

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

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

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

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: August 8, 2023
Special Meeting: August 15, 2023

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: Peter Halladay, Fair Rent Commission, Alternate

APPOINTMENTS: Peter Halladay, Fair Rent Commission, Regular
J. Hanson Guest, Fair Rent Commission, Alternate

REAPPOINTMENTS: John Church, Fair Rent Commission, Regular
Fran Collier-Clemmons, Fair Rent Commission, Regular
Lunise Constant, Fair Rent Commission, Regular
Brenda Penn-Williams, Fair Rent Commission, Regular
Johnnie Mae Weldon, Fair Rent Commission, Regular
Sonja Oliver, Fair Rent Commission, Alternate
Samuel Pride, Fair Rent Commission, Alternate
Dora Witherspoon, Fair Rent Commission, Alternate
Denise Brown, Oak Hills Park Authority
Jennifer McAllister, Oak Hills Park Authority

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATION AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Discussion and authorization for resolution: Alfred Esposito v. Raul Aldarondo et al (3:22-cv-00621-MPS)
EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC SAFETY & GENERAL GOVERNMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, and amendments thereto as may be necessary to apply for and accept grant funding under the Fiscal Year 2023 Project Safe Neighborhoods Grant.
2. Authorize the Police Chief, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Fiscal Year 2023 Project Safe Neighborhoods Grant.
3. Authorize the Purchasing Agent to issue a Purchase Order to Suffolk Marine CTR Incorporated, for the purchase of 2 (two) Yamaha F250NSB 30" DES R&L rotation outboard engines with the necessary electronic controls, gauges, harnesses, and steering controls resulting from Purchasing Project 4294R Outboard Engines for Police Boat (Re-Bid) for a sum not to exceed \$91, 721.00.
Account No. 09243010 5777 C0671
4. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Morris and McDaniel, Management Consultants, 117 South Saint Asaph Street, Alexandria, VA. 22314 resulting from Purchasing project 4302 Consultant Services for an Entry Level Firefighter Selection Process to develop and administer a firefighter entry level exam, not to exceed the amount of \$ 90,000.00.
Account No. 013110 5298

5. Authorize the Purchasing Agent to issue a Purchase Order for the renewal of a one-year contract to commence on October 1, 2023, and expire on October 1, 2024, in the amount of \$248,748.00 for the employment of two full-time clinicians as part of the Norwalk Police Department's Behavior Health Unit to Recovery of Network Programs Inc. of Shelton, CT.
Account No. 013026 5110
6. Authorize the Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to apply for and accept grant funding under the Fiscal Year 2024 CT D.O.T. Drug Recognition Support Grant (DRE).
7. Authorize the Police Chief, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Fiscal Year 2023 CT D.O.T. Drug Recognition Support Grant (DRE).
8. Authorize the Purchasing Agent, Sharon Connors, to issue a purchase order to Robert's Chrysler of Meriden CT for the purchase of two (2) 2023 Dodge Police Sedan package vehicles under the Collective purchasing of the State of Connecticut government contract pricing for an amount not to exceed \$72,996.00.
Account No. 09243010 5777
9. Authorize the Purchasing Agent, Sharon Connors, to issue a purchase order to Fleet Auto Supply, LLC for emergency lighting and upfit for two 2023 Dodge Police Sedan package vehicles for an amount not to exceed \$26,000.00.
Account No. 09243010 5777

B. FINANCE & CLAIMS COMMITTEE

1. Claims Committee: None
2. Narrative on Tax Collections dated August 2023 – Receive Reports and discuss.
3. Monthly Tax Collector's Reports dated July 2023 - Receive Reports and discuss.
4. Authorize the Purchasing Agent to issue a purchase order to Telrepc, in an amount not to exceed \$53,401.00 for purchase mobile devices, printers, and misc. equipment for Police patrol cars. Telrepc is on State of CT DAS - NASPO Panasonic Contract -#15PSX0221.
Account No. 09241370 5777 C0375
- 5a. RESOLUTION: Authorize the allocation of \$2,900,000.00 in Special Capital Appropriation funds to the Norwalk Public Schools for the acquisition of 6 properties abutting the proposed South Norwalk School as identified herein this memo. This capital appropriation shall be funded through \$2,900,000 of authorized but unissued general obligation bonds or notes of the City. The \$2,900,000 of bonds or notes of the City shall be issued in accordance with the provisions and terms set forth in the original bond resolutions that authorized the issuance of the bonds or notes of the city for project.
Account No. 0919 205010 5777 C0619

- 5b. Approve the deauthorization in the amount of \$2,900,000 from free balance in the Jefferson School Improvement Project- capital budget.

Account No. 0919 205010 5777 C0619

- 6a. RESOLUTION: Authorize to revise the project description for capital budget account# 092-06210 5777 C0662. Current: Funding for building programming phase with design options Proposed: Funding for building programming phase with design options and property acquisition. This project was approved in FYE 2020 with a budget of \$450,000, no actuals to date.

- 6b. Authorize to revise the project description for capital budget account# 092-16210 5777 C0662. Current: Belden Ave Library Expansion - Architectural Services Proposed: Belden Ave Library Expansion -Architectural Services and property acquisition This project was approved in FYE 2021 with a budget of \$1,570,000, no actuals to date.

- 7a. RESOLUTION: Authorize the allocation of \$2,000,000 in Special Capital Appropriation to the Buildings and Facilities Department for the following improvements at the new South Norwalk School (formerly the Hatch & Bailey site) at the intersection of South Main Street/Meadow Street/Wilson Avenue: a. \$1,000,000 for Intersection Traffic Improvements to be allocated to TM&P b. \$1,000,000 for Intersection Flood Improvement to be allocated to DPW. Account 0924021-5777-COSOS Traffic Improvements Norwalk Neighborhood School.

This capital appropriation shall be funded through \$2,000,000 of authorized but unissued general obligation bonds or notes of the City. The \$2,000,000 of bonds or notes of the City shall be issued in accordance with the provisions and terms set forth in the original bond resolutions that authorized the issuance of the bonds or notes of the city for project account #09225010-5777-C0808 Norwalk Neighborhood School.

- 7b. Approve the deauthorization of \$1,000,000 from free balance in the Ponus Ridge School Improvement Project - capital budget account #09185010 5777 C0608. 11 of 164 d.

- 7c. Approve the deauthorization of \$1,000,000 from free balance in the Jefferson School Improvement Project - capital budget.

Account #09205010 5777 C0619

C. RECREATION, PARK & CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Norwalk Hospital Foundation for the use of Calf Pasture Beach and immediate surrounding grounds for their Whittingham Cancer Center Walk & Run event to be held on Saturday, September 30, 2023, from 7:30 AM to 12:00 PM. Set-up from 6:00 AM with tear-down by 4:00 PM. Approximately 1250 people.
2. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Alzheimer's Association Connecticut Chapter for the use of Calf Pasture Beach and immediate surrounding grounds for their Walk to end Alzheimer event to be held on Sunday, October 8, 2023, from 8:00 AM to 12:00 PM. Set-up at 5:30 AM with tear-down by 1:00 PM. Approximately 2400 people.

3. Authorize the Purchasing Agent to issue a purchase order in an amount not to exceed \$66,993.44, for the purchase of 48 in-ground garbage receptacles from Sybertech Waste Reduction, Ltd., Project # 4276.
Account No. 0923 6030 5796 C0832
4. Authorize the Mayor, Harry W. Rilling, to enter into a contract with Aqualis for the installation of 48 in. ground garbage receptacles for an amount not to exceed \$71,181.00.
Account No. 0923 6030 5796 C0382
- 4a. Authorize the Director of Recreation and Parks to issue change order to Aqualis for the installation of 48 in. ground garbage receptacles, in amount not to exceed \$14,236.22.
Account No. 0923 6030 5796 C0382
5. Authorize the Purchasing Agent to issue a purchase order for the sole source purchase and installation of a new playground for Cranbury Park, in an amount not to exceed \$192,291.50 of the OMNIA Partners agreement.
Account No. 0921 6030 5888 C0366
- 5a. Authorize the Director of Recreation and Parks to issue a change order in an amount not to exceed \$18,815.00 for the sole source purchase and installation of a new playground for Cranbury Park.
Account No. 0921 6030 5777 C0366
6. Authorize the Purchasing Agent to issue a purchase order for the sole source purchase of a freightliner M2 106 Plus from Freightliner of Hartford, off the State of Connecticut DAS contract # 14PSX0239 in an amount not to exceed \$192,206.20.
Account No. 0923 6030 6796 C0832
- 6a. Authorize the Purchasing Agent to issue a change of order for the sole source purchase of a freightliner M2 106 Plus from Freightliner of Hartford, off the State of Connecticut DAS contract # 14PSX0239 in an amount not to exceed \$19,220.00.
Account No. 0923 6030 6796 C0832

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

- 1a. Authorize the Purchasing Agent to issue a purchase order to G.A. Fleet Associates, Inc. for the purchase of two new condensing boilers for Ben Franklin Center for a total not to exceed \$77,630.00. Funds are available from
Account No. 09247100 5777 C0295
- 1b. Authorize the Office of Building Management to issue increases to the Purchase Order for a total not exceed \$3,800.00.
Account No. 09247100 5777 C0295
- 2a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Universal Building Services, LLC to provide labor to install two boilers at the Ben Franklin Center for a total not to exceed \$58,643.00.
Account No. 09247100 5777 C0295

- 2b. Authorize the Office of Building Management to issue Change Orders on Contract for a total not to exceed \$5,564.00.

Account No. 09247100 5777 C0295

- 3a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with HV Contractor Corp. for the Police Headquarters Men's Shower Room Renovation Project for a total not to exceed \$152,400.00.

Account No. 09247100 5777 C0137

- 3b. Authorize the Office of Building Management to issue Change Orders on Contract for a total not to exceed \$15,240.00.

Account No. 09247100 5777 C0137

4. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary with Eversource Energy for a utility easement in order to provide gas service to the Parks Garage in South Norwalk (at 10 Tito Court).

5. Approve design services contingency for Peter Gisolfi, Associates' architectural design services contract for the Cranbury Park/Gallaher Mansion Improvement Project for a total not to exceed \$45,000.00. Funds are available from the State DECD grant. City Account No. 09236030 4120 C0831

6. AUTHORIZATION: The City of Norwalk is hereby authorized to purchase, acquire and/or take the properties listed below, and further, that the Mayor, Harry W. Rilling, or his designee, is authorized to execute and deliver any and all agreements, documents, and other instruments necessary to purchase, acquire and/or take such properties.

Account No. 0919 205010 5777 C0619

- (1) 28 Oxford Street, Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.

- (2) 32 Oxford Street, Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.

- (3) 36 Oxford Street, Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.

- (4) 38 Oxford Street, Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.

- (5) 16 Meadow Street Ext., Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.

- (6) A portion of real property identified as Portion of Parcel A to be Deeded to the City of Norwalk, Area = 44,338 s.f.± (1.01786 Acres), and Portion of Lots 8 & 9 to be Deeded to the City of Norwalk, Area = 4,426 s.f. ± (.010161 Acres) on and as shown in a certain map entitled "Boundary Survey (Parcel A and Lots 8 & 9)" Scale 1' = 30' dated July 27, 2023 prepared by Langan CT, Inc., on file in Building Management Department of the City of Norwalk, to provide for right-of-way improvements including removing existing

sightline obstruction by the modification of travel lane and reconfiguration of the intersection at the South Main Street/Meadow Street/ Wilson Avenue/Meadow Street Extension and other right of way improvements.

- (7) A portion of real property known as 11 Belden Avenue, Norwalk identified as Parcel "X" Area: 11,227.63 Sq. Ft. or 0.258 acres (To Be Conveyed To City of Norwalk) on and as shown in a certain map entitled Map of Property 587, LLC Showing Land to be conveyed to City of Norwalk, #11 Belden Avenue, Norwalk, CT" Scale 1" = 20' dated July 19, 2023 prepared by Advanced Surveying Land Surveyors, on file in Building Management Department of the City of Norwalk, for expansion of the Norwalk library located at 1 Belden Avenue including expansion of the existing footprint of the library, additional parking and/or other ancillary facilities servicing the library.

E. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement, between the City of Norwalk and John Turner Consulting, Inc, resulting from Project #4308 Request for Qualifications Pavement Design and Construction Services for pavement engineering and consulting services in connection with the Pavement Management Program. The Agreement is to establish a three (3) year base period, with two (2) one-year options and an annual sum not to exceed \$250,000.00 per year.

Account No. 09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 26 4021 5777 C0021
09 27 4021 5777 C0021
09 28 4021 5777 C0021

- 2a. Authorize the Mayor, Harry the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies LLC. for Purchasing Project 4310, PM2023-5 PAVEMENT MANAGEMENT PROGRAM for a sum not to exceed \$6,331,657.50 with the option to extend this Agreement for two (2) additional terms of one (1) year.

Account No. 13 4010 5796 APW10
09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 24 4021 5777 C0503
03 00 00 2602

- 2b. Authorize the Chief of Operations and Public Works to execute Orders on Contract with The Grasso Companies LLC. for Purchasing Project 4310, PM2023-5 PAVEMENT MANAGEMENT PROGRAM for a sum not to exceed \$633,165.75.

Account No. 13 4010 5796 APW10
09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 24 4021 5777 C0503
03 00 00 2602

3. Technical correction of the Common Council Action of August 8, 2023, Item VII.B.9, to Authorize the Mayor, Harry W. Rilling, to execute a First Amendment to the Woods Men's and Boy's Clothing contract dated July 23, 2021, for Project No. 4087 for a sum not to exceed \$25,000 for fiscal year 2023/24 with an option to extend for two (2) additional terms of one (1) year each.

Account No. 01 40 21 5276

F. ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute all forwarding documentation required by HUD to submit the PY48 CAPER.

2. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Tri-State LED for \$36,217.40 to upgrade the electrical fixtures in the island adjacent to Maritime Aquarium.

Account No. 510000 5796 GGP08

0923 3710 5777 C0773

3. Authorize the Mayor, Harry W. Rilling, to execute an amendment to the CDM Smith agreement to include an additional \$27,150 for the Hamilton Ave Staircase.

Account No. 520000 5796 MLK01

4. Authorize the Mayor, Harry W. Rilling, to execute a contract with You Are Not Alone Murals, Purpose Projects NY, in an amount not to exceed \$25,000 to install a mural located on Brien McMahon High School as approved by Norwalk Public Schools facilities and administration.

Account No. 0922 3760 5777 C0804

0923 5777 C0804

5. Authorize the Mayor, Harry W. Rilling, to execute a contract with ARC Sound. Stage. Lighting. LLC to install and produce stages and lighting and secure entertainment for the City of Norwalk Nightfair on Washington Halloween Event in an amount not to exceed \$75,000 via sole source procurement.

Account No. 133710 5796 AEC16

0924 3780 5777 C0680

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

FAIR RENT COMMISSION	M/C	Nwlc. Code 39
PETER HALLADAY (R) 52 Glenrock Norwalk, CT 06850		Term Expires – 07/01/2026 Regular
J. HANSON GUEST (D) 205 Liberty Square Norwalk, CT 06855		Term Expires – 07/01/2026 Alternate

REAPPOINTMENTS

FAIR RENT COMMISSION	M/C	Nwlc. Code 39
JOHN CHURCH (I) 17 Staples Court Norwalk, CT 06855		Term Expires – 07/01/2024 Regular
FRAN COLLIER-CLEMMONS (D) 19 Adamson Avenue Norwalk, CT 06854		Term Expires – 07/01/2025 Regular
LUNISE CONSTANT (D) 4 Dixie Lane Norwalk, CT 06850		Term Expires – 07/01/2026 Regular
BRENDA PENN-WILLIAMS (D) 21 Karen Drive Norwalk, CT 06851		Term Expires – 07/01/2026 Regular
JOHNNIE MAE WELDON (D) 213 Liberty Square Norwalk, CT 06855		Term Expires – 07/01/2024 Regular
SONJA OLIVER (D) 15 Madison Street Norwalk, CT 06854		Term Expires – 07/01/2026 Alternate
SAMUEL PRIDE (D) 1 Armstrong Court Norwalk, CT 06851		Term Expires – 07/01/2026 Alternate

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**SEPTEMBER 12, 2023
COUNCIL CHAMBERS**

DORA WITHERSPOON (D)
5 Observatory Place
Norwalk, CT 06854

Term Expires – 07/01/2024
Alternate

OAK HILLS PARK AUTHORITY

M/C

Nwlk. Code 73-2

DENISE BROWN (R)
34 West Norwalk Road
Norwalk, CT 06850

Term Expires – 06/24/2026

JENNIFER MCALLISTER (D)
31 Dairy Farm Road
Norwalk, CT 06851

Term Expires – 06/24/2026

COMMON COUNCIL REGULAR MEETING
NORWALK, CONNECTICUT

AUGUST 8, 2023
COUNCIL CHAMBERS AND VIA TELECONFERENCE

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

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Mayor Rilling called the meeting to order at 7:31 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. Dixon called the Roll:

Council at Large: Mr. Gregory Burnett
Mr. Joshua Goldstein
Ms. Barbara Smyth

Mr. Edwin Camacho
Ms. Nora Niedzielski Eichner

District A: Ms. Nicol Ayers Mr. David Heuvelman
District B: Ms. Diana Revolus Ms. Darlene Young
District C: Ms. Jenn McMurrer
District D: Mr. Bryan Meek
District E: Mr. James Frayer

At Roll Call there were twelve (12) Common Councilmembers present and three (3) absent (Mr. Kydes; Ms. Alterman and Ms. Shanahan). A Quorum was present.

