent Low / Mod: 80.00

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2012	The Agency furthers numerous public infrastructure improvements through the public facilities component of the City Neighborhoods Program. In PY37, the Agency provided technical assistance to a total of 30 such improvements, some of which have been completed, others of which are planned or underway. These improvements included a pedestrian safescaping project at Landmark Square; the extension of Academy Street; improvements to Smith Street; the development of a public plaza related to the Head of the Harbor development; improvements to the intersection of West Avenue, Wall Street and Belden Avenue; improvements to Oyster Shell Park; infrastructure improvements associated with planned developments on Wall Street and West Avenue; pedestrian improvements to the intersection at Washington and Water Street; pedestrian improvements to several access ways around the South Norwalk Railroad Station; public facility improvements at NEON, Carver and ElderHouse; and substantial landscape improvements to the West Avenue corridor. PY37 funding support the personnel/program delivery costs associated with advancing these improvements	



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Years	Accomplishment Narrative	# Benefitting
2014	June 2015, \$7,789.00 for the purchase of two chess tables to be installed on the Police Station Plaza at the intersection of Monroe and Chestnut Streets in South Norwalk, also located in the Choice Neighborhood. Sidewalk improvements eligibility code 03L. January 2016, \$1,291,12 for the completion of the pocket park at the corner of Washington Street & Water Street, also located in the Choice Neighborhood.	



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PGM Year: 2012
Project: 0006 - Project Year 38 - City Neighborhoods
IDIS Activity: 522 - Public Facilities and Improvements

Status: Open
Location: 125 East Ave 125 East Ave Norwalk, CT 06851-5702
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Public Facilities and Improvement
(General) (03)
National Objective: LMA

Initial Funding Date: 09/24/2012

Description:

City Neighborhoods will undertake public facility improvements including but not limited to streetscape improvements that will strengthen pedestrian connections to the South Norwalk Train station, streetscape improvements along West Avenue, Wall Street and Belden Avenue, improvements to Oyster Shell Park, and the creation of a pedestrian plaza at landmark Square on Wall Street.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$130,174.12	\$0.00	\$0.00
		2010	B10MC090013		\$0.00	\$74,153.43
		2011	B11MC090013		\$0.00	\$36,972.07
		2014	B14MC090013		\$15,808.88	\$15,808.88
Total	PI			\$19,825.88	\$2,000.00	\$19,825.88
	Total			\$150,000.00	\$17,808.88	\$146,760.26

Proposed Accomplishments

Public Facilities : 6
Total Population in Service Area: 21,812
Census Tract Percent Low / Mod: 160.00

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2012	City Neighborhoods will undertake public facility improvements including but not limited to streetscape improvements that will strengthen pedestrian connections to the South Norwalk Train station, streetscape improvements along West Avenue, Wall Street and Belden Avenue, improvements to Oyster Shell Park and the creation of a pedestrian plaza at Landmark Square on Wall Street November 2015, \$8,575 for the completion of the pocket park improvements at the corner of Washington st. and Water Street, also in the Choice Neighborhood.	



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CDBG Activity Summary Report (GPR) for Program Year 2015
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PGM Year: 2012
Project: 0003 - Project Year 38 - Housing
IDIS Activity: 528 - PY38 Rehab Program - Program Income

Status: Open
Location: 125 East Ave Norwalk, CT 06851-5702
Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Multi-Unit Residential (14B) National Objective: LMH

Initial Funding Date: 08/26/2013

Description:
NRA Residential Rehabilitation bucket for PY38 Program Income
Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	RL			\$54,751.24	\$8,083.00	\$17,678.51
Total	Total			\$54,751.24	\$8,083.00	\$17,678.51

Proposed Accomplishments

Housing Units : 2

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	1	0	0	0	1	0	0	0
Female-headed Households:	0		0		0			



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Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	1	0	1	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2015	As approved in the PY41 Annual Action Plan, \$256,661 of IDIS #528 was reprogrammed in order to fund IDIS activities: #598 and #599 for the acquisition and rehabilitation of small multi-unit homes in the urban core. Following renovation, these homes will be sold to an LMI homeowner, owner-occupant who will rent the supplementary unit(s) to an LMI tenant(s).	
2016	March 22, 2016 - \$8750 emergency loan made to LMI household at 15 Novak Street for replacement of furnace. August 2016 - \$6,250 was used for lead abatement work done at 74 Tollsme.	



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PGM Year: 2013
Project: 0006 - Project Year 39 - City Neighborhoods
IDIS Activity: 550 - Public Facilities and Improvements

Status: Open
Location: 125 East Ave Norwalk, CT 06851-5702

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrx Code: Public Facilities and Improvement
(General) (03)

National Objective: LMA

Initial Funding Date: 10/28/2013

Description:

City Neighborhoods Public Facilities and Improvements
Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$134,974.00	\$0.00	\$0.00
		2011	B11MC090013		\$0.00	\$33,771.64
		2012	B12MC090013		\$0.00	\$95,544.76
		2014	B14MC090013		\$584.88	\$3,963.99
Total	Total			\$134,974.00	\$584.88	\$133,280.39

Proposed Accomplishments

Public Facilities : 5
Total Population in Service Area: 10,906
Census Tract Percent Low / Mod: 80.00

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2015	Public Facilities funds have been used to cover the expenses related to a variety of public facility projects, including, but not limited to: ADA accessibility projects throughout the Urban Core, streetscaping, renovation of neglected public space, lighting projects and improvements to the West Avenue corridor.	



U.S. Department of Housing and Urban Development
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CDBG Activity Summary Report (GPR) for Program Year 2015
NORWALK

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PGM Year: 2014
Project: 0002 - Project Year 40 - Public Facilities
IDIS Activity: 564 - Carver Center - HVAC System
Status: Completed 3/2/2016 12:00:00 AM
Location: 7 Academy St Norwalk, CT 06850-4016
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Neighborhood Facilities (03E)
National Objective: LMA

Initial Funding Date: 09/05/2014

Description:

The Carver Center will replace the HVAC and duct system and relocate second floor registers. Carver received a commitment from a donor to upgrade the 12- station computer lab to a state of the art technology center with 32 stations, plus the renovation of two storage rooms to a teen activity center. This project has been halted due to major code violation that exists with the current duct system and our outdated HVAC system, which requires frequent repairs to function nominally. These renovations will make our center more energy efficient. Carver Center programming includes free after-school programming, an affordable summer camp, GED and ESL classes, recreation programs and community events.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$85,771.25	\$0.00	\$0.00
		2013	B13MC090013		\$0.00	\$3,060.00
		2014	B14MC090013		\$12,208.28	\$82,711.25
Total	PI			\$6,728.75	\$0.00	\$8,728.75
	Total			\$92,500.00	\$12,208.28	\$92,500.00

Proposed Accomplishments

Public Facilities : 11,522
Total Population in Service Area: 10,670
Census Tract Percent Low / Mod: 76.30

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
-------	--------------------------	---------------

2014	The Carver Foundation's \$92,500 grant was intended to permit the replacement of an outdated HVAC and duct system at its Community Center, which would allow for conversion of two storage areas into a teen center and an upgrade to the 12-station computer lab. Unfortunately, the original estimate for the replacement of the HVAC system was inadvertently underestimated and after re-bidding the project, it was determined that it would be impossible to complete the entire replacement with the original funding. The Carver Foundation requested and was granted a contract amendment, extending the grant term to September 30, 2015, so construction would not compromise summer programming and revising the scope of work to include only the second floor, which will allow for the upgrade to the computer lab. The Carver Foundation's Community Center provides an area benefit to 11,522 people.	
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U.S. Department of Housing and Urban Development
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CDBG Activity Summary Report (GPR) for Program Year 2015
NORWALK

Date: 26-Aug-2016
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PGM Year: 2015
Project: 0014 - Project Year 41 - Housing
IDIS Activity: 577 - Broad River Homes - Window Replacement

Status: Open
Location: 108 New Canaan Ave Norwalk, CT 06850-2630

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Multi-Unit Residential (14B)

National Objective: LMH

Initial Funding Date: 11/05/2015

Description:

BROAD RIVER HOMES (BRH) - Since 1983 BRH has provided 48 affordable apartments to a diverse community of seniors. Currently BRH has 50 residents. The organization provides meals 365 days a year. Students and tenants assist its chef. BRH have a live-in Super and a Services Coordinator. BRH occupies the former Broad River School. This project will update the windows in BRH's aging building. The age of the building adds to the challenge of maintenance and improvement. The structure has 218 windows - a big challenge. Many are in need of repair or replacement. Repair has proven costly and ineffective. Fuel costs will be significantly reduced with energy-saving windows. This project plans for the replacement of 100 windows.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$67,500.00	\$0.00	\$0.00
		2014	B14MCO90013		\$219.50	\$219.50
Total	Total			\$67,500.00	\$219.50	\$219.50

Proposed Accomplishments

Housing Units : 48

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	39	3	39	3	0	0
Black/African American:	0	0	7	2	7	2	0	0
Asian:	0	0	2	0	2	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0



Appendix C

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	41	41	0
Low Mod	0	7	7	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	48	48	0
Percent Low/Mod		100.0%	100.0%	

[illegible]

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PGM Year: 2015
Project: 0016 - Project Year 41 - Public Services
IDIS Activity: 578 - ChoZen Few Entertainment - LIFT Program, Distracted Driving

Status: Completed 8/15/2016 10:17:51 AM
Location: 1 Belden Ave Norwalk, CT 06850-3303
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Youth Services (05D)
National Objective: LMC

Initial Funding Date: 11/05/2015

Description:

SONO ENTERTAINMENT & RECORDING STUDIOS - This project will engage 15 youth through the L.I.F.T. Program to produce a documentary and Public Service Announcement (PSA) on the dangers of distracted driving. Through hands-on training, L.I.F.T. will expose students to science, technology and math principles as they relate to sound and video production as well as to relevant software packages. The program will directly engage 15 youth, and affect countless others through the powerful message developed on the seriousness of distracted driving.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$15,000.00	\$0.00	\$0.00
		2014	B14MC090013		\$15,000.00	\$15,000.00
Total	Total			\$15,000.00	\$15,000.00	\$15,000.00

Proposed Accomplishments

People (General) : 20

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	1	1
Black/African American:	0	0	0	0	0	0	14	3
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0



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Hispanic:	0	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	15	4
Female-headed Households:	0		0						

Income Category:	Owner	Renter	Total	Person	
Extremely Low	0	0	0	7	
Low Mod	0	0	0	7	
Moderate	0	0	0	1	
Non Low Moderate	0	0	0	0	
Total	0	0	0	15	
Percent Low/Mod				100.0%	

Annual Accomplishments	Years	Accomplishment Narrative	# Benefitting
	2015	L.I.F.T - Dangers of Distracted driving - benefited 15 students. All students participated and produced 3 Public Service Announcements commercials on the Dangers of Distracted Driving. Students learned how to write, produced music and video, synchronize, time codes, act, and edit a TV/PSA Commercial using professional state of the art equipment and software.	



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PGM Year: 2015

Project: 0016 - Project Year 41 - Public Services

IDIS Activity: 579 - Liberation Programs - Supportive Housing Case Management

Status: Open

Location: 129 Glover Ave Norwalk, CT 06850-1345

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Housing Counseling (05U)

National Objective: LMC

Initial Funding Date: 11/05/2015

Description:

LIBERATION PROGRAMS - This project will support case management services at Gini's House, an 18-unit permanent supportive housing complex for families operated by Liberation Programs.

Services are focused on helping tenants maintain their housing by providing links to resources that include job readiness and employment, financial and computer literacy, health and wellness, parenting and family planning as well as other identified needs.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$15,000.00	\$0.00	\$0.00
		2014	B14MCO90013		\$15,000.00	\$15,000.00
Total	Total			\$15,000.00	\$15,000.00	\$15,000.00

Proposed Accomplishments

Households (General) : 36

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	20	10	0	0	20	10	0	0
Black/African American:	16	16	0	0	16	16	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



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Total:	36	26	0	0	26	0	0
Female-headed Households:	0	0	0	0	0	0	0
Income Category:	Owner	Renter	Total	Person			
Extremely Low	36	0	36	0			
Low Mod	0	0	0	0			
Moderate	0	0	0	0			
Non Low Moderate	0	0	0	0			
Total	36	0	36	0			
Percent Low/Mod	100.0%		100.0%				

Annual Accomplishments		# Benefitting	
Years	Accomplishment Narrative		
2015	The case manager provided consistent and ongoing supportive case management services to the women and children of Gini's House. The full-time case manager implemented and consistently ran monthly tenant council meetings, job readiness groups, and health and wellness groups. He successfully increased the life skills support, financial literacy and employment readiness for the women. He had volunteers from local financial institutions to work with the tenants 1:1 and in groups on developing and refining basic money skills. He further increased children's after-school activities and programming: arts and crafts, ice cream socials, etc.		



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PGM Year: 2015
Project: 0016 - Project Year 41 - Public Services
IDIS Activity: 580 - Mid-Fairfield AIDS Project - Jump Start Self-Sufficiency Program
Status: Open
Location: 618 West Ave Norwalk, CT 06850-4008
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Employment Training (05H)
National Objective: LMC

Initial Funding Date: 11/05/2015
Description: MID-FAIRFIELD AIDS PROJECT (MFAP) - MFAP will purchase the Jump Start program, a workplace readiness training curriculum, instruct one 13 week session and place and follow participants.
This program is a proven 13-week workplace readiness program that promotes self-sufficiency and provides participants skills.
Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$15,000.00	\$0.00	\$0.00
		2014	B14MCO90013		\$15,000.00	\$15,000.00
Total	Total			\$15,000.00	\$15,000.00	\$15,000.00

Proposed Accomplishments

People (General) : 80

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	50	10
Black/African American:	0	0	0	0	0	0	28	0
Asian:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	80	10



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Female-headed Households:

0 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	62
Low Mod	0	0	0	18
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	80
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2015	Mid-Fairfield AIDs Project served 40 clients during this grant period. 30% of the clients increased or remained stable in their earned income. Zero earned less. 20% used the lifekills course for betterment: volunteer, other school, entered sobriety and made life changes.	



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PGM Year: 2015
Project: 0016 - Project Year 41 - Public Services
IDIS Activity: 581 - Norwalk Housing Authority - Head Start ELLI Initiative
Status: Canceled 7/15/2016 11:46:24 AM
Location: 24 1/2 Monroe St Norwalk, CT 06854-2926
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Child Care Services (05L)
National Objective: LMC

Initial Funding Date: 11/05/2015
Description:
NORWALK HOUSING AUTHORITY (NHA) - The NHA's oversight of the Head Start/School Readiness program (SR) is a crucial component to its educational initiative. It also aligns with Connecticut's important SR initiatives.
This project will fund professional development in the Early Language and Literacy Initiative (ELLI) model for teaching staff in the program. It provides critical ELLI model skills to best serve the students and parents.
Every child gets prepared for school; parents and teachers have access to valuable resources, and the Norwalk public schools and community benefit with better-prepared students.
This will fund PHASE ONE of a three-year project.
This project will consist of planning and continued professional development opportunities for early education staff.
Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

People (General) : 240

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0



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Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0
Female-headed Households:	0							0

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments			# Benefiting
Years	Accomplishment Narrative		
2015	The NHA's Head Start Program grant was canceled due to a discontinuation of the program.		



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PGM Year: 2015

Project: 0016 - Project Year 41 - Public Services

IDIS Activity: 582 - Norwalk Seaport Association - Sheffield Island Education Program

Status: Open

Location: 132 Water St Norwalk, CT 06854-3139

Objective:

Outcome:

Matrix Code:

Create suitable living environments

Availability/accessibility

Youth Services (05D)

National Objective: LMC

Initial Funding Date: 11/05/2015

Description:

NORWALK SEAPORT ASSOCIATION - The Norwalk Seaport Association offers a cultural, environmental and historical journey to Sheffield Island.

The island and the lighthouse provide a unique historical and educational venue which strives to increase awareness, appreciation and consideration for our environment and shows how this contributes to our quality of life.

For the past twenty years the Association has brought kids out to the island.

It has now grown to over 500 children each year.

The Association has worked closely with Carver, Neon, Maritime Center and several elementary schools.

This project will grow the education program and it will continue to be offered to low and moderate income children.

This project will include recruiting eligible participants, scheduling trips, planning age appropriate education programming and hiring additional staff as needed.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$3,043.05	\$0.00	\$0.00
		2014	B14MCO90013		\$3,043.05	\$3,043.05
	PI			\$228.40	\$228.40	\$228.40
Total	Total			\$3,271.45	\$3,271.45	\$3,271.45

Proposed Accomplishments

People (General) : 250

Actual Accomplishments

Number assisted:

White:

Black/African American:

Asian:

American Indian/Alaskan Native:

Native Hawaiian/Other Pacific Islander:

American Indian/Alaskan Native & White:

Asian White:

Black/African American & White:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	6	5
Black/African American:	0	0	0	0	0	0	13	0
Asian:	0	0	0	0	0	0	1	1
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0



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American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	1	0
Other multi-racial:	0	0	0	0	0	0	10	10
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	31	16
Female-headed Households:	0							

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	29
Low Mod	0	0	0	2
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	31
Percent Low/Mod				100.0%

Annual Accomplishments	Years	Accomplishment Narrative	# Benefitting
2015		The Norwalk Seaport Association served 31 people and those that went had a memorable and exciting educational experience. The trip began with a narrated tour of the Norwalk harbor, coastline, lighthouses and islands. In addition, the tour included historical references to the relationship of the maritime activity and the founding and growth of the City of Norwalk Connecticut. An extensive discussion on the oyster industry along with the economic impact on the City of Norwalk, the trip included attention to and detailed explanation of the affects of our activity on the bird and fish population. Considerable time was spent specifically on the near extinction of the Osprey population and what was done to revive the numbers of osprey in our area and around the United States. The highlight was the tour of Sheffield Island lighthouse from the construction through its final days as an active lighthouse.	



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PGM Year: 2015
Project: 0016 - Project Year 41 - Public Services
IDIS Activity: 583 - Norwalk Senior Center - Elder Abuse Prevention Initiative

Status: Open
Location: 11 Allen Rd Norwalk, CT 06851-2319
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Senior Services (05A)
National Objective: LMC

Initial Funding Date: 11/05/2015

Description:

NORWALK SENIOR CENTER - In 2014, the Norwalk Police department arrested five individuals for assault on victims 60 years+ where there was a domestic relationship between aggressor and victim.
According to Lt. Paul Resnick, the seniors who were beaten were frequently parents.
This project is a community-wide training for all caretakers (as well as those sharing space with the elderly) designed to provide education and resources to help prevent domestic violence.
The trainings will be hosted at the Norwalk Senior Center and in the Norwalk Housing Authority's Senior Housing sites and Washington Village, four times per year.
Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$20,000.00	\$0.00	\$0.00
		2014	B14MCO90013		\$20,000.00	\$20,000.00
Total	Total			\$20,000.00	\$20,000.00	\$20,000.00

Proposed Accomplishments

People (General) : 800

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	578	294
Black/African American:	0	0	0	0	0	0	210	0
Asian:	0	0	0	0	0	0	22	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	4	0



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Asian/Pacific Islander:	0	0	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	814	294	294
Female-headed Households:	0	0	0	0	0	0	0	0	0	0

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	582
Low Mod	0	0	0	232
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	814
Percent Low/Mod				100.0%

Annual Accomplishments	Years	Accomplishment Narrative	# Benefiting
------------------------	-------	--------------------------	--------------

2015	The Norwalk Senior Center alongside Senior Umbrella provided outreach in the community to senior groups and caregivers regarding elder abuse. The groups consisted of 15-30 persons at a time and were held at the Senior Center or where the group lived, or met. Individuals were met with in their homes and during schedule office appointments. Each group or individual was given current facts on the occurrence of Elder Abuse, taught about different types of Elder Abuse, and how to report Elder Abuse.	
	We were able to reach all Senior Housing Sites in Norwalk as well as church groups and caregiver support groups and our Board of Directors as well. We held a A&A Brunch with the Norwalk Police Department A&A at the end of the grant year for seniors, professionals, and their families to attend. They were able to meet directly with case management, the police, and staff at the center and senior services. This program was also done in Spanish at our South Site location. The total beneficiaries reached was 407.	
	Over the course of the year, we were able to collaborate with and establish a wonderful relationship with the Norwalk Police Department. The Center for Elder Abuse Prevention, and other agencies involved. Cassena Care in Norwalk, Skilled Nursing Facility and Rehab attended and sponsored lunch at 3 of our events. We had great community collaboration through out the grant year.	



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PGM Year: 2015
Project: 0016 - Project Year 41 - Public Services
IDIS Activity: 584 - P2P - Emergency Assistance - Subsistence Payments

Status: Open
Location: 1864 Post Rd Danien, CT 06820-5802
Objective: Create suitable living environments
Outcome: Affordability
Matrix Code: Subsistence Payment (05Q) National Objective: LMC

Initial Funding Date: 11/05/2015

Description:

PERSON-TO-PERSON (P2P) - The Emergency Financial Assistance project is designed to assist low-income residents of Norwalk move toward self-sufficiency by providing rental assistance to households in a situational crisis so they may avoid homelessness. P2P also provides assistance with utilities for families who are struggling. Before providing assistance, P2P caseworkers meet with clients and conduct comprehensive assessments, as well as provide budget counseling. In 2014, P2P provided an average of \$406 to 146 Norwalk households to assist with rent or security deposit payments, which were paid directly to the landlord.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$31,343.68	\$0.00	\$0.00
		2014	B14MC090013		\$25,164.71	\$25,164.71
Total	Total			\$31,343.68	\$25,164.71	\$25,164.71

Proposed Accomplishments

People (General) : 370

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	174	102
Black/African American:	0	0	0	0	0	0	260	2
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	96	92
Asian/Pacific Islander:	0	0	0	0	0	0	0	0



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Hispanic:	0	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	530	196
Female-headed Households:	0								

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	502
Low Mod	0	0	0	26
Moderate	0	0	0	2
Non Low Moderate	0	0	0	0
Total	0	0	0	530
Percent Low/Mod				100.0%

Annual Accomplishments		# Benefiting	
Years	Accomplishment Narrative		
2015	Person to Person provided 166 people with subsistence payments to help prevent homelessness and improve their quality of life. Subsistence payments were one-time payments in emergency situations to cover costs such as electricity, oil, gas and water bills as well as emergency rental assistance.		



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PGM Year: 2015
Project: 0016 - Project Year 41 - Public Services
IDIS Activity: 585 - Saturday Academy - Computer Science Project
Status: Open
Location: 38 Calf Pasture Beach Rd Norwalk, CT 06855-2710
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Youth Services (05D)
National Objective: LMC

Initial Funding Date: 11/05/2015

Description:

SATURDAY ACADEMY INC -The Computer Science Project is for middle schoolers Grades 6-8.

The goal of the Computer Science Project is to show youth that they can use technology for social impact and to make a difference in their communities. The project will show them that technology is a fantastic way to accomplish this.

They will build something using computer science and technology that can help solve an imminent social problem under one of three themes - global health, a safer world, and intelligent technology.

They will have the opportunity to build real world software.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$10,000.00	\$0.00	\$0.00
		2014	B14MC090013		\$10,000.00	\$10,000.00
Total	Total			\$10,000.00	\$10,000.00	\$10,000.00

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	68	38
Black/African American:	0	0	0	0	0	0	28	2
Asian:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	6	6
Asian/Pacific Islander:	0	0	0	0	0	0	0	0



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Hispanic:	0	0	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0	104	46
Female-headed Households:	0		0		0		0			
Income Category:	Owner	Renter	Total	Person						
Extremely Low	0	0	0	54						
Low Mod	0	0	0	26						
Moderate	0	0	0	12						
Non Low Moderate	0	0	0	12						
Total	0	0	0	104						
Percent Low/Mod				88.5%						

Annual Accomplishments	Years	Accomplishment Narrative	# Benefiting
2015		Saturday Academy's participants were 89% LMI. All students were thoroughly engaged in creating devices that will better society. After selecting a project, the participants wrote a rationale as to why they would like to create a certain piece of technology and how it would best help society. One group decided to build a drone like contraption that would blend in as a bird or butterfly to spy on persons of interests. Another group built an app that would help young students make healthy choices to avoid and curb the rising obesity rates. Another decided to create an app that would help ESL students, in particular Spanish speaking students with translation and school work. This way it would better their transition to the mainstream classroom and American culture. The last item that was designed is sort of a robotic object that would help individuals with Sickle Cell Anemia. This robotic contraption would be small enough to fit in the human blood stream and help break up clumps that were caused by the sickle shape blood cells. This would alleviate blood thinners and more drugs for individuals who suffer from SCA. Some of the students took part in an all day hackathon at Connecticut State University. They were tasked with making a project that focused on getting more women involved in computer science. They choose to prototype a website featuring a collection of many different programs to help people learn programming. They used HTML and CCS in the Mozilla development environment to prototype their website. They worked with students from the computer science club. They participated in a red chair photo event to raise awareness about women's contributions in technology and computing.	



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PGM Year: 2015
Project: 0018 - Project Year 4 t - Public Facilities
IDIS Activity: 586 - Carver Foundation - Facilities Improvements: Fire Doors, Gym padding and classroom divider

Status: Open
Location: 129 Glover Ave Norwalk, CT 06850-1345
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Neighborhood Facilities (03E)
National Objective: LMA

Initial Funding Date: 11/05/2015

Description:

THE CARVER FOUNDATION: This project will replace all interior fire doors that are broken, damaged and inoperable. Replace permanent gymnasium wall padding to ensure students will be safe while using the gymnasium. Replace current room divider to allow the space to be converted to two classrooms (meeting the Department of Public Health guidelines) and also available to the Norwalk Community for small gatherings. These renovations will make the center safe and efficient. Carver Center programming includes free after-school programming, an affordable summer camp, GED and ESL classes, recreation programs and community events. This project will benefit approximately 2,140 low/moderate income people, about 93% of whom will be low/moderate income.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC090013	\$8,042.95	\$8,042.95	\$8,042.95
	RL			\$29,457.04	\$29,457.04	\$29,457.04
	Total			\$37,499.99	\$37,499.99	\$37,499.99

Proposed Accomplishments

Public Facilities : 2,140
Total Population in Service Area: 2,020
Census Tract Percent Low / Mod: 93.8 t

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2015	The PY-41 project that was just completed allowed for the Carver Foundation to replace the fire doors throughout the building. The old doors were not opening and closing properly and the Center was issued a violation by the Fire Inspector because it was a fire hazard. According to Fire Marshall too much pressure was required by the old doors to open which could result in a young person being trapped in the building during a fire because they can't open the door. Funds were also used to replace some missing padding on the wall in the gym. This was a safety issue because young people could have potentially ran into the brick wall in the gym when they are playing. The Carver Foundation also replaced a damaged room divider in one of the classrooms upstairs to meet the current code requirements.	



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PGM Year: 2015
Project: 0018 - Project Year 41 - Public Facilities
IDIS Activity: 587 - SNCC - Renaissance Project
Status: Open
Location: 98 S Main St Norwalk, CT 06854-3126
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Neighborhood Facilities (03E)
National Objective: LMA

Initial Funding Date: 11/05/2015

Description:

SOUTH NORWALK COMMUNITY CENTER (SoNoCC) - The SoNoCC Renaissance Project is a phased facilities improvement of 98 S. Main Street.

The final phase is an industrial kitchen, additional classroom, multipurpose room, reception and waiting area.
There is need for a receptionist/waiting area.

The kitchen is necessary to add nutrition and creative teaching to the programs.

About 3,125 people will benefit from this project and approximately 78% of those people will be low/moderate income.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	RL			\$80,000.00	\$63,225.78	\$63,225.78
Total	Total			\$80,000.00	\$63,225.78	\$63,225.78

Proposed Accomplishments

Public Facilities : 6,250

Total Population in Service Area: 5,970

Census Tract Percent Low / Mod: 155.44

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2015	This project entailed building a classroom and a reception area for the South Norwalk Community Center. The classroom was successfully built; the floor tiles, ceiling tiles, and electrical outlets were installed and secured. The overall electrical system as well as the sprinkler system was installed in both the classroom and the reception area. Both areas were nicely painted and arranged for use. The glass windows in the reception were installed and secured as well as the glass window leading out to the hallway of the first floor.	



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PGM Year: 2015
Project: 0018 - Project Year 41 - Public Facilities
IDIS Activity: 588 - STAR - Paving and Drainage Mitigation

Status: Open
Location: 182 Wolfpit Ave Norwalk, CT 06851-3436

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Handicapped Centers (03B)

National Objective: LMC

Initial Funding Date: 11/05/2015

Description:

STAR INC - Drainage Mitigation, site preparation, asphalt resurfacing 56,075sq ft parking lot, drive, handicapped ramps, walkways for STAR, Inc. Center serving 600 local individuals annually who have intellectual and developmental disabilities (IDD) and their families.

Project is necessary for ADA and to ensure the safety of the people served, many with severe physical handicaps and mobility challenges.

The aged infrastructure, coupled with significant damage resulting from more recent storms and severe winters require thorough corrective actions that are beyond the band aid annual patch jobs to ensure the safe transport of our clients for their daily programs and evacuation drills or emergencies.

About 600 people will benefit from this project, 100% of whom will be low/moderate income.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	RL			\$99,155.00	\$0.00	\$0.00
Total	Total			\$99,155.00	\$0.00	\$0.00

Proposed Accomplishments

Public Facilities : 600

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	470	53
Black/African American:	0	0	0	0	0	0	123	60
Asian:	0	0	0	0	0	0	7	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0



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Hispanic:	0	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	600	113

Female-headed Households:

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	600
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	600
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2015	STAR, Inc. Center serves local individuals who have intellectual and developmental disabilities (I/DD) and their families. The PY41 CDBG project provided critical repairs and improvements to the Center's parking lot drainage and surface making it more ADA accessible, particularly in the winter months to participants, many of whom have severe handicaps and mobility challenges. The aged infrastructure, coupled with significant damage resulting from severe winters required thorough corrective actions to ensure the safe transport of clients for their daily programs and evacuation drills for emergencies. The project included site evaluation, measurement, and design of appropriate and zoning-approved drainage mitigation system of catch basins and drainage pipes to link to street-side system.	



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PGM Year: 2015
Project: 0016 - Project Year 41 - Public Services
IDIS Activity: 589 - Child Guidance Center - Dialectic Behavioral Therapy

Status: Open
Location: 100 East Ave Norwalk, CT 06851-5010

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Mental Health Services (05O)

National Objective: LMC

Initial Funding Date: 11/05/2015

Description:

CHILD GUIDANCE CENTER OF MID-FAIRFIELD - This project will provide Norwalk with a Dialectical Behavior Therapy (DBT) program for adolescents with serious self-harming symptoms (cutting, suicidal thoughts). They need an intensive Outpatient level of intervention/availability (247 crisis intervention & access to after-hours). DBT emphasizes the interplay between social environments and the psychological health, or how a person interacts with others in different environments and relationships. Some people are prone to react in a more intense and out-of-the-ordinary manner toward certain emotional situations. Approximately 36 people will benefit from this project; about 97% of the beneficiaries will be low/moderate income.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$38,780.38	\$0.00	\$0.00
		2014	B14MC090013		\$38,780.38	\$38,780.38
		2015	B15MC090013	\$7,219.62	\$7,219.62	\$7,219.62
Total	Total			\$46,000.00	\$46,000.00	\$46,000.00

Proposed Accomplishments

People (General) : 20

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	20	8
Black/African American:	0	0	0	0	0	0	5	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0



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Asian/Pacific Islander:	0	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	25	8
Female-headed Households:	0								

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	11
Low Mod	0	0	0	3
Moderate	0	0	0	9
Non Low Moderate	0	0	0	2
Total	0	0	0	25
Percent Low/Mod				92.0%

Annual Accomplishments	Years	Accomplishment Narrative	# Benefitting
2015		The Child Guidance Center provided Dialectical Behavioral Therapy (DBT) to 25 beneficiaries from 7/15 - 6/16. DBT was offered to adolescents (13 - 18) who presented with high risk behaviors and/or had a history of past suicide attempts, self-injurious behaviors, and/or previous behavioral health hospitalizations. Adolescents attended weekly individual sessions with their clinician, and parents/caregivers and adolescents attended multi-family DBT skills training group for a total of 16 weeks (2 hours per week). In addition to the individual and group components, if needed, adolescents were encouraged to use the DBT on-call phone to access skills when emotionally dysregulated. Phone coaching was available 24 hours a day/7 days a week. Another component of the DBT program was medication management, which was offered by the Center's APRN, who also received extensive DBT training.	



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PGM Year: 2015
Project: 0014 - Project Year 41 - Housing
IDIS Activity: 590 - Norwalk Housing Authority - Leroy Downs Apts

Status: Open
Location: 24 1/2 Monroe St Norwalk, CT 06854-2926

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Public Housing Modernization (14C)

National Objective: LMH

Initial Funding Date: 11/05/2015

Description:

NORWALK HOUSING AUTHORITY (NHA) - The NHA will upgrade and improve the Leroy Downs senior housing resident's only elevator. Upgrade is necessary to comply with current ADA laws and regulations; the elevator cab presently does not meet compliance standards. Leroy Downs is a four-story building with 49 residential apartments for LMI seniors. The NHA has matching funds for this work as it is part of a larger capital improvement project scheduled for implementation at Leroy Downs. The NHA earmarked a total of \$270,000.00 for rehabilitation at Leroy Downs. This project will benefit approximately 49 households. It is estimated that all the beneficiaries will be low/moderate income.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MCM090013	\$42,936.00	\$42,936.00	\$42,936.00
Total	Total			\$42,936.00	\$42,936.00	\$42,936.00

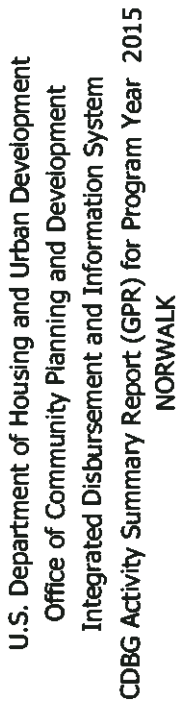
Proposed Accomplishments

Housing Units : 98

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	58	38	58	38	0	0
Black/African American:	0	0	38	0	38	0	0	0
Asian:	0	0	2	0	2	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	2	0	2	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0



Appendix C

LEREY DOWN APARTMENTS ELEVATOR CAB UPGRADE: The NHA used CDBG funds for refurbishing and ADA modifications to the original elevator, located in the senior housing complex, Leroy Downs Apartments. Located at 26 Monroe Street, in South Norwalk, CT. The elevator has been servicing residents and the building since 1970. Leroy Downs has 49 residential units, on four levels, for senior age residents, 12 of whom are disabled. Factors such as age and obsolescence, along with enacted laws, made the elevator modifications absolutely necessary for safety and accessibility. The original elevator had an ADA non-compliant control panel and with it outdated control buttons and lack of braille for sight-challenged persons. The lighting was inferior as well as wall and railing finishes. The cab was aged and non-compliant with current laws. Now it is safe, well-lit, and compliant with all ADA regulations.

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PGM Year: 2015
Project: 0014 - Project Year 41 - Housing
IDIS Activity: 591 - Open Door Shelter - Heating System for Supportive/Affordable Housing

Status: Open
Location: 4 Merritt St Norwalk, CT 06854-3605
Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Multi-Unit Residential (14B) National Objective: LMH

Initial Funding Date: 11/05/2015

Description:

OPEN DOOR SHELTER - This project would support updates to the aged and failing heating systems in 24 supportive housing units in South Norwalk (6 homes). The project will improve heating for approximately 24 households, 100% of whom will be low/moderate income. The planned activities for this project are as follows: Replacement of boiler; Upgrade and modify aging furnace and updated cleaning of duct work; Replace furnace; and replacement of corroded baseboard heating and water heaters and thermostats.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC090013	\$25,000.00	\$25,000.00	\$25,000.00
Total	Total			\$25,000.00	\$25,000.00	\$25,000.00

Proposed Accomplishments

Housing Units : 48

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	18	12	18	12	0	0
Black/African American:	0	0	30	0	30	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	48	12	48	12	0	0



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Female-headed Households:

6

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	48	48	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	48	48	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2015	The Heating System for Supportive/Affordable Housing project provided new high efficiency heating systems for 139 S. Main Street including new gas lines and flue pipes and two new condensate pumps. It provided a replacement boiler, electronic boards, storage tank and upgrades to hot water coils at 129 South Main St. It replaced the boiler, storage tank and water heater at 4 Merritt St., including a new water feeder line and backflow prevention. It replaced 42 thermostats and 42 electric baseboard heaters and 14 electric water heaters with high efficiency units at 70 Chestnut Street. The project replaced the gas furnace with a high efficiency unit at 4 Couch Street including new duct work, a new condensate pump and duct cleaning. The project also replaced the boiler and water heater with high efficiency units at 137 S. Main Street including a new pump, backflow prevention and new air tank storage. The project leveraged \$78,000 in other grant funding and will reduce the maintenance cost by approximately \$20,000 for the next five years. 98 housing units were served.	



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PGM Year: 2015
Project: 0019 - Project Year 41 - Administration
IDIS Activity: 592 - NRA General Program Admin

Status: Open
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A) National Objective:

Initial Funding Date: 11/05/2015

Description:

NORWALK REDEVELOPMENT AGENCY obo CITY OF NORWALK - The Norwalk Redevelopment Agency will use \$230,067 in PY41 CDBG funding to cover costs associated with administration of the City's CDBG program for the 2015-2016 fiscal year.
The proposed Priority Needs of the City's CDBG program are: to increase high quality and affordable housing opportunities, to expand economic opportunities, to modernize public facilities and infrastructure and to increase available social services.
This program will benefit the City's approximately 36,236 households, of whom about 64% will be low/moderate income.
This project will include sub-recipient orientation, contract execution, follow-up on project compliance and status, set up and review of quarterly reports, approval and processing of sub-recipient claims, and administration of the PY40 (CAPER) & PY42 (NOFA, Application, AAP).

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC090013	\$195,893.42	\$195,893.42	\$195,893.42
	PI			\$16,990.14	\$16,990.14	\$16,990.14
Total	Total			\$212,883.56	\$212,883.56	\$212,883.56

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		



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Hispanic:	0	0	0	0	0
Total:	0	0	0	0	0
Female-headed Households:	0	0	0	0	0

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod	0	0	0	0

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2015
Project: 0002 - Project Year 41 - City Neighborhoods
IDIS Activity: 593 - NRA - CN: Cleanup of Contaminated Sites

Status: Open
Location: 125 East Ave room 202 Norwalk, CT 06851-5702

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Cleanup of Contaminated Sites (04A)

National Objective: LMA

Initial Funding Date: 11/05/2015

Description:

City Neighborhoods focuses its efforts on revitalizing the Urban Core. These activities will benefit over 42,000 low/moderate income people in South Norwalk and throughout the Urban Core. These activities will take place in the following areas: Choice Neighborhood Initiative area, South Norwalk, the Enterprise Zone and the West Avenue corridor. The three census tracts in which these activities will occur at 0434, 0437 and 0441. Planned activities include the assessment of two acres of potentially contaminated land (Day St parcels).

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC090013	\$20,051.76	\$13,914.21	\$13,914.21
	PI			\$277.24	\$277.24	\$277.24
	Total			\$20,329.00	\$14,191.45	\$14,191.45

Proposed Accomplishments

Public Facilities : 4
Total Population in Service Area 5,970
Census Tract Percent Low / Mod: 155.44

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2015	Redevelopment Agency staff focused on the Washington Village and Webster Street Lot brownfield sites over the course of 2015-2016. The Phase 1 environmental report was completed on each. Each site represents 6 acres.	



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PGM Year: 2015
Project: 0002 - Project Year 41 - City Neighborhoods
IDIS Activity: 594 - NRA - CN: Street Improvements

Status: Open
Location: 125 East Ave room 202 Norwalk, CT 06851-5702

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)

National Objective: LMA

Initial Funding Date: 11/05/2015

Description:

City Neighborhoods focuses its efforts on revitalizing the Urban Core. These activities will address the National Objective of LowMod Housing Benefit (LMH), the National Objective Measurement of Providing Decent Affordable Housing and the National Outcome Measurement of Availability/Accessibility. These activities will benefit over 42,000 low/moderate income people in South Norwalk and throughout the Urban Core. These activities will take place in the following areas: Choice Neighborhood Initiative area, South Norwalk, the Enterprise Zone and the West Avenue corridor. The three census tracts in which these activities will occur at 0434, 0437 and 0441. Planned activities include street improvements to one intersection (South Main, Monroe and Hanford) via the implementation of the complete street design.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MCO90013	\$27,846.01	\$27,846.01	\$27,846.01
	PI			\$7,237.01	\$7,237.01	\$7,237.01
Total	Total			\$35,083.02	\$35,083.02	\$35,083.02

Proposed Accomplishments

People (General) : 6,250
Total Population in Service Area: 5,970
Census Tract Percent Low / Mod: 155.44

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2015	The Agency worked with consultants to develop a comprehensive wayfinding program to assist residents and visitors when navigating within and through Norwalk.	



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PGM Year: 2015
Project: 0002 - Project Year 41 - City Neighborhoods
IDIS Activity: 595 - NRA - CN: Parks and Rec Facilities

Status: Open
Location: 125 East Ave room 202 Norwalk, CT 06851-5702

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Parks, Recreational Facilities (03F)

National Objective: LMA

Initial Funding Date: 11/05/2015

Description:

City Neighborhoods focuses its efforts on revitalizing the Urban Core. These activities will address the National Objective of LowMod Housing Benefit (LMH), the National Objective Measurement of Providing Decent Affordable Housing and the National Outcome Measurement of Availability/Accessibility. These activities will benefit over 42,000 low/moderate income people in South Norwalk and throughout the Urban Core. These activities will take place in the following areas: Choice Neighborhood Initiative area, South Norwalk, the Enterprise Zone and the West Avenue corridor. The three census tracts in which these activities will occur at 0434, 0437 and 0441. Planned activities include modernization of two parks.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC090013	\$51,572.36	\$51,572.36	\$51,572.36
	PI			\$2,849.60	\$2,849.60	\$2,849.60
	Total			\$54,421.96	\$54,421.96	\$54,421.96

Proposed Accomplishments

Public Facilities : 21,506
Total Population in Service Area: 4,040
Census Tract Percent Low / Mod: 187.62

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2015	Ryan Park was the focus of Redevelopment Agency staff efforts over the course of 2015-2016. Despite ongoing lawsuits, staff worked with a community advisory group and a consultant to develop design plans for the redesign of Ryan Park, an integral amenity of the Choice Neighborhood. In July 2017, these plans will be presented to the public.	



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PGM Year: 2015
Project: 0002 - Project Year 41 - City Neighborhoods
IDIS Activity: 596 - NRA - CN: Economic Development

Status: Open
Location: 125 East Ave room 202 Norwalk, CT 06851-5702

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: ED Technical Assistance (18B)

National Objective: LMA

Initial Funding Date: 11/05/2015

Description:

City Neighborhoods focuses its efforts on revitalizing the Urban Core. These activities will address the National Objective of LowMod Housing Benefit (LMH), the National Objective Measurement of Providing Decent Affordable Housing and the National Outcome Measurement of Availability/Accessibility. These activities will benefit over 42,000 low/moderate income people in South Norwalk and throughout the Urban Core. These activities will take place in the following areas: Choice Neighborhood Initiative area, South Norwalk, the Enterprise Zone and the West Avenue corridor. The three census tracts in which these activities will occur at 0434, 0437 and 0441. Planned activities include provision of technical assistance to four businesses.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC090013	\$92,491.35	\$78,586.42	\$78,586.42
	PI			\$198.02	\$198.02	\$198.02
	Total			\$92,689.37	\$78,784.44	\$78,784.44

Proposed Accomplishments

Businesses : 8
Total Population in Service Area: 18,030
Census Tract Percent Low / Mod: 157.52

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2015	The Redevelopment Agency staff provided technical assistance to many businesses in Norwalk as they opened their doors and looked to expand. Within the urban core, 12 businesses received assistance, four of which are within the Choice Neighborhood Improvement (CNI) area.	



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PGM Year: 2015
Project: 0002 - Project Year 41 - City Neighborhoods
IDIS Activity: 597 - NRA - CN: Rehab Admin

Status: Open
Location: 125 East Ave room 202 Norwalk, CT 06851-5702

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehabilitation Administration (14H)

National Objective: LMH

Initial Funding Date: 11/05/2015

Description:

City Neighborhoods focuses its efforts on revitalizing the Urban Core, and includes a new initiative, the South Norwalk Renovation Program. As previously approved by the Common Council, \$500,000 of the funds are reprogrammed to the Choice Neighborhood (bounded to the north by Washington Street, the east by Water Street, the south by Concord Street and the west by Dr.

Martin Luther King, Jr.

Drive) for the purpose of acquiring and/or rehabilitating two small, unoccupied, multi-family homes, for a total of four housing units.

These activities will address the National Objective of LowMod Housing Benefit (LMH), the National Objective Measurement of Providing Decent Affordable Housing and the National Outcome Measurement of Availability/Accessibility. These activities will benefit over 42,000 low/moderate income people in South Norwalk and throughout the Urban Core. These activities will take place in the following areas: Choice Neighborhood Initiative area, South Norwalk, and the West Avenue corridor.

Planned activities include acquisition of four housing units (two unoccupied small-multifamily homes, one of which is in the Choice Neighborhood Initiative area) for renovation.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC090013	\$151,095.79	\$146,859.97	\$146,859.97
	PI			\$10,977.21	\$10,977.21	\$10,977.21
	Total			\$162,073.00	\$157,837.18	\$157,837.18

Proposed Accomplishments

Housing Units : 12

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	2	0	0	0	2	0	0	0
Black/African American:	4	0	2	0	6	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0

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Other multi-racial:	2	0	2	0	4	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	8	0	4	0	12	0	0	0
Female-headed Households:	4		0					

Income Category:	Owner	Renter	Total	Person	
Extremely Low	0	0	0	0	
Low Mod	0	2	2	0	
Moderate	8	2	10	0	
Non Low Moderate	0	0	0	0	
Total	8	4	12	0	
Percent Low/Mod	100.0%	100.0%	100.0%		

Annual Accomplishments		# Benefiting
Years	Accomplishment Narrative	
2015	The City Neighborhoods program administered two initiatives which undertook residential rehabilitation: the Revolving Loan Fund and the South Norwalk Renovation Program. Between the two programs, the Agency administered rehabilitation efforts to 6 housing units or 4 owner occupied units and 2 rental units.	



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PGM Year: 2015
Project: 0002 - Project Year 41 - City Neighborhoods
IDIS Activity: 598 - NRA - CN: Rehab Multi Unit Rehab

Status: Open
Location: 125 East Ave room 202 Norwalk, CT 06851-5702

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab, Multi-Unit Residential (14B)

National Objective: LMH

Initial Funding Date: 10/05/2015

Description:

City Neighborhoods focuses its efforts on revitalizing the Urban Core, and includes a new initiative, the South Norwalk Renovation Program. As previously approved by the Common Council, \$500,000 of the funds are reprogrammed to the Choice Neighborhood (bounded to the north by Washington Street, the east by Water Street, the south by Concord Street and the west by Dr.

Martin Luther King, Jr.

Drive) for the purpose of acquiring and/or rehabilitating two small, unoccupied, multi-family homes, for a total of four housing units.

These activities will address the National Objective of LowMod Housing Benefit (LMH), the National Objective Measurement of Providing Decent Affordable Housing and the National Outcome Measurement of Availability/Accessibility. These activities will benefit over 42,000 low/moderate income people in South Norwalk and throughout the Urban Core.

These activities will take place in the following areas: Choice Neighborhood Initiative area, South Norwalk, and the West Avenue corridor.

Planned activities include acquisition of four housing units (two unoccupied small-multifamily homes, one of which is in the Choice Neighborhood Initiative area) for renovation.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	RL			\$255,000.00	\$0.00	\$0.00
Total	Total			\$255,000.00	\$0.00	\$0.00

Proposed Accomplishments

Housing Units : 6

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0



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Asian/Pacific Islander:	0	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0	0
Total:	1	0	0	0	0	1	0	0	0
Female-headed Households:	0		0						

Income Category:	Owner	Renter	Total	Person					
Extremely Low	0	0	0	0					
Low Mod	0	0	0	0					
Moderate	1	0	1	0					
Non Low Moderate	0	0	0	0					
Total	1	0	1	0					
Percent Low/Mod	100.0%		100.0%						

Annual Accomplishments		# Benefitting	
Years	Accomplishment Narrative		
2015	Redevelopment Agency staff spent considerable time managing the rehabilitation of the housing units at 68 Lexington Avenue. This two family home was complete renovated including lead and asbestos abatement and a gut rehab which involved the installation of energy efficient HVAC systems, windows and appliances.		



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PGM Year: 2015
Project: 0002 - Project Year 41 - City Neighborhoods
IDIS Activity: 599 - NRA - CN: Acquisition

Status: Open
Location: 125 East Ave room 202 Norwalk, CT 06851-5702

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Acquisition for Rehabilitation (14G)

National Objective: LMH

Initial Funding Date: 10/05/2015

Description:

City Neighborhoods focuses its efforts on revitalizing the Urban Core, and includes a new initiative, the South Norwalk Renovation Program. As previously approved by the Common Council, \$500,000 of the funds are reprogrammed to the Choice Neighborhood (bounded to the north by Washington Street, the east by Water Street, the south by Concord Street and the west by Dr. Martin Luther King, Jr.

Drive) for the purpose of acquiring and/or rehabilitating two small, unoccupied, multi-family homes, for a total of four housing units.

These activities will address the National Objective of LowMod Housing Benefit (LMH), the National Objective Measurement of Providing Decent Affordable Housing and the National Outcome Measurement of Availability/Accessibility. These activities will benefit over 42,000 low/moderate income people in South Norwalk and throughout the Urban Core.

These activities will take place in the following areas: Choice Neighborhood Initiative area, South Norwalk, and the West Avenue corridor.

Planned activities include acquisition of four housing units (two unoccupied small-multifamily homes, one of which is in the Choice Neighborhood Initiative area) for renovation.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	RL			\$255,000.00	\$223,229.84	\$223,229.84
Total	Total			\$255,000.00	\$223,229.84	\$223,229.84

Proposed Accomplishments

Housing Units : 4

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	1	0	0	0	1	0	0	0

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Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	1	0	0	0	1	0	0	0
Female-headed Households:	0		0		0			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	1	0	1	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments		# Benefiting
Years	Accomplishment Narrative	
2015	The vacant residential property at 24 Haviland Street, which is within the Choice Neighborhood, was purchased as part of the South Norwalk Renovation Program. The home will be renovated and made available for sale to an LMI first-time homebuyer.	



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PGM Year: 2015
Project: 0016 - Project Year 41 - Public Services
IDIS Activity: 600 - P2P - Emergency Assistance - Security Deposits

Status: Open
Location: 1864 Post Rd Danien, CT 06820-5802
Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Security Deposits (if HOME, not part of 5% Admin Cap) (05T)
National Objective: LMH

Initial Funding Date: 11/05/2015

Description:

PERSON-TO-PERSON (P2P) - The Emergency Financial Assistance project is designed to assist low-income residents of Norwalk move toward self-sufficiency by providing security deposit assistance so they may secure affordable housing and avoid homelessness.
Before providing assistance, P2P caseworkers meet with clients and conduct comprehensive assessments, as well as provide budget counseling.
In 2014, P2P provided an average of \$406 to 146 Norwalk households to assist with rent or security deposit payments, which were paid directly to the landlord.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC090013	\$3,656.32	\$3,656.32	\$3,656.32
Total	Total			\$3,656.32	\$3,656.32	\$3,656.32

Proposed Accomplishments

Households (General) : 30

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	22	16	22	16	0	0
Black/African American:	0	0	34	0	34	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	2	0	2	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	58	16	58	16	0	0



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Female-headed Households:

0 42 42

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	52	52	0
Low Mod	0	2	2	0
Moderate	0	4	4	0
Non Low Moderate	0	0	0	0
Total	0	58	58	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2015	Person to Person served 29 households by providing security deposits which allowed families to avoid homelessness by helping them afford to move into an apartment.	



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PGM Year: 2015
Project: 0002 - Project Year 41 - City Neighborhoods
IDIS Activity: 602 - NRA - CN: Sidewalk Improvements

Status: Open
Location: 125 East Ave room 202 Norwalk, CT 06851-5702

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)

National Objective: LMA

Initial Funding Date: 11/05/2015

Description:

The street improvements will include the installation of chess tables in the urban core census tracts as well as the purchase and installation of 10 bike racks to be distributed installed at various locations throughout the urban core.

These improvements will supply needed, safe, secure pedestrian improvements.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC090013	\$9,066.65	\$0.00	\$0.00
Total	Total			\$9,066.65	\$0.00	\$0.00

Proposed Accomplishments

People (General) : 3,437

Total Population in Service Area: 2,985

Census Tract Percent Low / Mod: 77.72

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2015	Two chess tables and four corresponding benches were installed in order to better activate the neighborhood.	



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PGM Year: 2015
Project: 0002 - Project Year 41 - City Neighborhoods
IDIS Activity: 603 - NRA - CN: Non Residential Historic Preservation

Status: Open
Location: 125 East Ave room 202 Norwalk, CT 06851-5702

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Non-Residential Historic Preservation
(16B)

National Objective: LMA

Initial Funding Date: 11/05/2015

Description:

This activity involves the renovation of an existing historic structure located in a historic district and built in 1896. Project will include the re-pointing of the exterior masonry (brick and Brownstone) on the 3 story, 1,200 sq. ft. building that originally was used as a switch tower for the railroad and currently used as a railroad museum. Project is estimated to cost \$15,000. Update on 11/15/15: The total project cost was completed on 10/27/15 and the total cost was \$22,915. Photos are available

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC090013	\$22,915.00	\$22,915.00	\$22,915.00
Total	Total			\$22,915.00	\$22,915.00	\$22,915.00

Proposed Accomplishments

Organizations : 1
Total Population in Service Area: 2,985
Census Tract Percent Low / Mod: 77.72

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2015	The project was completed on October 27, 2015 for a total of \$22,915. This activity involved the renovation of an existing historic structure located in a historic district and built in 1896. The renovation project included the re-pointing of the exterior masonry (brick and Brownstone) on the 3 story, 1,200 sq. ft. building that originally was used as a switch tower for the railroad and currently used as a railroad museum.	