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

II. ACCEPTANCE OF MINUTES

Regular Meeting: July 25, 2023

**** MR. BURNETT MOVED TO APPROVE THE MINUTES AS PRESENTED**

**** MOTION PASSED WITH TWO (2) ABSTENTIONS (MS. AYERS AND MR. MEEK)**

III. PUBLIC PARTICIPATION

There were no members of the public who wished to comment this evening.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

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

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR'S REMARKS:

City of Norwalk
Common Council – Regular Meeting
Common Council Chambers and via Zoom
August 8, 2023
Page 2

Mayor Rilling announced for the 23rd year in a row, the City of Norwalk obtained a 'AAA' bond rating by all of the agencies. Proceeds will be used to fund many of the capital projects that have been approved.

The next SoNo Farmer's Market will be held Sunday, August 13, 2023, at Ryan Park. In honor of National Purple Heart Day, a ceremony was held recognizing all of those who have received the Purple Heart Medal. The first Purple Heart was issued in 1782.

Mayor Rilling announced that the Recreation and Parks Master Plan Hearing will be held virtually on Wednesday, August 9, 2023 T 6:15 p.m. The public will have the opportunity to share comments on the final draft.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Mr. Burnett announced that the Charter Revision Commission will conclude their work at their meeting tomorrow evening at 6:00 p.m.

RESIGNATION AND APPOINTMENTS

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

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR:

**** MS. AYERS MOVED TO APPROVE THE FOLLOWING CONSENT CALENDAR:**

VII.A.1, VII.A.2, VII.A.3, VII.A.4, VII.A.5, VII.A.6, VII.A.7, VII.B.1, VII.B.2, VII.B.3, VII.B.4, VII.B.5, VII.B.7, VII.B.8A, VII.B.8B, VII.B.9, VII.B.10, VII.D.1A, VII.D.1B, VII.D.3

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC SAFETY & GENERAL GOVERNMENT COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, AND AMENDMENTS THERETO AS MAY BE NECESSARY FOR THE CITY OF NORWALK TO SELL A FIRE DEPARTMENT

RESCUE BOAT ON PUBLIC SURPLUS, A PUBLIC AUCTION WEBSITE, AT A STARTING BID OF\$300,000.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH MAGGIORE CONSTRUCTION, INC. FOR THE MEADOW STREET FIRE STATION (STATION 5) BATHROOM RENOVATION FOR A TOTAL NOT TO EXCEED \$84,560.00.

ACCOUNT NO. 09243110 5777 C0673

3. AUTHORIZE THE FIRE DEPARTMENT TO ISSUE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED \$3,440.00.

ACCOUNT NO. 09243110 5777 C0673

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, AND AMENDMENTS THERETO AS MAY BE NECESSARY FOR THE CITY OF NORWALK TO SELL A POLICE DEPARTMENT RIB RESPONSE VESSEL ON PUBLIC SURPLUS, A PUBLIC AUCTION WEBSITE, AT A STARTING BID OF \$10,000.

5. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO COLONIAL MUNICIPAL AUTOMOTIVE GROUP (CMG) FOR THE PURCHASE OF TEN 2023 CHEVY POLICE PACKAGE UTILITY VEHICLES UNDER THE COLLECTIVE PURCHASING OF THE GREATER BOSTON POLICE COUNCIL FOR AN AMOUNT NOT TO EXCEED \$453,000.

ACCOUNT NO. 09243010 5777 C0665

6. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO COLONIAL MUNICIPAL AUTOMOTIVE GROUP (CMG) FOR THE PURCHASE OF ONE 2024 CHEVROLET 3500 HD UTILITY CREW CAB PICKUP TRUCK UNDER THE COLLECTIVE PURCHASING OF THE

GREATER BOSTON POLICE COUNCIL FOR AN AMOUNT NOT TO EXCEED \$53,000.

ACCOUNT NO. 092430010 5777 C0665

7. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO FLEET AUTO SUPPLY, LLC FOR EMERGENCY LIGHTING AND UP FIT FOR TEN POLICE UTILITY VEHICLES, AND ONE CHEVY CREW CAB UTILITY PICKUP FOR AN AMOUNT NOT TO EXCEED \$240,000.

ACCOUNT NO. 09243010 5777 C0665

B. PUBLIC WORKS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN EIGHTH AMENDMENT TO THE AUGUST 28, 2007, AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF NORWALK AND A. DICESARE ASSOCIATES, P.C., REGARDING THE EAST AVENUE RECONSTRUCTION PROJECT, FOR AN AMOUNT NOT TO EXCEED \$65,000.00 IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES DATED JULY 24, 2023.

ACCOUNT NO. 09 24 4021 5777 C0471

09 23 4021 5777 C0816

09 24 4021 5777 C0816

09 23 4021 5777 C0818

2. AUTHORIZE THE PURCHASING AGENT TO ISSUE AN INCREASE TO THE SOLE SOURCE PURCHASE ORDER TO FLT GEOSYSTEMS FOR THE UPGRADE TO THE SURVEY EQUIPMENT FOR AN AMOUNT NOT TO EXCEED \$5,200.00.

ACCOUNT NO. 03 00 00 2602

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A FOURTH AMENDMENT TO THE ORIGINAL AGREEMENT(S) WITH H.W. LOCHNER FOR DESIGN AND COORDINATION SERVICES DATED SEPTEMBER 29, 2016, IN CONNECTION WITH WALK BRIDGE PROGRAM (STATE PROJECT NOS. 201-0176, 301-0188, 301-0187, I 02-297, 301-180) FOR A TOTAL SUM NOT TO EXCEED \$265,656.46

-STATE'S SHARE.

ACCOUNT NO. 09 18 4062 5799 C0613

09 22 4062 5799 C0613

09 23 4062 5799 C0613

09 24 4062 5799 C0613

100% STATE REIMBURSABLE

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A FIFTH AMENDMENT TO THE WOODARD & CURRAN AGREEMENT DATED AUGUST 12, 2019, TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR FLOOD REMEDIATION AT SPECIFIC LOCATIONS IN ACCORDANCE WITH PROFESSIONAL SERVICES TASK ORDER 23A DATED JULY 10, 2023, FOR A SUM NOT TO EXCEED \$95,000.00.

ACCOUNT NO. 13 40 10 5796 APW06

09 24 4062 5777 C0361

5. TECHNICAL CORRECTION OF THE COMMON COUNCIL ACTION OF APRIL 13, 2021, ITEM VII.C.5 AND APRIL 12, 2022, ITEM VLL.C. L TO ADD ACCOUNTS DESIGNATED FOR THE WALK BRIDGE PROGRAM-0301- 0515NP PROJECT, INCLUDING THE P.A.L., ENCLOSED WITH THIS AGENDA WHEREBY THE CITY OF NORWALK WILL TRANSFER FUNDS IN THE AMOUNTS OF \$3,750,000.00 ON MAY 30, 2021, \$1,875,000.00 ON JULY 1, 2022 AND \$1,875,000.00 ON JULY 1, 2023, TO FUND THE UNDERGROUNDING OF UTILITY LINES ON EAST AVE FROM FORT POINT STREET TO OLMSTEAD PLACE TO BE PERFORMED BY CONN DOT. ACCOUNT NO. 09 24 4021 5777 C0471.

ACCOUNT NO. 09 24 4021 5777 C0471

7. TECHNICAL CORRECTION OF THE COMMON COUNCIL ACTION OF OCTOBER 11, 2022, ITEM VII.B.8 TO ADD ACCOUNTS DESIGNATED FOR ON-CALL SURVEYING SERVICES. ACCOUNT NO. 01 41 50 5585.

ACCOUNT NO. 09 21 4021 5777 C0302

09 22 4021 5777 C0302

09 21 4021 5777 C0315

09 22 4021 5777 C0315

09 23 4021 5777 C0315

09 21 6030 5777 C0365

09 22 6030 5777 C0365

09 23 6030 5777 C0365

09 21 4021 5777 C0318

09 22 4021 5777 C0318

09 20 4021 5777 C0643

09 21 4021 5777 C0643

09 22 4021 5 777 C0643

09 23 7100 5777 C0583

09 20 4021 5777 C0021

09 21 4021 5777 C0021

09 22 4021 5777 C0021

09 23 4021 5777 C0021

01 0 30 5258

01 41 50 5585

8A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT (SOLE SOURCE) WITH FGB CONSTRUCTION COMPANY FOR PROJECT STR2023-L EMERGENCY WALL STREET RETAINING WALL AND SIDEWALK ABATEMENT FOR A SUM NOT TO EXCEED \$159,820.00.

ACCOUNT NO. 09 23 4021 5777 C0617

09 24 4021 5777 C0617

8B. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS, TO EXECUTE ORDERS ON CONTRACT WITH FGB CONSTRUCTION COMPANY FOR PROJECT STR2023-L EMERGENCY WALL STREET RETAINING WALL AND SIDEWALK ABATEMENT FOR A SUM NOT TO EXCEED \$15,982.00.

ACCOUNT NO. 09 24 4021 5777 C0617

9. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH WOODS MEN'S AND BOY'S CLOTHING FOR PROJECT NO. 4087 FOR A SUM NOT TO EXCEED \$25,000 FOR FISCAL YEAR 2023/24 WITH AN OPTION TO EXTEND FOR TWO (2) ADDITIONAL TERMS OF ONE (1) YEAR EACH.

ACCOUNT NO. 01 40 21 5276

10. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A LICENSE AGREEMENT IN FAVOR OF THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, FOR INSTALLING AND MAINTAINING A GUY WIRE WITHIN A 5' X 15' AREA AT 10 SEAVIEW AVENUE.

D. LAND USE AND BUILDING MANAGEMENT

1A. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER WITH OMNI DATA, LLC FOR SECURITY CAMERA ENHANCEMENTS AT BROOKSIDE, FOX RUN, KENDALL, MARVIN, NARAMAKE, ROWAYTON, SILVERMINE, SONO, WOLFPIT, BMHS SCHOOLS FOR A TOTAL NOT TO EXCEED \$261,451.70.

ACCOUNT NO. 0921/23/24 5010 5777 C0537

1B. AUTHORIZE TO ESTABLISH A CONTINGENCY FOR ADDITIONAL SERVICES AS MAY BE REQUIRED FOR A TOTAL NOT TO EXCEED \$24,864.46.

ACCOUNT NO. 0924 5010 5777 C0537

3. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO INTEGRATED SYSTEM SERVICES, LLC. FOR THE ENHANCEMENT TO SCHOOL SECURITY - ACCESS CONTROL IMPROVEMENTS AT FOX RUN, MARVIN, NARAMAKE, NATHAN HALE, NECC, PONUS, ROTON, ROWAYTON, WEST ROCKS SCHOOLS FOR A TOTAL NOT TO EXCEED \$196,581.00.

ACCOUNT NO. 0921/23/245010-5777-C0537

**** MOTON PASSED WITH ONE (1) ABSTENTION (MR. MEEK)**

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC SAFETY & GENERAL GOVERNMENT COMMITTEE

**** MS. MCMURRER MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A THREE (3) YEAR AGREEMENT WITH THE OPTION OF TWO (2) ONE (1) YEAR EXTENSIONS WITH EVERYTHING PARKING INC DBA CROSS SAFE FOR PROJECT 4280 FOR A TOTAL NOT TO EXCEED \$388,000.**

ACCOUNT NO. 013026 5258

Ms. McMurrer reviewed the item and said the Police Department is looking into outsourcing the Crossing Guards to an outside company. Police Chief Walsh explained that the funds will come out of the Community Services Account. He read a prepared statement detailing the reasons for this request. He noted that privatizing the Crossing Guards was recommended in the Efficiency Study. The plan is to onboard the existing Crossing Guards, if they want.

**** MOTION PASSED UNANIMOUSLY**

B. PUBLIC WORKS COMMITTEE

**** MS. SMYTH MOVED TO AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO ALTA ENTERPRISES, LLC FOR THE PURCHASE OF ONE (1) VANTAGE LIV9DX CAB PICKUP FOR A SUM NOT TO EXCEED \$45,700.00.**

ACCOUNT NO. 09 23 4031 5777 C0313

Ms. Smyth reviewed the item and said this is an all-electric vehicle and will be used by the Clean Street Ambassador.

Mr. Chis Torre said this vehicle expands their electric vehicle program that the Department of Public Works is undertaking.

Ms. Niedzielski Eichner thanked the Department of Public Works and said it is pat time to move to an electric fleet. Ms. Symth commended the department and the Chief for doing a great job. Ms. Young said there has been a lot of discussion about electric vehicles, but the City is in line with technology. She said she wanted the public to know they are listening.

Mayor Rilling commended all department heads. He said they are always looking at ways to reduce their carbon footprint. They are also looking at a solar canopy over the Fire Department parking lot.

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

C. COMMUNITY SERVICES COMMITTEE

Due to a potential conflict of interest, Ms. Ayers recused herself and left the Common Council Chambers.

**** MR. HEUVELMAN MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS OR AMENDMENTS AS MAY BE NECESSARY TO DISBURSE THE COMMUNITY IMPACT MINI-GRANT PROGRAM FUNDING TO SUPPORT SMALLER NONPROFITS ALLOCATED TO THE COMMUNITY SERVICES DEPARTMENT IN THE AMOUNT OF \$150,000. ACCOUNT NO. 012010-5A0620**

Mr. Heuvelman reviewed the program and said it shows a commitment to working with smaller non-profits.

Ms. Ana Vivian Estrella of the Human Services department described the program and said it came out of a community need. If this request is approved, they will be able to provide full or partial funding for 50% of the applicants. The applications focused on education, health and safety.

Ms. Smyth thanked Ms. Estrella for her leadership as well as the whole Community Services department. Ms. Estrella explained that the Fairfield County Community Foundation gave applicants access to a grant writer.

Mr. Goldstein said this was a valuable program and asked if the applicants had ever completed grants before. Ms. Estrella said that some of the non-profits were formed a year ago and added that she could not give a specific number.

Mr. Burnett commended Chief Daniels and his team for listening and bringing forward a successful program.

Mr. Heuvelman expressed his thanks to Ms. Estrella and Chief Daniels and said he looks forward to the success of this program.

Mayor Rilling added his thanks.

**** MOTION PASSED UNANIMOUSLY**

City of Norwalk

Common Council – Regular Meeting

Common Council Chambers and via Zoom

August 8, 2023

Page 9

Ms. Ayers returned to the meeting.

D. LAND USE AND BUILDING MANAGEMENT

**** MS. SMYTH MOVED TO AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER WITH MUTUALINK, INC FOR EMERGENCY RESPONSE SYSTEM AT ALL NORWALK PUBLIC SCHOOLS FOR A TOTAL NOT TO EXCEED \$723,800.00.**

ACCOUNT NO. 0921/23/24 5010 5777 C0537

Ms. Smyth explained that all items under Land Use and Building Management are for school safety.

Mr. Ryan Harold, Norwalk Public Schools described the program. Mr. Heuvelman thanked Mr. Harold for his work. Mr. Meek asked about the annual operating costs. Mr. Harold explained that it is a three year license agreement that will be worked into the school budget. Mayor Rilling said it is important to not they are doing all they can to make the students feel safe.

Mr. Meek said he will be a no vote. He said they have been dumping millions and millions of dollars and it would be nice to have a total system in place. He noted that they are reducing the SRO at the schools. It is throwing money at technology that someone has to monitor.

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

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions from Common Council members this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

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

X. SUSPENSION OF RULES

There were no suspension of the rules this evening.

XI. ADJOURNMENT

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

There was no further business, and the meeting was unanimously adjourned at 8:16 p.m.

ATTEST:_____

Irene Dixon, City Clerk

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

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

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

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

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

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

I. CALL TO ORDER

Mayor Rilling called the meeting to order at 7:09 p.m. and led the Assembly in reciting the Pledge of Allegiance.

II. ROLL CALL

Ms. Roundtree called the roll:

Council at Large: Mr. Gregory Burnett Mr. Edwin Camacho
 Mr. Joshua Goldstein Ms. Nora Niedzielski Eichner
 Ms. Barbara Smyth

District A: Ms. Nicol Ayers Mr. David Heuvelman

District B: Ms. Diana Revolus Ms. Darlene Young

District C: Ms. Jenn McMurrer

District D:

District E: Ms. Lisa Shanahan (7:14 p.m.)

At Roll Call there were ten (10) Common Councilmembers present and five (5) absent (Ms. Alterman; Mr. Frayer; Mr. Kydes; Mr. Meek; Ms. Shanahan). A Quorum was present.

Also present were Mayor, Harry Rilling; Assistant City Clerk, Zulma Roundtree and Corporation Counsel, Mario Coppola.

Charter Revision Commission members present were: Ms. Patsy Brescia, Chair; Mr. Carl Dickens; Mr. Tyler Fairbairn; Ms. Benita Watford Raleigh and Mr. Steven Mednick Commission Counsel.

III. PUBLIC PARTICIPATION

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

Ms. Moina Noor, Norwalk Public Library Board President, urged the Common Council to reconsider the final approval of the Charter as it stands. She addressed the provision in the revised Charter giving the Mayor the authority to approve the position of Library Director. She said she was surprised to see that this provision was made without consulting with the Library Board.