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Total Funded Amount:	\$4,556,089.34
Total Drawn Thru Program Year:	\$3,907,878.03
Total Drawn in Program Year:	\$1,161,296.36

Appendix C



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Appendix D

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	0.00
02 ENTITLEMENT GRANT	870,316.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	231,465.29
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,101,781.29

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	948,412.80
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	948,412.80
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	212,883.56
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	1,161,296.36
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	(59,515.07)

PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	225,992.68
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	491,107.28
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	223,229.84
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	940,329.80
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	99.15%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	153,092.48
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	153,092.48
32 ENTITLEMENT GRANT	870,316.00
33 PRIOR YEAR PROGRAM INCOME	251,699.48
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,122,015.48
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	13.64%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	212,883.56
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 + LINE 40)	212,883.56
42 ENTITLEMENT GRANT	870,316.00
43 CURRENT YEAR PROGRAM INCOME	231,465.29
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,101,781.29
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	19.32%



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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Plan Year	IDIS Project	IDIS Activity	Activity Name	Matrix Code	National Objective	Drawn Amount
2012	3	528	PY38 Rehab Program - Program Income	14B	LMH	\$8,083.00
2015	14	577	Brook River Homes - Window Replacement	14B	LMH	\$219.50
2015	14	591	Open Door Shelter - Heating System for Supportive/Affordable Housing	14B	LMH	\$25,000.00
				14B	Matrix Code	\$33,302.50
2015	14	590	Norwalk Housing Authority - Leroy Downs Apts	14C	LMH	\$42,936.00
				14C	Matrix Code	\$42,936.00
2015	2	599	NRA - CN: Acquisition	14G	LMH	\$223,229.84
				14G	Matrix Code	\$223,229.84
2015	2	597	NRA - CN: Rehab Admin	14H	LMH	\$157,837.18
				14H	Matrix Code	\$157,837.18
Total						\$457,305.52

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2011	6	499	5891977	Public Facilities	03	LMA	\$1,291.12
2012	6	522	5866051	Public Facilities and Improvements	03	LMA	\$8,575.00
2012	6	522	5891977	Public Facilities and Improvements	03	LMA	\$5,283.88
2012	6	522	5909455	Public Facilities and Improvements	03	LMA	\$1,950.00
2012	6	522	5949337	Public Facilities and Improvements	03	LMA	\$2,000.00
2013	6	550	5866051	Public Facilities and Improvements	03	LMA	\$225.34
2013	6	550	5891977	Public Facilities and Improvements	03	LMA	\$359.54
					03	Matrix Code	\$19,684.88
2014	2	564	5891977	Carver Center - HVAC System	03E	LMA	\$12,208.28
2015	18	586	5891977	Carver Foundation - Facilities Improvements: Fire Doors, Gym padding and classroom divider	03E	LMA	\$18,963.00
2015	18	586	5909455	Carver Foundation - Facilities Improvements: Fire Doors, Gym padding and classroom divider	03E	LMA	\$6,947.00
2015	18	586	5920968	Carver Foundation - Facilities Improvements: Fire Doors, Gym padding and classroom divider	03E	LMA	\$11,589.99
2015	18	587	5909455	SNCC - Renaissance Project	03E	LMA	\$305.37
2015	18	587	5920968	SNCC - Renaissance Project	03E	LMA	\$60.41
2015	18	587	5934372	SNCC - Renaissance Project	03E	LMA	\$1,430.00
2015	18	587	5945916	SNCC - Renaissance Project	03E	LMA	\$61,430.00
					03E	Matrix Code	\$112,934.05
2015	2	595	5866051	NRA - CN: Parks and Rec Facilities	03F	LMA	\$23,711.10
2015	2	595	5891977	NRA - CN: Parks and Rec Facilities	03F	LMA	\$11,803.41
2015	2	595	5909455	NRA - CN: Parks and Rec Facilities	03F	LMA	\$3,715.85
2015	2	595	5920968	NRA - CN: Parks and Rec Facilities	03F	LMA	\$5,691.72
2015	2	595	5934372	NRA - CN: Parks and Rec Facilities	03F	LMA	\$2,023.22
2015	2	595	5945916	NRA - CN: Parks and Rec Facilities	03F	LMA	\$4,627.06
2015	2	595	5949337	NRA - CN: Parks and Rec Facilities	03F	LMA	\$2,849.60
					03F	Matrix Code	\$54,421.96
2015	2	594	5866051	NRA - CN: Street Improvements	03K	LMA	\$4,221.03
2015	2	594	5891977	NRA - CN: Street Improvements	03K	LMA	\$7,716.37
2015	2	594	5909455	NRA - CN: Street Improvements	03K	LMA	\$3,717.52
2015	2	594	5920968	NRA - CN: Street Improvements	03K	LMA	\$5,973.70
2015	2	594	5934372	NRA - CN: Street Improvements	03K	LMA	\$2,029.95
2015	2	594	5945916	NRA - CN: Street Improvements	03K	LMA	\$4,187.44
2015	2	594	5949337	NRA - CN: Street Improvements	03K	LMA	\$7,237.01



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
					03K	Matrix Code	\$35,083.02
2015	2	593	5866051	NRA - CN: Cleanup of Contaminated Sites	04A	LMA	\$1,544.63
2015	2	593	5891977	NRA - CN: Cleanup of Contaminated Sites	04A	LMA	\$5,357.75
2015	2	593	5909455	NRA - CN: Cleanup of Contaminated Sites	04A	LMA	\$1,282.81
2015	2	593	5920968	NRA - CN: Cleanup of Contaminated Sites	04A	LMA	\$2,885.83
2015	2	593	5934372	NRA - CN: Cleanup of Contaminated Sites	04A	LMA	\$2,062.83
2015	2	593	5945916	NRA - CN: Cleanup of Contaminated Sites	04A	LMA	\$780.36
2015	2	593	5949337	NRA - CN: Cleanup of Contaminated Sites	04A	LMA	\$277.24
					04A	Matrix Code	\$14,191.45
2015	16	583	5866051	Norwalk Senior Center - Elder Abuse Prevention Initiative	05A	LMC	\$4,964.55
2015	16	583	5909455	Norwalk Senior Center - Elder Abuse Prevention Initiative	05A	LMC	\$7,195.68
2015	16	583	5920968	Norwalk Senior Center - Elder Abuse Prevention Initiative	05A	LMC	\$7,005.78
2015	16	583	5945916	Norwalk Senior Center - Elder Abuse Prevention Initiative	05A	LMC	\$833.99
					05A	Matrix Code	\$20,000.00
2015	16	578	5866051	ChoZen Few Entertainment - LIFT Program, Distracted Driving	05D	LMC	\$15,000.00
2015	16	582	5949337	Norwalk Seaport Association - Sheffield Island Education Program	05D	LMC	\$3,271.45
2015	16	585	5866051	Saturday Academy - Computer Science Project	05D	LMC	\$1,600.00
2015	16	585	5891977	Saturday Academy - Computer Science Project	05D	LMC	\$2,020.00
2015	16	585	5909455	Saturday Academy - Computer Science Project	05D	LMC	\$1,735.00
2015	16	585	5920968	Saturday Academy - Computer Science Project	05D	LMC	\$975.00
2015	16	585	5945916	Saturday Academy - Computer Science Project	05D	LMC	\$3,670.00
					05D	Matrix Code	\$28,271.45
2015	16	580	5866051	Mid-Fairfield AIDS Project - Jump Start Self-Sufficiency Program	05H	LMC	\$3,900.00
2015	16	580	5891977	Mid-Fairfield AIDS Project - Jump Start Self-Sufficiency Program	05H	LMC	\$3,900.00
2015	16	580	5920968	Mid-Fairfield AIDS Project - Jump Start Self-Sufficiency Program	05H	LMC	\$3,900.00
2015	16	580	5945916	Mid-Fairfield AIDS Project - Jump Start Self-Sufficiency Program	05H	LMC	\$3,300.00
					05H	Matrix Code	\$15,000.00
2015	16	589	5866051	Child Guidance Center - Dialectic Behavioral Therapy	05D	LMC	\$19,303.57
2015	16	589	5891977	Child Guidance Center - Dialectic Behavioral Therapy	05D	LMC	\$5,996.43
2015	16	589	5920968	Child Guidance Center - Dialectic Behavioral Therapy	05D	LMC	\$20,700.00
					05D	Matrix Code	\$46,000.00
2015	16	584	5866051	P2P - Emergency Assistance - Subsistence Payments	05Q	LMC	\$11,588.23
2015	16	584	5891977	P2P - Emergency Assistance - Subsistence Payments	05Q	LMC	\$10,387.11
2015	16	584	5920968	P2P - Emergency Assistance - Subsistence Payments	05Q	LMC	\$3,010.00
2015	16	584	5945916	P2P - Emergency Assistance - Subsistence Payments	05Q	LMC	\$179.37
					05Q	Matrix Code	\$25,164.71
2015	16	600	5866051	P2P - Emergency Assistance - Security Deposits	05T	LMH	\$717.63
2015	16	600	5891977	P2P - Emergency Assistance - Security Deposits	05T	LMH	\$1,530.69
2015	16	600	5920968	P2P - Emergency Assistance - Security Deposits	05T	LMH	\$1,188.00
2015	16	600	5945916	P2P - Emergency Assistance - Security Deposits	05T	LMH	\$220.00
					05T	Matrix Code	\$3,656.32
2015	16	579	5866051	Liberation Programs - Supportive Housing Case Management	05U	LMC	\$3,389.85
2015	16	579	5891977	Liberation Programs - Supportive Housing Case Management	05U	LMC	\$5,095.71
2015	16	579	5920968	Liberation Programs - Supportive Housing Case Management	05U	LMC	\$5,248.80
2015	16	579	5945916	Liberation Programs - Supportive Housing Case Management	05U	LMC	\$1,265.64
					05U	Matrix Code	\$15,000.00
2015	2	603	5891977	NRA - CN: Non Residential Historic Preservation	16B	LMA	\$22,915.00



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2015	2	596	5866051	NRA - CN: Economic Development	16B	Matrix Code	\$22,915.00
2015	2	596	5891977	NRA - CN: Economic Development	18B	LMA	\$16,606.98
2015	2	596	5909455	NRA - CN: Economic Development	18B	LMA	\$21,464.91
2015	2	596	5920968	NRA - CN: Economic Development	18B	LMA	\$5,776.42
2015	2	596	5934372	NRA - CN: Economic Development	18B	LMA	\$14,358.45
2015	2	596	5945916	NRA - CN: Economic Development	18B	LMA	\$8,799.82
2015	2	596	5949337	NRA - CN: Economic Development	18B	LMA	\$11,579.84
					18B	LMA	\$198.02
					18B	Matrix Code	\$78,784.44
Total							\$491,107.28

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2015	16	583	5866051	Norwalk Senior Center - Elder Abuse Prevention Initiative	05A	LMC	\$4,964.55
2015	16	583	5909455	Norwalk Senior Center - Elder Abuse Prevention Initiative	05A	LMC	\$7,195.68
2015	16	583	5920968	Norwalk Senior Center - Elder Abuse Prevention Initiative	05A	LMC	\$7,005.78
2015	16	583	5945916	Norwalk Senior Center - Elder Abuse Prevention Initiative	05A	LMC	\$833.99
					05A	Matrix Code	\$20,000.00
2015	16	578	5866051	ChoZen Few Entertainment - LIFT Program, Distracted Driving	05D	LMC	\$15,000.00
2015	16	582	5949337	Norwalk Seaport Association - Sheffield Island Education Program	05D	LMC	\$3,271.45
2015	16	585	5866051	Saturday Academy - Computer Science Project	05D	LMC	\$1,600.00
2015	16	585	5891977	Saturday Academy - Computer Science Project	05D	LMC	\$2,020.00
2015	16	585	5909455	Saturday Academy - Computer Science Project	05D	LMC	\$1,735.00
2015	16	585	5920968	Saturday Academy - Computer Science Project	05D	LMC	\$975.00
2015	16	585	5945916	Saturday Academy - Computer Science Project	05D	LMC	\$3,670.00
					05D	Matrix Code	\$28,271.45
2015	16	580	5866051	Mid-Fairfield AIDS Project - Jump Start Self-Sufficiency Program	05H	LMC	\$3,900.00
2015	16	580	5891977	Mid-Fairfield AIDS Project - Jump Start Self-Sufficiency Program	05H	LMC	\$3,900.00
2015	16	580	5920968	Mid-Fairfield AIDS Project - Jump Start Self-Sufficiency Program	05H	LMC	\$3,900.00
2015	16	580	5945916	Mid-Fairfield AIDS Project - Jump Start Self-Sufficiency Program	05H	LMC	\$3,300.00
					05H	Matrix Code	\$15,000.00
2015	16	589	5866051	Child Guidance Center - Dialectic Behavioral Therapy	05O	LMC	\$19,303.57
2015	16	589	5891977	Child Guidance Center - Dialectic Behavioral Therapy	05O	LMC	\$5,996.43
2015	16	589	5920968	Child Guidance Center - Dialectic Behavioral Therapy	05O	LMC	\$20,700.00
					05O	Matrix Code	\$46,000.00
2015	16	584	5866051	P2P - Emergency Assistance - Subsistence Payments	05Q	LMC	\$11,588.23
2015	16	584	5891977	P2P - Emergency Assistance - Subsistence Payments	05Q	LMC	\$10,387.11
2015	16	584	5920968	P2P - Emergency Assistance - Subsistence Payments	05Q	LMC	\$3,010.00
2015	16	584	5945916	P2P - Emergency Assistance - Subsistence Payments	05Q	LMC	\$179.37
					05Q	Matrix Code	\$25,164.71
2015	16	600	5866051	P2P - Emergency Assistance - Security Deposits	05T	LMH	\$717.63
2015	16	600	5891977	P2P - Emergency Assistance - Security Deposits	05T	LMH	\$1,530.69
2015	16	600	5920968	P2P - Emergency Assistance - Security Deposits	05T	LMH	\$1,188.00
2015	16	600	5945916	P2P - Emergency Assistance - Security Deposits	05T	LMH	\$220.00
					05T	Matrix Code	\$3,656.32
2015	16	579	5866051	Liberation Programs - Supportive Housing Case Management	05U	LMC	\$3,389.85
2015	16	579	5891977	Liberation Programs - Supportive Housing Case Management	05U	LMC	\$5,095.71



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2015	16	579	5920968	Liberation Programs - Supportive Housing Case Management	05U	LMC	\$5,248.80
2015	16	579	5945916	Liberation Programs - Supportive Housing Case Management	05U	LMC	\$1,265.64
					05U	Matrix Code	\$15,000.00
Total							\$153,092.48

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2015	19	592	5866051	NRA General Program Admin	21A		\$51,583.62
2015	19	592	5891977	NRA General Program Admin	21A		\$57,601.68
2015	19	592	5909455	NRA General Program Admin	21A		\$18,564.55
2015	19	592	5920968	NRA General Program Admin	21A		\$33,814.33
2015	19	592	5934372	NRA General Program Admin	21A		\$17,238.91
2015	19	592	5945916	NRA General Program Admin	21A		\$17,090.33
2015	19	592	5949337	NRA General Program Admin	21A		\$16,990.14
					21A	Matrix Code	\$212,883.56
Total							\$212,883.56

August 23, 2016

Ms. Kelsey Brown
U.S. Department of Housing and Urban Development
Hartford Field Office
Office of Community Planning and Development
20 Church Street, 10th Floor
Hartford, CT 06103-3220

Re: Adjustments made to PR26 in PY41 CAPER

Dear Ms. Brown:

In order for the City of Norwalk's PR26 report to accurately reflect the funds dispersed during the previous program year, the following adjustment was made.

- **Line 18 – Expended for low/mod multi-unit housing → \$225,992.68**
 - \$225,992.68 was expended in PY41 for four IDIS activities:
 - \$219.50 - #577 – Broad River Homes Window Replacement
 - \$25,000 - #591 – Open Door Shelter – Heating System for Supportive/Affordable Housing
 - \$42,936 - #590 – Norwalk Housing Authority – Leroy Downs Apartments
 - \$157,837.18 - #597 – Norwalk Redevelopment Agency – City Neighborhoods: Rehab Administration
- **Line 20 – Adjustment to Compute Total Low/Mod Credit**
 - \$223,229.84 - #599 – Norwalk Redevelopment Agency – City Neighborhoods: Acquisition was expended towards the purchase of a single family LMI home which will be rehabilitated by the Agency. An email dated August 23, 2016 from the HUD field office states this activity can be counted towards Line 19; however, IDIS does not permit alterations to the funding amount represented in Line 19.

Please contact me with any questions or concerns.

Thank you,

Hunter Arton
Community Development Administrator
harton@norwalkct.org
203-854-7810 x46783

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Public Facilities and Infrastructure

	Create Suitable Living			Provide Decent Housing			Create Economic Opportunities			Total
	Access	Afford	Sustain	Access	Afford	Sustain	Access	Afford	Sustain	
Number of Persons Assisted with new access to a facility	0	0	0	0	0	0	0	0	0	0
with improved access to a facility	0	0	0	0	0	0	0	0	0	0
with access to a facility that is no longer substandard	0	0	0	0	0	0	0	0	0	0
Totals :	0	0	0	0	0	0	0	0	0	0
Number of Households Assisted with new access to a facility	0	0	0	0	0	0	0	0	0	0
with improved access to a facility	0	0	0	0	0	0	0	0	0	0
with access to a facility that is no longer substandard	0	0	0	0	0	0	0	0	0	0
Totals :	0	0	0	0	0	0	0	0	0	0

Public Services

	Create Suitable Living			Provide Decent Housing			Create Economic Opportunities			Total
	Access	Afford	Sustain	Access	Afford	Sustain	Access	Afford	Sustain	
Number of Persons Assisted with new (or continuing) access to a service	588	265	0	0	0	0	0	0	0	853
with improved (or continuing) access to a service	0	0	0	0	10,906	0	0	0	0	10,906
with new access to a service that is no longer substandard	0	0	0	0	0	0	0	0	0	0
Totals :	588	265	0	0	10,906	0	0	0	0	11,759

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Public Services (continued)

	Create Suitable Living			Provide Decent Housing			Create Economic Opportunities			Total
	Access	Afford	Sustain	Access	Afford	Sustain	Access	Afford	Sustain	
Number of Households Assisted										
with new (or continuing) access to a service	0	0	0	0	0	0	0	0	0	0
with improved (or continuing) access to a service	0	0	0	0	29	0	0	0	0	29
with new access to a service that is no longer substandard	0	0	0	0	0	0	0	0	0	0
Totals :	0	0	0	0	29	0	0	0	0	29

Economic Development

	Create Suitable Living			Provide Decent Housing			Create Economic Opportunities			Total
	Access	Afford	Sustain	Access	Afford	Sustain	Access	Afford	Sustain	
Total Number of Businesses Assisted	0	0	0	0	0	0	12	0	0	12
Of Total										
New businesses assisted	0	0	0	0	0	0	5	0	0	5
Existing businesses assisted	0	0	0	0	0	0	7	0	0	7
Number of business facades/buildings rehabilitated	0	0	0	0	0	0	0	0	0	0
Assisted businesses that provide a good or service to service area/neighborhood/community	0	0	0	0	0	0	0	0	0	0
Total Number of Jobs Created	0	0	0	0	0	0	0	0	0	0
Types of Jobs Created										
Officials and Managers	0	0	0	0	0	0	0	0	0	0

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	Create Suitable Living		Provide Decent Housing		Create Economic Opportunities		Total
	Access	Afford	Access	Afford	Access	Afford	
Professional	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0
Sales	0	0	0	0	0	0	0
Office and Clerical	0	0	0	0	0	0	0
Craft Workers (skilled)	0	0	0	0	0	0	0
Operatives (semi-skilled)	0	0	0	0	0	0	0
Laborers (unskilled)	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0
Of jobs created, number with employer sponsored health care benefits	0	0	0	0	0	0	0
Number unemployed prior to taking jobs	0	0	0	0	0	0	0
Total Number of Jobs Retained	0	0	0	0	0	0	0
Types of Jobs Retained							
Officials and Managers	0	0	0	0	0	0	0
Professional	0	0	0	0	0	0	0

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conomic Development (continued)

	Create Suitable Living		Provide Decent Housing		Create Economic Opportunities		Total
	Access	Afford	Access	Afford	Access	Afford	
Technicians	0	0	0	0	0	0	0
Sales	0	0	0	0	0	0	0
Office and Clerical	0	0	0	0	0	0	0
Craft Workers (skilled)	0	0	0	0	0	0	0
Operatives (semi-skilled)	0	0	0	0	0	0	0
Laborers (unskilled)	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0
Of jobs retained, number with employer sponsored health care benefits	0	0	0	0	0	0	0
Acres of Brownfields Remediated	6	0	14	0	0	0	20

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Performance Measures Report
 Program Year NORWALK, CT

2015 - PR83

Rehabilitation of Rental Housing

	Create Suitable Living			Provide Decent Housing			Create Economic Opportunities			Total
	Access	Afford	Sustain	Access	Afford	Sustain	Access	Afford	Sustain	
total LMH* units	0	0	0	50	74	0	0	0	0	124
Total SB*, URG units	0	0	0	0	0	0	0	0	0	0
Of Total, Number of Units Made S04 accessible	0	0	0	0	0	0	0	0	0	0
Brought from substandard to standard condition	0	0	0	0	2	0	0	0	0	2
Created through conversion of non-residential to residential buildings	0	0	0	0	0	0	0	0	0	0
Qualified as Energy Star	0	0	0	0	1	0	0	0	0	1
Brought to lead safety compliance	0	0	0	0	1	0	0	0	0	1
Affordable	0	0	0	50	74	0	0	0	0	124
Of Affordable Units										
Number subsidized by another federal, state, local program	0	0	0	50	72	0	0	0	0	122
Number occupied by elderly	0	0	0	50	48	0	0	0	0	98
Number of years of affordability	0	0	0	119	137	0	0	0	0	256
Average number of years of affordability per unit	0	0	0	2	2	0	0	0	0	2
Number designated for persons with HIV/AIDS	0	0	0	0	0	0	0	0	0	0

[illegible]

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System
 CDBG Performance Measures Report
 Program Year NORWALK, CT

015 - PR83

Construction of Rental Housing (continued)

	Create Suitable Living			Provide Decent Housing			Create Economic Opportunities			Total
	Access	Afford	Sustain	Access	Afford	Sustain	Access	Afford	Sustain	
Number subsidized with project based rental assistance by another federal, state, or local program	0	0	0	0	0	0	0	0	0	0
Number designated for persons with HIV/AIDS	0	0	0	0	0	0	0	0	0	0
Of those, the number for the chronically homeless	0	0	0	0	0	0	0	0	0	0
Number of permanent housing units for homeless persons and families	0	0	0	0	0	0	0	0	0	0
Of those, the number for the chronically homeless	0	0	0	0	0	0	0	0	0	0

Program Year NORWALK, CT

Homebuyer Assistance[illegible]

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Performance Measures Report
Program Year NORWALK,CT

DIS - PR83

Development of Homeowner Housing

	Create Suitable Living			Provide Decent Housing			Create Economic Opportunities			Total
	Access	Afford	Sustain	Access	Afford	Sustain	Access	Afford	Sustain	
Total LMH* units	0	0	0	0	0	0	0	0	0	0
Total SB* , URG units	0	0	0	0	0	0	0	0	0	0
Of Total, Number of Affordable units	0	0	0	0	0	0	0	0	0	0
Years of affordability	0	0	0	0	0	0	0	0	0	0
Average number of years of affordability per unit	0	0	0	0	0	0	0	0	0	0
Units qualified as Energy Star	0	0	0	0	0	0	0	0	0	0
504 accessible units	0	0	0	0	0	0	0	0	0	0
Units occupied by households previously living in subsidized housing	0	0	0	0	0	0	0	0	0	0
Of Affordable Units	0	0	0	0	0	0	0	0	0	0
Number occupied by elderly	0	0	0	0	0	0	0	0	0	0
Number designated for persons with HIV/AIDS	0	0	0	0	0	0	0	0	0	0
Of those, number for the chronically homeless	0	0	0	0	0	0	0	0	0	0
Number of housing units for homeless persons and families	0	0	0	0	0	0	0	0	0	0
Of those, number for the chronically homeless	0	0	0	0	0	0	0	0	0	0

Housing Subsidies

	Create Suitable Living			Provide Decent Housing			Create Economic Opportunities			Total
	Access	Afford	Sustain	Access	Afford	Sustain	Access	Afford	Sustain	
Total Number of Households	0	0	0	0	0	0	0	0	0	0
Of Total:										
Number of households receiving short-term rental assistance (< = 3 months)	0	0	0	0	0	0	0	0	0	0
Number of households assisted that were previously homeless	0	0	0	0	0	0	0	0	0	0
Of those, number of chronically homeless households	0	0	0	0	0	0	0	0	0	0

Shelter for Homeless Persons

	Create Suitable Living			Provide Decent Housing			Create Economic Opportunities			Total
	Access	Afford	Sustain	Access	Afford	Sustain	Access	Afford	Sustain	
Number of beds created in overnight shelter/other emergency housing	0	0	0	0	0	0	0	0	0	0
Number of homeless persons given overnight shelter	0	0	0	0	0	0	0	0	0	0

Homeless Prevention

	Create Suitable Living			Provide Decent Housing			Create Economic Opportunities			Total
	Access	Afford	Sustain	Access	Afford	Sustain	Access	Afford	Sustain	
Number of Persons Assisted that received emergency financial assistance to prevent homelessness	0	265	0	0	29	0	0	0	0	294
that received emergency legal assistance to prevent homelessness	0	0	0	0	0	0	0	0	0	0

VII. E



To: Bruce Chimento – Director
From: Michael Yeosock – Assistant Principal Engineer
Date: 8/30/2016
RE: SoNo TOD Project

A handwritten signature in blue ink, likely belonging to Michael Yeosock, is positioned to the right of the 'From:' line in the header.

As a result of the LOTCIP funding obtained for the Washington Street Streetscape and South Main/Monroe Street Intersection projects, we need to amend CDM Smith's contract to amend design plans to incorporate CTDOT's comments. In addition, we need to secure CDM Smith's services for periodic inspection and shop drawing review.

They have provided the attached proposal. I am recommending that we request council authorization of Tasks 1, 2, and 3 at this time.

SOUTH NORWALK TOD PROJECT

SUPPLEMENTAL SERVICES

Amendment No.3

6/20/16

REVISED 8/10/2016

SCOPE OF WORK

Task 1 – Modify the existing plans and details for the Washington Street improvement project to reflect changes in construction materials and detailing, quantities and cost estimate to reflect eligible and ineligible costs to be reimbursed and incorporation of CTDOT comments.

Task 2 – Incorporate intersection improvement plans, details, special provisions and quantity estimates from separate construction contract into the Washington Street improvement contract.

Task 3 – Provide Construction Administration and periodic inspection services including plant selection approval as follows:

- Attend Pre-Construction Meeting
- Respond to RFI Requests
- Attend up to three (3) site construction meetings
- Attend tree and plant selection visit
- Attend plant placement site visit
- Attend semi-final and final construction inspection

Task 4 – Provide Construction Administration Services for Hamilton Street. Services to include:

- Pre-Construction Conference
- Response to Contractor Requests for Information
- Up to three (3) site visits during construction
- Semi-Final and Final Inspection

The implementation of the Hamilton Street Pedestrian Enhancement may occur at different timeframes than Washington Street.

COMPENSATION

Compensation for the above tasks will be as follows:

Task 1 – Washington Street Plan Modifications for Eligible Non-Eligible items and CTDOT Comments	
Lump Sum	\$20,190
Task 2 – Incorporate the Monroe Street/South Main Street improvement Plans into the Washington Street Improvement Project	
Lump Sum	\$9,180
Task 3 – Construction Administration Washington Street/Monroe Street	
Hourly Budget	\$19,400
Task 4 – Construction Administration Hamilton Street Pedestrian Street	
Hourly Budget	\$19,860



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

To: City of Norwalk, Department of Public Works Committee

From: Chris Torre, Superintendent of Operations

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

Date: August 30, 2016

Re: Authorize purchase of 2 Elgin "Pelican" Street Sweepers

Resolution:

Authorize the Purchasing Agent to issue a purchase order to CN Wood Company for the purchase of two (2) 2016 Elgin "Pelican" Three Wheel High Dump Mechanical Street Sweepers for a sum not exceed \$ 370, 000.00

Account # 091740315777C0313



FEDERAL SIGNAL
Environmental Solutions

Advancing security and well-being.

JUNE 1, 2016

To whom it may concern,

ELGIN SWEEPER COMPANY is represented by a worldwide distribution network offering expert service and OEM quality parts for its Elgin Sweeper line.

CN WOOD Company is the sole authorized distributor for ELGIN SWEEPER COMPANY sales, OEM parts, and service for the state of Connecticut. The personnel at CN WOOD Company have been factory trained to provide quality service work at the location listed below:

Company Name: CN Wood Company
Address: 25a Bernhard Rd
New Haven CT, 06513
Phone: 203-848-6735

ELGIN SWEEPER COMPANY utilizes precise inventory management to maintain parts stocking at acceptable levels to ensure that critical parts orders are shipped to our dealers within a reasonable time limit.

Thank you for your interest in ELGIN SWEEPER COMPANY and please feel free to contact me if you have any questions or require additional information.

ELGIN
VACTOR
GUZZLER
JETSTREAM

Regards,

Edward Beauregard
Regional Sales Manager



C.N. WOOD of CONNECTICUT, LLC

ENVIRONMENTAL MAINTENANCE EQUIPMENT

August 11, 2016

**City Of Norwalk
DPW
Norwalk, CT**

We are pleased to quote you on the following:

ONE – New ELGIN "Pelican" Three Wheel High Dump Mechanical Street Sweeper complete with a John Deere Tier4f 74 HP diesel engine, hydrostatic drive, 3.6 cubic yard hopper, dual gutter brooms, dual in cab controls, belt type conveyor, 220 gallon poly water tank, painted standard white, and balance complete as per standard specifications and including:

- autolube**
- lower roller cleanout**
- am/fm radio**
- air conditioner**
- four (4) roof mounted strobe lights w/ mounting rails**
- strobe in rear battery cover**
- LED clearance / stop / turn / tail lights**
- license plate holder front and rear**
- engine precleaner**
- dual limb guards**
- greasable carbide dirt shoes**
- 2.5# fire extinguisher**
- Two (2) sets Elgin service / parts / operators manuals**

F.O.B.: Norwalk, CT:.....\$ 200,000.00

DELIVERY: Approx. 30-60 days ARO

Please contact us if there are any questions regarding this quote.

Sincerely,

Ron Cookish

**Ron Cookish
Sales**

Mailing Address:

25 Bernhard Road ● North Haven, CT 06473

Office: (203) 848 – 6735 ● Fax: (203) 848 – 6734



C.N. WOOD of CONNECTICUT, LLC

ENVIRONMENTAL MAINTENANCE EQUIPMENT

August 22, 2016

**City Of Norwalk
DPW
Norwalk, CT**

We are pleased to quote you on the following:

ONE – New ELGIN "Pelican" Three Wheel High Dump Mechanical Street Sweeper complete with a John Deere Tier4f 74 HP diesel engine, hydrostatic drive, 3.6 cubic yard hopper, dual gutter brooms, dual in cab controls, belt type conveyor, 220 gallon poly water tank, painted standard white, and balance complete as per standard specifications and including:

- autolube
- lower roller cleanout
- am/fm radio
- air conditioner
- four (4) roof mounted strobe lights w/ mounting rails
- strokes in rear battery cover
- LED clearance / stop / turn / tail lights
- license plate holder front and rear
- engine precleaner
- dual limb guards
- greasable carbide dirt shoes
- 2.5# fire extinguisher
- Two (2) sets Elgin service / parts / operators manuals

F.O.B.: Norwalk, CT:.....\$ 200,000.00

PRICE FOR TWO UNITS:.....\$ 400,000.00

LESS TRADE-IN (2008 PELICAN S/N-NP0966D):.....DEDUCT:.....\$ 30,000.00

NET DELIVERED COST FOR TWO UNITS LESS TRADE-IN:.....\$ 370,000.00

DELIVERY: Approx. 30-60 days ARO

Please contact us if there are any questions regarding this quote.

Sincerely,

Ron Cookish

**Ron Cookish
Sales**

Mailing Address:

25 Bernhard Road ● North Haven, CT 06473

Office: (203) 848 – 6735 ● Fax: (203) 848 – 6734

CITY OF NORWALK
TECHNICAL SPECIFICATIONS
FOR
THREE WHEEL BROOM STREET SWEEPER WITH BELT CONVEYOR

1.0 INTENT

COMPLY____
Yes No

It is the intent of this specification to provide for the purchase or lease purchase of one (1) new and unused street sweeper having a three wheel configuration, belt conveyor, 3.6 cubic yard front high dumping hopper, hydrostatic transmission, and right and left side broom with variable down pressure controlled from cab.

The following specification is based upon an ELGIN PELICAN P street sweeper. The City's Public Works Department has evaluated different types of street sweepers and has determined that this product is best suited for the City's needs in safety, quality, performance, and standardization. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all sweepers bid will be compared.

In comparing proposals, consideration will not be confined to price only. The successful bidder will be one whose product is judged to best serve the interests of the town when standardization, price, product, safety, quality and delivery are considered. The City of Norwalk reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification.

2.0 EQUIVALENT PRODUCT

COMPLY____
Yes No

Bids will be accepted for consideration on any make or model that is equal or superior to the sweeper specified. Decisions of equivalency will be at the sole interpretation of the City of Norwalk's Department of Public Works. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal.

All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, if requested.

3.0 INTERPRETATIONS

COMPLY
Yes No

In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing to the City clerk. Based upon such inquiry, the city may choose to issue an Addendum.

COMPLY
Yes No

4.0 GENERAL

The specification herein states the minimum requirements of the Town. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City of Norwalk will consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the city to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES NO) will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

5.0 CHASSIS

COMPLY_
Yes No

- | | | | |
|-----|--|-------|-------|
| 5.1 | Configuration shall be three wheel, rear steer. Front steer configurations shall not be acceptable. | _____ | _____ |
| 5.2 | For safety, steering strut shall have dual tires. Single tire steer wheels shall not be acceptable in case of flat tire. | _____ | _____ |
| 5.3 | To protect the target vehicle receiving the hopper discharge, sweeper shall have permanently fixed heavy duty steel bumpers with rubber padding, capable of limiting the forward movement of the sweeper before the sweeper drive wheels or chassis can impact the target vehicle. | _____ | _____ |
| 5.4 | For maximum strength, chassis shall be fully welded; formed channel and boxed tube style. Bolt together chassis shall not be acceptable due to limited structural strength. | _____ | _____ |
| 5.5 | Chassis shall have front and rear tow hooks. | _____ | _____ |
| 5.6 | Engine compartment cover shall have two raising assist cylinders. | _____ | _____ |
| 5.7 | Rear axle shall be strut; incorporates single-sided swingarm suspension type, having a minimum capacity of 7,400lbs. | _____ | _____ |
| 5.8 | Front axles shall be stub type, each having a minimum capacity of 10,000 lbs. | _____ | _____ |

Unit shall be supplied with auto-lube

6.0 CHASSIS ENGINE

COMPLY_
Yes No

- | | | | |
|-----|--|-------|-------|
| 6.1 | Diesel engine shall be 4 cylinders, turbocharged, dynamically counter balanced, 276 cu/in. (John Deere 4045T or equal). Engine must be EPA Tier 4 "final" and CARB emission compliant and be capable of operating on biodiesel up to B20 | _____ | _____ |
| 6.2 | Power rating shall be 74 hp (55KW) @ 2400 RPM. | _____ | _____ |

- | | | | |
|------|---|-------|-------|
| 6.3 | Engine shall have ECU for throttle control and management of aftertreatment system. | _____ | _____ |
| 6.4 | Engine shall be rubber mounted. | _____ | _____ |
| 6.5 | For greater heat dissipation and lower cost of maintenance, engine shall have individually replaceable wet sleeve cylinder liners. | _____ | _____ |
| 6.6 | Air cleaner shall be dual element safety dry-type. | _____ | _____ |
| 6.7 | Anti-freeze/water mixture shall be rated at -20 degrees. | _____ | _____ |
| 6.8 | Diesel fuel tank shall have a minimum capacity of 35 U.S. gallons. | _____ | _____ |
| 6.9 | For operator safety in the event of engine cutout, steering system shall have a manual override. | _____ | _____ |
| 6.10 | An engine shutdown shall be included which protects against damage when either low oil pressure or high coolant temperature conditions occur. | _____ | _____ |

Unit shall be supplied with a pre-cleaner

7.0 HYDROSTATIC TRANSMISSION

COMPLY_
Yes No

- | | | | |
|-----|--|-------|-------|
| 7.1 | Pump shall be variable displacement with separate variable displacement wheel drive motors. | _____ | _____ |
| 7.2 | Power shall be evenly distributed through planetary torque hubs. | _____ | _____ |
| 7.3 | Power shall be transferred from wheel drive motors to planetary torque hubs without side loading. | _____ | _____ |
| 7.4 | Single foot pedal shall automatically produce required torque at a set pressure. | _____ | _____ |
| 7.5 | To prevent the possibility of contamination and the resulting damage to the transmission system, transmission shall be protected by 10 micron filter with cab restriction indicator. | _____ | _____ |
| 7.6 | Single foot pedal shall control both forward and reverse directions. | _____ | _____ |
| 7.7 | Hydrostatic transmission shall be computer controlled to optimize propel system to engine power. | _____ | _____ |

8.0 TIRES AND WHEELS

COMPLY_
Yes No

- | | | | |
|-----|--|-----|-----|
| 8.1 | Front drive tires shall be tubeless radial tires, 11R22.5 (Load range H) mounted on disc wheels. | ___ | ___ |
| 8.2 | Dual rear tires shall be tubeless radial tires, 10R17.5 (Load range H) mounted on disc wheels. | ___ | ___ |
| 8.3 | Sweeper shall be equipped with rear suspension, providing smooth ride for operation, while reducing chassis fatigue. | ___ | ___ |
| 8.4 | Rear suspension shall be single-sided swingarm type – design allows for ease of tire accessibility – utilizing heavy duty twin springcoils with shock absorbers – for superior dampening of ground input during operation. | ___ | ___ |

Unit shall be supplied with a spare tire/wheel for both front and rear

9.0 BRAKES

COMPLY_
Yes No

- | | | | |
|-----|--|-----|-----|
| 9.1 | Service brakes shall be full power, hydraulically applied, twin-caliper disk type. | ___ | ___ |
| 9.2 | For safety, the hydrostatic system shall be equipped with a priority relief valve to enable the sweeper to gradually coast to a stop when the accelerator pedal is released. The O has determined that systems that abruptly stop the sweeper by dynamically braking when the accelerator pedal is in the neutral position are potentially dangerous to our operators and following vehicles and will not be accepted. | ___ | ___ |
| 9.3 | For safety, loss of engine power shall not automatically engage brakes. | ___ | ___ |
| 9.4 | For safety, loss of hydraulic power shall not automatically engage brakes. | ___ | ___ |
| 9.5 | For safety, neither brake engagement nor disengagement shall be dependent upon the engine running. | ___ | ___ |
| 9.6 | For safety, neither brake engagement nor disengagement shall be dependent on any electrical circuit. | ___ | ___ |
| 9.7 | To safely provide redundancy, parking brake shall be positively and mechanically applied to drive axle. | ___ | ___ |
| 9.8 | Neither parking brake engagement nor disengagement shall be dependent on any electrical circuit. | ___ | ___ |

<u>10.0 CAB</u>		<u>COMPLY</u>	
		<u>Yes</u>	<u>No</u>
10.1	To maximize operator visibility, cab glass area shall be not less than 8,500 square inches.	_____	_____
10.2	For safety and maximum operator visibility, doors shall be all glass. The doors should be capable of latching completely sealed and 6" open for flow through ventilation.	_____	_____
10.3	Front windows shall be tinted. Front window area shall be a minimum of 2300 square inches for optimum forward visibility.	_____	_____
10.4	For safety, minimum cab visibility shall be approximately 360° without using mirrors.	_____	_____
10.5	For operator safety, cab doors shall be rear opening (hinged at front).	_____	_____
10.6	Cab interior environment shall be fully conditioned by filtered fresh air heater pressurizer / defroster and air conditioner (A/C) with adjustable vents.	_____	_____
10.7	Right-hand and left-hand seat shall be woven nylon cloth upholstered, foam cushioned bucket type with torsion suspension mounting and seat belts.	_____	_____
10.8	Sweeper shall include one (1) inside rear view mirror and two (2) outside west coast type mirrors.	_____	_____
10.9	To maximize operator visibility, outside mirrors shall be mounted forward of the cab enclosure.	_____	_____
10.10	For safety during night sweeping, rocker switches shall be internally illuminated so that they can be readily identified without the use of the cab dome light.	_____	_____
10.11	Windshield wiper shall be two speeds intermittent with washer.	_____	_____
10.12	Interior of cab shall be lined with acoustical insulation, have automotive type trim, and center console.	_____	_____
10.13	Dash shall be faced with soft molded plastic.	_____	_____
10.14	There shall be a soft textured steering wheel with center horn at the operator position with tilt and telescopic steering wheel for safer operation	_____	_____
10.15	Sweeper shall have an automatic electronic back-up alarm.	_____	_____
10.16	Sound levels within the cab shall not exceed OSHA standards.	_____	_____
10.17	Cab shall feature opening front opera windows to aid in flow through ventilation.	_____	_____
10.18	Doors and ignition shall be keyed alike.	_____	_____

Unit shall be supplied with an AM/FM radio

Unit shall be supplied with dual H.D. limb guards

<u>11.0 SIDE BROOMS</u>		<u>COMPLY</u>	
		<u>Yes</u>	<u>No</u>
11.1	Side broom shall be hydraulic, direct drive; vertical digger type mounted on right and left sides.	_____	_____
11.2	To provide flexibility for varying sweeping conditions, broom speed shall be variable, (90 RPM to 160 RPM), by operator from cab while moving independent of sweeping speed.	_____	_____
11.3	Broom down pressure shall be adjustable by operator from the cab while sweeping.	_____	_____
11.4	Each broom shall consist of four (4) replaceable plastic segments, filled with 26" long tempered wire.	_____	_____
11.5	Broom diameter shall be not less than 36", protruding not less than 13" beyond outside of tire while sweeping.	_____	_____

<u>12.0 MAIN BROOM</u>		<u>COMPLY</u>	
		<u>Yes</u>	<u>No</u>
12.1	Broom shall be hydraulic, direct drive, not less than 35" diameter and not less than 68" long.	_____	_____
12.2	To provide flexibility for varying sweeping conditions, broom speed shall be variable, (80 RPM to 140 RPM), by operator from cab while moving independent of sweeping speed.	_____	_____
12.3	Broom shall be prefab disposable type, filled with polypropylene.	_____	_____
12.4	Broom shall be double wrapped at both ends.	_____	_____
12.5	Sweeping path shall be not less than 8 feet wide with one gutter broom activated.	_____	_____
12.6	To protect the broom mechanism, the main broom shall raise automatically when the sweeper is reversed. The broom will return to its sweep position and set down pressure when a forward direction is resumed.	_____	_____

13.0 CONVEYOR

COMPLY_
Yes No

- | | | | |
|------|---|-------|-------|
| 13.1 | Conveyor with Chevron style cleats and sipes shall be hydraulically driven and able to load hopper to 100% of rated useable capacity. | _____ | _____ |
| 13.2 | Conveyor shall be reversible in direction without stopping or reversing any broom. | _____ | _____ |
| 13.3 | Conveyor shall be capable of effectively sweeping debris of varying sizes (from large bulky trash 6" in height to fine sand) without the need to make any adjustments to the conveyor system. | _____ | _____ |
| 13.4 | To reduce wear on all conveyance components, a conveyor belt having molded Chevron style cleats and sipes shall carry, not drag, debris to the hopper. | _____ | _____ |
| 13.5 | To protect the broom mechanism, the main broom shall raise automatically when the sweeper is reversed. The broom will return to its position and down pressure when a forward direction is resumed. | _____ | _____ |

Unit shall be supplied with a lower roller cleanout

14.0 HOPPER

COMPLY_
Yes No

- | | | | |
|------|--|-------|-------|
| 14.1 | For safety, the hopper shall be front dumping, allowing an operator to observe the dump target and surrounding area at all times from the cab, without the use of mirrors. | _____ | _____ |
| 14.2 | Hopper shall dump at varying heights ranging from ground level through a height of 9-1/2 feet. | _____ | _____ |
| 14.3 | Hopper shall have a dumping reach of 33 in. forward. | _____ | _____ |
| 14.4 | To extend wear life, tilt arm bearings shall be permanantly - lube Teflon impregnated composite. | _____ | _____ |
| 14.5 | Dump cycle shall be not more than 60 seconds. | _____ | _____ |
| 14.6 | Volumetric capacity shall be not less than 3.6 cubic yards, useable capacity not less than 3.5 cubic yards. | _____ | _____ |

15.0 WATER SYSTEM

COMPLY_
Yes No

- | | | | |
|------|---|-------|-------|
| 15.1 | Tank capacity shall be not less than 220 U.S. gallons. | _____ | _____ |
| 15.2 | Tank shall be constructed of non-rusting material (polyethylene or equal) | _____ | _____ |

STATE TANK CONSTRUCTION: _____

- | | | | |
|------|---|-------|-------|
| 15.3 | Pump shall be a 5 chamber diaphragm pump that is self priming and capable of running dry. | _____ | _____ |
| 15.4 | Water fill gauge shall be visible from normal operating position. | _____ | _____ |
| 15.5 | Sweeper shall be equipped with an automatic internal hopper/conveyor flush and wash down system. | _____ | _____ |
| 15.6 | Water fill hose shall be not less than 16'8" in length, equipped with 2-1/2" NST hydrant coupler. | _____ | _____ |
| 15.7 | Storage basket shall be provided for fill hose. | _____ | _____ |

16.0 HYDRAULIC SYSTEM

COMPLY
Yes **No**

- | | | | |
|-------|--|-------|-------|
| 16.1 | Power shall be provided by shaft and gear driven pumps. | _____ | _____ |
| 16.2 | Hydraulic reservoir shall be not less than 33 gallons, baffled and with sight gauge. | _____ | _____ |
| 16.3 | Test ports shall be at staggered height, including individual ports for sweeping functions, hopper functions and propulsion. | _____ | _____ |
| 16.4 | To prevent contamination of the reservoir during the dump cycle, the reservoir vent shall be equipped with 10 micron, spin on filter. | _____ | _____ |
| 16.5 | To prevent the possibility of contamination and the resulting damage to the hydraulic system, suction lines for drive to have 10 micron filter with cab mounted restriction indicator. | _____ | _____ |
| 16.6 | To prevent the possibility of contamination and the resulting damage to the hydraulic system, return lines for drive to have 10 micron filter with cab mounted restriction indicator. | _____ | _____ |
| 16.7 | To prevent contamination of the reservoir when adding hydraulic fluid, all oil added shall pass through a 10 micron filter located within the fill spout. | _____ | _____ |
| 16.8 | To maximize cooling efficiency and permit thorough cleaning, the hydraulic cooler shall be mounted along side the water radiator. | _____ | _____ |
| 16.9 | Cooler shall be protected by a 125 PSI bypass valve. | _____ | _____ |
| 16.10 | To minimize environmental damage caused by leaking hydraulic fittings, all pressure hydraulic fittings shall be flat-face "O" ring or "O" ring boss type. | _____ | _____ |
| 16.11 | All circuits shall have quick-disconnect check ports. | _____ | _____ |
| 16.12 | A warning indicator shall be supplied to warn operator if the | _____ | _____ |

hydraulic oil in the reservoir falls below the acceptable level required.

<u>17.0 ELECTRICAL</u>		<u>COMPLY</u>	
		<u>Yes</u>	<u>No</u>
17.1	Unitized alternator/regulator shall be not less than 120 ampere.	_____	_____
17.2	Battery shall be maintenance free, 12 volt, 180 minimum reserve, 925 CCA.	_____	_____
17.3	For safety, all electrical circuits shall be protected with automatically self-resetting circuit breakers which do not require any action by the operator to reset.	_____	_____
17.4	All lighting shall be D.O.T. approved including combination stop and tail lights, sealed multiple beam headlights, high beam - low beam switch, adjustable side broom spotlights, illuminated gauges and instrument panel, internally illuminated rocker switches, self canceling directional signals, and hazard switch.	_____	_____
17.5	For ease of electrical "trouble shooting", all wiring shall be harnessed, identified by color coded and word coded wires (i.e. "Ignition", "Headlight" etc.)	_____	_____
17.6	All terminals shall be properly crimped and splices ultrasonically welded.	_____	_____
17.7	To prevent deterioration from oxidation all electrical splices shall be fully and completely insulated with heat shrinkable tubing.	_____	_____
17.8	All electrical connections shall be sealed with weatherproof, polarized connectors.	_____	_____
17.9	Electrical system shall have complete plug-in diagnostics that includes fault codes and troubleshooting.	_____	_____

Unit shall be supplied with four roof bar mounted LED strobe lights

Unit shall be supplied with dual LED strobe lights mounted in lower rear frame

<u>18.0 CONTROLS</u>		<u>COMPLY</u>	
		<u>Yes</u>	<u>No</u>
18.1	All sweeper controls shall be mounted on a central control console with locking ignition for use from either right or left positions. This allows the operator to view all important information from either operating position.	_____	_____

- | | | | |
|------|---|-----|-----|
| 18.2 | The controls shall include all sweep, spray water, and lighting functions. | ___ | ___ |
| 18.3 | The controls for sweep, spray water (if equipped with a water system), and lighting functions shall be conventional rocker switches. | ___ | ___ |
| 18.4 | Rocker switches shall be clearly identified by name and international symbol. | ___ | ___ |
| 18.5 | Hydraulic functions shall be controlled by electric rocker switches. | ___ | ___ |
| 18.6 | Hopper dump functions shall be controlled by a single "joy" stick that meets the SAE standard. Multiple levers shall not be acceptable. | ___ | ___ |

19.0 INSTRUMENTS

COMPLY_
Yes No

- | | | | |
|------|---|-----|-----|
| 19.1 | Instrument panel shall be full vision illuminated with tachometer, hour meter, speedometer, odometer, fuel gauge, hydrostatic oil temperature gauge, water temperature gauge, oil pressure gauge, voltmeter gauge, hydraulic filter/drive filter indicator and engine air intake restriction indicator. | ___ | ___ |
| 19.2 | An automatic rear view camera with full color 5.6" LCD monitor shall be provided. Camera shall monitor display the area behind the sweeper whenever the sweeper is moving in reverse. The display shall be selectable to allow continuous rear view at all times. The display shall have an additional camera input to allow future expansion of additional cameras. The camera shall be equipped with infra red lamps to allow night vision. | ___ | ___ |

20.0 PAINT

COMPLY_
Yes No

- | | | | |
|------|---|-----|-----|
| 20.1 | All visible exterior metallic surfaces shall be coated prior to assembly with polyester powder coat. The paint must be a minimum of 2 mils thick. The uses of acrylic enamels and/or polyurethane's are not acceptable. | ___ | ___ |
| 20.2 | Color shall be the City of Norwalk's color of "White". | ___ | ___ |
| 20.3 | Vehicle shall have an accent color of Grey on the lower portions of the unit. | ___ | ___ |

21.0 MANUALS

COMPLY_
Yes No

21.1 A parts, service, and operation manual shall be provided.

21.2 An engine parts and service manual shall be provided.

22.0 WARRANTY

COMPLY_
Yes No

22.1 Manufacturer's warranty shall be not less than one (1) year on entire vehicle.

22.2 Bidders submitting literature stating warranties which do not fully comply with warranty requirements of this specification must submit a letter from the manufacturer certifying warranty compliance as an integral part of their proposal. Failure to comply may cause the proposal to be deemed "non-responsive" and rejected without further review.

23.0 SERVICE AND TRAINING

COMPLY_
Yes No

23.1 Vendors shall have a full parts and service facility within a reasonable distance from the City Garage. State location and distance.

23.2 A qualified technician shall provide complete training to 30 personnel at the City Garage. Training shall include safety, operation, maintenance and service. Training shall be scheduled by the City and shall include a minimum of seven full days.

24.0 DELIVERY

COMPLY_
Yes No

24.1 Sweeper shall be delivered F.O.B. City in new operating condition.

24.2 Acceptance shall be subject to the inspection and approval of the Town.

24.3 Bidder shall state delivery time after receipt of order:

25.0 REFERENCES

25.1 Bidder shall state the length of time in service as an authorized dealer for the product being proposed.

25.2 Bidder shall submit the name, address, responsible party and phone number of not less than ten (10) municipal owners of comparable models (including having an identical debris conveyance system) to that being offered, who have used such models over a ten year span. If none, state so.

26.0 QUALITY

26.1 Sweeper shall be manufactured by a company with a registered quality standard no less than ISO 9001. _____

27.0 EXCEPTIONS AND DEVIATIONS

Bidder shall fully describe every variance, exception and/or deviation. Additional sheets may be used if required.

waive the formalities in the bidding and/or reject any unqualified bids. Turner Construction Company and The Town of Wilton are equal opportunity employers. The Town of Wilton requires an affirmative action policy for all of its Contractors and Vendors as a condition of doing business with the Town, as per Federal Executive Order 11246.

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Public Works Committee of the Norwalk Common Council will hold a Public Hearing of Necessity for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesterly boundary of the property located at 1 Bates Court (Tax Lot 2-53-5-0) and heading south to the southerly terminus as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, at a scale of 1" = 20' on file in the Department of Public Works for a fee of \$14,400.00. The Public Hearing of Necessity shall be conducted in order to hear all parties interested in commenting on the necessity of the proposed abandonment and to take such action on said application for abandonment that the committee may be deemed advisable. The Public Hearing is scheduled for Tuesday, September 6, 2016 at 7:00 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

Dated this 18th Day of August, 2016, at Norwalk Connecticut

ATTEST: Donna I. King, City Clerk

VEHICLES FOR SALE

2001 CHRYSLER Concord, 145K mileage, \$1500. Call Albert at 203-945-7417.

Toyota Avalon, '97
SINGLE OWNER, 157k mls., Grey AC, AUTO, PS, Sun Roof, \$2200
203-762-2662.

GENERAL HELP WANTED

F/T PROCEDURE SCHEDULER
Needed for busy, multi-specialty office. Must have 1 year of experience in a medical office as a receptionist/ appointment scheduler.

INDEPENDENT CONTRACTOR
delivery routes available in the towns of Norwalk, Weston, and New Canaan. Make some great extra money while not interfering with your daily schedule. Work a few hours in the early morning, 7 days a week making newspaper deliveries. You must have a reliable vehicle and a valid driver's license & insurance. If you are interested or would like more information, please call 203-270-0763

Lab Assistant / Phlebotomist
for busy multi specialty office. Lab analyzer experience a plus. Fax resume to 203-845-9168

**FIND YOUR NEXT
BEST FRIEND HERE!**



GENERAL HELP WANTED

MAINTENANCE ELECTRICIAN/MECHANIC

Perform routine maintenance and emergency repair on all press-room & auxiliary equipment. Assist Facilities Manager in maintenance of building mechanical equipments (compressors, air dryers, HVAC, etc.) and regular building maintenance to create a safe and productive work environment as needed. Develop, maintain and implement a formal maintenance program. Analyze, develop and design needed electrical parts to enhance production equipment efficiency and life span, troubleshoot and repair complex electrical systems on all production related equipment. Determine the cause of electrical failures and make recommendations as to the continued safe operation of the equipment.

REQUIREMENTS

- *High School Graduate
- *Electrical certification required; HVAC Certification preferred
- *5 years pressroom electrical & mechanical experience - specific equipment: Goss metro
- *2-5 years general facilities maintenance experience
- *Excellent project management skills: ability to multi-task, meet deadlines
- *Knowledgeable in Excel & ability to manage work within budget requirements
- *Excellent communication skills and the ability to work with all levels of employees.
- *Must be able to work a flexible schedule, M-F, and be on call as required.
- *Must have reliable transportation

OTHER

*On call pay will be a minimum pay of 2 hours when called into work. After 2 hours, pay will be for actual hours worked. An employee may elect comp time in lieu of pay provided it is taken within the same week.

Email resumes to
Jobs@hearstmediact.com

MEAT HELP

Wanted FT/PT, Exp'd pret. willing to train. Call Glen 203-845-0026 Cranbury Market Norwalk

Medical Receptionist

Needed for busy multi-specialty practice. FT/Benefits. 1 yr similar experience req. Fax resume to 203-845-9168.

RADIOLOGIC TECHNOLOGIST

Needed for P/T for Norwalk physician's office to work every other Sun. from 11a-3p and approx. 4 hours Wed. or Fri. Must be able to work independently. Flexibility to cover other shifts as needed a plus. Current CT License is required. Fax Resume to 203-845-9168.

HOUSES FOR SALE



3 BR, 2 BA Single Family Home, beautifully remodeled, 1376 sq. ft, 9 Morton St., Norwalk, looking to sell immediately, \$379,000 203-331-7089.

HOUSES FOR SALE WILTON

WILTON CANNONDALE HOUSE.
Near station. 2 acres. Open plan Lvg RM/ DR. 5 BDRMS/3 Bths. In-Law Apt. Screened Porch. 3 car garage w/ loft. Need TLC. Borders Land Trust space. \$750,000 Additional Land available.(203)228-8967

ROOMS FOR RENT

W.NWLK.1 BR \$1300, efficiency, work/storage, \$1250 Eff./ View \$1000, RMS \$550, PLS. PHN. 203-866-7840

APARTMENTS FOR RENT

1 BR APT Bright & sunny, convenient location, extra storage. No smoking/pets. Rats & security. \$1150/mo+ utilities. 203-838-7306.

NORWALK- BEAUTIFUL 1 BD apt.
all utilities incld, \$1300, good area, private, 750 sq. ft. 203-226-0534

RENTAL INFORMATION

BOAT OR CAR PARKING
SPACE on level lot at private home. \$85/mo (203) 847-4171.

The City also offers Norwalk, CT, identified 28 quantity property Greyrock at Oyster property described suffix MSA 1, 2, 3, 39, and each more. Also, 24 quantity property East Greyrock LL described as 10 Ph 1, 2, 3, 6, 7, 8, 9, 10, described in the Norwalk City sold a total sold on July 18, 2017 (units) to: Dennis B 1 St John Street, Norwalk on the above slips adjourned until Wednesday, July 27, 2016, and 32 (total of five and 24 to: Milan P 100 Warren Street Avenue, Yonkers, 06878. MSA 22 to C Old Church Lane, Norwalk. The redemption period January 27, 2017. January 18, 2017. The remaining 11 units were advised of the City made no representation. The City of Norwalk, Dated at Norwalk, Lisa Blagarelli, CC



CLASSIFIED

MARKETPLACE

203-354-1100

classified@thehour.com

Hours: 8:30 a.m.-5:00 p.m., M-F • Major Credit Cards Accepted

Legal Notice • City of Norwalk, Connecticut
NOTICE SUBSEQUENT TO SALE OF REAL ESTATE FOR TAXES
MONDAY, JULY 18, 2016 & WEDNESDAY, JULY 27, 2016

Conn. Gen. Stat. 12-157 (1949 rev.), s.1838; PA 82-141 (3,4); PA 84-146 (9); PA 95-228 (3,15); PA 96-180 (21,166); PA 97-139 (f); PA 99-283 (4,10); PA 02-103 (37); PA 13-276 (30); PA 14-139 (3); PA 15-156 (5). Tax Collector of the City of Norwalk, Connecticut: Having made lawful demand for the payment of taxes and other charges due me as the Tax Collector of the City of Norwalk, and payment having been neglected and refused, I SOLD AT PUBLIC AUCTION the following described properties, separately, to satisfy taxes, interest and all charges accrued thereon. SAID SALE took place in the Norwalk Concert Hall, 125 East Avenue, Norwalk, Connecticut, on Monday, July 21, 2014 beginning on or about 5 pm. The sale was adjourned and rescheduled to Wednesday July 27, 2016 at 3 pm on 25 marina slip units. Details of both sales are published here. The Tax Collector's Office collected \$4.2 million from November 2015 to July 2016 on properties included in the sale.

THE REDEMPTION PERIOD FOR THE FOLLOWING PROPERTIES WILL EXPIRE ON WEDNESDAY, JANUARY 18, 2017, with the exception of the 14 marina slip units that were sold on July 27, 2016. For those 14 marina slip units only, the redemption period expires on FRIDAY, JANUARY 27, 2017.