Ms. Noor noted that by placing the sole power to the Mayor there is the risk of losing the neutrality of the appointment. It is customary for the Library Board to interview candidates for this position and present three candidates to the Mayor for consideration.

Mr. Alex Knopp, Norwalk Public Library Board member urged the Common Council delete the criteria where the Mayor solely appoints the Library Director. He said he supports Ms. Noor's comments. Mr. Knopp said he sent a statement detailing his concerns to all members of the

Common Council. He added this issue has nothing to do with the excellent performance of the current Executive Director. The issue is about protecting the independence of the Library from outside political bias. He said this provision was added to the Charter without notice to the Library Board and there is nothing to be lost by deleting it and nothing to be gained by rushing into this decision without input from the Library Board.

There were no other members of the public who wished to comment.

IV. TO ACT UPON THE RESOLUTION ON THE FINAL REPORT OF THE CHARTER REVISION COMMISSION, 9 AUGUST 2023 (SEE FINAL REPORT IN BACKUP); WHICH INCLUDES THE FOLLOWING COMPONENTS

Ms. Shanahan joined the meeting at 7:25 p.m.

- ** MR. BURNETT MOVED TO SEPARATE ITEM IV INTO FOUR SECTIONS**
- ** MS. NIEDZIELSKI EICHNER SECONDED**
- ** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MR. CAMACHO; MR. GOLDSTEIN; MS. NIEDZIELSKI EICHNER; MS. SMYTH; MS. AYERS; MR. HEUVELMAN; MS. REVOLUS; MS. YOUNG; MS. MCMURRER; MS. SHANAHAN)**

- ** MR. BURNETT MOVED TO REMOVE SECTION 8.2. FROM THE CHARTER AND RECOMMEND THAT IT BE ADDRESSED DURING THE UPCOMING CHARTER REVISION**

Ms. Niedzielski Eichner said the section addressing the Library Director was added as a recommendation. Attorney Mednick provided clarity and referenced title 11 and said this would be a shared authorization with the Mayor appointing and the Common Council approving the appointment. He said the Charter Revision Commission added language to make it clear that the process was consistent with the rest of the City.

Ms. Niedzielski Eichner said she did not feel strongly about this, but thinks this provision was added so the Common Council would have a voice in this position. She said she was not comfortable with an absence of clarity. Mr. Heuvelman said he had reservations about removing this provision. It is important for this department to be a part of the City and waiting two years, is kicking the can down the road.

Ms. Niedzielski Eichner said the Library Director is a City employee and overseen by the City. A City employee should have the same process as all other City employees. She said she is not talking about the person in the position, but if they wait for this to go to the Ordinance Committee, it could be another two years. She asked how they are supposed to move forward without clarity.

Mr. Camacho said the lack of clarity is not in the best interest of the City. He said he believes the concerns of the Board can be addressed in an Ordinance or in a future Charter Revision. He said that because of a lack of clarity, he will vote no on eliminating the provision.

Mr. Goldstein said it was important to provide clarity and will be voting no on removing the provision where this position will be appointed in the same way all other department heads are appointed.

**** MR. BURNETT MOVED TO AMEND THE MOTION TO PROPERLY STATE THE ACTUAL SECTION AS 8.2.A.3.M AS THE SECTION BEING CONSIDERED FOR REMOVAL**

**** MS. YOUNG SECONDED**

**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MR. CAMACHO; MR. GOLDSTEIN; MS. NIEDZIELSKI EICHNER; MS. SMYTH; MS. AYERS; MR. HEUVELMAN; MS. REVOLUS; MS. YOUNG; MS. MCMURRER; MS. SHANAHAN)**

**** MR. BURNETT MOVED THE ITEM AS AMENDED**

Ms. McMurrer asked what act would be taken if they vote to remove this provision. Mayor Rilling said that last time, he worked closely with the Library Board. Ms. McMurrer said she was uneasy about the unclarity. The whole purpose of the Charter Revision was to provide clarity. She said she will be voting no.

**** MOTION FAILED BY ROLL CALL VOTE WITH ONE (1) VOTE IN FAVOR (MR. BURNETT) AND TEN (10) VOTES IN OPPOSITION (MR. CAMACHO; MR. GOLDSTEIN; MS. NIEDZIELSKI EICHNER; MS. SMYTH; MS. AYERS; MR. HEUVELMAN; MS. REVOLUS; MS. YOUNG; MS. MCMURRER; MS. SHANAHAN)**

**** MR. BURNETT MOVED TO TAKE ACTION ON THE FINAL REPORT OF THE CHARTER REVISION COMMISSION, DATED AUGUST 9, 2023**.**

**** MR. CAMACHO SECONDED**

Members of the Common Council expressed their gratitude to all involved in the charter revision, specifically Mr. Burnett, Mr. Livingston, Ms. Niedzielski Eichner, Mr. Mednick and the members of the Charter Revision Commission.

Mayor Rilling said his was a remarkable moment for Norwalk. He expressed his thanks to Mr. Mednick and the members of the Charter Revision Commission and the members of the Common Council. He said that in 1975, the first woman mayor, Jennie Cave who was famous

City of Norwalk

Common Council – Special Meeting

Common Council Chambers and Via Teleconference

August 15, 2023

Page 4

for her hats, said that if you want to know how to run this City, you need to read the Charter. He said he could not read the Charter in its current condition.

**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MR. CAMACHO; MR. GOLDSTEIN; MS. NIEDZIELSKI EICHNER; MS. SMYTH; MS. AYERS; MR. HEUVELMAN; MS. REVOLUS; MS. YOUNG; MS. MCMURRER; MS. SHANAHAN)**

**** MR. BURNETT MOVED THAT UPON APPROVAL AND ADOPTION OF, IN ACCORDANCE WITH C.G.S. §7-191(E) AND THE FOLLOWING QUESTION TO BE PLACED ON THE BALLOT FOR A REFERENDUM TO BE HELD ON THE GENERAL ELECTION OF NOVEMBER 7, 2023:**

SHALL THE CHARTER BE REVISED TO CLARIFY AND STREAMLINE GOVERNMENT OPERATIONS AND STANDARDS, MAINTAIN A TWO-YEAR MAYORAL AND COUNCIL TERM, EXPAND THE POLICE AND FIRE COMMISSIONS FROM TWO TO FOUR MEMBERS, ESTABLISH PROCEDURES TO ENHANCE PUBLIC PARTICIPATION IN THE BUDGET PROCESS, AND REQUIRE CHARTER REVIEW EVERY TEN YEARS WITH AN INITIAL REVIEW IN TWO YEARS?

**** MR. HEUVELMAN MOVED TO AMEND ITEM 4b AS FOLLOWS:**

SHALL THE CHARTER BE REVISED TO CLARIFY AND STREAMLINE GOVERNMENT OPERATIONS AND STANDARDS, MAINTAIN A TWO-YEAR MAYORAL AND COUNCIL TERM, EXPAND THE POLICE AND FIRE COMMISSIONS FROM TWO TO FOUR MEMBERS, ESTABLISH PROCEDURES TO ENHANCE PUBLIC PARTICIPATION IN THE BUDGET PROCESS, AND REQUIRE CHARTER REVIEW EVERY FIVE YEARS WITH AN INITIAL REVIEW IN TWO YEARS?

Ms. Shanahan left the meeting at 8:03 p.m.

**** MOTION PASSED UNANIMOUSLY**

**** MOTION AS AMENDED PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MR. CAMACHO; MR. GOLDSTEIN; MS. NIEDZIELSKI EICHNER; MS. SMYTH; MS. AYERS; MR. HEUVELMAN; MS. REVOLUS; MS. YOUNG; MS. MCMURRER)**

**** MR. BURNETT MOVED THE FOLLOWING:**

C. IF APPROVED, THE EFFECTIVE DATE SHALL BE 1 JANUARY 2024, UNLESS OTHERWISE SET FORTH IN THE CHARTER.

D. IF APPROVED, AUTHORIZE THE TOWN CLERK TO PUBLISH THE PROPOSED REVISED CHARTER IN A NEWSPAPER HAVING GENERAL CIRCULATION IN THE MUNICIPALITY WITH A NOTICE THAT A COMPLETE COPY OF THE CHARTER IS AVAILABLE IN THE CITY CLERK'S OFFICE AND THAT A COPY SHALL BE MAILED TO ANY PERSON WHO REQUEST A COPY, AS REQUIRED BY C.G.S. §7-191(D) AND, MOREOVER, A COPY OF SAID CHARTER SHALL BE AVAILABLE ON THE WEBSITE OF THE CITY; AND

E. AUTHORIZING THE CORPORATION COUNSEL AND CHARTER COUNSEL TO CONTINUALLY REVIEW THE DOCUMENT FOR ERRATA AND NON SUBSTANTIVE EDITORIAL REVISIONS THROUGH PUBLICATION; AND,

F. AUTHORIZING, PURSUANT TO C.G.S. §9-369B(A), THE TOWN CLERK, WITH THE ASSISTANCE OF CHARTER COUNSEL, TO PREPARE AN EXPLANATORY TEXT SPECIFYING THE INTENT AND PURPOSE OF THE PROPOSED REVISED CHARTER THAT IS THE SUBJECT OF THE BALLOT QUESTION THAT WILL BE VOTED UPON ON NOVEMBER 7, 2023. SAID FINAL TEXT IS SUBJECT TO APPROVAL OF THE CORPORATION COUNSEL.

**** THE REPORT MAY BE APPROVED OR REJECTED IN ITS ENTIRETY, OR IN SEPARATE PROVISIONS.**

**** PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MR. CAMACHO; MR. GOLDSTEIN; MS. NIEDZIELSKI EICHNER; MS. SMYTH; MS. AYERS; MR. HEUVELMAN; MS. REVOLUS; MS. YOUNG; MS. MCMURRER)**

Mr. Burnett said he was glad they made it across the finish line. He acknowledged and thanked each member of the Charter Review Committee for their outstanding work and thanked Attorney Mednick for his outstanding counsel. He also thanked all of the members of the Common Council sub committee. Mr. Burnett expressed his thanks to all those who have been involved in this. He said it was a team effort.

Mayor Rilling acknowledged the members of the Charter Revision Commission and asked Ms. Brescia if she wanted to make any comments.

Ms. Brescia thanked everyone for their accolades and said it was a great honor. The goal was to have a document that reflected how they operate in the City. She said they now have to present the new Charter to the people of Norwalk and get it passed.

Ms. Brescia noted that she ran against Jennie Cave for Mayor in 1975.

Mayor Rilling again thanked all the members of the Charter Revision.

V. ADJOURNMENT

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

**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 8:07 p.m.

ATTEST: _____
Zulma Roundtree, Assistant City Clerk

PETER HALLADAY

R.

52 Glenrock

Norwalk, CT 06850

203-849-9835

Norwalk resident over 40 years.

Human Relations Commissioner

US Army Veteran

Classroom Volunteer Cranbury Elementary School Meals on Wheels Volunteer

Attended Emerson College

Served on Glenrock Condominium Board

30--year Career as On Air Sportscaster and Newscaster

J. HANSON GUEST, ESQ

205 Liberty Sq, Ste. 3, Norwalk, CT 06855

860-202-5757

j.hanson.guest@gmail.com

OBJECTIVE

D.

* Skilled business attorney with substantial experience representing Fortune 100 corporations, privately-held businesses, state and municipal entities and community institutions in connection with (i) corporate, commercial and public finance transactions and (ii) banking and securities law matters.

* Broad professional perspective gained from work with a major federal regulatory agency, two national law firms, one of the world's largest corporate banking institutions, a boutique finance practice and teaching law at a law school.

* Seeking board appointments utilizing my skills and experience in finance, real estate, law and/or business to contribute to the betterment of my community.

EXPERIENCE

Law Offices of J. Hanson Guest | Principal

New York, NY 2013-Present

Guest & Associates | Managing Partner

Hartford, CT 2005-2013

Western New England College School of Law | Assistant Professor

Springfield, MA 2003-2005

Brown Rudnick Berlack Israels | Partner

Hartford, CT 2000-2003

Guest & Savage | Managing Partner

Hartford, CT 1995-2000

Law Offices of J. Hanson Guest | Principal

Hartford, CT 1991-1995

Udipe Kelly & Spellacy | Senior Associate

Hartford, CT 1989-1991

Citicorp North America, Inc. | VP & Senior Counsel

Harrison, NY 1985-1989

Seward & Kissel | Associate

New York, NY 1983-1985

Securities & Exchange Commission | Attorney-Adviser

Washington, DC 1981-1983

BAR ADMISSIONS

Admitted, New York Bar
Admitted, United States Court of International Trade
Admitted, United States Court of Appeals for the Federal Circuit

EDUCATION

JD, Yale Law School New Haven, CT	1980
MBA, Yale School of Organization & Management New Haven, CT	1980\
BA, University of Chicago Chicago, IL	1976
Major: Economics With Honors	

APPOINTMENTS

Former Gubernatorial Appointee, Connecticut International Trade Council
Former Co-Chair, Project Finance Subcommittee, ABA Business Section
Former Vice Chair, Energy Business Committee, ABA Business Section

TRAINING & SPEAKING ENGAGEMENTS

Chaired ABA Panel on Recent Developments in Project Finance
National Business Lecturer: "Commercial Lending in Connecticut"
Citicorp N.A. Annual Conferences: Trainer with respect to diverse commercial finance topics
United Technologies Corporation: Conducted comprehensive training seminar on letters of credit

COMMUNITY INVOLVEMENT

Ordained Elder, First Church of the Living God, Hartford, CT
Former Board Secretary, Urban League of Greater Hartford
Former Board Member, The Community's Bank
Past President, Urban Banker's Association of Connecticut
Past Board Member, Yale School of Management Alumni Association
Past Board Member, The Greater Hartford Legal Aid Society

I.

Experience

Deloitte LLP

Conflict Check Center of Excellence – Managing Director – May 2022-present

- Created and launched a new team to assist client-service teams in meeting onerous compliance requirements
- Marketed and piloted among select offices/practices
- Identified areas for improvement based on pilot and executed plans to increase productivity and quality

PEI Independence Center of Excellence – Sr. Manager – March 2021-May 2022

- Maintains compliance with independence rules for our largest private equity investors

Conflicts – Sr. Manager – June 2019 – March 2021

- Audit subject-matter expert
- Liaison to Enterprise Portfolio Management and PEI Center of Excellence teams
- Coordinated with independence teams to develop policies and procedures related to SEC Modernization
- Coached and mentored new and experienced hires

Conflicts – Manager – June 2016 – May 2019

- Coordinated team-wide training programs
- Created and managed specialized team related to audit client shareholder independence requirements

Conflicts –Sr. Analyst –June 2014-May 2016

- Reviewed analyst work to ensure compliance with policies and assess risk
- Developed and led continuing education trainings for staff to introduce and reinforce best practices
- Compiled and updated department manual

Conflicts – Analyst – Sept. 2012 – May 2014

- Processed conflict checks
- Designed and implemented New-Hire Training program

Sports & Arts in Schools Foundation – March 2006-September 2012

Director of Data Management

- Managed data collection, entry, and reporting for organization with 132 locations and over 20,000 students per year across New York City
- Supervised 4 full-time and 7 part-time direct reports
- Maintained compliance with federal, state, and municipal regulations

Education

Columbia University

- Bachelor of Arts, 2003
- Political Science

Alpha Epsilon Pi Fraternity, Iota Chapter

- Secretary

Pizmon a capella group

Community Involvement

Temple Shalom of Norwalk

- Board of Trustees

City of Norwalk Fair Rent Commission

- Commissioner, Chair

Norwalk Housing Authority

- Board of Commissioners

Skills

Leadership Roles	Knowledge	Solutions
▪ 10% Shareholder team ▪ Trainings (Internal and Industry) ▪ M&A process team	▪ Primary resource on Conflicts for audit teams and Independence colleagues ▪ Subject-matter expert in high visibility matters	▪ Developed processes for: ○ New SEC Rules ○ Business Strategy ○ Conflicts Resolution ○ Increased Efficiency

FRAN COLLIER-CLEMMONS

PROFESSIONAL SUMMARY

Well-qualified Fair Rent Commissioner successful in prioritizing and evaluating complaint cases as submitted. Sound judgment and expertise in case evaluations. Experienced with Formal Hearings, deliberations, assessments, documentation reviews and final judgments.

SKILLS

- Funds Allocation
- Defining Company Vision
- Home Visits
- Staff Motivation
- Capital Expenditure Planning
- Management Team Leadership
- Children's Ministry
- Employee Discipline
- Improve Policies
- Leadership and People Development

WORK HISTORY

FAIR RENT COMMISSIONER 01/2010 to Current
City Of Norwalk CT, Norwalk, CT (Remote)

- Serve as Vice Chair of Fair Rent Commission to complaints of unfair rent, repairs and retaliations for seeking an advocate.

Deliberate facets of complaints submitted to Commission from Coordinator and vote to Hear the case or gather additional information.

Participate in a Formal Hearing Process for Complaint Resolution

Have served since 2009 as an Alternate, Regular and now as Vice Chair.