IF REDEMPTION DOES NOT TAKE PLACE BY THE DATES SPECIFIED ABOVE, AND IN THE MANNER PROVIDED BY LAW, THE DELINQUENT TAXPAYER, AND ALL MORTGAGEES, LIENHOLDERS AND OTHER RECORD ENCUMBRANCERS WHO HAVE RECEIVED ACTUAL OR CONSTRUCTIVE NOTICE OF SUCH SALE AS PROVIDED BY LAW, SHALL HAVE THEIR RESPECTIVE TITLES, MORTGAGES, LIENS, RESTRAINTS ON ALIENATION, AND OTHER ENCUMBRANCES IN SUCH PROPERTY EXTINGUISHED. DEEDS WILL BE FILED ON JANUARY 19, 2017, and on JANUARY 27, 2017. Additional information may be found in section 12-157 of the Connecticut General Statutes. Tax sale results were finalized once bids were perfected and the City received final payment of the purchase price. Note that the City of Norwalk does NOT keep the overbid, regardless of what happens with the property. Properties were offered and sold as follows:

- (1.) Property assessed from 10/01/2012 through 10/01/2015, presently in the name of Alston, Phyllis J, to satisfy taxes, interest and other charges of \$24,585. Property described as 30 June Avenue, Parcel ID # 5-56-166-0, and more fully described in the Norwalk Land Records, Vol. 7884 Page 192. Purchase price: \$160,000. Successful bidder: A1Z7 LLC, 494 Bridgeport Avenue, Suite 101-308, Shelton, CT 06484.
- (2.) Property assessed from 10/01/2007 through 10/01/2015, presently in the name of Avdiu, Hasim, to satisfy taxes, interest and other charges of \$99,461. Property described as 10 1/2 Ridge Farms Road (land only), Parcel ID # 5-64-411-0, and more fully described in the Norwalk Land Records, Vol. 6391 Page 317. There were no bids. The City of Norwalk will acquire the property in lieu of taxes.
- (3.) Property assessed from 10/01/2013 through 10/01/2015, presently in the name of Boianos, Victor, to satisfy taxes, interest and other charges of \$11,519. Property described as 27 North Taylor Avenue #4, Parcel ID # 5-64-123-4, and more fully described in the Norwalk Land Records, Vol. 7889 Page 144. Purchase price: \$25,000. Successful bidder: Claire E Garbera, 27 Marlborough Road, Norwalk, CT 06851. Property was subsequently redeemed.
- (4.) Property assessed from 10/01/2010 through 10/01/2015, presently in the name of (formerly) Cameron, Carmen Est; now Chambers, Elizabeth et alia, to satisfy taxes, interest and other charges of \$40,811. Property described as 6 Center Avenue, Parcel ID # 1-88-15-0, and more fully described in the Norwalk Land Records, Vol. 7073 Page 270. Purchase price: \$170,000. Successful bidder: Maria M Ramos, 56 Wolfpit Avenue Unit 3A Norwalk, CT 06851.
- (5.) Property assessed from 10/01/2012 through 10/01/2015, presently in the name of Carter, Karen L, to satisfy taxes, interest and other charges of \$16,082. Property described as 9 Hamilton Avenue #2, Parcel ID # 2-48-52-2, and more fully described in the Norwalk Land Records, Vol. 4048 Page 218. Purchase price: \$80,000. Successful bidder: Alfred H Wechselberger, 77 Glenbrook Road #102, Stamford, CT 06902.
- (6.) Property assessed from 10/01/2011 through 10/01/2015, presently in the name of Conneally, Luke, to satisfy taxes, interest and other charges of \$25,161. Property described as 22 Southwind Drive (land only), Parcel ID # 5-58-380-0, and more fully described in the Norwalk Land Records, Vol. 7264 Page 124. Purchase price: \$25,000. Successful bidder: Alfred H Wechselberger, 77 Glenbrook Road #102, Stamford, CT 06902.

PUBLIC NOTICES

INVITATION TO BID

The Town of Wilton and Turner Construction Company invite all interested bidders to submit sealed lump sum bids for the Miller Driscoll School Extension and Alterations. Project located in Wilton, CT for the following Bid packages.

BP#	Description DAS	required
24	Final Cleaning	n/a

NOTE: Bid packages that the Construction Manager estimates are greater or \$500,000 are marked with an asterisk (*). For these packages, prospective bidders must be pre-qualified by State of Connecticut Department of Administrative Services (DAS) for the classification of work indicated.

The contractor shall hold a current "DAS" Contractor Prequalification Certificate* (not a predetermination letter) from the Department of Administrative Services of the State of Connecticut according to Connecticut General Statutes Section 4a-100, 4b-101 and 4b-91. Bidders shall submit with their bids, unless noted otherwise, a current "DAS" Contractor Prequalification Certificate* along with a current "Update (bid) Statement of Intent" to submit those items with the bid will result in disqualification of the bidder. If you have any questions regarding these requirements contact the State of CT, DAS, at telephone number 880-713-5280 or visit their web site at www.das.state.ct.us.

Sealed Bids: will be received at the Office of the First Selectman, Town Hall, 238 Danbury Road, Wilton Connecticut 06897, for the Extension and Alterations to Miller Driscoll Elementary School located in Wilton, CT until 2:00 p.m. on Wednesday July 20, 2016 at which time and place said bids will be opened publicly and read aloud. Bids may be hand delivered to the above address or directed by U.S. Mail to said office at First Selectman, Town Hall, 238 Danbury Road, Wilton Connecticut 06897.

Pre-Bid Conference: There will be a MANDATORY prebid conference at the jobsite Wednesday July 13, 2016 at 2:30 pm at the Miller Driscoll Elementary School located at 917 Wilton Rd Wilton CT

PUBLIC NOTICES

Invitation to Bid - Environmental Abatement Services

The Open Door Shelter will accept sealed bids for lead paint and asbestos abatement services for property located at 2 Merritt Place in Norwalk, CT 06854. Bid packages may be picked up in person from Frank Concepcion at The Open Door Shelter at 4 Merritt Street in Norwalk or at the offices of the PAC Group LLC at 126 South Main Street, Torrington, CT 06790. Bid packages will not be mailed to contractors. A bid bond of 10% must accompany the bid. The project will be subject to Federal Davis Bacon Wage Rate requirements. Preference may be given to certified Section 3 contractors whose bid is within 10% of the lowest bid. A pre-bid conference walk-thru will be held at the property at 10:00 a.m. Tuesday, August 30, 2016. Bids will be due at The Open Door Shelter no later than 12:00 noon on Tuesday, September 13, 2016. All questions should be forwarded to the project's Construction Manager, PAC Group LLC at 860-485-9363.

Notice of Application

This is to give notice that I, ANSHU VIDYARTHIL 18 ARCADIA RD OLD GREENWICH, CT 06870-1721

on the report of a week ago. Big porgies everywhere and hitting a wide range of its including clams, squid and spearing. Like fishing has slowed a bit but lots of ports and the occasional keeper fluke continue to make prospects for the big fish interesting. Black sea bass continue make their presence know. They're mostly down deep now, but continue to pond in good numbers. We're hoping at these cooler nights will see a pickup in activity for all species.

Harbor blues are also showing up everywhere in good numbers with hard plastic es accounting for most catches. Swimmers, poppers and metal all work well. Striped bass fishing is pretty much a half-time and dawn proposition with a few keepers being caught on chunks around the Islands.

Add in some weakfish catches and a scattering of northern kingfish and it adds to some good end-of-summer fishing. Capt. Sal Tardella tells us that, with July temperatures climbing into the 90s for the last two weeks, local weather forecasts have included chances of thunderstorms on a regular basis, so he's had to plan his fish strategy to deal with the possibility of lightning and heavy rains throughout several of last week's trips.

He went out on Saturday with Richard and his son, Jack — along with his other and nephew, Joe, and Shane Cardillo Danbury residents. High winds kept Bonnie rocking and rolling, and Tardella was keeping track of an angry sky. I had to stay close to shore for most of trip. His passengers, however, managed to bring in 20 porgies, with six keepers among them, as well as two bluefish and a small fluke and sea bass.

Sunday's trip was with Dr. Scott Berger of Kisco, N.Y., and his son Jordan — along with Jordan's cousins visiting from Maryland — Justin and Sofia Berger. It was a hot day with threatening weather, and skipper had to curtail the trip a bit early as Justin was getting sea sick when they moved through deeper waters.

Everyone shared in the fun of bringing porgies, fluke, blues and sea robins.

On Tuesday, Tardella left the dock at 8 a.m. with Newtown residents, Valerie Frate and her daughter, Shane, 12. My Bonnie was a beeline for the middle of the Sound, where the ladies jigged up some bluefish, and when the tide slowed down Tardella moved to another area and fished for porgies and sea bass and caught a lot of each.

nity employers. The Town of Wilton requires an affirmative action policy for all of its Contractors and Vendors as a condition of doing business with the Town, as per Federal Executive Order 11246.

OFFICE OF LONG ISLAND SOUND PROGRAMS

**Notice of Coastal Consistency Review
State of Connecticut**

Public Sale of Greens Ledge Light, Norwalk

The Department of Energy and Environmental Protection has received a request submitted by the Property Disposal Division of the General Services Administration ("the applicant") pursuant to Section 307(c)(1) of the Coastal Zone Management Act to review the proposed conveyance of excess federal property known as the Greens Ledge Light for consistency with the enforceable policies of Connecticut's federally approved Coastal Management Program as contained in Sections 22a-90 through 22a-112 of the Connecticut General Statutes.

The applicant is proposing to transfer the Greens Ledge Light from the United States to the winner of an online auction pursuant to the provisions of the National Historic Lighthouse Preservation Act of 2000 ("NHLPA"), codified at 16 USC 470w-8. The NHLPA makes historic lighthouse properties that are excess to the needs of the U.S. Coast Guard ("USCG") available for sale to private parties, subject to continued operation of the Federal Aid to Navigation and to historic protection covenants.

Interested persons may obtain copies of the proposed measures from Ms. Meta Cushing, General Services Administration, Office of Utilization and Disposal, Thomas P. O'Neill Federal Building, 10 Causeway Street Room 1010, Boston MA 02222. A summary of the applicant's proposal is also available for inspection at the Office of Long Island Sound Programs, Department of Energy and Environmental Protection, 79 Elm Street, Hartford, from 8:30 a.m. - 4:30 p.m., Monday through Friday.

All interested parties are invited to express their views on this action. Written comments must be submitted to the Department no later than September 9, 2016. Comments or questions regarding this notice should be directed to David Blatt by mail at Connecticut Department of Energy and Environmental Protection, Office of Long Island Sound Programs, 79 Elm Street, Hartford, CT 06106-5127, by phone at 860-424-3610 or by email at David.Blatt@ct.gov.

The Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to the requirements of the Americans with Disabilities Act. To request an accommodation, call 860-424-3194, or deep.hrmed@ct.gov.

August 24, 2016

Approved by: Brian P. Thompson, Director

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Public Works Committee of the Norwalk Common Council will hold a Public Hearing of Necessity for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesterly boundary of the property located at 1 Bates Court (Tax Lot 2-53-5-0) and heading south to the southerly terminus as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, at a scale of 1" = 20' on file in the Department of Public Works for a fee of \$14,400.00. The Public Hearing of Necessity shall be conducted in order to hear all parties interested in commenting on the necessity of the proposed abandonment and to take such action on said application for abandonment that the committee may be deemed advisable. The Public Hearing is scheduled for Tuesday, September 6, 2016 at 7:00 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

Dated this 18th Day of August, 2016, at Norwalk Connecticut

ATTEST: Donna I. King, City Clerk

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so much work. More Jobs
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VEHICLES FOR SALE

**2001 CHRYSLER Concord, 145K
mileage, \$1500. Call Albert at 203-
945-7417.**

**Toyota Avalon, '97
SINGLE OWNER, 157k mls., Grey
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GENERAL HELP WANTED

F/T PROCEDURE SCHEDULER
Needed for busy, multi- specialty
office. Must have 1 year of experi-
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receptionist/ appointment schedu-
ler. Fax resume: 203-845-9168

Lab Assistant / Phlebotomist
for busy multi specialty office.
Lab analyzer experience a plus.
Fax resume to 203-845-9168

**MAINTENANCE
ELECTRICIAN/MECHANIC**

Perform routine maintenance and
emergency repair on all press-
room & auxiliary equipment.
Assist Facilities Manager in main-
tenance of building mechanical
equipment (compressors, air
dryers, HVAC, etc.) and regular
building maintenance to create a
safe and productive work environ-
ment as needed. Develop, main-
tain and implement a formal main-
tenance program. Analyze, devel-
op and design needed electrical
parts to enhance production
equipment efficiency and life
span, troubleshoot and repair
complex electrical systems on all
production related equipment.
Determine the cause of electrical
failures and make recommenda-
tions as to the continued safe
operation of the equipment.

REQUIREMENTS
"High School Graduate
"Electrical certification required;
HVAC Certification preferred
"5 years pressroom electrical &
mechanical experience - specific
equipment: Goss metro
"2-5 years general facilities main-
tenance experience
"Excellent project management
skills: ability to multi-task, meet
deadlines
"Knowledgeable in Excel & ability
to manage work within budget
requirements
"Excellent communication skills
and the ability to work with all
levels of employees.
"Must be able to work a flexible
schedule, M-F, and be on call as
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"Must have reliable transportation

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Email resumes to
Jobs@hearstmediacom

1 BR APT Bright & sunny, conven-

APARTMENTS FOR RENT

HOUSES FOR SALE

**GENERAL HELP WANTED
INDEPENDENT CONTRACTOR**

The Hour

CLASSIFIED
MARKETPLACE

203-354-1100

classified@thehour.com

Hours: 8:30 a.m.-5:00 p.m., M-F • Major Credit Cards Accepted

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24	Final Cleaning		n/a

NOTE: Bid packages that the Construction Manager estimates are greater than \$500,000 are marked with an asterisk (*). For these packages, prospective bidders must be pre-qualified by State of Connecticut Department of Administrative Services (DAS) for the classification of work indicated.

The contractor shall hold a current "DAS" Contractor Prequalification Certificate" (not a predetermination letter) from the Department of Administrative Services of the State of Connecticut according to Connecticut General Statutes Section 4a-100, 4b-101 and 4b-91. Bidders shall submit with their bids, unless noted otherwise, a current "DAS Contractor Prequalification Certificate" along with a current "Update (bid) Statement". Failure to submit those items with the bid will result in disqualification of the bidder. If you have any questions regarding these requirements contact the State of CT.DAS, at telephone number 860-713-5280 or visit their web site at www.das.state.ct.us.

Sealed Bids: will be received at the Office of the First Selectman, Town Hall, 236 Danbury Road, Wilton Connecticut 06897, for the Extensions and Alterations to Miller Driscoll Elementary School located in Wilton, CT until 2:00 p.m. on Wednesday July 20, 2016 at which time and place said bids will be opened publicly and read aloud. Bids may be hand delivered to the above address or directed by U.S. Mail to said office at First Selectman, Town Hall, 236 Danbury Road, Wilton Connecticut 06897

Pre-Bid Conference: There will be a MANDATORY prebid conference at the jobsite Wednesday July 13, 2016 at 2:30 pm at the Miller Driscoll Elementary School located at 217 Wolfpit Rd, Wilton, CT 06897.

Bid Documents: Documents will be available beginning June 29, 2016. Drawings can be purchased at a cost to you from Burke Reprographics. You may call your order to Burke Reprographics at (203) 592-5714, or email Mr. Brian Burke at Brian@Burkereprographics.com.

To view or download Bid Documents thru the Turner Construction Building Connected FTP site, at no cost to you, please email request to the attention of Mary Ann Bldga (mbldga@tcco.com). NOTE: Access may take 24 hours from receipt of your request.

Request for Information All questions must be emailed on the Bidders Inquiry Form to Ms. Jennifer Sylvia at jsylvia@tcco.com (email) using the BQ (Bidders Question) form included within the bid documents. Questions received verbally will not be answered. No questions will be accepted after Friday July 15 at 4:00 PM.

PUBLIC NOTICES

PERMIT NOTIFICATION

APPLICANT: Nhung Thikim Tranly
23 County Street
Norwalk, CT 06851

PROPERTY: 23 County Street,
Norwalk, CT
District 5, Block 6, Lot 152

ACTIVITY: Construction of a one story addition to single family residence adjacent to a wetland and watercourse.

DECISION: Permit #D16-439
APPROVED with conditions

The full record of this action is available for public review at the Conservation Office, Room 215, City Hall, 125 East Avenue, Norwalk, CT.

PROBATE NOTICES

NOTICE TO CREDITORS

ESTATE OF Ida A. Vallerie, AKA
Ida Flore Vallerie
Deceased

The Hon. Anthony J. DePanfills, Judge of the Court of Probate, District of Norwalk - Wilton Probate Court, by decree dated August 19, 2016, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of rights to recover on such claim.

Diane Ely, Chief Clerk

The fiduciary is:

Rose L. Bernheim, 20 Greenhill Road, Norwalk, CT 06850

NOTICE TO CREDITORS

ESTATE OF Randi Bowman

The Hon. Anthony J. DePanfills, Judge of the Court of Probate, District of Norwalk - Wilton Probate Court, by decree dated August 19, 2016, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of rights to recover on such claim.

Fishes are fun

Ellington. My advice is to give trout fishing a rest for a week or two until waters can cool and maybe some needed rain can change things for the better.

In the meantime, fresh-water fishing for other species is doing quite well.

Deep Inland report

LARGEMOUTH BASS fishing is generally reported as fair to good (with a few tough spots). Night fishing is productive. Fry black jitterbugs and surface poppers.

SMALLMOUTH BASS catches were reported from Candlewood Lake, Housatonic River (Upper), Naugatuck River, Lake McDonough, Lake Zoar and Lake Lillinah. Housatonic River smallmouth fishing has been good.

CARP were caught in Lake Zoar, Hanover Pond, Batterson Park Pond, and Aspinook Pond, and the Lower Housatonic River (New Milford).

KOKANEE SALMON catches were reported from East Twin Lake (early morning) and West Hill Pond (early night fishing with corn, south end). Target 30-35 feet with down riggers on beads.

Decent **NORTHERN PIKE** came from Mansfield Hollow Reservoir, Quaddick Reservoir, and CT River.

Good fishing is ongoing in our **CATFISH** Management Lakes including: Keeney Park Pond (Hartford), Black Pond (Middlefield), Spaulding Pond (Norwich) and Silver Lake (Meriden).

PANFISH has been excellent this season so far. For some great summer time fun try shore fishing in shallow areas. This simple and inexpensive method is the best way to get into them, small grubs, worms or shiners and bobber will put fish in your creel. Both small local ponds and larger waters work great. Areas reporting action include Wood Creek Pond, Tyler Lake, Lake Hayward, Morey Pond, Peck Pond, Crescent Lake (Southington), West Side Pond, Freshwater Pond, Dog Pond and Zeiner Pond.

TROUT, LAKES AND PONDS Some lakes are still producing fair to good fishing, with reports from Lake McDonough (orange/silver Flash Kings at 7 colors, near outlet), East Twin Lake (Thinfish Copper; Mooselook Wobbler blue/silver at 30 feet), Beach Pond (Kobra 114, 18 or 5, rigger at 23 feet), Long Pond (streamers), West Hill Pond (south end), Crystal Lake (Ellington,



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Bruce M. Chimento, P.E.
Director of Public Works

FROM: Paul L. Sotnik, P.E. 
Senior Civil Engineer

CC: Lisa Burns, P.E.
Principal Engineer

REF: Mail List – Public Hearing of Necessity - Abandonment of a Portion of Bates Court

DATE: August 17, 2016

I have listed below, all of the people who were mailed by Certified Mail, invitation letters for the Public Hearing of Necessity concerning the abandonment of a portion of Bates Court.

Mr. Charles Schemera
85 Martin Luther King Boulevard LLC
130 Lenox Avenue #23
Stamford, CT 06906
(For 85 Dr. Martin Luther King Jr. Drive)

Mr. Michael F. Discala
Metropolitan Realty Associates, LLC
10 Wall Street
Norwalk, CT 06850
(For 1 Bates Court)

City of Norwalk Parking Authority
11 North Water Street
Norwalk, CT 06854
(For 30 Monroe Street)

Second Taxing District
(South Norwalk Electric and Water)
164 Water Street
Norwalk, CT 06854
(For 2 State Street)

Mr. Ron Bottacari
Metro-North Railroad
347 Madison Avenue
New York, NY 10022
(For Railroad)

Mr. David Willard
Metro-North Railroad
525 Water Street
Bridgeport, CT 06601
(For Railroad)

Mr. Seth Cummins, Esq.
Metro-North Railroad
347 Madison Avenue
New York, NY 10022
(For Railroad)

Ms. Julie Thomas
State of Connecticut
Department of Transportation
Office of Rails
Union Station – 4th Floor West
50 Union Avenue
New Haven, CT 06519
(For Railroad)

Ms. Donna I. King
City Clerk
City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, CT 06851-5125

Penn Central
Metro-North Railroad – Suburban Station
4 Penn Central Plaza – Floor 1200
Philadelphia, PA 19103
(For Railroad)

Mr. Robert Ike
State of Connecticut
Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 01606
(For Railroad)

**Norwalk Planning Commission
125 East Avenue
Norwalk, Connecticut**

MEMORANDUM

August 30, 2016

TO: Common Council

FROM: Frank Strauch, RLA, Site Planner

SUBJECT: 8-24 Review – Land Use & Building Management and Public Works Committees of the Common Council – Street Abandonment under section 95-35 of the City Code of a portion of Bates Court

At their August 16, 2016 meeting, the Planning Commission voted to on the following resolution:

RESOLVED by the Norwalk Planning Commission in accordance with Section 95-35 of the City Code under an 8-24 Review regarding the street abandonment of a portion of Isaacs Street be **APPROVED** ; and

BE IT FURTHER RESOLVED that the reasons for this action are:

- 1) To implement the Plan of Conservation and Development goal to "A.1.1.9 Encourage development that seeks to provide maximum returns to the City in the Grand List tax revenue consistent with public purpose." (A.1.1.9. p. 10); and

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

Cc: Mayor Rilling, Sotnik, File

GERENAL CITY PROCEDURES FOR SURPLUS LAND SALE

PLEASE NOTE: THESE PROCEDURES ARE NOT NECESSARYILY USED FOR ALL SALES OF CITY LAND.

1. **Identification of the Property** to be submitted to the designated Council Committee.
2. **Survey of Departments** to approve sale and identify any restrictions (including but not limited the following departments):
 - Law Department
 - Department of Public Works
 - Redevelopment
 - Recreation and Parks
 - Planning & Zoning
3. Council Committee holds a **Public Hearing** subject to Departments approvals and/or recommendations.
4. Exact area and configuration of the property are determined, if necessary. An **Appraisal** may be done on the property. A **title search** may also be done.
5. Effect the sale by one of the following methods:
 - a. Offer to **abutting property owners** (in cases of very small, non-conforming properties, unused right-of-ways, etc.)
 - b. Solicit **sealed bids or request for proposals** through public advertisement.
 - c. Select a **broker** to market and sell the property.
 - d. Employ **prequalification and selection** process (where specific use is desired).
 - e. Hold a **public auction**.
6. Bids or proposals are **reviewed by staff or staff committee** and recommendations are made.
7. **Council Committee** reviews the bids or proposals and **proposes selection** of the buyer.

8. **An 8-24 Review by Planning Commission** for the proposed disposition and recommendation is refer to the Common Council.
9. **Common Council votes** to approve sale by resolution.
10. The **approved buyer's lawyer arranges for Deed** with Law Department.
11. **The property is sold.**

**Norwalk Planning Commission
125 East Avenue
Norwalk, Connecticut**

MEMORANDUM

August 30, 2016

TO: Common Council

FROM: Frank Strauch, RLA, Site Planner

SUBJECT: 8-24 Review - Land Use & Building Management and Public Works Committees of the Common Council – sale and disposition of City owned property at 1 Bates Court

At their August 16, 2016 meeting, the Planning Commission voted to on the following resolution:

RESOLVED by the Norwalk Planning Commission in accordance with Section 8-24 of the Connecticut General Statutes, the referral made by – Land Use and Building Management and Public Works Committees of the Common Council – Disposition of City property at 1 Bates Court be **APPROVED** if it is to be sold for the fair market value without restrictions.

Cc: Mayor Rilling, Sotnik, File



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Bruce J. Chimento, P.E. - Director of Public Works

FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer

CC: Lisa Burns, P.E. - Principal Engineer

REF: September 6, 2016 Public Works Committee Agenda – Amended Item 6

DATE: September 7, 2016

Please find the proposed language for amended Item 6 from the September 6, 2016 Public Works Committee meeting agenda below.

Schedule a Public Hearing for Tuesday, October 4, 2016 at 7:15 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT to consider the sale of the excess City-Owned property located at 1 Bates Court (Tax Lot 2-53-5-0 EXCESS PARCEL) as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, last revised August 24, 2016, at a scale of 1" = 20' on file in the Department of Public Works. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the sale of this parcel to the abutting property owner or its affiliate for the appraised value of \$35,900.00, to determine if the sale is in the best interests of the City and to take such action on said property sale that the committee may deem advisable.

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



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

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

Phone:



RECEIVED

AUG 08 2016

LAW DEPARTMENT
CITY OF NORWALK

The Honorable Harry W. Rilling

Mayor

City of Norwalk

125 East Avenue

Norwalk, Connecticut 06856

August 10, 2016

OFFICE OF THE MAYOR
CITY CLERK

AUG 5 - 2016

RECEIVED

Dear Mayor Rilling:

Subject: Master Municipal Agreement for Preliminary Engineering Projects

The Connecticut Department of Transportation (Department) is pleased to introduce a new way of doing business with the municipalities of Connecticut. The enclosed Master Municipal Agreement for Preliminary Engineering Projects (MMAPE) is the third in a series of agreements that will fundamentally improve how the Department conducts business with its municipal partners by dramatically streamlining the agreement process.

It is anticipated that once an MMAPE is executed with your municipality, project specific information and monetary terms will be set forth in a Project Authorization Letter (PAL) issued by the Department to the municipality for individual preliminary engineering projects. PALs are expected to take only days to execute, as opposed to the numerous months that were previously required to execute individual project agreements.

This ten-year term MMAPE covers municipally administered design projects. The MMAPE includes standard terms, conditions and contracting "boiler plate" language that should govern all municipal design projects involving the Department which are undertaken throughout the ten-year term.

It is my great hope that you will sign the enclosed agreement and join the Department in this new and innovative way of doing business that will improve delivery of Department services to its customers.

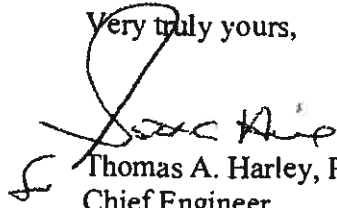
The Honorable Harry W. Rilling

-2-

August 10, 2016

Please process the MMAPE in accordance with the enclosed instructions and return the agreement, along with your authority to sign, to Mr. Richard Armstrong, Highway Design – State Roads, at the letterhead address. If you have any questions, please contact Mr. Richard Armstrong at (860) 594-3191.

Very truly yours,

A handwritten signature in black ink, appearing to read "Tom Harley", is written over a horizontal line. To the left of the signature is a small, stylized mark that looks like a lowercase "f" or a checkmark.

Thomas A. Harley, P.E.

Chief Engineer

Bureau of Engineering and Construction

Enclosures

INSTRUCTIONS FOR PROCESSING MMAPE

Enclosed are two copies of the Master Municipal Agreement for Preliminary Engineering Projects (MMAPE) between the State of Connecticut and the Municipality.

Please do the following promptly:

1. Your signature should be affixed to the two copies of the MMAPE. Please sign your name as it appears on the signatory page.
2. Attach the original Council/Board of Selectmen resolution (see enclosed sample) authorizing you, by name and title, to sign these copies of the MMAPE. For consistency, please see that your name appears in the resolution as shown in the preamble and signatory pages of this MMAPE.

Please return two signed copies of the MMAPE (must be signed within 30 days of the original council resolution) on or before August 31, 2016, so that the Department may process them for State signatures. A fully executed copy of the MMAPE will be returned to you upon its completion.

RESOLUTION

RESOLVED, that The Honorable Harry W. Rilling, Mayor, is hereby authorized to sign the Agreement entitled "Master Municipal Agreement for Preliminary Engineering Projects."

ADOPTED BY THE _____ OF THE CITY OF _____,
CONNECTICUT, THIS _____ DAY OF _____, 20____.

Clerk

(seal)

Date

MASTER MUNICIPAL AGREEMENT FOR DESIGN PROJECTS

THIS MASTER MUNICIPAL AGREEMENT FOR DESIGN PROJECTS ("Master Agreement") is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, (the "DOT"), and the City of Norwalk, 125 East Avenue, Norwalk, Connecticut 06856 (the "Municipality"). The DOT or the Municipality may each be referred to individually as the "Party" and collectively may be referred to as the "Parties."

WHEREAS, the Municipality undertakes, and may financially participate in, municipal projects to design improvements to locally-maintained roadways, structures and transportation facilities that are eligible for government financial assistance from the DOT, the federal government, or both; and

WHEREAS, the DOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis the Municipality takes on the responsibility of administering the design phase of each municipal project; and

WHEREAS, the Commissioner is authorized to enter into this Master Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98i or § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the DOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to design projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

Article 1. Definitions. For the purposes of this Master Agreement, the following definitions apply:

1.1 "Administer," "Administering" or "Administration" of the Design Project means conducting and managing operations required to perform and complete the Design Project, including performing (or engaging a Consulting Engineer to perform) the Design Services and undertaking all of the administrative duties related to and required for the completion of the Design Project.

1.2 "Authorization to Proceed" means the written notice from the Authorized DOT Representative to the Designated Official authorizing the Municipality to perform its obligations for the Design Project under the Project Authorization Letter (PAL), including, but not limited to, entering into an agreement with the Consulting Engineer for performance of the Design Services, if applicable.

Master Municipal Agreement for Design Projects

1.3 “Authorized Department of Transportation (DOT) Representative” means the individual, duly authorized by a written delegation of the Commissioner of the DOT pursuant to Section § 13b-17(a) of the Connecticut General Statutes, to sign PALs.

1.4 “Consulting Engineer” means the person or entity engaged by the Municipality to perform the Design Services, in whole or in part, for the Design Project.

1.5 “Cumulative Costs” means the total, collective expenditure by the Municipality and the DOT to complete the Design Project (defined in section 1.7).

1.6 “Demand Deposit” means an amount of money due to the DOT from the Municipality.

1.7 “Design Project” means the design phase activities undertaken by the Municipality to design improvements to be constructed on a locally or State-maintained roadways, structure or Transportation Alternative Facilities (defined in section 1.29), or any combination of the foregoing and in accordance with the PAL and this Master Agreement.

1.8 “Design Services” include, but are not limited to, providing the survey, preliminary engineering studies, preliminary design, final design for the Design Project, and engineering services during construction for the Design Project as specifically set forth in the PAL in accordance with the “Consultant Administration and Project Development Manual, Connecticut Department of Transportation (September 2008).” Design Services may be required for the construction phase of a Municipal Project.