- Former Board Member of Mid-Fairfield Community Center
- Former District B Chair and DTC Member
- Police Commissioner Norwalk Police Department, 2002-2008, 2013 to Present
- Retired Church Administrator Miracle Temple Church, Norwalk
- City of Fort Worth Municipal government Planning, Research and Budget, HR and City Manager's Office
- Altria Company, Fort Worth TX until medical retirement

EDUCATION

Texas Wesleyan, Fort Worth, TX
Bachelor of Science, Political Science, 08/1973

EDUCATION:

B. S. , Labor Relations and Human Resource Management Eastern Connecticut State University, Willimantic, CT
Minors: Pre-Law & Political Science

JOB EXPERIENCE:

Bloomington, Norwalk, CT

October 2021- Present

Administrative Support Colleague

The ASC's primary responsibilities are customer and colleague facing where I am to support the General Manager and act as the HR liaison for store employees, while encouraging the use of self service.

- Maintain a professional attitude with sincerity and enthusiasm reflecting Macy's Inc commitment to the customer
- Support General Manager in day to day administrative work
- Create a supportive environment where colleagues and management feel heard and
- Coordinate all functions of the hiring process including pre screening applicants, correspondence with applicants, scheduling interviews with store management, and onboarding tasks; handle HR tasks at the store level
- First point of contact for new hires, assisting in getting individual acclimated to environment
- Balance store vault and perform other cash office related functions on a daily basis
- Order supplies, such as business cards
- Support 108 colleague with administrative concerns related to employment
- Organize store celebrations, recognitions, and award ceremonies
- Send out store wide weekly communication related to human calendar events

Litigation Management Inc, Remote

June 2021-August 2021

Record Acquisition Intern

- Act as liaison between record providers and LMI to facilitate efficient collection of full and accurate records
- Ensure record collection efforts are in compliance with legal and quality standards
- Maintain detailed and thorough notes from interactions with providers

Eastern Connecticut State University, Willimantic, CT

August 2020- May 2021

Resident Assistant

- Assist roughly 90 residential students in realizing and implementing a mature approach to personal conduct
- Planned and facilitated social and educational programs throughout each academic semester
- Maintained bulletin boards, created flyers, and managed E-Life with accurate, up to date, & useful information for university

Employer Relations Intern

March 2019- January 2021

- Recruited employers to attend career fairs via email, warm, and cold calls
- Researched internships and entry level positions and posted to Symplicity Career Management Software daily
- Fostered relationships with employers to promote Eastern students as potential hires for the sake of finding full time jobs and internships

Keystone House, Norwalk, CT
Office Assistant/Intern

July 2017 – December 2021

- Electronically maintain and update inventory and content for 3 houses utilizing Excel
- Input patient financial data related to rental payments at close of fiscal year
- Organizational skills apply to routine office tasks and maintenance of filing system

Americares, Stamford, CT, Remote
Human Resource Intern

May 2020-August 2020

- Adaptive abilities applied to administering general HR support to Americares in a remote environment
- Used research skills for the development of weekly presentations as a part of a Professional Development Series
- Developed and presented group intern project to Americares Board of Directors

LEADERSHIP:

Church Choir
Secretary

June 2014 – December 2019

- Take notes and keep all records of Choir meetings up to date
- Create and keep updated a roster with contact information for all members
- Responsible for creating and sending invitations for upcoming events and socials

VOLUNTEERING/ACTIVITIES:

- The Black Men's Empowerment Project
- Mayor Summer Youth Employment Program
- Zamar Performing Arts- Social Media Team
- Sunday School Teacher
- Big Brother Big Sister Mentorship Program
- Note Taker
- SPEF Mentorship Program

Member
Interviewer
June 2020- Present
Dec. 2015 – December 2020
Nov. 2018 – February 2020
Sep. 2017- December 2018
December 2016 - May 2017

CERTIFICATIONS

- Notary Public

TECHNICAL / NON-TECHNICAL SKILLS:

- Fluent in Haitian Creole
- Microsoft Word, Power Point, Excel, Kronos

Relevant Courses: Business Law I, American Government/Politics, Job Satisfaction And Motivation, Constitutional Law I:Powers/Process, Leadership In Organizations, Law And Society, Organizational Behavior, Seminar In Diversity At Work, Women and Work, Human Resource Management

Activities: United Voices of Praise, Intervarsity Christian Fellowship Club, Knit Wits, Student Ambassador, Church Choir- Live in Triumph

Brenda Penn-Williams

Home Phone: (203) 852-8995

Cell Phone: (203) 554-8995

E-mail: brenpenw@gmail.com



21 Karen Drive
Norwalk, CT 06851

SUMMARY

Result-driven professional with extensive experience leading people and projects. Possess an in-depth understanding of community relations with a diverse population to improve the quality of life. Over twenty years of experience in corporate planning and community relations. Knowledgeable of community resources necessary to improve individual and family's quality of life. Extensive volunteer service for numerous non-profit organizations.

SKILLS

- ◆ Knowledgeable of MS Word, Excel
- ◆ Ability to work under imposed time constraints and deadlines
- ◆ Effectively communicate with diverse population
- ◆ Proven decision making and problem solving

PROFESSIONAL EXPERIENCE

Norwalk Public Schools

Norwalk, CT
2005 - 2008

Mentor Coordinator:

- ◆ Developed and implemented the Mentor Program
- ◆ Supervised On-Site Coordinator
- ◆ Oversee and maintained records for the program
- ◆ Recruited mentors
- ◆ Organized orientations and trainings
- ◆ Monitored site to ensure quality service
- ◆ Worked with school social workers and advisory board
- ◆ Compiled necessary statistical reports for evaluations
- ◆ Attended Dept. of Ed training
- ◆ Assisted in application process
- ◆ Paired mentors with mentees

PROFESSIONAL EXPERIENCE

Senior Services Coordinating Council

Norwalk, CT
2003 - 2005

Outreach Worker:

- ◆ Identified isolated seniors
- ◆ Home visits to elderly
- ◆ Provided necessary counseling
- ◆ Recommend programs and services
- ◆ Assisted in application process
- ◆ Problem solving

- Vice President for City Wide Parent/Teachers Organization
- Steering Committee for Accelerated Schools
- Crime Watch Organization President
- African American Parent Outreach Organization
- Tribal council
- Secretary of the George Washington Carver Foundation Board of Directors
- Assistant Secretary of the George Washington Carver Foundation Board of Directors
- 2nd Vice President Delta Sigma Theta Sorority Inc.
- 2nd Vice President NAACP
- Vice Chairperson Democratic Town Committee
- Norwalk City Constable

EDUCATION

Talladega College

BA in Elementary Education

Talladega, AL

Scared Heart University

Continuing in the Master Program

Certificate in Speech Training

Fairfield, CT

Brenda Penn-Williams

E-mail: brenpenw@gmail.com

Day Phone: (203) 852-8995

Cell Phone: (203) 554-8995

(D)

JOHNNIE MAE WELDON

40 Taylor Avenue, Apt. #5 Norwalk, CT 06854
(H) 203-866-7077 (C) 203-216-2652
Email: johnnieweldon@att.net

SUMMARY

I have extensive experience in Early Childhood Education and Management. Through my career, I have built a solid reputation in the Norwalk community working with youth through enrichment programs and helping adults in need of psycho-social rehabilitation. Currently I assist low to moderate income families in acquiring financial assistance with their utility expenses. I feel the enthusiasm and commitment I have rendered to the Norwalk community warrants consideration for a seat on the board of the Fair Rent Commission.

EXPERIENCE

Norwalk Economic Opportunity Now, Inc.	Norwalk, CT	2000 – Present
N.E.O.N. Client Services, <u>Resource Specialist</u>		01/2008 - Present

Responsibilities:

- ◆ Prepare client intakes at the point of entry and determines eligibility for services provided by the self-sufficiency programs.
- ◆ Works directly with eligible clients to assess needs leading to self-sufficiency, based on a centralized database and specific needs to develop a case plan to identify their strengths and weaknesses so goals can be outlined in their case plan.
- ◆ Provides ongoing case management; monitor and track program outcome and documenting the client's progress.
- ◆ Identifies client goals based on assessment outputs.

N.E.O.N. Administration, <u>Administration Assistant</u>	01/2005 - 12/2007
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Responsibilities:

- ◆ Assisting the central administrative staff with supplementary services associated with agency business.
- ◆ Collecting and recording State and Federal funds received for various N.E.O.N. programs to the Finance department.
- ◆ Answering telephone switchboard.

N.E.O.N. Child Development Program, <u>Site Coordinator</u>	01/2000 – 12/2005
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Responsibilities: Held various positions throughout the five years in this position.

- ◆ Site Coordinator - Supervised teaching staff for proper classroom coverage. Conducted performance appraisals on all teaching staff. Completed required monthly reporting to Education Manager. Regular review of student files as required by performance regulations. Ensured parent involvement and family service meeting were provided for children enrolled in the program in accordance with Head Start Performance Standards and other state and local mandates such as DSS and DCF.
- ◆ Bus Coordinator - Overseeing bus aides to ensure proper supervision of children utilizing the programs transportation. Coordinating bus routes and stop locations as necessary. Collection and maintenance of the daily required regulation and licensing documents completed by all bus aides.
- ◆ Teacher Floater - Ensuring proper teaching staff requirements were maintained in classrooms per Head Start Performance Standards and other local and state regulatory agencies. Monitored activities that enhanced the gross motor, social emotional, literacy and educational requirements achieved by all children.

- ♦ Team Leader - Ensured classroom and team function were in accordance with funding source guidelines, state licensing requirements and "best practice", that included planning, observations and monitoring as well as supervision and technical assistance to staff.

Community House, Inc. **Norwalk, CT** **2005 to Present**
 Director (Part-time) 04/2005 to Present

Responsibilities:

- ♦ Provide supervision and counseling for adult members in psycho-social rehabilitation program that supports development of life skills and positive relationships with peers and community members.
- ♦ Provide a safe environment for members to practice social and life skills in a real life setting.

Bethel A.M.E. Educational Center **Norwalk, CT** **07/1999 - 08/1999**
07/2000 - 08/2000

Teacher (Summer Enrichment Program)

Responsibilities:

- ♦ Academic teaching focused on literacy enhancement in reading, writing, mathematics and comprehensive skills for youth ages 5 through 7.
- ♦ Social focus workshops in arts and crafts expression.
- ♦ Preparing children for the start of public school opening.

George Washington Carver Foundation **Norwalk, CT** **1978 to 1998**
 Assistant Director 1980 - 1998

Responsibilities:

- ♦ Assisted the Executive Director in the daily operations of the facility and in the role of Director during his absence.
- ♦ Supervised the facility evening staff to ensure all programs operated as scheduled.
- ♦ Implemented the organization of group, clubs and classes in accordance with the needs of the memberships and agency resources.
- ♦ Represented the agency at interagency meetings and related community group meetings.
- ♦ Performed agency fundraising and program development in collaboration with the Executive Director.

Youth Development Program Coordinator 1978 - 1980

Responsibilities:

- ♦ Monitoring academic success for minority youth grades 5 through 12.
- ♦ Steered and prepared minority youth to seek post secondary education.

EDUCATION

Fayetteville State University **Fayetteville, NC** **May 1977**

- ♦ Bachelor of Science Early Childhood Education

Sacred Heart University **Fairfield, CT**

- ♦ Master Degree Program - 6 credits toward degree GPA 3.0

Norwalk Community Technical College **Norwalk, CT**

- ♦ ESL Certification Training Graduate

Bank Street College **New York, NY**

- ♦ Education Degree Program - 2 credits toward degree

JOHNNIE MAE WELDON

PAGE THREE

COMMUNITY AFFILIATIONS

- ♦ Norwalk Police Department P.A.L. Board of Director
- ♦ Community House Inc. Board of Director
- ♦ Brien McMahon Soulful 70's Reunion Committee Member

REFERENCES

To be furnished upon request.

Sonja E. Oliver

15 Madison Street Unit H-3
Norwalk, Connecticut 06854

Telephone: (203) 856-5705
E-mail: seoliver@aol.com

Summary

- Over 15 years of measurable achievements in telecommunications and customer service.
- Over 10 years of customer service management experience.
- Over 10 years of project management experience.
- Five years of call center experience including management.
- Combined organizational abilities, excellent verbal and written communication skills. Interpersonal skills to achieve objectives and maintain sound relationships.
- Resourceful troubleshooter and problem solver, with the ability to manage projects and activities, be proactive and take initiative.
- Team player who can also work well independently, with the ability to multitask.
- Computer skills include MS Word, Excel, Oracle, Metasolve-TBS, Infoflo, Citrix, AS-400 and JD Edwards.

Professional Experience

H. Muehlstein

March 2007 to Present Customer Service Supervisor

- Supervise activities of 12 sales Coordinators.
- Process performance reviews.
- Maintain attendance records.
- Manage Discrepancy reports.
- Approve credits to customers.

March 2003 to March 2007 Sales Coordinator

- Act as liaison between sales representatives and all internal and external parties.
- Process orders directly from customers and as received from sales representatives.
- Track orders to ensure timely and accurate delivery to customers.
- Track inventory to ensure product availability.
- Bill orders timely to ensure timely payment. Process credits to customers when needed.

Cablevision/Lightpath

November 2000 to September 2002 Provisioning Manager

- Reviewed orders submitted to ensure that all services/circuits could be installed as ordered.
- Coordinated with all departments to ensure orders were completed, by the customer's desired due date.
- Coordinated the porting of services from other LECs/CLECS.
- Act as liaison between sales, customer/vendor and all internal departments.

Staples Communication

May 1997 to November 2000 Installation Supervisor

- Supervised 4 company employees and 2 sub-contractor teams to ensure installation of customer equipment was completed, based on customers schedule and company forecast.
- Updated work in progress report on a daily basis in Oracle.
- Updated installation tracking report, daily utilizing excel.
- Reviewed all sales packages to assure accuracy in operations ability to complete installation as sold.
- Worked very closely with sales to resolve any issues with job packages.
- Acted as customer liaison during all phases of the installation process.
- Handled any customer concerns which required supervisor involvement.
- Provided back up to Service Supervisor dispatching of technicians.
- Attended weekly installation meetings to discuss installation activity.
- Performed employee appraisals and handled any disciplinary action including termination.
- Interviewed and hired personnel for the position of Installation Coordinators.

August 1996 to May 1997 Regional Sales order control supervisor

- Responsible for the booking and closing of all sales packages into the system, for New York,
- Connecticut and Massachusetts.
- Reviewed all sales packages for proper pricing to ensure proper margins were met.
- Supervised 5 employees, who were responsible for booking jobs for 3 offices.
- Interviewed and hired personnel.
- Performed employee appraisals and handled disciplinary action up to and including termination.

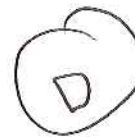
Training

Certified on all Executone IDS digital product line and voicemail systems. Familiar with Active voice Voicemail, and Nortel MICS and CICs systems, as well as Nortel option 11C-81C.

Education

1981-1983 Western Connecticut State College, Danbury, Connecticut.
Attended classes aimed at Human Services.

1979-1981, Present Norwalk Community College, Norwalk, Connecticut.



SAMUEL J. PRIDE

1 Armstrong Court
Norwalk, CT 06851
(214) 455-4862

Pride11292003@yahoo.com

Skills & Qualifications

Equipment Maintenance, Lifting, Problem Solving, Reporting Research Results, Quality Focus, Productivity, Estimating, Product Knowledge, Customer Service, Problem Solving, Safety Management.

Education & Certificates

Denver Automotive & Diesel College – Certificate Automotive Technology	1987-1988
Mitchell College – Certificate in Business	1985-1987
Stamford Catholic High School - Diploma	1981-1985

Work Experience

John Eagle Honda	01/2007 - 08/2007
Service Advisor	Dallas, TX

- Determined automotive problems and services by listening to customer's description of symptoms; clarifying description of problems; conducting inspections; taking test drives; checking vehicle maintenance records; examining service schedules.
- Verifies warranty and service contract coverage by examining records and papers; explaining provisions and exclusions.
- Prepared repair orders by describing symptoms, problems, and causes discovered, as well as repairs and services required; obtaining approval signatures.
- Develops estimates by costing materials, supplies, and labor; calculating customer's payment, including deductibles.
- Maintained customer rapport by explaining estimates and expected return of vehicle; obtaining customer's approval of estimates; obtaining and providing contact telephone numbers; answering questions and concerns; arranging towing and temporary transportation.

Southwest Kia	01/2006 – 12/2006
Service Advisor	Dallas, TX

- Determined automotive problems and services by listening to customer's description of symptoms; clarifying description of problems; conducting inspections; taking test drives; checking vehicle maintenance records; examining service schedules.
- Verifies warranty and service contract coverage by examining records and papers; explaining provisions and exclusions.
- Prepared repair orders by describing symptoms, problems, and causes discovered, as well as repairs and services required; obtaining approval signatures.
- Develops estimates by costing materials, supplies, and labor; calculating customer's payment, including deductibles.
- Maintained customer rapport by explaining estimates and expected return of vehicle; obtaining customer's approval of estimates; obtaining and providing contact telephone numbers; answering questions and concerns; arranging towing and temporary transportation.

Freeman Honda
Service Advisor

09/2004 – 12/2005
Dallas, TX

- Determined automotive problems and services by listening to customer's description of symptoms; clarifying description of problems; conducting inspections; taking test drives; checking vehicle maintenance records; examining service schedules.
- Verifies warranty and service contract coverage by examining records and papers; explaining provisions and exclusions.
- Prepared repair orders by describing symptoms, problems, and causes discovered, as well as repairs and services required; obtaining approval signatures.
- Develops estimates by costing materials, supplies, and labor; calculating customer's payment, including deductibles.
- Maintained customer rapport by explaining estimates and expected return of vehicle; obtaining customer's approval of estimates; obtaining and providing contact telephone numbers; answering questions and concerns; arranging towing and temporary transportation.

Jim McNatt Honda
Assistant Service Manager

02/1998 – 09/2004
Dallas, TX

- Supervised the daily activities of one Service Advisor, one Cashier and six Automotive Technicians.
- Assisted the Service Manager with daily workload.
- Maintained automotive records by recording problems and corrective actions planned.
- Enhanced organization reputation by accepting ownership for accomplishing new and different requests; exploring opportunities to add value to job accomplishments.
- Provided expert technical explanations and resolving product disputes between customer, dealer and manufacturers.

References

Available upon request.

5 Observatory Place
Norwalk, CT 06854



Dora Witherspoon

203-246-6864 / withersd@sbcglobal.net | <https://goo.gl/x2Zorw>

SENIOR LEVEL IT / SERVICE LEADER

Experienced technology professional with 20 years extensive background in Quality Assurance / Data Analysis and test engineering roles including supervisory responsibility. Maintained a consistent record of excellence in supporting large-scale complex applications development projects through the efficient management of testing processes. Areas of Expertise include:

- | | | |
|---------------------------|---------------------|-----------------------|
| ▪ Passion for Excellence | ▪ Data Analyst | ▪ Innovative |
| ▪ 20+ Years IT experience | ▪ Leadership Expert | ▪ Quality Analyst |
| ▪ Team Player | ▪ Customer Service | ▪ Attention to Detail |

PROFESSIONAL EXPERIENCE

NBC Universal, Stamford, CT

October 19, 2015

Sr. Test Engineer for the 2016 Rio Olympics

- Sr. Test Engineer for the 2016 Rio Olympics
- Generated Functional Specs for test team
- Tested NBC Sports App to be released out into the World.
- Tested on many Android and iOS Phones and Tablets

Flexi International, Shelton, CT

March 2015 – April 2015

Automation Tester (Contract)

- Applied HP UFT Automated Test Scripts on existing applications.
- Entered defects into ONYX Bug Tracking Tool Fixes.
- Updated automated test scripts to run on updated version application.
- Used Cloud to test McKesson application on Windows 7.

Pitney Bowes, Danbury, CT

January 2014 – August 2014

QA Engineer (Contract)

- Developed and Designed test plans and test cases to exercise the target application's functions.
- Find ways to test the application outside normal process flow. Maintained test cases and related documentation in Excel, write defects in JIRA (defect management tool), track defect status, regress fixed defects, and close defects that have been fixed.
- Generated test data using Pitney Bowes mailing machines.
- Verified rate tokens used in carrier, class, fee files using mailing machines & Business Manager reports.
- Tested on an Accent Products. Each product required testing on a number of platforms, which include Oracle, SQL, Windows, and UNIX.
- Sprint planning, Sprint Review and Daily Stand up for the Agile (Scrum).
- Expertise in conducting and participating different types of testing - Integration, System, Functional, GUI, Regression, Sanity, Smoke and User Acceptance Testing (UAT).
- Performed Cloud testing daily on Windows 10 release.
- Successfully completed 5 day SQL training provided by company.

Gartner, Inc., Stamford, CT

February 2000 – February 2013

Senior Test Engineer

Quality Assurance Manager, January 2005 – May 2007

Sr. Test Engineer, June 2003 – January 2005

Quality Assurance Tester, February 2000 – June 2003

- Contributed to the development of an Oracle CRM /Siebel application that included Inquiry, call center, sales, and client engagement day modules.
- Participated in daily meetings with business analysts and developers to define requirements tailored to each type of user, i.e., sales staff, clients and senior managers.
- Designed and executed test scripts to simulate the experience of each user;
- Used DevTrack to Document bugs.
- Prepared reports that contained recommendations for prioritizing debugging activities to reflect the severity of the problem and its potential impact on the user's experience.
- Re-tested the software following developers' remediation efforts.
- Conducted integration testing of the CRM Sales module and other applications.
- Tested a Lotus Notes application for creating, reviewing and searching research documents on Gartner.com. Served as the Lead QA Tester on the application for managing sales opportunities, which entailed working with a contractor.
- Performed continuous upgrades to the Applications being tested during a 6 week period.
- Ran ongoing updates to Test Cases and Test Scripts.
- Led weekly meetings with PM, BA's and other Quality Assurance Team Members.
- Performed Oracle EBS Testing with various applications & Android Mobile testing, Calendar updating.
- Verified clients could view analysts calendar from android device, IOS etc.
- Acted as a liaison between onsite and offshore teams in Bangalore, India to Gartner.com
- Supervised the team remotely in creating test scripts, procedures and protocols to ensure the integrity of various Gartner.com Modules such as: registration, profile, events.
- Worked with testing Agenda Builder and Gartner Administration calendar management tools.
- Delegated work among the QA Analysts and other key participants ensuring project completion.
- Tested the Sarbanes-Oxley compliance application on Salesforce.com for 2 months.
- Oversaw software quality from product requirements through the release.
- Used SQL pull Data from Tables needed for testing.
- Tester responsible for sorting using Excel Spreadsheet for open test issues.
- SAP Testing with CRM
 - Gartner Portal Testing
 - CRM (Inquiry, Analyst Calendar and Onboarding)
- Developed protocols for verifying the integrity of several Gartner.com modules, including a proprietary application for publishing documents for internal and customer access.
- Earned recognition award for superior performance by receiving the Winner's Circle Award.
- Created a training document that guided test engineers in procedures for system, release night and gold testing, as well as for using the Quality Center and DevTrack tools.

EDUCATION

- Associate Science in Data Processing, Norwalk Community College, Norwalk, CT May 1987

TECHNICAL SKILLS

- Outlook, Excel, Word, PowerPoint, Oracle CRM /Siebel, AS400, SAP, Access, DevTrack, Quality Center, QTP, Oracle SQL, JIRA, ONYX, HP UFT, UNIX, LoadRunner, Android Mobile testing, MS .NET 4.5 Visual Studio 2012, Cloud computing

Denise Brown
34 West Norwalk Road
Norwalk, CT 06850
Db930@optonline.net
203-246-4203

R.

Professional Work Experience

Bookkeeper/ Management/Administration - Mickey Kydes Soccer Enterprises
(2003 – Current)

- Bookkeeper/Registrar for multi-layered, year-round soccer programs (Rec and Travel Soccer and Summer Camps)

Bookkeeper/Management/Administration/Registrar/ – Beachside of CT Soccer Club
(2003 – 2018)

- Bookkeeper and Club Registrar for over 300 players
- Monthly Financial Reporting/ Bank Reconciliations for 6 Bank accounts
- Financial Aid Adviser for players families and administration of program
- Fundraising Project Supervisor

Freelance Bookkeeper (2003 – 2008)

- Bookkeeper and back office support for multiple small business –
- AP/AR/Payroll/Cash & Credit Card/Bank Recs

Lipenwald, Inc (1998 – 2003)

- Bookkeeping/Sales and Service

Free Lance Graphic Arts (1976 - 1986)

- Illustrator and Graphic Design – 9 West, Complete Woodworker, Save The Children, Organic Gardner and many more.

Personal Interest

- Oak Hills Park Authority Member – Tennis Representative 2020 to current
- Oak Hill Friends of Tennis Representative/Fundraising Committee/Treasurer 2019 to current
- Tennis enthusiast since 2009 – Captained USTA Team 2015-2017, Captained Oak Hills Summer League 2015 – current
- Beachside Hall of Fame Honoree 2018
- Board Member – Beachside of CT Soccer Club 2020/2021
- St Martha's Hospitality – St Matthew Church 2017-2020
- Love Dogs/Animals and the fight against animal cruelty

Education:

Certificate of Bookkeeping – NCC - 2003

Associates Degree - Silvermine Guild of the Arts – Fine Arts and Graphic Design - 1975

Darien High School - 1970

Jennifer McAllister

31 Dairy Farm Road, Norwalk CT 06851 / 203.945.7175 /
Hjenni2004@yahoo.com [linkedin.com/in/jennifer-mcallister](https://www.linkedin.com/in/jennifer-mcallister)

D.

PROFILE

Highly motivated and accomplished senior financial professional with expertise in consumer-based wholesale, retail and first cost businesses. Skilled in operational and financial thinking with a goal of optimal profitability. Recognized as a valued business partner with excellent team development and business analysis skills, with experience in Cash flow, product costing and guidance of various Special Projects, Treasury and Lease Procurement and Product costing/savings. Proficient in Microsoft Word, Excel and PowerPoint, Hyperion Financial Management and various ERP systems.

Core Competencies

Financial & Strategic Planning	Budgeting & Cost Management	P&L Management
Compensation Management	Product Costing and Analysis	Financial Reporting
& Analysis		
Merger / Acquisition Integration	Team Building & Performance Improvement	Cash Forecasting

EXPERIENCE

Pyxus International, Inc., Morrisville NV

Sr. Treasury Manager (July 2022 – Current)

- Lead weekly and monthly cash flow forecasting reporting
- Identify emerging cash risks and liquidity risks
- Collaborate with Treasurer and Director of Treasury to develop and implement decision frameworks to manage and minimize interest expense
- Partner with FP&A to ensure alignment between local, regional, and corporate strategy and timelines
- Work with Corporate Accounting, Tax, and FP&A to create process efficiencies and to minimize funding requests to local and regional resources
- Support internal and external audits, as needed
- Proactively drive forward ad hoc strategic and operational projects as required

Manager, FPA, (April 2022 – July 2022)

- Responsible for the consolidation of the individual entity 52 week cash flows on a weekly basis into the global 52 Week cash flow forecast.
- Collaborate with regional management and origin management as required to understand operational changes and associated Cash flows
- Prepare metrics to monitor and measure the working capital and cash flow efficiency related to operational areas of focus.
- Prepare working capital analysis based on forecasts and budget submissions
- Partner with the local finance teams and shared services team to improve liquidity, over deliver budget targets, and actively manage working capital.
- Prepare quarterly Board presentation

Consulting Pyxus International, Inc., (December 2021 - April 2022)

Liaison between the FOA and Treasury teams – Cash forecasting and Working Capital

High Ridge Brands, Westport CT

(Branded personal care company)

Director Financial Planning & Analysis (September 2020 to October 2021)

Financial Planning and Analysis for over \$100 million personal Care company. Emphasis on Product Costing, Cash flow, logistics in addition to revenue and expense analysis. Partnering with C level executives for optimal profitability along with cost savings initiatives to offset inflationary pricing of product components.

- Ad-hoc reporting as needed
- Forecasting and Budgeting using sku/customer level detail
- Developed Bill of Material files by Sku by coman to track month over month raw material price changes
- Created analysis to compare current invoicing by sku by coman to compare cross coman pricing
- Analyzed expected financial impact of new opportunities and initiatives
- Analyze current and past trends in key performance indicators in revenue, cost of sales, operating expenses and cash flows
- Partnered with the accounting team during month end to review preestablished KPI's to identify areas of risks and opportunities prior to close for review with senior management
- Analyzed all cost savings initiatives as well as future sales programs to determine optimal profitability
- Developed, executed and prepared weekly cash flow and presented to Chief Financial Officer. Compared Weekly cash flow on a monthly basis to current forecasts to ensure accuracy

- Prepared and analyzed monthly sales and cost of goods packages discussed variations against Budget and areas of opportunities
- Updated and maintained all financial models to analyze the business to review risks and opportunities.
- Part of the due diligence team that reviewed and recommended potential acquisitions. Customer and co-manufacturing synergies
- Partnered with IT in developing excel level spreadsheets into QlikSense to improve productivity and accuracy of information.
- Assisted in the preparation of board of directors and board committee meeting presentations
- Complete oversight on all P&L line items

Camuto Group, Greenwich CT

December 2007 to 2019

(Wholesaler/retailer of fashion footwear, apparel and accessories – Sold to DSW, Inc. in October 2018)

Vice President Financial Planning & Analysis (October 2017 to 2019)

Financial Vice President of an \$800+ million global footwear, apparel, accessories and licensing business. Full charge responsibility for revenue and expense analysis for all the Company's multiple business units. Partnered with the Chief Financial Officer, Sr. Vice President - Controller and various business unit leaders to monitor and improve business performance. Member of the team performing due diligence of acquisitions and divestitures.

- Played a pivotal role in assisting executive management in preparing the Company for sale; gathered and prepared due diligence requests from potential buyers, and developed necessary ad hoc reporting, when necessary, to satisfy all requests. Reviewed and assisted the legal team with the sale and purchase agreement of the Company.
- Developed weekly, monthly and annual management reporting, analysis and metrics for Company's business leaders to better monitor their respective businesses and improve efficiency and profitability.
- Assisted the Chief Financial Officer with daily cash/treasury management and 13-week cash flows. - Coordinated all payments based on available cash and worked with the Company's bank/factor on funding when needed. Partnered with the Chief Operating Officer and Head of Global Sourcing to develop reporting to manage global factory payments.
- Assisted the Chief Financial Officer with lease procurement and negotiations for all retail stores, showrooms and office spaces. Instrumental in the preparation and approval of all Letters of Intent and collaborated with the legal teams to finalize leases.
- Consistently partnered with team to improve internal controls, system integrity, internal reporting, and all other processes.
- Negotiated company vendor and construction contracts.
- Assisted with the Company's year-end financial audit and satisfying outside auditors' information requests.
- Worked closely with the CEO regarding company bonus program, goals and expectations per business unit.
- Financial contact working closely with the Vice President of Human Resources as it relates to the development, communication and calculation of the Company's compensation and bonus programs., Calculated quarterly sales commissions and severance calculations as needed.
- Responsible for Licensing compliance and the calculation of Royalties for licenses coming in and going out of the Company.
- Reviewed annually all vendor expenses and presented potential expense reduction. Assisted and supported the Chief Financial officer with various special projects

Sr Director Financial Planning and Analysis (December 2007 to October 2017).

- Instrumental in managing and maintaining special projects budgets including but not limited to a new \$60 million distribution center and various multi-million-dollar marketing initiatives.
- Assisted in developing operating policies and procedures in support of the organization's strategic and business objectives
- Facilitated and moved the Company's Accounting headquarters from CT to FL to lower corporate overhead. Investigated and helped negotiate tax incentives from the state of Florida and Lee County, which effectively paid the first two years' cost of the new facility. .
- Managed operations of corporate office building owned by the Camuto family prior to sale. 100,000 square foot class A office building with 6 tenants, 1 facility manager and a real estate management company to manage through day to day financials. Negotiated all lease renewals with existing tenants, achieving significant additional returns on investment for the building owner.
- Worked with divisional presidents on visibility to available to sell inventory and established timelines to ensure timely liquidation and improved profitability.

Nine West Group Inc., White Plains NY

1999 - 2007

(Wholesaler/retailer of fashion footwear and accessories)

Sr. Director Lease Administration (2006 – 2007)

Sr. Financial Director of a \$2 billion global footwear, accessories and licensing business. Responsible for Retail stores lease administration for over 1,000 full price and outlet stores. Focus on monitoring performance, profitability and predictive analytics for the Company's Retail operations.

- Managed a team of four that abstracted retail lease agreements.
- Worked with the Company's Retail Real Estate team to develop store proformas to project future store profitability. Updated proformas to reflect actual results and trend sensitivity.
- Tracked all retail stores sales performance and monitored lease kick out clauses to exit underperforming store locations.
- Worked closely with the store planning and construction teams on store buildout budgets for improved costing and accountability.

Sr. Director of Retail Operations (1999 – 2006)

- Responsible for continuous development and analysis of store scheduling performance, including variances between plan and actual results, business trends, execution opportunities and profit improvement areas.
- Produced ad hoc analysis and completed store scheduling project requests in a timely manner.

- Developed and analyzed various weekly, monthly and quarterly reports to monitor retail store performance, and ensure their accuracy and timely distribution.
- Evaluated and developed advanced performance improvement targets that drive required business results.
- Developed, produced and analyzed executive level reports, and summarized results for management review.
- Worked closely with Retail Field management team to develop, -analyze and communicate exception-based reporting to drive performance.
- Responsible for analyzing monthly sales and payroll information - and ensuring that all information in the system is accurate and top-level concept sales tie to concept financial reports provided by the finance department.
- Improved web-based sales and payroll planning and reporting process to aid retail field management team to access - district and regional level results to improve performance.
- Responsible for analyzing retail stores payroll dollars and comparisons to Last Year actual and projected numbers to identify unfavorable variances, and to ensure the validity and accuracy of the information.

EDUCATION

College of Mount Saint Vincent
Bachelor of Arts in Business

Norwalk Department of Police Service



Internal Affairs Division

One Monroe Street PO BOX 239, Norwalk, CT 06856-0239

Ms. Sherry Haller
Executive Director
The Justice Education Center

July 12, 2023

Re: Project Safe Neighborhoods Grant (FY 2023-2024)

Dear Ms. Haller,

Please find attached our application for the Project Safe Neighborhoods Grant (FY 2023-2024). If you require any further information, please let us know. Thank you in advance for considering our agency for this grant program.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Roncinske Jr." with a stylized flourish at the end.