1.9 “Designated Official” means the municipal official or representative designated by title, who is duly authorized by the Municipality to receive PALs issued by the DOT under this Master Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.

1.10 “Disadvantaged Business Enterprise (DBE)” has the meaning defined in Schedule C.

1.11 “DOT-provided Services” means the work that the DOT performs for the Design Project, as specifically set forth in the PAL and may include, but is not necessarily limited to, providing material testing, administrative oversight, technical assistance in engineering reviews, property map reviews, title searches, cost estimate reviews, environmental reviews, public hearing assistance, recording and transcription, agreement development, fee review and negotiations, and liaison activities with other governmental agencies as may be necessary for proper development of the Design Project to ensure satisfactory adherence to State and federal requirements.

1.12 “Effective Date” means the date upon which the Master Agreement is executed by the DOT.

1.13 “Extra Work” means additional work that is beyond the original scope or limits of work of the Design Project, which Funds are set aside in the PAL, but the Funds cannot be expended without

Master Municipal Agreement for Design Projects

the approvals required in Section 7 of this Master Agreement.

1.14 "Funding" means funds from the state government, the federal government, or a combination of any of the foregoing, designated for a particular Design Project, as specified in the Project Authorization Letter.

1.15 "Inspection Activities" means inspection of the work during the construction phase of the Municipal Project and associated administrative duties, including, but not limited to: inspection of grading, drainage, structure, pavement, Transportation Facilities (defined in section 1.3), and rail work if applicable; the required administrative functions associated with the construction phase of the Municipal Project including, but not limited to, preparation of correspondence, construction orders, periodic payment estimates, quantity computations, material sampling and testing, Equal Employment Opportunity and DBE monitoring, final documentation, DOT and Federal reporting, construction surveys, reviews and recommendations of all construction issues, and claims analysis support; and other related functions deemed necessary by the DOT.

1.16 "Municipal Project" means a project undertaken by the Municipality for improvements on locally or State-maintained roadways, structures, or Transportation Alternatives Facilities, or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights-of-way phase, and construction phase.

1.17 "Official Notice" means notice given from one Party to the other in accordance with Article 21.

1.18 "Plans, Specifications, and Estimates (PS&E)" means the final engineering documents produced during the design phase of the Municipal Project, approved and accepted by the DOT in writing, that contain all of the construction details and will be made part of the bid and contract documents for the construction phase of the Municipal Project.

1.19 "Perform" means for purposes of this Master Agreement, the verb "to perform" and the performance of the work set forth in this Master Agreement which are referred to as "Perform," "Performance" and other capitalized variations of the term.

1.20 "Project Amount" means the total estimated cost for all work for the Design Project, as estimated at the time of the DOT's issuance of the PAL.

1.21 "Project Authorization Letter (PAL)" means the written document that authorizes the distribution of Funding to the Municipality for the particular Design Project during a specified period of time.

1.22 "Project Manager" means the DOT assigned engineer in responsible charge of the Design Project, as identified in the particular PAL associated with an individual Design Project.

1.23 "Small Business Enterprise (SBE)" has the meaning defined in Schedule D.

Master Municipal Agreement for Design Projects

1.24 "Small Business Participation Pilot Program (SBPPP)" has the meaning defined in Schedule E.

1.25 "Special Provisions" means specifications applicable to the particular Design Project that are required by the DOT and made part of the bid documents and the contract with the Prime Contractor.

1.26 "Standard Specifications" means, collectively, the publications entitled "Standard Specifications for Roads, Bridges, and Incidental Construction (Form 816)" Connecticut Department of Transportation (2004) and its supplemental specifications issued from time to time by the DOT, entitled the "Supplemental Specifications to the Standard Specification for Roads, Bridges, and Incidental Construction (Form 816)," Connecticut Department of Transportation (July 2010), as may be revised.

1.27 "Subconsultant" means any firm that is engaged by the Consulting Engineer to perform the Design Services, in whole or part, for the Design Project.

1.28 "Term" means the duration of this Master Agreement.

1.29 "Transportation Alternative Facilities" means the facilities provided as a result of transportation alternative activities (as defined by 23 U.S.C. § 101(a) (29), as revised).

1.30 "Transportation Facilities" means any roadway, structure, building, intangible rights or other associated facilities, including, but not limited to, traffic control signals and roadway illumination, Transportation Alternatives Facilities, including, but not limited to, pedestrian or bike trails, or any combination of the foregoing.

Article 2. Issuance and Acknowledgment of PALs for Design Projects.

2.1 The DOT shall issue to the Municipality a PAL for the applicable Design Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized DOT Representative. PALs issued under this Master Agreement will address Design Projects and will not address construction phase or right-of-way acquisition phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin Performing work or entering into an agreement with the Consulting Engineer with respect to the Design Project. Additional required steps and approvals are set forth in this Master Agreement.

2.2 The PAL issued by the DOT to the Municipality shall set forth, at a minimum:

(a) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Design Project;

Master Municipal Agreement for Design Projects

- (b) the maximum reimbursement to the Municipality under the PAL;
- (c) an estimated cost break-down for all work under the Design Project. At DOT's discretion, the PAL will provide a line item category for Extra Work to set aside funds that may be requested later by the Municipality to fund the requested additional work if it is deemed, at the DOT's sole discretion and with the DOT's written approval, to be necessary for completion of the Design Project;
- (d) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work performed by the DOT under the Design Project, as determined by the Funding ratio;
- (e) a brief description of the Design Project; and
- (f) any applicable affirmative action goal(s) assigned with respect to work on the Design Project, as follows:
 - (i) if the Design Project receives federal participation in Funding, the DBE goal assigned by the DOT applicable to the Consulting Engineer; or
 - (ii) if the Design Project receives DOT Funding, and no federal participation in Funding, the SBE goal assigned by the DOT applicable to the Consulting Engineer; or
 - (iii) regardless of the Funding source(s), the SBPPP goal assigned by the DOT applicable to the Consulting Engineer.

2.3 In order for the terms of the PAL to become effective and binding on both Parties, the Municipality shall return to the DOT a copy of the PAL signed by the Designated Official, hereinafter referred to as the "Written Acknowledgement of the PAL." The signature of the Designated Official on the Written Acknowledgement of the PAL constitutes the Municipality's agreement to be bound by the terms of the PAL and the Municipality's agreement to Perform the work on the Design Project in accordance with the terms of the PAL and this Master Agreement. The Municipality shall submit the Written Acknowledgement of the PAL to the Authorized DOT Representative by the deadline set forth in the PAL. By written notice to the Municipality, the DOT, in its discretion, may extend or waive the deadline set forth in the PAL for the Municipality to submit the Written Acknowledgement of the PAL. Such extension or waiver may be granted after the date set forth in the PAL for submission of the Written Acknowledgement of the PAL. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Written Acknowledgement of the PAL shall be deemed delivered on the date of receipt by the DOT if on a business day (or on the next business day after delivery if delivery occurs after business hours or if delivery does not occur on a business day). The PAL becomes effective on the date that the Written Acknowledgement of the PAL is delivered to the DOT provided the Written Acknowledgement of the PAL is submitted by the deadline set forth in the PAL or by the date set forth by the DOT in any extension or waiver of the deadline.

Master Municipal Agreement for Design Projects

2.4 The Municipality herein represents that the Mayor of Norwalk, Connecticut is the Designated Official to whom the Municipality has granted the authority, throughout the Term of this Master Agreement, to sign and submit the Written Acknowledgement of the PAL(s) to the DOT on its behalf. The signature of the Designated Official shall bind the Municipality with respect to the terms of the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgement of a PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. If at any time during the Term the Municipality seeks to modify which municipal official or representative by title is the authorized Designated Official, the Parties must amend this section by mutual written agreement identifying by title the new Designated Official and signed by the authorized representatives of each Party.

2.5 Upon submission of the Written Acknowledgement of the PAL to the DOT, the Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Design Project. By submitting the Written Acknowledgement of the PAL, the Municipality acknowledges that it understands the obligations to which it is committing itself with respect to the Design Project. Further, the Municipality agrees to proceed with diligence to perform its obligations to accomplish the Design Project and agrees to use the Funding to complete the same.

2.6 Any modification to the scope, the allowed Funding amount, or cost breakdown related to the Design Project must be approved by the DOT, at its sole discretion, and set forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the "Revised PAL." The Revised PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Revised PAL, once acknowledged in writing by the Municipality in accordance with the procedure set forth in section 2.3, will supersede the PAL or any previously issued Revised PAL for the Design Project and will control over the PAL and any previously issued Revised PAL.

Article 3. Authorization to Proceed.

3.1 The Municipality shall not commence to Administer the Design Project until it has received from the DOT an Authorization to Proceed Notice.

3.2 The Municipality shall not have the Consulting Engineer or the Municipality's staff commence the Design Services until the Municipality has received the Authorization to Proceed Notice.

3.3 The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Design Project or for any Design Services Performed by the Consulting Engineer or the Municipality's staff on the Design Project prior to the issuance of the Authorization to Proceed Notice.

Article 4. Municipality to Administer the Design Project.

Master Municipal Agreement for Design Projects

4.1 Upon receipt of an Authorization to Proceed Notice, the Municipality shall Administer and Perform all activities associated with the Design Project in accordance with the PAL and this Master Agreement.

4.2 The Municipality, with prior written approval of the DOT, may elect to Perform all or any part of the Design Services with its own staff. In requesting approval from the DOT, the Municipality must demonstrate, to the DOT's satisfaction, that the municipal staff Performing the Design Services are sufficiently qualified, that there is sufficient manpower, equipment, and resources available to the Municipality, and that it will be cost effective for the Municipality's staff to Perform the Design Services. The Municipality shall submit written documentation to the State indicating its criteria and/or procedures used in assigning existing municipal staff, or hiring of new municipal staff to Perform the Design Services. The Municipality shall assume responsibility for the accuracy of all products of its work generated by municipal staff Performing the Design Services, irrespective of the State's review and approval of the same, if any. The Municipality shall have its Designated Official sign the title sheet(s) of all plans and/or final work product documents generated by municipal staff in Performance of the Design Services, in addition to any applicable signing and/or sealing by professional engineers, land surveyors or architects required pursuant to State statute or regulation.

4.3 For Design Services that the Municipality does not elect to Perform with its own staff, the Municipality shall retain, using a qualifications based selection (QBS) process, a Consulting Engineer to undertake the Design Services, as more particularly described in Article 5.

4.4 With respect to any Design Project that receives federal participation in Funding, the Municipality acknowledges that any costs it incurs prior to the receipt of federal authorization for the Design Project are entirely ineligible for reimbursement with federal funds.

4.5 The Municipality agrees that it shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Design Project as specified in the PAL and this Master Agreement and for no other purpose.

4.6 The Municipality shall conduct public involvement programs for the Design Project in compliance with applicable federal and State requirements and in accordance with the "Public Involvement Guidance Manual," Connecticut Department of Transportation (2009), as may be revised.

Article 5. Engaging a Consulting Engineer.

5.1 Where the Municipality retains a Consulting Engineer to Perform the Design Services, the Municipality shall use a QBS process, specifically as set forth in the current "Consultant Selection, Negotiation and Contract Monitoring Procedures for Municipally Administered Projects," Connecticut Department of Transportation (December 2011), as may be revised, which are hereinafter referred to as the "Consultant Selection Procedures" which is made a part of this Agreement and incorporated into it by reference.

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5.2 The Municipality shall follow the Consultant Selection Procedures in carrying out the solicitation and selection of the Consulting Engineer and the negotiation of and entering into an agreement with the Consulting Engineer. The Municipality shall document its process for the solicitation, selection, negotiation, and contracting with any Consulting Engineer and provide such written documentation to the DOT, all in accordance with the Consultant Selection Procedures.

5.3 The Municipality shall not impose any local rules, policies, terms, conditions, or requirements on any potential Consulting Engineer in its QBS process, unless it has received prior written approval from the DOT and, if applicable, FHWA. If the Municipality imposes any local rules, policies, terms, conditions, or requirements, without all required prior written approvals, the DOT may in its sole discretion deem such imposition to be a breach of this Master Agreement and the respective PAL and may result in the Municipality losing Funding for the Design Project.

5.4 The Municipality must receive the DOT's prior written approval in order to enter into an agreement with the Consulting Engineer, or to modify or supplement any such agreement with the Consulting Engineer, prior to incurring reimbursable costs in conjunction with the PAL. Without such written approval, costs incurred by the Municipality are ineligible for reimbursement under the PAL. DOT retains the authority, at its sole discretion, to review the Municipality's proposed agreements, and modifications and supplements thereto for compliance with applicable DOT and federal requirements prior to the DOT issuing any written approval.

5.5 The Municipality shall Perform contract monitoring of the Consulting Engineer in accordance with the Consultant Selection Procedures. The Municipality agrees to assist the DOT in rating the Consulting Engineer's Performance through the DOT's Consultant Evaluation System, in accordance with the Consultant Selection Procedures.

Article 6. Required Consulting Engineer Agreement Provisions

6.1 As a condition of receiving Funding under the PAL, the Municipality may be required, at the direction of the DOT or the federal government, to obtain certain assurances from and include certain contract provisions in its agreement with the Consulting Engineer.

6.2 The Municipality shall include the following requirements in its agreement with the Consulting Engineer:

(a) "Connecticut Required Specific Equal Employment Opportunity Responsibilities," (2012), attached at Schedule B; and

(b) the DBE goal, SBE goal, or SBPPP goal, as applicable, and associated requirements set forth in the PAL; and

(c) the "Special Provision, Disadvantaged Business Enterprises" (April 2012), the "Special Provision, Small Contractor and Small Contractor Minority Business Enterprises (Set-Aside)" (April 2012) or the "Special Provision, Small Business Participation Pilot Program" (April 2012), all as may be revised by DOT from time to time, current versions of which are attached at

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Schedules C, D & E, respectively (the "Affirmative Action (AA) Requirements"). The Municipality shall include a provision within its agreement with the Consulting Engineer requiring compliance with the AA Requirements and attach a copy of the applicable Schedule C, D, or E to such agreement.

6.3 The Municipality's failure to include the requirements of Article 6 in its agreement with, and to ensure compliance by, the Consulting Engineer may be deemed by DOT, at its sole discretion, to be a breach of this Master Agreement and the respective PAL, and may result in the Municipality's loss of Funding for the Design Project. Specifically, with respect to the Municipality's failure to comply with the DBE goal, SBE goal, or SBPPP goal, as applicable, as required by section 6.2(b), DOT, at its sole discretion, may withhold reimbursement to the Municipality for the Design Project in an amount up to or equaling the goal shortfall, in addition to any other remedies the DOT may have under this Master Agreement or provided by law.

6.4 The Municipality shall include in its agreement with the Consulting Engineer a completion schedule for the Design Services that is acceptable to the State.

6.5 With respect to its agreement with the Consulting Engineer, the Municipality shall comply with Policy No. F&A-30, dated July 23, 2015 ("Maximum Fees for Architects, Engineers and Consultants"), attached at Schedule F. The Municipality shall utilize the guidelines stipulated in Policy No. EX.O.-33 dated June 25, 2015, attached at Schedule G, when applicable, in accordance with Policy No. F&A-30.

6.6 The Municipality shall include any Design Services that may be required during the pre-bid, bid and construction phases of the Municipal Project in the scope of Design Services to be Performed under the agreement entered into with the Consulting Engineer, for the purposes of advising the Municipality or the State, whichever is administering the construction phase of the Municipal Project. Such Design Services shall include, but not be limited to, providing interpretations of the plans and specification prepared by the Consulting Engineer, assisting the Municipality or State in answering pre-bid questions, attending meetings including the preconstruction meeting and progress meetings, conferring with and advising the Municipality or the State as to any changed or unanticipated field conditions that will impact the work during the construction phase, visiting the jobsite at appropriate intervals to monitor critical areas of work, and responding to questions, as needed.

6.7 The Municipality may engage the Consulting Engineer who Performed Design Services to Perform subsequent Inspection Activities during the construction phase of the Municipal Project, provided that Inspection Activities were included in the QBS process when selecting the Consulting Engineer for the Design Services. The State reserves the right in the future to bar the Municipality from engaging the Consulting Engineer who Performed Design Services to also Perform Inspection Activities during the construction phase, and the State will notify the Municipality of any such change in policy.

6.8 The Municipality shall require the Consulting Engineer to assume responsibility for the accuracy of its work generated in Performing the Design Services, irrespective of the State's

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review and approval of such work, if any, and shall include this requirement in its agreement with the Consulting Engineer. The Municipality shall have its Designated Official sign the title sheet(s) of all plans and/or final work product documents prepared by the Consulting Engineer, in addition to any applicable signing and/or sealing by professional engineers, land surveyors or architects required pursuant to state statute or regulation.

6.9 The Municipality may not impose any local rules, policies, terms, conditions, or requirements in its agreement with the Consulting Engineer unless the Municipality has received prior written State and/or federal approval. Imposition of local rules, policies, terms, conditions, or requirements by the Municipality may be deemed by the State in its sole discretion to be a breach of the Master Agreement and the respective PAL, and may result in the Municipality's loss of Funding for the Design Project.

Article 7. Design Standards and Administrative Standards.

7.1 The Municipality shall Perform, or require its Consulting Engineer to Perform, all Design Services to standards acceptable to the State and, if federal Funding is involved, to standards acceptable to the Federal Highway Administration (FHWA), which are contained in the documents listed in Section 7.2 below, with all work being Performed within the designated time frame set forth in the PAL for the Design Project.

7.2 In Performing the Design Services, the Municipality shall comply with, and/or if engaging a Consulting Engineer, shall require the Consulting Engineer to comply with, the current version of the following engineering publications issued by the Connecticut Department of Transportation ("Engineering Publications"), as they may be revised and as they may be applicable to the Design Project:

- (a) Bridge Design Manual (2003 Edition, with revisions through February 2011);
- (b) Bridge Inspection Manual, Version 2.1 (2001, with revisions through March 2008);
- (c) Consultant Administration & Project Development Manual (September 2008);
- (d) Digital Design Environment Guide (2007);
- (e) Digital Project Development Manual, Version 3.06 (July 2014);
- (f) Drainage Manual (2000, including revisions through 2003);
- (g) Geotechnical Engineering Manual (2005, including revisions through February 2009);
- (h) Highway Design Manual (2003 Edition, including revisions to February 2013);
- (i) Utility Accommodation Manual (2009);
- (j) Public Service Facility Policy and Procedures for Highways in Connecticut (2008);
- (k) Traffic Control Signal Design Manual (2009); and
- (l) Pamphlet for Monitoring Consultant Performance and Payment Requests, Connecticut Department of Transportation (March 2014).

The Engineering Publications referenced in this section are incorporated and made a part of this Master Agreement by reference and the Municipality shall incorporate the Engineering Publications into each agreement it enters into with a Consulting Engineer for any Design Project

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undertaken pursuant to a PAL issued under this Master Agreement. The Engineering Publications shall govern the Performance of the Design Services.

7.3 With respect to Design Projects that receive federal Funding, the Municipality shall comply with, or require its Consulting Engineer to comply with, all applicable federal requirements as may be applicable to the Design Project including, but not limited to:

- (a) 23 USC § 112, invoking the Brooks Act (40 USC §§ 1101-1104).
- (b) 23 CFR Part 172, Administration of Engineering and Design Related Service Contracts;
- (c) 48 CFR Part 31, Federal Acquisition Regulations, addressing contract cost principles and procedures and audit requirements;
- (d) 49 CFR § 18.42, Records Retention Requirements.

Article 8. Additional Administration Responsibilities.

8.1 The Municipality shall Perform all other work which becomes necessary to properly Administer the Design Project in order to ensure compliance with the applicable design standards and the Municipality's contract with the Consulting Engineer. Any work Performed by the DOT in order to assist with the Municipality's Administration responsibilities for the Design Project and any associated expenses will be funded in accordance with the PAL.

8.2 The Municipality shall maintain and secure all Records for the Design Project at a single location for the DOT's review, use and approval at all times.

8.3 The Municipality shall submit to the DOT for review the PS&E and other information developed by the Municipality's staff or the Consulting Engineer, as applicable, for the Design Project, in accordance with the current Consultant Administration and Project Development Manual. Upon completion of the Design Project, the Municipality shall notify the DOT, in writing, of the completion and, upon request by the DOT, shall provide the DOT copies of the final PS&E, in the format requested by the DOT.

8.4 The Municipality shall cooperate fully with the DOT and permit the DOT, FHWA, or other federal authority, as applicable, to review all activities Performed by the Municipality with respect to any PAL issued under this Master Agreement at any time during the Design Project. Upon request of the DOT, the Municipality shall timely furnish all documents related to the Design Project so that the DOT may evaluate the Municipality's activities with respect to the Design Project, including, but not limited to, its use of the Funding as required by the PAL, this Master Agreement, and applicable law.

8.5 The Municipality may not make changes to the Design Project that will increase the cost or alter the character or scope of the Design Services without prior written approval from the Authorized DOT Representative. In addition, the Municipality shall not extend the term of any agreement with its Consulting Engineer without prior written approval from the Authorized DOT Representative. Such written approval may take the form of a Revised PAL issued by the DOT with respect to the Design Project.

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8.6 If, at any time during the Design Project, the DOT in its sole discretion determines that the Administration by the Municipality is not adequate, the DOT may deem the Municipality to be in breach of this Agreement, and the DOT, in its sole discretion, may assume responsibility for or supplement the Administration of the Design Project. The additional costs associated with the DOT's Administration of the Design Project will be considered part of the Design Project costs for DOT-provided Services and will be funded in accordance with the proportionate cost sharing set forth in the PAL. Furthermore, the DOT's assumption or supplementing of the Administration of a Design Project does not waive any of the DOT's remedies under this Master Agreement, nor relieve the Municipality from any liability related to its breach.

Article 9. DOT-provided Services.

9.1 If the Design Project requires DOT-provided Services, such services shall be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Design Project as set forth in the PAL. The DOT reserves the right to inspect all aspects of the work related to the Design Project at all times, and such inspections shall be deemed DOT-provided Services.

9.2 The PAL will specify Municipality's proportionate share of the estimated cost of the DOT-provided Services. The DOT will bill the Municipality the amount of the Municipality's proportionate share of such estimated costs in a Demand Deposit, and the Municipality shall forward to the DOT that amount in accordance with the PAL. The DOT is not required to Perform the DOT-provided Services until the Municipality pays the Demand Deposit in full.

Article 10. Costs and Reimbursement.

10.1 The Municipality shall expend its own funds to pay for costs of Administering the Design Project and then shall seek reimbursement from the DOT for approved costs.

10.2 The Municipality shall document all expenses it incurs and maintain all Records related to the Design Project costs, including, but not limited to:

- (a) its payments to the Consulting Engineer;
- (b) its payroll hours on time sheets for municipal staff working directly on the Design Project. Reimbursable municipal payroll costs are limited to the actual municipal payroll for work on the Design Project and fringe benefits associated with payroll;
- (c) material purchases made by the Municipality; and
- (d) reimbursement due to the Municipality for use of Municipality-owned or rented equipment. Rates of reimbursement for use of Municipality-owned or rented equipment will be based on an existing municipal audit, if available, completed no more than three (3) years before acknowledgment of the PAL, and provided the rates are acceptable to the DOT. In the absence of acceptable rates, or if there is no current municipal audit, the equipment rental rate will be

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established in accordance with Section 1.09.04(d) of the Standard Specifications, as may be revised.

10.3 If the Municipality fails to adequately record expenses and maintain all related Records for any Design Project or promptly submit any Records to the DOT, the DOT in its sole discretion may deem such failure to be a breach by the Municipality, and the DOT may deem certain expenses to be non-eligible costs of the respective Design Project for which the Municipality will not be eligible for reimbursement pursuant to the proportional cost sharing established by the PAL. Furthermore, the DOT's determination of certain costs to be non-eligible costs of the Design Project does not waive any of the DOT's remedies for the breach by the Municipality of its obligations under this Master Agreement with respect to the respective Design Project, nor relieve the Municipality from any liability related to its breach.

10.4 The Municipality shall seek reimbursement from the DOT for the Municipality's expenditures, which have been approved by the DOT for eligible Design Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:

(a) On a monthly basis, the Municipality shall submit to the DOT using the DOT-required voucher form entitled "Invoice Summary and Processing (ISP) Form" ("Voucher"), as may be revised, with supporting data, the cost of services rendered and expenses incurred for the prior month. With respect to any work that is Performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, fringe benefits associated with payroll, and approved direct cost charges for the staff's Performance of Design Services.

(b) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportional cost sharing established by the PAL.

10.5 Notwithstanding the above, the DOT may offset any reimbursable amounts due to the Municipality with any amounts due to the DOT for DOT-provided Services.

Article 11. Extra Work.

11.1 If the PAL provides a line item category for Extra Work and the Municipality wishes to pursue any Extra Work, it must request approval in writing from the DOT's Project Manager for the type and scope of the Extra Work and the associated costs prior to the Municipality authorizing Performance of the Extra Work by the Municipality's staff or the Consulting Engineer, as applicable.

11.2 Once approved in writing by the DOT, the Extra Work will be funded as follows:

(a) If the Extra Work results in a Cumulative Cost less than or equal to the Project Amount specified in the PAL, it will be funded according to the proportional cost sharing set forth in the PAL.

(b) If the Extra Work results in a Cumulative Cost greater than the Project Amount specified in the PAL, and the DOT determines that the appropriate federal or state government

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funding is available for the increased costs of the Design Project, then the DOT will issue a Revised PAL to provide for the cost increase to the Design Project for this Extra Work. If federal or state government funding is not available, the Municipality will be responsible for 100% of the additional cost.

Article 12. Funding of Additional DOT-Approved Costs upon Final Audit.

12.1 If, upon final audit by the DOT, additional costs, including, but not limited to, those resulting from Extra Work, delays, or other cost over-runs, result in a Cumulative Cost less than the original Project Amount identified in the PAL, the additional costs, if approved by the DOT, shall be funded in accordance with the PAL.

12.2 If, upon final audit by the DOT, additional costs, including, but not limited to, those resulting from Extra Work, delays, or other cost over-runs, result in a Cumulative Cost greater than the original Project Amount identified in the PAL, the DOT, at its discretion, may issue a Revised PAL in order to fund these additional costs, provided that additional Funding is available.

12.3 If, pursuant to section 12.1, the additional costs are not approved by the DOT or if, pursuant to section 12.2, a Revised PAL is not issued, the Municipality will be responsible for 100% of the additional cost.

12.4 If, during the course of the final audit, the Municipality or DOT discovers that the Municipality had been reimbursed for improper or unauthorized costs or expenses, then the Municipality shall return the amount of such improper or unauthorized costs or expenses to the DOT.

Article 13. No DOT Obligation to Third Parties. Nothing contained in this Master Agreement shall be deemed to directly or indirectly create any obligation of the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

Article 14. Suspension, Postponement, or Termination of the Design Project.

14.1 Suspension, Postponement, or Termination by the DOT.

(a) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or terminate a particular Design Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.

(b) For Cause. As a result of the Municipality's breach of the PAL or failure of the Municipality, or its Consulting Engineer to Perform the work required on any particular Design Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may suspend, postpone or terminate the particular Design Project and its respective PAL for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failure, to the satisfaction of the DOT in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall

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specify the extent to which Performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.

14.2 Termination by the Municipality, with prior DOT approval.

(a) The Municipality may request termination of the Design Project, and if determined by the DOT in its sole discretion to be in the best interests of the Parties, the DOT may agree to the request. Additionally, with respect to Design Projects receiving federal participation in Funding, receipt of written concurrence from FHWA (or other applicable federal authority) may be required prior to the DOT's approval of the request.

(b) Once any required federal concurrence is received, the DOT will send approval of termination by giving Official Notice to the Municipality specifying the extent to which Performance of work under the PAL is terminated and the date upon which termination is effective.

14.3 Upon suspension, postponement, or termination in accordance with section 14.1 or termination in accordance with section 14.2, the DOT at its sole discretion may provide the Municipality with Funding in part for its expenditures, if any, up to the percentage of acceptable work completed as of the approved date of termination, provided that the DOT finds the work to be acceptable.

14.4 If the DOT and/or FHWA (or other applicable federal authority), deems any of the work that the Municipality itself Performed, or engaged the Consulting Engineer to Perform on its behalf, to be unacceptable, then upon demand by the DOT and/or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT and/or FHWA (or other applicable federal authority), the State or federal Funding that was disbursed to the Municipality prior to the effective date of termination to fund that unacceptable work.

14.5 If the Municipality terminates the Design Project without the DOT's prior approval, the Municipality shall incur all costs related to the Design Project without reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, the Municipality shall promptly return any federal or state government Funding upon demand by the DOT or FHWA (or other applicable federal authority).

14.6 Termination of a specific Design Project shall not relieve the Municipality or its Consulting Engineer of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or any contractor or its surety of its obligations concerning any claims arising out of the work Performed on the Design Project prior to the termination date or any obligations existing under bonds or insurance required by the Connecticut General Statutes or by this Master Agreement or any other agreement with the DOT or the Municipality.

Article 15. Utilities Relocation and Access to Highway Right-of-Way.

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15.1 Where the Design Project requires readjustment or relocation of a utility facility in, or removal of a utility facility from, the state highway right-of-way or a Municipality-owned highway right-of-way, the Parties shall comply with the following provisions:

(a) With respect to any utility facility located within the Municipality-owned highway right-of-way, the Municipality shall issue an appropriate order to any utility to readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facility as is deemed necessary by the Municipality or by the DOT, and the Municipality shall take all necessary legal action to enforce compliance with the issuance of such order.