Lt. T. Roncinske Jr.
Internal Affairs Commander
Grant Coordinator
troncinske@norwalkct.gov
203-854-3007
475-747-1854 c



Project Narrative

The City of Norwalk has a population of 89,000 and covers 36 square miles. The Norwalk Police Department is requesting funding through Project Safe Neighborhoods 2023-2025 Grant Program in the amount of \$36,000.00. This funding will be utilized for the purpose of purchasing fixed automatic license plate readers (ALPR). The ALPRs will be positioned throughout the city at key access intersections and thoroughfares. Often times car thieves use stolen cars to find other cars to steal and use these stolen vehicles to commit other crimes. In addition to stolen vehicles this system would allow real time notification of subjects with arrest warrants associated with vehicles and vehicles used in crimes. Our goal is to drastically reduce crime. The ALPR technology will assist officers in solving crimes and would be a force multiplier. ALPRs will capture objective evidence and generate investigative leads. This will allow investigators to clear cases more efficiently. ALPRs can produce actionable alerts in missing persons cases, Silver Alerts and Amber Alerts. ALPR technology can create a "Vehicle Finger Print". ALPR's can filter information such as, vehicle make, model, color, state registration decals, decals and racks. ALPR technology can perform single and multiple location-based searches to link a suspect vehicle to one or multiple crime scenes. ALPR technology can perform convoy analysis to identify associated suspect vehicles. ALPR technology can determine possible vehicle path of travel in real time. ALPR technology will allow the Norwalk Police Department to share pertinent data and information with our law enforcement partners. The Norwalk Police Department recognizes that there will be a need to safely store ALPR data and maintain privacy, so the system will need to be encrypted. The Norwalk Police Department will be looking to utilize an ALPR system that would delete all data on a 30- or 60-day basis. The ALPR system that we would utilize would need built-in guard rails with its data. The system would require customized user permissions, usage audits and limited data retention.

Between January 2022- May 2023 Norwalk has had 2 homicides, at least 23 incidents of armed violence. These include incidents of shots being fired, robberies and associated gun violence. Norwalk during this time period has had 139 cars reported stolen, 242 car burglaries and 11 catalytic converter thefts. I have attached the 2022-2023 statistics.

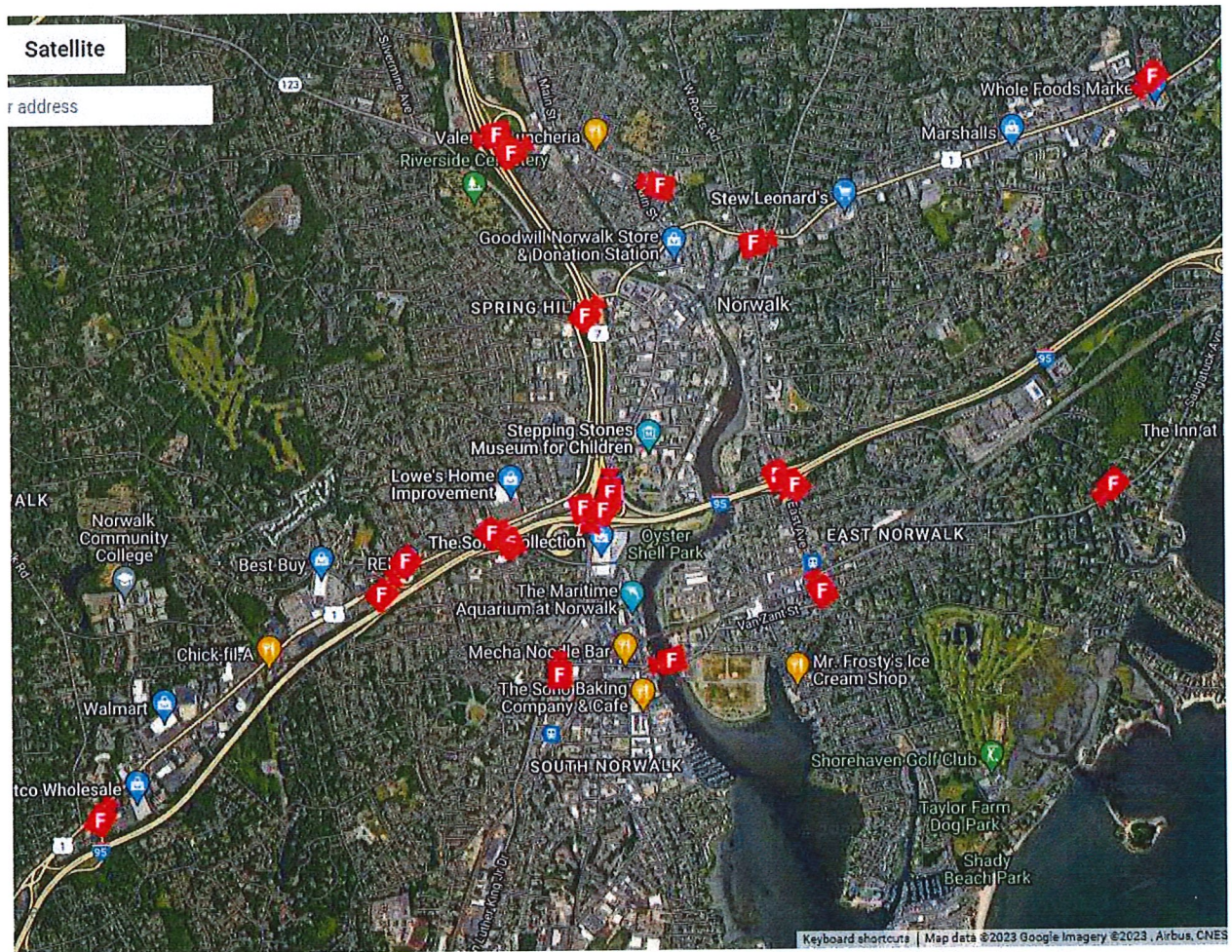
The Norwalk Police Department has a strong cooperative relationship with our Federal Partners and have Task Force Officers working with the U.S. Marshalls and FBI Task Forces. Additionally, the department works with various community organizations and residents to build trust and cooperation within the community. These partnerships are beneficial in not only combatting but also preventing gun violence. The ALPR systems allow valuable information to be developed and shared with our law enforcement partners to help curtail future violence.

Budget Narrative

The funding will be used to provide:

<u>Automatic License Plate Readers</u>		<u>Unit Cost</u>	<u>Total</u>
12	@	\$3000.00	\$36,000.00

This will include consultation on locations, installation and training on the ALPR System.



Site considerations for ALPR positions.

**Project Safe Neighborhoods
2022 Grant Solicitation**



United States Attorney's Office
District of Connecticut
157 Church Street
New Haven, CT 06510

and

The Justice Education Center, Inc.
62 LaSalle Road
West Hartford, CT 06107

PROJECT SAFE NEIGHBORHOODS

2022 Application Guidelines and Procedures

Introduction

The Office of the United States Attorney (USAO), District of Connecticut has been designated to receive funds for the Project Safe Neighborhoods (PSN) grant program. This program is designed to fund innovative projects to reduce gun and gang-related violence. The Justice Education Center, Inc. (TJEC) has been designated as the fiscal agent to administer these funds in Connecticut.

This document provides potential applicants with program criteria and eligibility information so that formal application proposals may be prepared. Please contact The Justice Education Center, Inc. at (860) 231-8180 to request technical assistance. Additional information can also be obtained regarding the Project Safe Neighborhoods initiative by visiting the official program website at <https://www.justice.gov/psn>.

Eligible Applicants

Project Safe Neighborhoods grant awards may be made to law enforcement agencies, state agencies, local units of government, and non-profit organizations. A "local unit of government" is defined as any city, town, township, or other general purpose political subdivision of a state.

Deadline

The PSN grant program for the District of Connecticut will accept applications until June 30, 2023 at 11:59 pm.

Funding Policies

- A. Programs funded under PSN22 must be completed by September 30, 2025. New and continuation projects will compete equally each year. In such a competitive environment, "need" and the use of effective data-driven strategies will be key factors for funding selections, in addition to evaluating performance results.
- B. Terms and Conditions and any Special Conditions.
- C. PSN funds can be used to fund necessary equipment, contractual services when applicable, travel and training costs, innovative violence deterrence programs, and other needed supplies.

Funding Priorities

The overall goal for this initiative is to promote safe communities across the state through the reduction of gun violence and gang activity, with special focus on areas with increased rates of violent crime/gang activity. Toward that goal, the program seeks to fund projects that will enhance progress toward the below priorities. However, innovative projects outside of these priorities which are aimed at reducing firearm and gang violence will also be considered.

1. **Gun and Gang Crime Investigation/Suppression:** Programs (or task forces) to target perpetrators of gun and gang-related crimes. This can include the illegal possession of firearms, the illegal sale of guns or crimes proven to be committed to benefit a gang/group. Multi-agency cooperation should be demonstrated (e.g. both state and federal involvement). Proposals looking to fund specific enforcement activities will be considered.
2. **Firearms Analysis:** Programs that should enhance and provide support for state and local law enforcement agencies that analyze firearms and ballistic evidence (including NIBIN analysis and tracing of firearms).
4. **Training:** Training to enhance the effective implementation of PSN programs both local and statewide. Agencies and departments are encouraged to choose topics such as gang investigations, firearms investigations and crime gun identification and tracking.
5. **Prevention/Education Programs:** Programs that establish adult and/or juvenile prevention, education courses on firearm safety and laws regarding gun-related offenses, Gang Resistance Education and Training (G.R.E.A.T.), youth mentoring programs, community gang awareness training, offender notification call-ins, and re-entry programs are suggested.
6. **Other Innovative Approaches** that keep with the overall goal of PSN will be considered.

Matching Requirement

Funding will provide for 100% of project costs. No cash or in-kind match will be required.

Guidelines for the Use of Grant Funds

A. Allowable Expenses:

1. Personnel, overtime, training as a component of an overall program, equipment, and supplies are allowable expenses. All expenditures must be related to the implementation of an actual program. This program must be defined in the program narrative sections of the application. Personnel and overtime expenses are only allowable expenditures if they support specific PSN activities.
2. All grant-funded personnel must have one hundred percent of their time dedicated to grant activities (See also all non-supplanting provisions in the Grant Terms and Conditions.).

B. Unallowable Expenses:

1. Any expenditure that is not a part of an approved program or project is unallowable.
2. Grant funds may not be used to supplant existing state or local criminal justice funds. Any grant expenditures must increase the existing amount of funds available for eligible activities.
3. Funds may not be expended to purchase, lease, rent, or acquire any of the following: ammunition, association fees, vehicle insurance and maintenance.
4. Any other unallowable expense as detailed in the December 2017 DOJ Grants Financial Guide.

C. Financial Requirements:

An assurance that funds will not be used to supplant local funding must be provided in the application as stated in Grant Terms and Conditions. This certification attests that federal funds will be used to supplement existing funds for program activities, not replace funds already appropriated for the same purpose. Potential supplanting will be the subject of post-award monitoring and audit. If there is a potential presence of supplanting, the applicant or subgrantee will be required to supply documentation demonstrating that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. Violations of this requirement can result in recoupment of monies provided under this grant in addition to possible civil, and/or criminal penalties.

Suspension or Termination of Funding

The fiscal agent may suspend (in whole or in part), terminate funding for, or impose another sanction on a subgrantee for any of the following reasons:

- A. Failure to adhere to the standard terms and conditions or special conditions.
- B. Implementing substantial program changes to the extent that, if submitted originally, the application would not have been approved for funding.
- C. Failure to submit reports (programmatic and/or financial) in a timely manner.
- D. Filing a false certification in this application or other report or document.

Application Review Process

All applications will be reviewed by The Justice Education Center for technical sufficiency and will then be reviewed by the members of the PSN Selection Committee. Chosen by the USAO, the committee is comprised of individuals from across the state who represent retired law enforcement and prosecutorial agencies. The individuals who evaluate the applications cannot play a role in the production of all or part of any application, nor can they be employed by the federal government or by an applicant, in order to ensure that there is no conflict of interest. Once the review is completed, the PSN Selection Committee will finalize the recommendations before submitting them to the Bureau of Justice Assistance (BJA) for final approval.

The Justice Education Center and the PSN Selection Committee will evaluate applications based on the following criteria:

A. Design quality of the proposal

1. Project Impact - The program should be designed to address the problems and needs of the area to be served. An analysis of how these problems could be improved through the project should be shown.
2. Budgetary Review - Each application will be reviewed to ensure budgetary reasonableness and allowability of costs.
3. Project Feasibility - Applicants should describe sufficiently and clearly how the project will be implemented.
4. Multijurisdictional Cooperation - Where applicable, proposals should indicate what type of coordination will be established between the applicant and other jurisdictions in the development and implementation of the project. Written agreements should be included where possible.
5. Project Evaluation - Simple, specific, and measurable objectives should be presented, and each objective must be matched with a performance indicator. The performance indicators describe how the grant's objectives will be documented or monitored. Evaluation measures the effectiveness of your program by comparing your objectives with actual accomplishments.

B. Geographic Areas of Greatest Need

C. Jurisdictions with limited resources

D. Probability of success

E. Effective utilization of resources

F. Requested grant amounts

Notification Process

Applicants will be notified in writing by the The Justice Education Center whether their application has been approved for funding or has been denied funding. This notification should be made within sixty (60) days of the application date.

**FIRST AMENDMENT TO THE
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
RECOVERY NETWORK OF PROGRAMS, INC.
AND
CITY OF NORWALK**

THIS FIRST AMENDMENT, is made and entered into this _____ day of _____, 2023 (the "Effective Date"), by and between the **CITY OF NORWALK**, acting herein by Harry W. Rilling, its Mayor, duly authorized (hereinafter referred to as the "City"), and **RECOVERY OF NETWORK PROGRAMS, INC** (a/k/a Recovery Network Programs, Inc.), a Connecticut corporation having an office and place of business located at 2 Trap Falls Road, Suite 405, Shelton, CT 06484, acting herein by Jennifer Kolakowski, its CEO, duly authorized (hereinafter referred to as the "RNP")(The City and Engineer hereinafter referred to collectively as the "Parties" and each as "Party").

WHEREAS, the Parties entered into a written Memorandum of Agreement dated August 23, 2022 (the "Original Agreement");

WHEREAS, pursuant to Section 4 of the Agreement, the City agreed to reimburse RNP the funding for one full-time and part-time social worker for one year in the amount of \$207,752;

WHEREAS, the one year period commenced on October 19, 2022;

WHEREAS, RNP agreed to increase the allocation of social workers from one full-time and one part-time social worker to two full-time social workers for one year, and the City agreed to increase the reimbursement to RNP for the funding of said two full-time social workers to \$248,748;

NOW, THEREFORE, in consideration of the mutual covenants and understandings herein contained, the parties hereby amend the Original as follows:

A. Definitions. Capitalized terms used and not defined in this First Amendment have the respective meanings assigned to them in the Original Agreement.

B. Amendment to the Original Agreement. As of the Effective Date, the Original Agreement is hereby amended or modified as follows:

1. Section 4 of the Original Agreement shall now be Section 4.a.
2. The following Section 4.b. shall be added to the Original Agreement.

The NPD will be responsible to provide/reimburse RNP the funding for two full-time social workers for a period of one year commencing on October 19, 2023 and ending October 18, 2024 (the "Second Term Year") in amount

of \$248,748 (the "Second Term Year Reimbursement"). The NPD will outline the manner in which RNP receives payment.

C. Except as expressly provided in this First Amendment, all of the terms and provisions of the Original Agreement, as previously amended, are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Original Agreement, as previously amended, or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date of this Amendment, each reference in the Original Agreement to "the Memorandum of Understanding," "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import and each reference to the Original Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Original Agreement will be a reference to the Original Agreement as previously and herein amended.

D. Electronic Signature. This First Amendment may be executed and delivered via facsimile or electronic mail by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered via facsimile or electronically as if the original had been received.

RECOVERY NETWORK OF PROGRAMS, INC.