(b) With respect to any utility located within the state highway right-of-way, the DOT shall issue an appropriate order to any utility to readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facility as is deemed necessary by the Municipality and by the DOT.

(c) With respect to a Municipality-owned utility, whether located in the state highway right-of-way or Municipality-owned highway right-of-way, the Municipality shall promptly readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facilities impacted by the Design Project.

15.2 With respect to any work on the Design Project that requires access to the state highway right-of-way or Municipality-owned highway right-of-way, the Party with jurisdiction over the applicable right-of-way is responsible for reviewing the request and granting to the other Party, Consulting Engineer, or any Subconsultant thereof, as applicable, the right to enter into, pass over and utilize the right-of-way in accordance with all applicable requirements on a case by case basis. Nothing in this section 15.2 shall be construed as waiving any requirements under State of Connecticut laws or regulations relating to access to the highway right-of-way, including but not limited to, applying for and obtaining an encroachment permit.

Article 16. Disbursement of Grant Funds.

16.1 With respect to each Design Project undertaken pursuant to this Master Agreement, the DOT shall disburse the Funding to the Municipality according to a method determined at the DOT's sole discretion, and in accordance with any applicable state or federal laws, regulations, and requirements.

16.2 The Municipality agrees that with respect to PALs that include federal participation in Funding, no PAL issued by the DOT is effective until all required federal approvals are received by the DOT for the Design Project.

16.3 Final payment to the Municipality will be based on a post-engineering final audit Performed by the DOT using the cost sharing percentages and funding procedures set forth in the respective PAL.

16.4 If the Municipality fails to commence and complete the Design Project as set forth in

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the respective PAL in a timely fashion to the satisfaction of the DOT and in accordance with all applicable federal, state, and local laws, regulations, ordinances, or requirements, then:

- (a) the DOT has no obligation to reimburse the Municipality for its expenses incurred;
- (b) to the extent any Funding already has been disbursed to the Municipality, the Municipality shall return any disbursed funds and any interest earned to date to the DOT within ten (10) business days of receipt of a request from the DOT; and
- (c) the DOT may recover from the Municipality the DOT's costs for the DOT-provided Services Performed on the Design Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) days.

16.5 Unless otherwise indicated in the respective PAL, in the event that the Municipality does not commence the subsequent phase related to the Design Project (i.e., the right-of-way acquisition phase or the construction phase of the respective Municipal Project) by the close of the tenth (10th) federal fiscal year following the federal fiscal year in which the Design Project was authorized by the DOT, regardless of the funding source of those phases, upon request by the DOT, the Municipality shall reimburse the DOT for all State and federal funding that was disbursed to the Municipality and for all expenses incurred by the DOT on the Design Project under the respective PAL, or the DOT, at its sole discretion, may assume responsibility for or supplement the Administration of the commencement and/or completion of the subsequent phase, as set forth in section 8.6.

Article 17. Records and Audit.

17.1 The Municipality shall make all of its Records and accounting procedures and practices relevant to any Funding received under this Master Agreement available for examination by the DOT and the State of Connecticut and its agents including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and the Chief State's Attorney and their respective agents for a period of time in accordance with all applicable state or federal audit requirements.

17.2 With respect to each Design Project undertaken under this Master Agreement, the Municipality shall maintain and secure all Records for a period of three (3) years after the final payment has been made to the Consulting Engineer or the termination of any litigation related to the Design Project, or three (3) years after the date of DOT's issuance of the CON-100 form, as may be revised, whereby the construction phase activities have been deemed to be substantially complete, whichever is later, or for such longer time as instructed by the DOT, the State of Connecticut and its agents, or the federal government.

Article 18. Costs Resulting from Errors or Omissions.

18.1 The Municipality shall reimburse the DOT for one hundred percent (100%) of all Municipal Project costs and costs of DOT-provided Services, which costs are the result of errors or

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omissions of the Municipality, the Consulting Engineer or its Subconsultant(s), including, but not limited to, errors or omissions with respect to the PS&E, inadequate provision of the Design Services by the Municipality, the Consulting Engineer or its Subconsultant(s), or inadequate Administration by the Municipality, as applicable.

18.2 In order to determine the total cost of DOT-provided Services that were attributable to the errors and omissions of the Municipality, a percentage(s) will be derived from the ratio of the total cost of all DOT-provided Services to the total actual Design Project cost, as determined by a final audit, and this percentage will be multiplied by the amount attributable to the Municipality's error or omission, as determined by the DOT, to determine the cost of DOT-provided Services incurred as a result of the errors or omissions which the Municipality must reimburse to the DOT.

18.3 This Article 18 will survive the expiration of the PAL, the final acceptance of the PS&E, the termination of the Master Agreement, and the expiration of the Term.

Article 19. Additional Mandatory Requirements.

19.1 With respect to each PAL issued and acknowledged under this Master Agreement, the Municipality shall comply with the "Mandatory State and Federal Requirements," attached at Schedule H, as may be revised from time to time to reflect changes in law. With respect to any agreements that the Municipality enters into in order to fulfill its obligations for a particular Design Project, the Municipality agrees to pass down to its Consulting Engineer the applicable requirements set forth in the Mandatory State and Federal Requirements.

19.2 With respect to each PAL issued and acknowledged under this Master Agreement that involves Funds originating from any agency or office of the federal government, including, but not limited to the FHWA, the Municipality shall comply with that agency's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the respective federal agency may permit otherwise in writing.

19.3 While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements (that the Municipality must comply with and must require its Consulting Engineer to comply with), the Municipality hereby acknowledges that such requirements are subject to revision by the DOT, FHWA, or other authorized federal agency, from time to time during the Term and that by accepting federal or State Funding under this Master Agreement, the Municipality agrees to be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall Perform any additional obligations with respect to the particular Design Project, throughout the Term of this Master Agreement.

Article 20. Conflict & Revisions to Manuals.

20.1 In case of a conflict between the provisions of any particular PAL, the Master Agreement, the Mandatory State and Federal Requirements, or any specification, guide, manual, policy, document, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Municipality's inability

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to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the DOT shall have the right to determine, in its sole discretion, which provision applies. The Municipality shall promptly request in writing the DOT's determination upon the Municipality's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of this Master Agreement.

20.2 With respect to any specification, guide, manual, policy, document, or other publication referenced throughout the Master Agreement and noted to be subject to revision throughout the Term of this Master Agreement by way of the phrase "as may be revised," for the particular Design Project the Municipality agrees to comply with the version of the document or publication that is in effect on the date of the Written Acknowledgement of the PAL for the Design Project.

Article 21. Term and Termination of the Master Agreement.

21.1 The Term commences on the Effective Date and continues for ten (10) years, unless terminated earlier in accordance with this Article.

21.2 The DOT may terminate this Master Agreement for convenience, at its sole discretion, upon providing thirty (30) days Official Notice to the Municipality.

21.3 As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality, its Consulting Engineer, or both, to Perform the work required on any particular Design Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may terminate this Master Agreement for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failed Performance, to the satisfaction of the DOT in its sole discretion, within the notice period that the DOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the DOT will not prejudice the right of the DOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Municipality prior to termination for cause.

21.4 Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Design Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the DOT of the respective Design Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 14.1.

21.5 Upon the DOT's termination of this Master Agreement for cause, any PALs in-progress at the time will automatically terminate, unless the DOT provides Official Notice stating otherwise. The DOT, at its sole discretion, will determine and state in such Official Notice to the Municipality, if any in-progress PALs will remain in effect, and in such case, the Municipality agrees that it must complete Performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Design Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

Master Municipal Agreement for Design Projects

Article 22. Official Notice. Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

22.1 Be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(a) When the DOT is to receive Official Notice:

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(b) When the Municipality is to receive Official Notice:

Mayor
City of Norwalk
125 East Avenue
Norwalk, Connecticut 06856;

22.2 Be delivered to the address recited herein in person or be mailed by United States Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the Mailing Standards of the U.S. Postal Service, as may be revised, or by electronic transmission, including facsimile and email, provided delivery is confirmed electronically; and

22.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

Article 23. Insurance.

23.1 With respect to the activities on the particular Design Project that the Municipality Performs or that the Municipality engages a Consulting Engineer to Perform, and also those that are Performed by Subconsultants of the Consulting Engineer, on the Design Project, the Municipality shall carry, and shall require its Consulting Engineer (i) to carry and (ii) to impose on its Subconsultants the requirement to carry, for the duration of the Design Project, the following insurance:

(a) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, an aggregate limit of

Master Municipal Agreement for Design Projects

Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period, with the DOT being named an additional insured party;

(b) Automobile Liability Insurance with respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the Design Project, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, with the DOT being named an additional insured party. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000);

(c) Railroad Protective Liability Insurance (when the Design Project requires work within fifty (50) feet of the railroad right-of-way or DOT-owned rail property) with coverage limits of not less than Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within any of the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way (iv) the State, and (v) any other party with an insurable interest. If such insurance is required, the Municipality shall obtain and submit evidence of the minimum coverage indicated above to the DOT prior to commencement of the rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the DOT;

(d) Valuable Papers Insurance, with coverage maintained until the work has been completed and accepted by the DOT, and all original documents or data have been returned to the DOT, providing coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items. This insurance will assure the DOT that all Records, papers, statistics and other data or documents will be re-established, recreated or restored if made unavailable by fire, theft, or any other cause. The Municipality, the Consulting Engineer, or Subconsultant, as applicable, shall retain in its possession duplications of all products of its work under the contract if and when it is necessary for the originals to be removed from its work under the contract, and if and when necessary for the originals to be removed from its possession during the time that this policy is in force.

(e) Workers' Compensation Insurance, and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws

Master Municipal Agreement for Design Projects

of the United States respectively; and

(f) Professional Liability Insurance for errors and omissions in the minimum amount of Two Million Dollars (\$2,000,000), with the appropriate and proper endorsement to its Professional Liability Policy to cover the Indemnification clause in this Master Agreement as the same relates to negligent acts, errors or omissions in the work Performed by the Municipality, Consulting Engineer, or Subconsultant, as applicable. The Municipality, Consulting Engineer, or Subconsultant may, at its election, obtain a policy containing a maximum Two Hundred Fifty Thousand Dollars (\$250,000) deductible clause, but if it should obtain a policy containing such a deductible clause the Municipality, Consulting Engineer, or Subconsultant shall be liable, as stated above herein, to the extent of the deductible amount. The Municipality, Consulting Engineer, or Subconsultant shall, and shall continue this liability insurance coverage for a period of three (3) years from the date of acceptance of the completed design or work subject to the continued commercial availability of such insurance. It is understood that the above insurance may not include standard liability coverage for pollution or environmental impairment. However, the Municipality, Consulting Engineer, or Subconsultant shall acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to the work Performed by the Municipality, Consulting Engineer, or Subconsultant under the PAL for the Design Project

23.2 In the event the Municipality, Consulting Engineer, or Subconsultant, as applicable, secures excess/umbrella liability insurance to meet the minimum coverage requirements for Commercial General Liability or Automobile Liability Insurance coverage, the DOT must be named as an additional insured on that policy.

23.3 For each Design Project, the required insurance coverage of the types and minimum limits as required by the Master Agreement must be provided by an insurance company or companies, with each company, or if it is a subsidiary then its parent company, authorized, pursuant to the Connecticut General Statutes, to write insurance coverage in the State of Connecticut and/or in the state in which it, or in which the parent company, is domiciled. In either case, the company must be authorized to underwrite the specific line coverage. Solely with respect to work Performed directly and exclusively by the Municipality, the Municipality may request that the DOT accept coverage provided under a municipal self-insurance program as more particularly described in section 23.7.

23.4 The Municipality shall provide to the DOT evidence of all required insurance coverages by submitting a Certificate of Insurance on the form(s) acceptable to the DOT fully executed by an insurance company or companies satisfactory to the DOT.

23.5 The Municipality shall produce, and require its Consulting Engineer or any Subconsultant, as applicable, to produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the DOT. In providing said policies, the Municipality, Consulting Engineer or Subconsultant, as applicable, may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of

Master Municipal Agreement for Design Projects

the PAL, and the Master Agreement. The Municipality agrees to notify the DOT with at least thirty (30) days prior notice of any cancellation or change in the insurance coverage required under this Master Agreement.

23.6 The Municipality acknowledges and agrees that the minimum insurance coverage limits set forth in this Master Agreement are subject to increase by the DOT, at its sole discretion, from time to time during the Term of this Master Agreement. The DOT will provide the Municipality with the updated minimum insurance coverage limit requirements as applicable to the particular Design Project. Upon issuance of a PAL by the DOT, and submission of the Written Acknowledgment of the PAL by the Municipality, the Municipality shall comply with the updated minimum insurance coverage limit requirements as specified by the DOT for the particular Design Project.

23.7 Self-insurance.

(a) With respect to activities Performed directly and exclusively by the Municipality with Municipal forces or staff on a particular Design Project, the Municipality may request that the DOT accept coverage provided under a self-insurance program in lieu of the specific insurance requirements set forth in section 23.1. The Municipality shall submit to the DOT a notarized statement, by an authorized representative:

- (1) certifying that the Municipality is self-insured;
- (2) describing its financial condition and self-insured funding mechanism;
- (3) specifying the process for filing a claim against the Municipality's self-insurance program, including the name, title and address of the person to be notified in the event of a claim; and
- (4) agreeing to indemnify, defend and save harmless the State of Connecticut, its officials, agents, and employees, and if the particular Design Project requires work within, upon, over or under the right of way of the National Railroad Passenger Corporation (Amtrak) also indemnify, defend and save harmless Amtrak from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, activities Performed by the Municipality under the PAL issued for the Design Project.

(b) If requested by the DOT, the Municipality must provide any additional evidence of its status as a self-insured entity.

(c) If the DOT, in its sole discretion, determines that such self-insurance program is acceptable, then the Municipality shall assume any and all claims as a self-insured entity.

(d) If the DOT accepts a Municipality's particular self-insurance coverage, the Municipality will not be required to obtain from an insurance company the respective insurance requirement(s) displaced by that particular self-insurance coverage.

Master Municipal Agreement for Design Projects

(e) If the DOT does not approve the Municipality's request to provide coverage under a self-insurance program for the particular activities, the Municipality must comply with the respective insurance requirement(s) stated in the Master Agreement, including but not limited to, the type of coverage and minimum limits applicable to the coverage.

Article 24. Indemnification.

24.1 For the purposes of this Article, the following definitions apply.

(a) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(b) **Municipality's Parties:** A Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to Perform under the Master Agreement or the PAL in any capacity.

(c) **Records:** All working papers and such other information and materials as may have been accumulated by the Municipality Contractor in Performing the Master Agreement or the PAL, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

(d) **State:** The State of Connecticut, including the DOT and any office, department, board, council, commission, institution or other agency or entity of the State.

24.2 The Municipality shall:

(a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns and if the particular Design Project requires work within, upon, over or under the right of way of Amtrak also indemnify, defend and hold harmless Amtrak from and against any and all (1) Claims arising, directly or indirectly, in connection with the Master Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Master Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or

Master Municipal Agreement for Design Projects

uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.

(d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Municipality shall carry and maintain at all times during the term of the Master Agreement, and during the time that any provisions survive the term of the Master Agreement, sufficient general liability insurance to satisfy its obligations under this Master Agreement. The Municipality shall name the State as an additional insured on the policy. The DOT shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the DOT or the State is contributorily negligent.

(f) This section shall survive the termination of the Master Agreement and shall not be limited by reason of any insurance coverage.

Article 25. Sovereign Immunity. Nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the DOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the DOT or any of its officers and employees, which they may have had, now have or will have with respect to matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

Article 26. Defense of Suits by the Municipality. Nothing in this Master Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims. The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the DOT, at law or in equity, under this Master Agreement, including, but not limited to, those relating to damages.

Article 27. Governing Law. The Parties deem the Master Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws.

Master Municipal Agreement for Design Projects

To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the DOT, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. Nothing contained in the terms or provisions of this Master Agreement shall be construed as waiving any of the rights of the DOT under the laws of the State of Connecticut.

Article 28. Obligate the DOT. Nothing contained in this Master Agreement shall be construed to directly or indirectly obligate the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

Article 29. Amendment. This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and conditioned upon approval by the Attorney General of the State of Connecticut, and any additional approvals required by law.

Article 30. Severability. If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

Article 31. Waiver. The failure on the part of the DOT to enforce any covenant or provision herein contained does not waive the DOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by the DOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of the DOT to enforce the same.

Article 32. Remedies are Nonexclusive. No right, power, remedy or privilege of the DOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the DOT at law or in equity.

Article 33. Entire Agreement. This Master Agreement, when fully executed and approved as indicated, constitutes the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either Party hereto unless in writing signed by both Parties hereto.

The Parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

Master Municipal Agreement for Design Projects

STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner

By _____
Thomas A. Harley P.E.
Bureau Chief
Bureau of Engineering and Construction

Date: _____

CITY OF NORWALK

By _____
The Honorable Harry W. Rilling, Mayor

Date: _____

Schedule A

Local Roads

Dear [REDACTED]:

Subject: Project Authorization Letter
For the [REDACTED] (Design Project)

State Project No.
Federal Project No.
Master Agreement No.

On [REDACTED] the State of Connecticut, Department of Transportation (DOT) and the [REDACTED] of [REDACTED] (Municipality) entered into the Master Municipal Agreement for Design Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The Design Project is to provide [REDACTED], beginning at a point [REDACTED] and ending at [REDACTED], a distance of [REDACTED] feet.

Funding for the Design Project is provided under [REDACTED] and payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is \$[REDACTED]. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT. Attached is an estimated engineering cost break down for Design Project activities. A Demand Deposit in the amount of \$[REDACTED] is due the DOT for [REDACTED].

This Design Project has been assigned a [REDACTED] goal of [REDACTED]% and the Municipality shall comply with the requirements pertaining to the goal as stipulated in the Master Agreement.

The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Design Project. The Municipality may advance or begin work on the Design Project only after it has received from the DOT an Authorization to Proceed Notice.

Please indicate your concurrence with the PAL by signing below on or before [REDACTED] and returning a copy to the DOT's Authorized Representative. The signature of the Designated Municipal Official evidences the Municipality's concurrence with the PAL and constitutes the

Schedule A

Written Acknowledgement of the PAL. You may submit the Written Acknowledgement of the PAL to the DOT's Authorized Representative in hard copy or by facsimile or electronic transmission. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Design Project.

If you have any questions please contact [REDACTED], the Project Manager at (860) 594-[REDACTED].

Very truly yours,

Authorized DOT Representative

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL

Concurred By _____ Date _____
Print Name:
Designated Municipal Official

Schedule A

PAL ATTACHMENT
STATE PROJECT NO.XXX
FEDERAL PROJECT NO.XXXX
ESTIMATED Design COSTS

A. Municipal Design Project Cost - Consultant Services	\$
B. Municipal Design Project Cost – Municipal Forces	\$
C. Extra Work Allowance (+/-10% of A+B) – in accordance with Section 11 of the Master Agreement.	\$
D. Total Municipal Cost (A+B+C)	\$
E. DOT-provided Services – Design	\$
F. DOT-provided Services – Administrative Oversight	\$
G. DOT-provided Services – Audits	\$
H. Extra Work Allowance – DOT Forces (+/-10% of E+F+G)	\$
I. Total Design Cost – DOT Forces (E+F+G+H)	\$
J. Total Design Cost (D+I)	\$
K. Federal Proportionate Share of the Total Design Cost (80% of J)	\$
L. DOT Proportionate Share of the Total Design Cost (X% of J)	\$
M. Maximum Amount of Reimbursement to the Municipality (X% of D)	\$
N. Demand Deposit Required from the Municipality	\$

(NOTE: Depending on the federal program the cost sharing between the parties will vary and this attachment will be adjusted accordingly by the initiating unit.)

Schedule B

CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (2010)

1. General:

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by federal Executive Order 11246, federal Executive Order 11375 are set forth in Required Contract Provisions (For PR-1273 or 1316, as appropriate) and these special provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors
Consultants and Subconsultants
Suppliers of Materials and Vendors (where applicable)
Municipalities (where applicable)
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or Subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of federal Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or Subconsultant.

2. Equal Employment Opportunity Policy:

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. Subcontracting:

a) The Company will use his/her best efforts to solicit bids from and to utilize minority

Schedule B

group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract Compliance.

b) The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

4. Records and Reports:

a) The Company will keep such Records as are necessary to determine compliance with equal employment opportunity obligations. The Records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b) All such Records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c) The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision," the Company will be required to furnish Form FHWA 1409.

Schedule C

SPECIAL PROVISION DISADVANTAGED BUSINESS ENTERPRISES AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS FOR FEDERAL FUNDED PROJECTS

Revised – April 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the award and execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

- A. "Administrative Agency" means the agency responsible for awarding the contract.
- B. "ConnDOT" means the Connecticut Department of Transportation.
- C. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").
- D. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.
- E. "Contract," "Agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.
- F. "Contractor," means a consultant, second party or any other entity doing business with the Administrative Agency or, as the context may require, with another Contractor.
- G. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:
 - 1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
 - 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 - 3. Certified by ConnDOT under 49 CFR Part 26 or 23.
- H. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.
- I. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 -- "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes Good Faith Efforts.

Schedule C

J. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

K. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

1. Any individual who ConnDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.

2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Mariana Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

Schedule C

II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Administrative Agency and ConnDOT deem appropriate.

B. The Contractor shall cooperate with the Administrative Agency, ConnDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" ("49 CFR Part 26"), as revised. The Contractor shall also cooperate with the Administrative Agency, ConnDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Administrative Agency.

D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by ConnDOT's Division of Contract Compliance for the type(s) of work they will perform.

E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without the approval of the Administrative Agency, the Contractor may not be eligible for payment for those items of work.

F. In the event a DBE firm that was listed in the award documents is unable or unwilling to perform the work assigned; the Contractor shall notify the Administrative Agency immediately and make efforts to obtain a release of work from the firm. The Contractor shall use the DBE Directory to identify and contact firms certified to perform the type of work that was assigned to the unable or unwilling DBE firm. If the Contractor is unable to find a DBE replacement, then the Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement.

G. At the completion of all Contract work, the Contractor shall submit a final report to the Administrative Agency indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the Administrative Agency detailing the Good Faith Efforts made during the performance of the Contract to satisfy the goal. Documentation is to include, but not be limited to, the following:

1. A detailed statement of the efforts made to replace an unable or unwilling DBE firm, and a description of any additional subcontracting opportunities that were identified and offered to DBE firms in order to increase the likelihood of achieving the stated goal.

A detailed statement, including documentation of the efforts made to contact and solicit bids from certified DBEs, including the names, addresses, and telephone numbers of each DBE firm

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contacted; the date of contact and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and the response from firms contacted.

2. Provide a detailed statement for each DBE that submitted a subcontract proposal which the Contractor considered not to be acceptable stating the reasons for this conclusion.
3. Provide documents to support contacts made with the Administrative Agency requesting assistance in satisfying the specified Contract goal.
4. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

H. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs and verified by the Administrative Agency. In instances where the Contractor can adequately document or substantiate its Good Faith Efforts made to meet the specified percentage to the satisfaction of the Administrative Agency, no reduction in payments will be imposed.

I. All Records must be retained for a period of three (3) years following acceptance by the Administrative Agency of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Administrative Agency, ConnDOT (when the Administrative Agency is other than ConnDOT) and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the Records shall be retained until all litigation, claims, or audits findings involving the Records are resolved.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, the Administrative Agency requires the following:

A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.

B. The DBE goal percentage will be provided as part of the Project Authorization Letter. The goal shall be based upon the total Contract value. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under the Contract in accordance with 49 CFR Part 26.55 Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

C. Within 7 days after the bid opening, the low bidder shall indicate in writing to the Administrative

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Agency, on the forms provided, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named DBE and the low bidder. The named DBE shall be from a list of certified DBEs available from ConnDOT. In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.

D. The prime Contractor shall submit to the Administrative Agency all requests for subcontractor approvals on the standard forms provided by the Administrative Agency.

If the request for approval is for a DBE subcontractor for the purpose of meeting the Contract DBE goal, a copy of the legal Contract between the prime contractor and the DBE subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the Contract between the prime and the DBE subcontractor must also be submitted to the Administrative Agency with an explanation of the change(s). The Contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime contractor, a copy of the rental agreement must be submitted.
3. A statement addressing any special arrangements for manpower.

E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to the Administrative Agency which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Administrative Agency) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable or unwilling to perform in conformity to the scope of service, or is in default of its Contract. The Contractor's ability to negotiate a more advantageous Agreement with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.

F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Administrative Agency in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.

G. When a DBE is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make Good Faith Efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate DBE is proposed, a revised submission to the Administrative Agency together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to the

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Administrative Agency indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

J. Each contract that the Administrative Agency signs with a Contractor and each subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the Administrative Agency with:

1. Substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Administrative Agency, or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER DBE CREDIT:

A. Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Administrative Agency to be reasonable and consistent with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Administating Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing bonds or insurance specifically required for the

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performance of the Contract, provided that the fees or commissions are determined by the Administrative Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 1020.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the Good Faith Efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its Good Faith Efforts are deemed satisfactory and approved by the Administrative Agency. To obtain such an exception, the Contractor must submit an application to the Administrative Agency, which documents the specific Good Faith Efforts that were made to meet the DBE goal. An application form entitled "Review of Pre-Award Good Faith Efforts" is attached hereto.

The application must include the following documentation:

1. A statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;
2. A statement setting forth all parts of the Contract that are likely to be sublet;
3. A statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. Copies of all letters sent to DBEs;
5. A statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
6. A statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;
7. Copies of letters received from DBEs in which they declined to bid;
8. A statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;
9. A statement setting forth the dates that calls were made to ConnDOT's Division of Contract

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Compliance seeking DBE referrals and the result of each such call; and

10. Any information of a similar nature relevant to the application.

The review of the Contractor's Good Faith Efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Administrative Agency will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

B. Upon receipt of the submission of an application for review of pre-award Good Faith Efforts, the Administrative Agency will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's Good Faith Efforts. Within fourteen (14) days of receipt of the documentation, the Administrative Agency shall notify the Contractor by mail of the approval or denial of its Good Faith Efforts.

C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Administrative Agency. The Administrative Agency will forward the Contractor's reconsideration request to the ConnDOT Division of Contract Compliance for submission to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate Good Faith Efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the Contractor, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's determination is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Administrative Agency within fourteen (14) days of receipt of the written notification of denial, the DBEs it will use to achieve the goal indicated in III.B.

D. Approval of pre-award Good Faith Efforts does not relieve the Contractor from its obligation to make continuous good faith efforts throughout the duration of the project to achieve the DBE goal.

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Connecticut Department of Transportation Application for Review of Pre-award Good Faith Efforts

Directions: A Contractor who is unable to meet the percentage goals set forth in the Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers - Part III-B shall submit the attached application requesting a review of its Good Faith Efforts to meet the goal.

The Contractor must show that it took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation. Appendix A of 49 CFR Part 26 - "Guidance Concerning Good Faith Efforts" will be generally but not exclusively, utilized in evaluating Good Faith Efforts. All applications must be in writing, signed and dated and include the following:

1. a statement setting forth in detail which parts, if any, of the contract were reserved by the contractor and not available for bid from subcontractors;
2. a statement setting forth all parts of the contract that are likely to be sublet;
3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. copies of all letters sent to DBEs;
5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
6. a statement listing the dates and DBEs that were contacted by other means other than telephone and the result of each contact;
7. copies of letters received from DBEs in which they declined to bid;
8. a statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;
9. a statement setting forth the dates that calls were made to ConnDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and
10. any information of a similar nature relevant to the application.

All applications shall be submitted to the Manager of Contracts. Upon receipt of the submission requesting a review of pre-award Good Faith Efforts, ConnDOT's Manager of Contracts shall submit the documentation to the Division of Contract Compliance who will review the documents and determine if the package is complete and accurate and adequately documents the Contractor's Good Faith Efforts. Within fourteen (14) days of receipt of the documentation, the Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its Good Faith Efforts.

If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to: Manager of Contracts, P.O. Box 317546, Newington, CT 06131-7546. The Manager of Contracts will forward the Contractor's reconsideration request to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the contractor, via certified mail, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's determination is final.

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**Connecticut Department of Transportation
Application for Review of Pre-award Good Faith Efforts**

Name of Company: _____

Address: _____

Project# _____

Contract goal as set forth in Special Provisions Part III-B. _____ %

Total DBE commitments obtained, by subcontracting and/or procurement of material and/or services. (Attach DBE Participation Approval Request(s)) \$ _____ % of Total Contract

1. Items of Contract not available for subletting. (Attach additional sheets, if necessary.)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
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2. Items of Contract likely to be sublet. (Attach additional sheets, if necessary)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
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3. Items of Contract DBEs solicited to bid. If partial item, indicate work, materials, and/or services bids were solicited for. (Attach additional sheets, if required.)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
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4. Names of DBEs contacted. (Attach additional sheets, if necessary. Attach copies of all correspondence.)

<u>Name of DBE</u>	<u>Items Contacted for</u>	<u>Date of Contact</u>	<u>Phone/Cert.Mail Other _____</u>	<u>Result</u>
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5. Names of DBEs who were quoted on contract (be very specific and include items and amounts; attach documentation).