By: _____
Jennifer E. Kolakowski
Its Chief Executive Officer,
Duly Authorized

CITY OF NORWALK

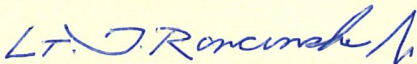
By: _____
Harry W. Rilling
Its Mayor,
Duly Authorized

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Darin L. Callahan
Assistant Corporation Counsel

By: _____
Comptroller/Deputy Comptroller

	FY 2024 HIGHWAY SAFETY PROJECT GRANT APPLICATION				
	CT DEPARTMENT OF TRANSPORTATION				
	FORM	HS-1	CFDA #	20.607	
	PROJECT NO:		0204-0724-AO		
Revision: July 5, 2023	PROGRAM AREA:	154-LET_DG			Received Department of Transportation Highway Safety Office
Expires: September 30, 2024	PROGRAM AREA DESCRIPTION:	Drug Law Enforcement Training			
ACCEPTANCE -- IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH TRANSPORTATION SAFETY SECTION POLICY. COPY OF POLICY OBTAINED UPON REQUEST.					
PROJECT TITLE: FY24 DRE Instructor Support Grant					
GOVERNMENTAL UNIT:			ADDRESS OF GOVERNMENTAL UNIT:		
City of Norwalk			125 East Avenue, Norwalk, CT 06851		
APPLICANT:			ADDRESS OF APPLICANT:		
Norwalk Police Department			1 Monroe Street, Norwalk, CT 06854		
FEIN:	UEI NUMBER:		ANTICIPATED PROJECT STARTUP DATE:		
06-6011881	75410415		October 1, 2023		
PROJECT DIRECTOR:		TITLE:	TELEPHONE NUMBER:		
Lt Thomas Roncinske		Grant Manger	203.854.3007		
			FAX NUMBER:		
			N/a		
SIGNATURE:		ADDRESS & ZIP CODE:	E-MAIL ADDRESS:		
		1 Monroe Street, Norwalk, CT 06854	troncinske@norwalkct.gov		
FISCAL OFFICER:		TITLE:	TELEPHONE NUMBER:		
Chitsamay Lam		Comptroller	203.854.7711		
			FAX NUMBER:		
			N/a		
SIGNATURE:		ADDRESS & ZIP CODE:	E-MAIL ADDRESS:		
		125 East Avenue, Norwalk, CT 06851	clam@norwalkct.gov		
AUTHORIZING OFFICIAL:		TITLE:	TELEPHONE NUMBER:		
Harry W. Rilling		Mayor	203.854.7701		
			FAX NUMBER:		
			N/a		
SIGNATURE:		ADDRESS & ZIP CODE:	E-MAIL ADDRESS:		
		125 East Avenue, Norwalk, CT 06851	hrilling@norwalkct.gov		
FOR HSO USE ONLY					
APPROVED PROJECT PERIOD:		FROM:	THROUGH:		
		October 1, 2023	September 30, 2024		
FISCAL REVIEW COMPLETED BY:		PROJECT MANAGER REVIEW COMPLETED BY: (SIGNATURE AND DATE)			
(SIGNATURE AND DATE)		ROBERT V. KLIN			
		PROGRAM COORDINATOR REVIEW COMPLETED BY: (SIGNATURE AND DATE)			
		JOSEPH CRISTALLI, JR.			
CHRISTINE BISKE or ANILA HAFEEZ		GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE: (SIGNATURE AND DATE)			
REQUESTED AMOUNT:	\$49,464.05	GARRETT EUCALITTO			
HSO APPROVED \$:	\$49,464.05				
TOTAL ALLOTTED \$:	\$49,464.05				

PROJECT TITLE	APPLICANT	
FY24 DRE Instructor Support Grant	Norwalk Police Department	
	PROBLEM ID	PAGE 1 OF 5

****Press "ALT" & "Enter" together to insert new line**

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

PROBLEM IDENTIFICATION

Describe in detail the specific problem to be corrected or impacted.

Indicate the reason your current program or activity is not adequate and explain past efforts to resolve the problem.

Provide supporting data, facts, or statistics that will substantiate the need for requested project.

Alcohol and drug impaired driving is a major contributing factor in traffic crashes, injuries, and fatalities on Connecticut's roadways. NHTSA data for Connecticut indicates that 112 of Connecticut's 298 fatalities (38%) in 2021 were alcohol-impaired driving fatalities. Additionally, crashes related to drugged driving have become more prevalent in recent years. Connecticut studies have found a large increase in the number of drivers using marijuana or other illegal drugs. Over the 2017-2021 period, about 53% of drivers involved in fatal crashes tested positive for drugs, with rates fluctuating from year to year. The impaired driving problem identification section of Connecticut's 2024 Highway Safety Plan calls for high visibility enforcement of the impaired driving laws, public information and education on the risks, dangers, and consequences of driving while impaired, prosecution of first time and repeat offenders and the passage of strong legislation. Networking, monitoring, and evaluation are also addressed in the plan. The successful implementation of the impaired driving enforcement plan is a vital component to the overall highway safety program in Connecticut.

Connecticut's 2024 Highway Safety Plan also calls for the training of law enforcement officials in the latest methods of drug evaluation and classification and to certify law enforcement officials as Drug Recognition Experts (DREs).

Successful implementation of this impaired driving enforcement plan through this project scope is vital to the overall highway safety program in Connecticut.

This project will be closely monitored. In addition, the Highway Safety Office's Fiscal Officer will ensure that the appropriate financial documentation supports all claims against this project.

FY 2024 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY24 DRE Instructor Support Grant	Norwalk Police Department	
	PROBLEM ID	PAGE 2 OF 5
**Press "ALT"&"Enter" together to insert new line STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION PROBLEM IDENTIFICATION (CONT.):		

FY 2024 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY24 DRE Instructor Support Grant	Norwalk Police Department	
	PROBLEM ID	PAGE 3 OF 5
**Press "ALT"&"Enter" together to insert new line STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION PROBLEM IDENTIFICATION (CONT.):		

FY 2024 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY24 DRE Instructor Support Grant	Norwalk Police Department	
	PROBLEM ID	PAGE 4 OF 5

****Press "ALT"&"Enter" together to insert new line**

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

PROBLEM IDENTIFICATION (CONT.):

FY 2024 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY24 DRE Instructor Support Grant	Norwalk Police Department	
	PROBLEM ID	PAGE 5 OF 5
**Press "ALT"&"Enter" together to insert new line STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION PROBLEM IDENTIFICATION (CONT.):		

PROJECT TITLE		APPLICANT	
FY24 DRE Instructor Support Grant		Norwalk Police Department	
		OBJECTIVES	PAGE 1 OF 4

****Press "ALT"&"Enter" together to insert new line**

OBJECTIVES
Describe the objectives to be accomplished during this project.
The objectives should be specific, clearly written, measurable, and time-framed.

To decrease drug related crashes, injuries and fatalities through high visibility enforcement and prosecution of DUI offenders by:

- *Increasing the number of law enforcement officers trained to recognize the signs of an impaired driver under the influence of illegal or legal drugs or medications by providing statewide coordination of Standard Field Sobriety Testing (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) training to law enforcement.
- *Increasing the number of certified Drug Recognition Experts, instructors, and practitioners by providing statewide coordination of Drug Recognition Expert (DRE) training to law enforcement.
- *Increasing law enforcement recognition and conviction of various types of impaired driving, beyond alcohol impairment, by providing coordination to establish a DRE training program.
- *To reimburse DRE instructors for expenses incurred in facilitating the DRE practitioner class and subsequent impaired driving enforcement trainings.
- *To reimburse DRE instructors for court costs incurred while testifying as DRE reconstructionist's and/or DRE subject matter experts in Connecticut, and related DRE callout requests.

DRE training for police officers will be offered for the purpose of increasing the number of DRE practitioners and to ensure that in-service law enforcement practitioners making alcohol and/or drug arrests are properly trained in the detection and apprehension of impaired drivers. It also will reinforce that trained police officers follow the standardized and systematic arrest procedures that will hold up in court.

Assist in the following activities:

- Provide Standardized Field Sobriety Testing (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) classes to law enforcement within Federal Fiscal Year (FFY) 2024
- Provide Drug Recognition Expert (DRE) classes to law enforcement within FFY 2024
- Provide DRE Instructor classes within FFY 2024
- *Reimbursement will be made for both straight time and overtime expenses as required*

Funding for this project will be used to assist in the administration of the Drug Evaluation and Classification Program (DECP) project. Duties will primarily involve the Drug Recognition Expert (DRE) component of the DECP. Anticipated duties include the coordination of DRE training activities, ensuring compliance with DRE recertification requirements, overseeing the collection and transmission of electronic data collected through DRE evaluations and providing support to all current Connecticut DREs throughout the state.

FY 2024 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY24 DRE Instructor Support Grant	Norwalk Police Department	
	OBJECTIVES	PAGE 2 OF 4
**Press "ALT" & "Enter" together to insert new line		
OBJECTIVES (CONT.):		

FY 2024 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY24 DRE Instructor Support Grant	Norwalk Police Department	
	OBJECTIVES	PAGE 3 OF 4
**Press "ALT"&"Enter" together to insert new line		
OBJECTIVES (CONT.):		

FY 2024 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY24 DRE Instructor Support Grant	Norwalk Police Department	
	OBJECTIVES	PAGE 4 OF 4
**Press "ALT"&"Enter" together to insert new line		
OBJECTIVES (CONT.):		

PROJECT TITLE	APPLICANT	
FY24 DRE Instructor Support Grant	Norwalk Police Department	
	ACTIVITIES	PAGE 1 OF 4
**Press "ALT"&"Enter" together to insert new line		
ACTIVITIES		
Describe activities and procedures you will undertake to achieve each objective.		
<u>Identify project personnel and responsibilities. Include activity timelines.</u>		
All activities will be performed by a certified DRE Instructor: -Evaluate and assess status of program -Establish tracking procedures to fulfill and document objectives -Provide support to the CT DRE program and all CT DREs -Assist in training at DRE School -Assist in training at DRE field certifications -Attend the National DRE Conference (IDTS) -Attend drug impaired driving and DRE related trainings -Assist in training at SFST and ARIDE classes -Prepare quarterly progress report regarding activities Budget to include the following: Personnel expenses (Salaries, Overtime) Travel costs (Instructors, Students, Conferences, Trainings, Meetings)		

FY 2024 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY24 DRE Instructor Support Grant	Norwalk Police Department	
	ACTIVITIES	PAGE 2 OF 4
**Press "ALT"&"Enter" together to insert new line		
ACTIVITIES (CONT.):		

FY 2024 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY24 DRE Instructor Support Grant	Norwalk Police Department	
	ACTIVITIES	PAGE 3 OF 4
**Press "ALT"&"Enter" together to insert new line		
ACTIVITIES (CONT.):		

FY 2024 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY24 DRE Instructor Support Grant	Norwalk Police Department	
	ACTIVITIES	PAGE 4 OF 4
**Press "ALT"&"Enter" together to insert new line		
ACTIVITIES (CONT.):		

PROJECT TITLE		APPLICANT				
FY24 DRE Instructor Support Grant		Norwalk Police Department				
		BUDGET				
BUDGET DETAIL FOR ITEMS THAT ARE CHARGED TO THIS GRANT						
A. Personnel Cost: Positions #		1	2	3	4	
*Hours worked on grant activities.	Position Title	DRE Instructor	DRE Instructor OT Rate			
	Hourly rate	\$46.000000	\$76.000000			
	Pay Period Scheduled Hours	350.00	300.00			
	*Hours allotted for this grant	350.00	300.00			
	Number of Pay Periods	1.00	1.00			
	A1	Salaries Sub-Total	\$16,100.00	\$22,800.00	\$0.00	\$0.00
		Salaries Total	\$38,900.00			
	A2	Fringe Rate %	1.45%	1.45%		
		Fringe Sub-Total	\$233.45	\$330.60	\$0.00	\$0.00
		Fringe Total	\$564.05			
Salaries and Fringe Total		\$16,333.45	\$23,130.60	\$0.00	\$0.00	
A. Personnel Cost Total		\$39,464.05				
Personnel Costs Notes	Funding from this project will be used to assist with the administration of the DEC Program. These duties will include assisting with DRE training activities and providing support to current and newly trained Connecticut DREs, as well as conducting Drug Influence Evaluations and callouts.					
B. Travel (require pre-approval from HSO)		\$10,000.00	\$10,000.00			
Description	Funding will be used to cover travel costs associated with DRE trainings, field certifications, and the annual IDTS Conference.					
C. Contractual Services			\$0.00			
Description						
D. Operating/Supplies Costs			\$0.00			
Description						
E. Equipment			\$0.00			
Description						
F. Indirect Cost @ rate:			\$0.00			
Sum of Indirect Cost Base Categories (attach agreement):						
Indirect Rate Base Categories (i.e. A1,A2,B,etc.):						
Total Project Cost:		\$49,464.05				

PROJECT TITLE		APPLICANT				
FY24 DRE Instructor Support Grant		Norwalk Police Department				
		MATCH				
BUDGET DETAIL FOR ITEMS THAT ARE SUBMITTED FOR <u>MATCH</u> FOR THIS GRANT						
A. Personnel Cost: Positions #		1	2	3	4	
*Hours worked on grant but not reimbursed	Position Title					
	Hourly rate					
	Pay Period Scheduled Hours					
	*Match Hours allotted to this grant					
	Number of Pay Periods					
	A1	Match Salaries Sub-Total	\$0.00	\$0.00	\$0.00	\$0.00
		Match Salaries Total	\$0.00			
	A2	Match Fringe Rate %				
		Match Fringe Sub-Total	\$0.00	\$0.00	\$0.00	\$0.00
	Match Fringe Total		\$0.00			
Match Salaries and Fringe Total		\$0.00	\$0.00	\$0.00	\$0.00	
A. Match Personnel Cost Total		\$0.00				
Personnel Costs Notes						
B. Match Travel (require pre-approval from HSO)					\$0.00	
Description						
C. Match Contractual Services					\$0.00	
Description						
D. Match Operating/Supplies Costs					\$0.00	
Description						
E. Match Equipment					\$0.00	
Description						
F. Match Indirect Cost @ rate:					\$0.00	
Sum of Indirect Cost Base Categories (attach agreement):						
Indirect Rate Base Categories (i.e. A1,A2,B,etc.):						
Total Match Cost:				\$0.00		

PROJECT TITLE		APPLICANT			
FY24 DRE Instructor Support Grant		Norwalk Police Department			
		FRINGE			

FRINGE BENEFIT CERTIFICATION STATEMENT

NOTE: If fringe rate is being charged/reimbursed, this page should be completed and signed. Fringe benefit charges should NOT be included in the hourly rate. No hourly rate should be inflated--all hourly rates should be reported as actuals.

I hereby certify that the information below is the true and accurate and authorized by
Norwalk Police Department

for hours worked by personnel for the following time period:

FROM Date: 10/1/2023 **TO Date:** 9/30/2024

#	Actual Cost Category	Straight Time Percentage	*Submitting for Reimbursement	Overtime Percentage	*Submitting for Reimbursement
1	Medicare	1.45000%	YES	1.45000%	YES
2		0.00000%		0.00000%	
3		0.00000%		0.00000%	
4		0.00000%		0.00000%	
5		0.00000%		0.00000%	
6		0.00000%		0.00000%	
7		0.00000%		0.00000%	
8		0.00000%		0.00000%	
9		0.00000%		0.00000%	
10		0.00000%		0.00000%	

Total Fringe Rate	1.45000%	1.45000%	1.45000%	1.45000%
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City/Town/Agency's Chief Financial Officer or Authorized Official

I further certify that this statement is correct in all respects and that the fringe benefit rate(s) identified above accurately represents the fringe benefit costs to the city/town/agency for the individuals employed under or working on this project.

Name: Chitsamay Lam

Title: Comptroller

Signature: _____

Date: _____

PROJECT TITLE	APPLICANT
FY24 DRE Instructor Support Grant	Norwalk Police Department
	CONTINUATION
**Press "ALT" & "Enter" together to insert new line CONTINUATION AND COST ASSUMPTION Describe how project activities will be supported when federal participation ends (if warranted)	

PROJECT TITLE	APPLICANT
FY24 DRE Instructor Support Grant	Norwalk Police Department
	REIMBURSEMENT

PROJECT EXPENDITURES --- REIMBURSEMENT REQUIREMENTS

NOTE: This is a federally reimbursable program. The cost of all expenses incurred under this project must first be paid for with municipal or state agency funds. The sub-grantee may then apply for reimbursement based on the procedures and policies listed below.

Project Start Date	Project Ending Date	Reimbursement Deadline
October 1, 2023	September 30, 2024	October 30, 2024

- *All reimbursements must be signed and dated by the sub-grantee's authorizing official.*
- *Reimbursements should be submitted on a quarterly/monthly basis, per program, per program manager, during the term of the approved grant.*
- *Under the terms and conditions of this project application, ALL SUPPORTING DOCUMENTATION must be submitted to the Highway Safety Office no later than thirty (30) days after the project's ending date. Please verify the project start date, project ending date, and reimbursement deadline prior to any project activity.*
- *All reimbursements must include the invoice as well as proof of payment (examples: for airfare or hotel; a billing statement showing a zero balance, a screen shot from system showing vendor and payment amount with voucher number, copy of front and back of canceled check, or notarized letter which includes check number and date when expenditure was paid).*
- *Deadline for all federal reimbursements for salary positions must be invoiced to the CT Highway Safety Office (HSO) no later than October 30th. Failure to do so may jeopardize your reimbursement.*
- *All salary reimbursements must be accompanied by signed timesheets and/or reports. Signature of both the employee and authorizing Supervisor is required.*
- *Deadline for all federal reimbursements for commodity purchases and other pre-approved grant items should be submitted to the HSO no later than October 30th.*
- *Photocopies of any media coverage (if applicable) or supportive documentation can be included.*
- *Grant category budgets should be adhere to, funding is not fluid between budget categories. Only expenses contained in the approved Highway Safety Project application may be claimed for reimbursement.*

**FAILURE TO MEET THE REIMBURSEMENT
REQUIREMENTS SET FORTH WILL RESULT IN YOUR
CLAIM BEING DENIED.**

PROJECT TITLE	APPLICANT
FY24 DRE Instructor Support Grant	Norwalk Police Department
	AUDIT REQ

ATTACHMENT A

SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES EFFECTIVE OCTOBER 1, 2023

AUDIT REQUIREMENT STATEMENT:

The town/city/agency of Norwalk Police Department
declares that for the fiscal year ending September 30, 2024, the sum total of Federal funds awarded to local government agencies from all sources **DOES exceed \$750,000** and that it will conduct an audit report as required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name: Chitsamay Lam

Signature: _____

Title: Comptroller

Date: _____

(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)



AUDIT EXEMPTION STATEMENT:

The town/city/agency of Norwalk Police Department
declares that for the fiscal year ending September 30, 2024, the sum total of Federal funds awarded to local government agencies from all sources **DOES NOT exceed \$750,000** and that an independent audit is not required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name: _____

Signature: _____

Title: _____

Date: _____

The following sanctions policy will be in effect for sub grantees who do not submit Audit Reports or who do not correct findings in those reports:

- a. Any sub grantee receiving \$750,000 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.
- b. Any sub grantee who has not taken corrective action on an audit finding within six months of the submission of an audit report will have funds automatically deducted from any pending claims. If there are no pending claims with the HSO, the sub grantee will not be eligible for highway safety grants until a corrective action has been negotiated with the HSO.