<u>Name of DBE</u>	<u>Item of Work Quoted</u>	<u>Date of Quote</u>	<u>Reason(s) for Rejection of Bid</u>
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6. Names of DBEs contacted who did not bid. (Attach copies of all supporting correspondence and phone logs.)

<u>Name of DBE</u>	<u>Items of Work</u>	<u>Date DBE Declined</u>	<u>Reason for Refusal to Bid</u>
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7. Date(s) contractor contacted ConnDOT Division of Contract Compliance seeking DBE referrals. (Provide complete documentation, including phone logs.)

Date and Name of Contact: _____

Name of DBE Referred by ConnDOT

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8. Any additional information that should be considered in this application.

Contractor Signature

Title

Date: _____

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SPECIAL PROVISION
SMALL CONTRACTOR AND SMALL CONTRACTOR MINORITY BUSINESS
ENTERPRISES (SET-ASIDE)

April, 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the execution of the Contract.

I. **GENERAL**

- A. The municipality shall cooperate with the Connecticut Department of Transportation (ConnDOT) in implementing the required contract obligations concerning Small Contractor and Small Contractor Minority Business Enterprises utilization on this Contract in accordance with Section 4a-60g of the Connecticut General Statutes, as revised. References, throughout this Special Provision, to Small Contractor are also implied references to Small Contractor Minority Business Enterprises as both relate to Section IIA of these provisions. The municipality shall also cooperate with ConnDOT in reviewing the contractor's activities relating to this provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.
- B. For the purpose of this Special Provision, the Small Contractor named to satisfy the set-aside requirements must be certified by the Department of Administrative Services, Supplier Diversity Program (860)713-5236; www.das.state.ct.us as a Small Contractor as defined by Section 4a-60g of the Connecticut General Statutes, as revised, and is subject to approval by ConnDOT to do the work for which it is nominated.
- C. Contractors who allow work which they have designated for Small Contractor participation in the pre-award submission required under Section IIC to be performed by other than the approved Small Contractor organization and prior to concurrence by ConnDOT, will not be paid for the value of the work performed by organizations other than the Small Contractor designated.
- D. If the contractor is unable to achieve the specified contract goals for Small Contractor participation, the contractor shall submit written documentation to the municipality indicating his/her good faith efforts to satisfy set-aside requirements. Documentation is to include but not be limited to the following:
 - 1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by each Small Contractor in order to increase the likelihood of achieving the stated goal.
 - 2. A detailed statement, including documentation of the efforts made to contact and solicit contracts with each Small Contractor, including the names, addresses,

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dates and telephone numbers of each Small Contractor contacted, and a description of the information provided to each Small Contractor regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.

3. For each Small Contractor that placed a subcontract quotation which the contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.
 4. Documents to support contacts made with the municipality and/or ConnDOT requesting assistance in satisfying the Contract specified or adjusted Small Contractor dollar requirements.
 5. Document other special efforts undertaken by the contractor to meet the defined set-aside requirement.
- E. Failure of the contractor to have at least the specified dollar amount of this Contract performed by a Small Contractor as required in Section II A of this Special Provision will result in the reduction in the Contract payment to the contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section II A, the dollar payments for the work actually performed by each Small Contractor. The deficiency in Small Contractor achievement, will therefore, be deducted from the final Contract payment. However, in instances where the contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of ConnDOT, no reduction in payments will be imposed.
- F. All Records must be retained for a period of three (3) years following completion and acceptance of the work performed under the Contract and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT or the United States Department of Transportation.
- G. Nothing contained herein, is intended to relieve any contractor or subcontractor from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

II. SPECIFIC REQUIREMENTS

In order to increase the participation of Small Contractors, ConnDOT requires the following:

- A. The Small Business Enterprise (SBE) set-aside percentage will be provided as part of the Project Authorization Letter. Compliance with this provision may be fulfilled when a SBE or any combination of SBEs perform work. Not less than the set-aside

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percentage assigned to the project shall be subcontracted to and performed by, and/or supplied by, manufactured by and paid to Small Contractors and/or Small Contractors Minority Business Enterprises.

- B. The contractor shall assure that each Small Contractor will have an equitable opportunity to compete under this Special Provision, particularly by arranging solicitations, time for the preparation of fee proposals, scope of work, and delivery schedules so as to facilitate the participation of each Small Contractor.
- C. The contractor shall provide to the municipality within seven (7) days after the bid opening the following items:
1. Certification (Exhibit I) signed by each named Small Contractor [subcontractor listing a description of the work and] certifying that the dollar amount of all contract(s) and/or subcontract(s) that have been awarded to him/her for the current State Fiscal Year (July 1 - June 30) does not exceed the Fiscal Year limit of \$15,000,000.00.
 2. A certification of work to be subcontracted (Exhibit I) signed by both the contractor and the Small Contractor listing the work items and the dollar value of the items that the nominated Small Contractor is to perform on the project to achieve the minimum percentage indicated in Section IIA above.
 3. It is the responsibility of the contractor to ensure that the Small Contractor and Small Contractor Minority Business Enterprises named are qualified to perform the designated scope of work.
- D. After the contractor signs the Contract, the contractor will be required to meet with the municipality to review the following:
1. What is expected with respect to the Small Contractor set aside requirements.
 2. Failure to comply with and meet the requirement can and will result in monetary deductions from payment.
 3. Each quarter after the start of the Small Contractor the contractor shall submit a report to the municipality indicating the work done by, and the dollars paid to each Small Contractor to date.
 4. What is required when a request to sublet to a Small Contractor is submitted.
- E. The contractor shall submit to the municipality all requests for subcontractor approvals on standard forms provided by the municipality.

If the request for approval is for a Small Contractor subcontractor for the purpose of

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meeting the Contract required Small Contractor percentage stipulated in Section IIA, a copy of the legal agreement between the contractor and the Small Contractor subcontractor must also be submitted at the same time. Any subsequent amendments or modifications of the contract between the contractor and the Small Contractor subcontractor must also be submitted to the municipality with an explanation of the change(s). The contract must show items of work to be performed, phases/tasks and, if a partial item, the work involved by both parties.

In addition, the following documents are to be attached, if applicable:

- (1) A statement explaining any method or arrangement for renting equipment. If rental is from a contractor, a copy of rental agreement must be submitted.
 - (2) A statement addressing any special arrangements for manpower.
- F. In instances where a change from the originally approved named Small Contractor (see Section IB) is proposed, the contractor is required to submit, in a reasonable and expeditious manner, a revised submission, comprised of the documentation required in Section IIC, Paragraphs 1 and 2 and Section IIE together with documentation to substantiate and justify the change (i.e., documentation to provide a basis for the change) to the municipality for its review and approval prior to the implementation of the change. The contractor must demonstrate that the originally named Small Contractor is unable to perform in conformity to specifications, or unwilling to perform, or is in default of its contract, or is overextended on other jobs. The contractor's ability to negotiate a more advantageous contract with another Small Contractor is not a valid basis for change. Documentation shall include a letter of release from the originally named Small Contractor indicating the reason(s) for the release.
- G. Contractors subcontracting with a Small Contractor to perform work or services as required by this Special Provision shall not terminate such firms without advising the municipality, in writing, and providing adequate documentation to substantiate the reasons for termination if the designated Small Contractor firm has not started or completed the work or the services for which it has been contracted to perform.

III. **BROKERING**

For the purpose of this Special Provision, a Broker is one who acts as an agent for others in negotiating contracts, purchases, sales, etc., in return for a fee or commission. Brokering of work by a Small Contractor is not allowed and is a Contract violation.

IV. **PRE-AWARD WAIVERS:**

If the contractor's submission of the Small Contractor listing, as required by Section IIC, indicates that it is unable, by subcontracting to obtain commitments which at least equal

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the amount required by Section IIA, it may request, in writing, a waiver of up to 50% of the amount required by Section IIA. To obtain such a waiver, the contractor must submit a completed "Application for Waiver of Small Contractor Goals" to the municipality which must also contain the following documentation:

- A. Information described in Section IVB.
- B. For each Small Contractor contacted but unavailable, a statement from each Small Contractor confirming its unavailability.

Upon receipt of the submission requesting a waiver, the municipality shall submit the documentation to the Manager of Contract Compliance who shall review it for completeness. After completion of the Director of Contract Compliance's review, he/she should write a narrative of his/her findings of the application for a waiver, which is to include his/her recommendation. The Manager of Contract Compliance shall submit the written narrative to the Chairperson of the Screening Committee at least five (5) working days before the scheduled meeting. The contractor shall be invited to attend the meeting and present his/her position. The Screening Committee shall render a determination on the waiver request within five (5) working days after the meeting. The Screening Committee's determination shall be final. Waiver applications are available from ConnDOT.

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SPECIAL PROVISION SMALL BUSINESS PARTICIPATION PILOT PROGRAM SBPPP AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS

Revised – April, 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the award and execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

- A. "ConnDOT" means the Connecticut Department of Transportation.
- B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").
- C. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.
- D. "Contract," "Agreement" or "Subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.
- E. "Contractor," means a consultant, second party or any other entity doing business with the Municipality or, as the context may require, with another Contractor.
- F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:
1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.
- H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.
- I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section

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26.65(b).

J. "Small Business Participation Pilot Program" ("SBPPP") means small businesses certified as a Disadvantaged Business Enterprise (DBE) firm by ConnDOT; or firms certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services; or firms certified by the United States Small Business Administration (USSBA) as an 8(a) or SDB or HUBZone firm; or firms that are a current active recipient of a United States Small Business Administration Loan (loan must be documented).

K. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

1. Any individual who ConnDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.

2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans," which includes persons having origins in any of the black racial groups of Africa;

ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Mariana Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract

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or such other remedy, as the Municipality and ConnDOT deem appropriate.

B. The Contractor shall cooperate with the Municipality, ConnDOT and DOT in implementing the requirements concerning SBPPP utilization on this Contract. The Contractor shall also cooperate with the Municipality, ConnDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor's SBPPP program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Municipality.

D. For the purpose of this "Special Provision", the SBPPP contractor(s) named to satisfy the requirements must meet one of the following criteria;

1. Certified as a Disadvantaged Business Enterprise (DBE) firm by ConnDOT;
2. Certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services;
3. Certified by the USSBA as an 8(a) or SDB firm;
4. Certified by the USSBA as a HUBZone firm; or
5. A current active recipient of a United States Small Business Administration Loan (loan documentation required).

E. If the Contractor allows work designated for SBPPP participation required under the terms of this Contract and required under III-B to be performed by other than the named SBPPP firm without concurrence from the Municipality, the Municipality will not pay the Contractor for the value of the work performed by firms other than the designated SBPPP.

F. In the event a SBPPP firm that was listed in the award documents is unable or unwilling to perform the work assigned; the Contractor shall notify the Municipality immediately and make efforts to obtain a release of work from the firm. If the Contractor is unable to find a SBPPP replacement, then the Contractor should identify other contracting opportunities and solicit SBPPP firms in an effort to meet the contract SBPPP goal requirement.

G. At the completion of all Contract work, the Contractor shall submit a final report to the Municipality indicating the work done by, and the dollars paid to SBPPPs. If the Contractor does not achieve the specified Contract goals for SBPPP participation, the Contractor shall also submit written documentation to the Municipality detailing its good faith efforts to satisfy the goal throughout the performance of the Contract. Documentation is to include, but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by SBPPPs in order to increase the likelihood of achieving the stated goal.
2. A detailed statement, including documentation of the efforts made to contact and solicit bids with SBPPPs, including the names, addresses, dates and telephone numbers of each SBPPP contacted, and a description of the information provided to each SBPPP regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.
3. Provide a detailed statement for each SBPPP that submitted a subcontract proposal, which the

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Contractor considered not to be acceptable stating the reasons for this conclusion.

4. Provide documents to support contacts made with ConnDOT requesting assistance in satisfying the Contract specified goal.

5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

H. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by SBPPPs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by SBPPPs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of the Municipality and ConnDOT, no reduction in payments will be imposed.

I. All Records must be retained for a period of three (3) years following acceptance by the Municipality of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Municipality, ConnDOT and or Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the Records shall be retained until all litigation, claims, or audits findings involving the Records are resolved.

J. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of SBPPPs, the Municipality requires the following:

A. The Contractor shall assure that certified SBPPPs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of SBPPPs regardless if a Contract goal is specified or not.

B. The SBPPP goal percentage will be provided as part of the Project Authorization Letter. The goal shall be based upon the total contract value. Compliance with this provision may be fulfilled when a SBPPP or any combination of SBPPPs perform work. Only work actually performed by and/or services provided by SBPPPs which are certified for such work and/or services can be counted toward the SBPPP goal. Supplies and equipment a SBPPP purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

C. Within seven (7) days after the bid opening, the low bidder shall indicate in writing to the Municipality, on the forms provided, the SBPPPs it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each SBPPP that will participate in this Contract, a description of the

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work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named SBPPP and the low bidder.

D. The prime Contractor shall submit to the Municipality all requests for subcontractor approvals on the standard forms provided by the Municipality.

If the request for approval is for a SBPPP subcontractor for the purpose of meeting the Contract SBPPP goal, a copy of the legal contract between the prime and the SBPPP subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the contract between the prime and the SBPPP subcontractor must also be submitted to the Municipality with an explanation of the change(s). The contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime, a copy of the rental agreement must be submitted.
3. A statement addressing any special arrangements for manpower.
4. Requests for approval to issue joint checks.

E. The Contractor is required, should there be a change in a SBPPP they submitted in III-C, to submit documentation to the Municipality which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Municipality) prior to the implementation of the change. The Contractor must demonstrate that the originally named SBPPP is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous contract with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named SBPPP indicating the reason(s) for the release.

F. Contractors subcontracting with SBPPPs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Municipality in writing, and providing adequate documentation to substantiate the reasons for termination if the SBPPP has not started or completed the work or the services for which it has been contracted to perform.

G. When a SBPPP is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make good faith efforts to find other SBPPP opportunities to increase SBPPP participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate SBPPP is proposed, a revised submission to the Municipality together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to the Municipality indicating the work done by, and the dollars paid to, the SBPPP for the current quarter and to date.

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J. Each contract that the Municipality signs with a Contractor and each Subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a SBPPP supplier or manufacturer to satisfy a portion or all of the specified SBPPP goal, the Contractor must provide the Municipality with substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Credit for SBPPP suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular SBPPP dealer. A "regular dealer" is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

C. Credit for SBPPP manufacturers is 100% of the value of the manufactured product. A "manufacturer" is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Municipality, ConnDOT or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER SBPPP CREDIT:

A. Contractors may count towards their SBPPP goals the following expenditures with SBPPPs that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Municipality to be reasonable and consistent with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a SBPPP but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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VI. BROKERING

A. Brokering of work by SBPPPs who have been approved to perform Subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. SBPPPs involved in the brokering of Subcontract work that they were approved to perform may be decertified.

C. Firms involved in the brokering of work, whether they are SBPPPs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 1020.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its good faith efforts are deemed satisfactory and approved by ConnDOT. To obtain such an exception, the Contractor must submit an application to the Municipality, which documents the specific good faith efforts that were made to meet the SBPPP goal. An application form entitled "Review of Pre-Award Good Faith Efforts" is attached hereto.

The application must include the following documentation:

1. A statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;
2. A statement setting forth all parts of the Contract that are likely to be sublet;
3. A statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. Copies of all letters sent to SBPPPs;
5. A statement listing the dates and SBPPPs that were contacted by telephone and the result of each contact;
6. A statement listing the dates and SBPPPs that were contacted by means other than telephone and the result of each contact;
7. Copies of letters received from SBPPPs in which they declined to bid;
8. A statement setting forth the facts with respect to each SBPPP bid received and the reason(s) any such bid was declined;
9. A statement setting forth the dates that calls were made to ConnDOT's Division of Contract Compliance seeking SBPPP referrals and the result of each such call; and

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10. Any information of a similar nature relevant to the application.

The review of the Contractor's good faith efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Municipality will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

B. Upon receipt of the submission of an application for review of pre-award good faith efforts, the Municipality shall submit the documentation to ConnDOT's initiating unit for submission to the ConnDOT Division of Contract Compliance. The ConnDOT Division of Contract Compliance will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the ConnDOT Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.

C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Municipality. The Municipality will forward the Contractor's reconsideration request to the ConnDOT initiating unit for submission to the Screening Committee. The Screening Committee will schedule a meeting within fourteen (14) days of receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the Screening Committee will send the Contractor, via certified mail, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The Screening Committee's determination is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Municipality within fourteen (14) days of receipt of the written notification of denial, the SBPPP's it will use to achieve the goal indicated in III-B.

D. Approval of pre-award good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the SBPPP goal should contracting opportunities arise during actual performance of the Contract work.



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-30

July 23, 2015

SUBJECT: Maximum Fees for Architects, Engineers, and Consultants

It is Department policy that maximum fees for architects, engineers, and consultants shall be in accordance with the provisions of Chapter 11 of United States Code Title 40, Part 36 of Title 48 of the Code of Federal Regulations (CFR) and 23USC 112(b)2:

Under the terms of these federal regulations, the Department "shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency...." and "....shall apply such rates for the purpose of contract estimation, negotiation, administration, reporting and contract payment and shall not be limited by administrative or defacto ceilings of any kind."

If a project, part of a project or, a new task based assignment (project) is federal funded, then the above stated requirements shall apply.

All new agreements that do not have federal funding will apply the requirements of Policy Statement No. EX.O.-33, dated June 25, 2015.

The below listed agreement and assignments **which contain the reference of GL 97-1** in their language shall be completed using the maximum limits contained in OPM's GL 97-1:

- Existing agreements that are supplemented after June 25, 2015
- Existing task based agreements
- New task based assignments (projects) that have no federal funding
- Extra work claims on existing agreements

This policy also applies to those entities (i.e., towns, utilities, etc.) that receive federal funding for any phase of a project.

(This Policy Statement supersedes Policy Statement No. F&A-30 dated April 12, 2006)


James Redeker
Commissioner



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. EX.O.-33
June 25, 2015

SUBJECT: Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants performing services for the Department

On May, 4 2015 the Office of Policy and Management (OPM) rescinded OPM General Letter No.

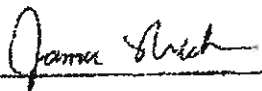
97-1. OPM is currently working, in consultation with DOT, to establish revised guidelines regarding the reasonableness and allow-ability of various cost factors related to engineering consultant services as required by Section 13b-20m of the Connecticut General Statutes.

In the interim, the Department will utilize the following Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants performing services for the Department:

All contracts for architects, engineers and consultants shall be negotiated and awarded on the following basis:

1. Burden, Fringe, Overhead and Profit -Actual but not to exceed 165% for work utilizing a Home Office rate and 130% for work utilizing a Field Office rate.
2. Travel - Maximum is established per the State Travel Regulations (Manager's Agreement).

Each such contract must contain appropriate language to clearly acknowledge the parameters of this letter.


James Redeker
Commisioner

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Mandatory State and Federal Requirements

1. **Executive Orders.** This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. The Master Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. At the Municipality's request, the State shall provide a copy of these orders to the Municipality.

2. **Code of Ethics.** The Municipality shall comply with the policies set forth in Policy Statement Policy No. F&A-10 ("Code of Ethics Policy"), Connecticut Department of Transportation, June 1, 2007, attached hereto as **Schedule I**.

3. **Suspension or Debarment.** The Municipality agrees and acknowledges that suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

4. **Certification .**

A. The signature on the Master Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Has not, within the prescribed statutory time period preceding this Master Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of Records, making false statements, or receiving stolen property;

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

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(iv) Has not, within a five-year period preceding this Master Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Master Agreement.

C. The Municipality agrees to insure that the following certification be included in each subcontract agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

5. **Title VI Contractor Assurances.** The Municipality agrees that as a condition to receiving federal financial assistance, if any, under the Master Agreement, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000d -2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances", attached hereto at **Schedule J**, all of which are hereby made a part of this Master Agreement.

6. **Certification for Federal-Aid Contracts** (Applicable to contracts exceeding \$100,000):

A. The Municipality certifies, by signing and submitting this Master Agreement, to the best of his/her/its knowledge and belief, that:

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

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit a Disclosure of Lobbying Activities form (Form SF-LLL) available at the Office of Budget and Management's ("OMB") website at

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http://www.whitehouse.gov/omb/grants_forms/, in accordance with its instructions. If applicable, Form SF-LLI shall be completed and submitted with the Master Agreement.

B. This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The Municipality shall require that the language of this Certification be included in all subcontracts, sub-subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. These completed Disclosure Forms-LLI, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.

7. **Americans Disabilities Act of 1990.** This clause applies to municipalities who are or will be responsible for compliance with the terms of the Americans Disabilities Act of 1990 ("ADA"), Public Law 101-336, during the term of the master Agreement. The Municipality represents that it is familiar with the terms of this ADA and that it is in compliance with the ADA. Failure of the Municipality to satisfy this standard as the same applies to performance under this Master Agreement, either now or during the term of the Master Agreement as it may be amended, will render the Master Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this ADA, as the same applies to performance under this Master Agreement.

8. The Municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Municipality receiving state funds must comply with the Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

FEDERAL SINGLE AUDIT: Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller

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General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The Municipality shall require that the Records of an independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports and shall require that the CPA provide the State with access to any Records of the CPA pertaining to the Master Agreement so that the State may audit or review all such Records.

9. When the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Specific Equal Employment Opportunity Responsibilities" ("SEEOR"), dated 2010, attached at **Schedule B**, as may be revised, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

Schedule I



CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

For questions, contact the Ethics Compliance Officer's Designee:

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Schedule I

Tel. (860) 594-3045

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. ***Gifts:*** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. ***Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:*** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

Schedule I

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one

Schedule I

month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former

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DOT employees contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. **Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

Schedule I

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)


Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

Schedule J

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 45, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, Records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation, (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



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

To: City of Norwalk, Department of Public Works Committee
From: Chris Torre, Superintendent of Operations
CC: Bruce Chimento, Director of Public Works
Lisa Burns, Principle Engineer
Kathryn Hebert, Administrative Services Manager
Date: September 1, 2016
Re: Treated Rock Salt Sole Source Request

Resolution:

ADDED ITEM:

kk Authorize the Purchasing Agent to issue a Sole Source Purchase Order to Cargill for Treated Road Salt for Snow and Ice Control, pricing not to exceed \$88.87 per ton for normal and after-hour deliveries effective for the ~~2015-2016~~ 2016-2017 winter season.

Account # 014025-5322

2016-2017



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

Wednesday, August 31, 2016

Billing Information		Shipping Information	Contact Information	
Name	NORWALK CITY OF CT	CITY OF NORWALK	Attn:	CHRIS TORRE
Account Number	1500028673	2500027733	Title	
Address 1	125 EAST AVE	15 S SMITH ST	Phone	
P O Box			Fax	
City State Zip	NORWALK, CT 06851-5702	NORWALK, CT 06855-1017	Mobile	
County			e-mail	

***PLEASE VERIFY THAT ALL CONTACT INFORMATION IS CORRECT. IF CHANGES ARE REQUIRED PLEASE NOTE THEM ON THE NEXT PAGE.**

Cargill, Incorporated Deicing Technology Business ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2016/2017 season.

Price Basis Per Ton

Product	Pickup (Minimum 10-ton loads)	Delivered (Standard truckloads)	Estimated Tons	Terminal
100012763 -- ClearLane® enhanced deicer	N/A	\$88.87	3,000	2KL MOUNT MARION

THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.

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

TERMS AND CONDITIONS -

1. Provided this Price Quote Letter is signed and returned within ten (10) business days from the Date, Cargill agrees to hold the quoted prices firm from August 31, 2016 through April 30, 2017. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customer's adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
2. If purchase is not made by December 31, 2016, Cargill reserves the right to revoke the pricing provided in this Price Quote Letter.
3. The Estimated Tons figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Tons. Cargill is not obligated to sell Customer any quantity of the Estimated Tons.
4. Cargill's obligation to sell Product(s) is SUBJECT TO PRODUCT AVAILABILITY. Cargill has the right to (i.) decline, or suspend shipments of, any Customer order placed under this Price Quote Letter or (ii.) terminate this Price Quote Letter if, at any time, Cargill encounters Product shortages due to commitments to other customers. In addition, Cargill reserves the right to decline, or suspend shipments of, any Customer order placed under this Price Quote Letter for any reason(s) relating to: Conditions at any Cargill terminal/production facility, weather conditions, or any other reason that may affect Cargill's ability to accept orders.
5. Estimated delivery time three to seven business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
6. By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s).

Payment Terms	NET 30 DAYS	Credit Limit	ESTABLISHED
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PAYMENT TERMS AND CREDIT LIMIT ARE SUBJECT TO CHANGE.

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

Cargill, Incorporated Deicing Technology Business Amanda Knaus Sales Account Manager Amanda_Knaus@cargill.com 440-716-4774 - P 952-387-1482 - F	Accepted
	Signature:
	Name:
	Title:
	e-mail:

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

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

Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.			
Billing Information		Shipping Information	
Name:			
DBA (if applicable)			
Address 1			
Address 2			
City State Zip			
County			
Attn:			
Phone		Fax	e-mail:

TERMS AND CONDITIONS OF COMMERCIAL ROAD SALT SALES	
1. TERMS TO GOVERN. The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller. 2. TITLE/RISK OF LOSS. Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer. 3. PAYMENT AND CREDIT TERMS. Failure of the Buyer to pay on the due date for products shipped shall give Seller the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status. 4. WARRANTY AND LIMITATION OF LIABILITY. Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE. 5. EXCLUSIVE REMEDY. If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price. 6. FORCE MAJEURE. Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire, flood, windstorm, acts of governmental authorities, strikes, shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.	7. INCREASES. Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and/or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its plant closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another plant, to the extent it is available, subject to Buyer's payment of all increased freight costs. 8. DELIVERY. Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option. 9. TERMINATION. If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated as bankrupt, and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party. 10. TAXES. Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services. 11. ASSIGNMENT. The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller. 12. FORWARD CONTRACT. The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code. 13. CONTRACT AMBIGUITIES. The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.

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

SOLE SOURCE PROCUREMENT REQUEST

Date - September 1, 2016

Please read the Sole Source Procurement Policy printed on the reverse side 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.

Treated Rock Salt

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, or 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 procured for resale or donation.
- ☐ A public utility service.
- ☒ Other, please explain - Please see attached memo!
- Please see attached memo!

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.

Department Head's Signature

The Purchasing Agent

Corporation Counsel

☐ Supports ☐ Does not Support

☐ Supports ☐ Does not Support

this request for a sole source purchase

Signature

Signature



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

To: City of Norwalk, Department of Public Works Committee

From: Chris Torre, Superintendent of Operations

CC: Bruce Chimento, Director of Public Works
Lisa Burns, Principle Engineer
Kathryn Hebert, Administrative Services Manager

Date: September 1, 2016

Re: Treated Rock Salt Sole Source Request

We recommend Cargill as a sole source provider for treated rock salt for the 2016-2017 winter season.

Treated salt describes a mixture of Sodium Chloride deicing salt Type "A" crushed rock salt treated with Magnesium Chloride, Sodium Gluconate, Xanthan Gum, and a Colorant Blend. The liquid treatment is intended to enhance the performance of the deicing rock salt over untreated salt by reducing corrosiveness, improving low temperature performance, reducing bounce and scatter, preventing clumping and salt pile freezing, and enhance flow ability. Cargill uses Xanthan Gum to bind the chemical composite of its Clearlane treated salt product as opposed to molasses used by Magic salt and other similar treated salt products. Xanthan gum keeps treated salt from leaching during storage and allows us to pre-load our trucks, keeping them in a heated garage which increases our response time for winter weather events.

In addition, a major concern for our winter maintenance operations is making sure we have deicing product available. Cargill provides nationwide production and distribution capabilities with two major distribution hubs in our region. Lastly, Cargill Clearlane has the highest rating out of all major treated salt products in corrosive resistance, which doesn't affect the cars on the road, but does affect the equipment that handles and distributes the materials, saving on fleet maintenance costs. Our experience with Cargill as our treated salt provider has been very positive; this would be our fourth winter season using Cargill as our treated salt provider if approved. There is almost a two percent cost decrease (\$88.87/ton) for the 2016-2017 winter season compared to last year's pricing (\$90.49) for Cargill's Clearlane product.

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 required 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 Procurement.

Sole source procurement 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 the paramount consideration;
- (b) where a sole supplier's item is needed for trial use or testing;
- (c) where a sole supplier's item is to be procured for resale;
- (d) where public utility services are to be procured.

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 justifications 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 of its effectiveness.

The Purchasing Agent's determination is to be reviewed by Corporation Counsel 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.

VII. F



Norwalk Exchange Club * PO Box 2095 * Norwalk, CT 06852 * 203-852-1800

August 25, 2016

Michael Moccia III
Director, Recreation & Parks Dept.
City Hall
East Avenue
East Norwalk, CT 06851

Dear Mike;

Please let this letter serve as a formal request to renew our contract for the parking at the annual **Norwalk International In Water Boat Show**.

This event will be taking place on **September 22-25, 2016**.

If you have any questions, please call, write or fax.

Sincerely,

Ray A. Cooke

Ray A. Cooke
Past President, Norwalk Exchange Club