PROJECT TITLE	APPLICANT	
FY24 DRE Instructor Support Grant	Norwalk Police Department	
	CERTS & ASSURANCES	PAGE 1 OF 7

**Certifications and Assurances for
Fiscal Year 2024 Highway Safety Grants**
(23 U.S.C. Chapter 4; Sec. 1906, Public Law 109-59,
As Amended By Sec. 4011, Pub. L. 114-94)

NONDISCRIMINATION

(applies to subrecipients as well as States)

The Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

FY 2024 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY24 DRE Instructor Support Grant	Norwalk Police Department	
	CERTS & ASSURANCES	PAGE 2 OF 7

The Subgrantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

 - To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

FY 2024 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY24 DRE Instructor Support Grant	Norwalk Police Department	
	CERTS & ASSURANCES	PAGE 3 OF 7

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The Subgrantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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 any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

FY 2024 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY24 DRE Instructor Support Grant	Norwalk Police Department	
	CERTS & ASSURANCES	PAGE 4 OF 7

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

FY 2024 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY24 DRE Instructor Support Grant	Norwalk Police Department	
	CERTS & ASSURANCES	PAGE 5 OF 7

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>)

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

FY 2024 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY24 DRE Instructor Support Grant	Norwalk Police Department	
	CERTS & ASSURANCES	PAGE 6 OF 7

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

FY 2024 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY24 DRE Instructor Support Grant	Norwalk Police Department	
	CERTS & ASSURANCES	PAGE 7 OF 7

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT
(applies to subrecipients as well as States)

The Subgrantee will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The Subgrantee will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

CITY/TOWN/AGENCY'S AUTHORIZED OFFICIAL

I understand that my statements in support of this application for Federal grant funds are statements upon which the Federal/State Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Name: Harry W. Rilling

Title: Mayor

Signature: _____

Date: _____

PROJECT TITLE		APPLICANT		
FY24 DRE Instructor Support Grant		Norwalk Police Department		
		SUMMARY		
BUDGET SUMMARY				
TOTAL FEDERAL BUDGET	\$49,464.05	FEDERAL SHARE	100.00%	
TOTAL MATCH BUDGET	\$0.00	NON-FEDERAL SHARE	0.00%	
FEDERAL AWARD IDENTIFIER NUMBER (FAIN):		69A37521300001540CTA		
		69A37522300001540CTA		
		No Supplemental Funds 22		
		69A37523300001540CTA		
		No Supplemental Funds 23		
		69A37524300001540CTA		
CHARGES FOR THIS GRANT	AMOUNT	BUDGET SUMMARY APPROVAL		
SALARY	\$38,900.00	☐ APPROVED	☐ CONDITION APPLY*	☐ N/A
FRINGE BENEFIT @ 1.45%	\$564.05	☐ APPROVED	☐ CONDITION APPLY*	☐ N/A
TRAVEL	\$10,000.00	☐ APPROVED	☐ CONDITION APPLY*	☐ N/A
CONTRACTUAL SERVICES	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☐ N/A
OPERATING/SUPPLIES COSTS	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☐ N/A
EQUIPMENT	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☐ N/A
INDIRECT COSTS	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☐ N/A
TOTAL FEDERAL BUDGET	\$49,464.05	APPROVED \$:		
MATCH FOR THIS GRANT	AMOUNT	MATCH SUMMARY APPROVAL		
SALARY	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☐ N/A
FRINGE BENEFIT @ 0.00%	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☐ N/A
TRAVEL	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☐ N/A
CONTRACTUAL SERVICES	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☐ N/A
OPERATING/SUPPLIES COSTS	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☐ N/A
EQUIPMENT	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☐ N/A
INDIRECT COSTS	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☐ N/A
TOTAL MATCH BUDGET	\$0.00	MATCH \$:		
*Conditionally approved amounts will only be reimbursed upon satisfying the condition mentioned below.				
NOTES:				

**CITY OF NORWALK*****Tax Collector's Office*****Department of Finance**

125 East Avenue Room 105

Norwalk, CT 06851

Phone: 203- 854-7731 (main line)

Fax: 203-854-7770

Norwalkct.gov

To: Mayor Harry Rilling; Board of Estimate and Taxation
From: Lisa Biagiarelli, Tax Collector
Date: August 10, 2023
Re: **Preliminary Narrative for August, 2023**

At this writing, we have not yet completed our July 2023 month end reports. I will provide July 2023 information as soon as we have it available. I can report on the collection period in general, and address some of the concerns raised at last month's meetings of both the BET and the Finance and Claims Committee. At last month's BET meeting, I was specifically asked to follow up on the issues we experienced with our June 2023 tax billing.

Normally, we send our billing files to the printer at the end of May or first week of June. This year we were not able to meet that goal, and files were not sent to the printer until the second and third week of June. Consequently, it became apparent bills would not be mailed by June 30. We acknowledged this and provided an extended grace period, in accordance with state statute that requires us to provide thirty days from the day bills are mailed. Bills were mailed from July 3 - July 7, and August 7, 2023 was the last day to pay without penalty.

On July 5, the initial round of bills was received, and taxpayers called to advise that in some cases, households that qualified for elderly and disabled tax relief did not receive the credit they were entitled to receive. That issue was immediately identified, and the assessor's office made the necessary changes. Corrected bills were timely mailed at that time. This issue affected approximately 300 households.

There also was an issue with some taxpayers whose bills should have been coded to reflect that their tax payment was to be made on their behalf by their escrow agent; nonetheless, bills they received did not reflect this notation. We identified this as a software conversion issue and made plans to send memorandum tax bills to all affected taxpayers to advise that we were expecting their escrow agents to pay on their behalf. Those bills were issued within the next ten days.

The second wave of bills was received around July 10. At that time, it became apparent that there were issues with some motor vehicle assessments. The Assessors office began working on that issue, and is continuing to do so. My division is not involved in assessment or with assigning assessed values; however, we are responsible for billing, and in conjunction with the assessor's office, have fielded many inquiries about this since July 10.

Due to the volume of changes being made, the assessor's office determined the most expedient way of addressing this is to involve the software vendor, QDS. QDS will import the revised assessments, create and subsequently mail revised tax bills, based on those revised assessments. Affected taxpayers will have 30 days from the mailing date in which to pay these revised bills without penalty. At this writing they expect the mailing to occur by the end of August with a pay-by date of September 30.

This situation is complicated by numerous variables. Assessor's staff has already made hundreds of adjustments to motor vehicle assessments based upon taxpayers' inquiries over the course of the last month. Many taxpayers have already received revised tax bills in the mail, in the same way taxpayers whose elderly and disabled credits were affected have already received revised bills. There are hundreds of other adjustments "in the hopper," or in the process of having a new bill mailed by my division. Additionally, many taxpayers have already made payment. Some have paid bills that have been revised, while others have paid their original bills. All of these variables need to be addressed. The vendor intends to cross check their revised billing against these revisions and adjustments that have already been made, as well as against payments that have already been received and posted as of a given date, in order to potentially eliminate some bills from the mailing and avoid further confusion.

We will continue working with the assessors on revisions; additionally, we will work with the comptroller's office to address situations where taxpayers have paid, and may be owed a refund or a credit. Some taxpayers will owe a balance due; still others will not have made any payment at all, and will simply be paying their revised, corrected bills. Bear in mind that while some taxpayers will see their revised assessments drop, others will see their revised assessments *increase*, as the erroneous assessments were not uniformly higher.

There also were conversion – related issues with some real estate bills populating with addresses and / or with owners from prior years. This has been attributed to miscommunication between the Assessor's computer assisted mass appraisal (CAMA) software, Munis, and QDS. Those issues have not yet been fully identified, addressed, or resolved.

The Administration has issued several press releases and responded to numerous direct inquiries from the press concerning these issues. There is information on the tax collector's home page on the city website in the form of a Frequently Asked Question: *I think my motor vehicle assessment is wrong! What happened?* [FAQs • City of Norwalk • CivicEngage \(norwalkct.gov\)](#) as well as links to articles on higher motor vehicle values in general. There is also a separate link on Revised / Corrected Motor Vehicle Tax Bills: [Revised / Corrected Motor Vehicle Tax Bills | Norwalk, CT - Official Website \(norwalkct.gov\)](#)

This has been a challenging collection period, due to the later mailing, assessment and other billing errors, and issues related to the software conversion. There were very long lines to pay taxes on July 27 and 28. This is directly attributable to mailing the bills out as late as we did, compressing into four weeks what is normally a six to seven week collection period; and to taxpayers choosing to pay during the last days of the month of July. We also continue to deal with issues related to the software conversion. We are behind with processing exception mail, partly due to the change in software. We are now unable to process payments with back taxes through our automated system; all of those are now processed manually by our staff. The QDS website, where taxpayers look up their bill and / or what is due, had function issues on July 31 and on August 1. We have also had issues with our online and IVR payment provider, Invoice Cloud; their payment portal had problems throughout the collection, and we had difficulty getting responses to our questions from Invoice Cloud.

Due to the extended grace period, the date of July 31 has less significance than usual. I will be able to provide a more accurate assessment of where we stand when we conclude the month of August 2023, as a large volume of payments will be processed and posted between August 1 and August 31.

Looking ahead, since we expect a sizeable number of corrected / revised motor vehicle bills to be issued and still collectible during September, this will affect our ability to issue past due notices, which likely won't be issued until October, a month later than usual. I will continue to keep stakeholders informed of our progress, and will update you when additional information is available. I thank you for your patience.

TAX COLLECTOR'S REPORT
JULY 2023

FISCAL YEAR 2023-2024 (2022 GRAND LIST)	ADJ. TAX COLLECTIONS		COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY	JUN 23 - JUL 23				
AUTOMOBILE-REGULAR	\$30,725,059.50	\$16,632,817.71	54.13%	\$30,238,969.72	(\$486,089.78)	55.00%
PERSONAL PROPERTY	\$22,422,652.30	\$6,087,307.42	27.15%	\$22,368,699.15	(\$53,953.15)	27.21%
REAL ESTATE	\$325,927,765.40	\$141,424,881.17	43.39%	\$324,359,684.46	(\$1,568,080.94)	43.60%
TOTAL TAX	\$379,075,477.20	\$164,145,006.30	43.30%	\$376,967,353.33	(\$2,108,123.87)	43.54%
SEWER USE	\$18,240,059.00	\$8,289,414.89	45.45%	\$18,447,941.06	\$207,882.06	44.93%
IPP FEE	\$199,250.00	\$94,375.05	47.37%	\$200,750.00	\$1,500.00	47.01%
FISCAL YEAR 2022-2023 (2021 GRAND LIST)						
AUTOMOBILE-REGULAR	\$27,605,498.25	\$17,326,134.38	62.76%	\$27,423,157.56	(\$182,340.69)	63.18%
PERSONAL PROPERTY	\$26,217,238.98	\$5,395,388.17	20.58%	\$22,240,844.32	(\$3,976,394.66)	24.26%
REAL ESTATE	\$315,360,461.09	\$137,175,869.49	43.50%	\$314,130,491.72	(\$1,229,969.37)	43.67%
TOTAL TAX	\$369,183,198.32	\$159,897,392.04	43.31%	\$363,794,493.60	(\$5,388,704.72)	43.95%
SEWER USE	\$17,981,973.00	\$7,410,577.30	41.21%	\$17,614,008.56	(\$367,964.44)	42.07%
IPP FEE	\$190,750.00	\$106,000.00	55.57%	\$193,500.00	\$2,750.00	54.78%
TAX DIFFERENCE 2022 G.L. vs. 2021 G.L. INCREASE/(DECREASE)						
	\$9,892,278.88	\$4,247,614.26	-0.01%	\$13,172,859.73	\$3,280,580.85	-0.41%
SEWER DIFFERENCE 2022 G.L. vs. 2021 G.L. INCREASE/(DECREASE)						
	\$258,086.00	\$878,837.59	4.24%	\$833,932.50	\$575,846.50	2.86%
IPP DIFFERENCE 2022 G.L. vs. 2021 G.L. INCREASE/(DECREASE)						
	\$8,500.00	(\$11,624.95)	-8.20%	\$7,250.00	(\$1,250.00)	-7.77%
BACK TAXES COLLECTED						
PRIOR TAXES			INC/(DEC)			
PRIOR SEWER USE FEE	\$524,329.89	\$349,182.19	\$175,147.70			
PRIOR IPP FEE	\$18,496.96	\$19,646.41	(\$1,149.45)			
TOTAL PRIOR TAX, SEWER & IPP	\$542,826.85	\$369,328.60	\$173,498.25			
CURRENT INTEREST	\$0.00	\$0.00	\$0.00			
PRIOR INTEREST	\$129,340.90	\$86,505.89	\$42,835.01			
SEWER USE FEE INTEREST	\$3,230.52	\$3,537.78	(\$307.26)			
IPP FEE INTEREST	\$0.00	\$15.00	(\$15.00)			
TOTAL INTEREST COLLECTED	\$132,571.42	\$90,058.67	\$42,512.75			
PRIOR LIEN FEE	\$1,536.00	\$2,088.00	(\$552.00)			
CURRENT LIEN FEE	\$0.00	\$0.00	\$0.00			
TOTAL LIEN FEE COLLECTED	\$1,536.00	\$2,088.00	(\$552.00)			
MISC FEES COLLECTED	\$9,427.29	\$3,686.01	\$5,741.28			
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$686,361.56	\$465,161.28	\$221,200.28			

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

TAX COLLECTOR'S REPORT
JULY 2023

ADTL 60-DAY COLLECTION

FISCAL YEAR 2022-2023

(2021 GRAND LIST)

AUTOMOBILE-REGULAR
AUTOMOBILE-SUPPLEMENTAL
PERSONAL PROPERTY
REAL ESTATE
TOTAL TAX

ADJ. TAX COLLECTIONS

JUN 22 - JUL 23

ORIGINAL LEVY
\$27,605,498.25
\$4,572,442.02
\$26,217,238.98
\$315,360,461.09
\$373,755,640.34

SEWER USE

IPP FEE

\$17,981,973.00
\$190,750.00

FISCAL YEAR 2021-2022

(2020 GRAND LIST)

AUTOMOBILE-REGULAR
AUTOMOBILE-SUPPLEMENTAL
PERSONAL PROPERTY
REAL ESTATE
TOTAL TAX

JUN 21 - JUL 22

ORIGINAL LEVY
\$21,672,160.18
\$4,219,965.63
\$22,966,731.64
\$308,716,745.40
\$357,575,602.85

SEWER USE

IPP FEE

\$16,488,685.00
\$187,000.00

TAX DIFFERENCE 2021 G.L. vs. 2020 G.L.
INCREASE/(DECREASE)

SEWER DIFFERENCE 2021 G.L. vs. 2020 G.L.
INCREASE/(DECREASE)

IPP DIFFERENCE 2021 G.L. vs. 2020 G.L.
INCREASE/(DECREASE)

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

ORIGINAL LEVY	ADJ. TAX COLLECTIONS	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
\$27,605,498.25	\$25,377,842.45	91.93%	\$27,145,077.68	(\$460,420.57)	93.49%
\$4,572,442.02	\$3,571,725.47	78.11%	\$4,397,006.25	(\$175,435.77)	81.23%
\$26,217,238.98	\$21,228,609.24	80.97%	\$21,686,435.69	(\$4,530,803.29)	97.89%
\$315,360,461.09	\$309,926,886.61	98.28%	\$311,795,097.01	(\$3,565,364.08)	99.40%
\$373,755,640.34	\$360,105,063.77	96.35%	\$365,023,616.63	(\$8,732,023.71)	98.65%
\$17,981,973.00	\$17,415,551.60	96.85%	\$17,608,319.48	(\$373,653.52)	98.91%
\$190,750.00	\$168,144.66	88.15%	\$190,000.00	(\$750.00)	88.50%

\$21,672,160.18	\$20,331,185.51	93.81%	\$21,317,506.28	(\$354,653.90)	95.37%
\$4,219,965.63	\$3,734,316.44	88.49%	\$4,194,250.20	(\$25,715.43)	89.03%
\$22,966,731.64	\$22,241,681.12	96.84%	\$22,695,410.69	(\$271,320.95)	98.00%
\$308,716,745.40	\$303,547,058.99	98.33%	\$304,099,749.80	(\$4,616,995.60)	99.82%
\$357,575,602.85	\$349,854,242.06	97.84%	\$352,306,916.97	(\$5,268,685.88)	99.30%
\$16,488,685.00	\$16,167,075.56	98.05%	\$16,317,885.34	(\$170,799.66)	99.08%
\$187,000.00	\$177,728.83	95.04%	\$188,750.00	\$1,750.00	94.16%

\$16,180,037.49	\$10,250,821.71	-1.49%	\$12,716,699.66	(\$3,463,337.83)	-0.65%
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\$1,493,288.00	\$1,248,476.04	-1.20%	\$1,290,434.14	(\$202,853.86)	-0.17%
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\$3,750.00	(\$9,584.17)	-6.89%	\$1,250.00	(\$2,500.00)	-5.66%
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CITY OF NORWALK
Joyce Liu
Director/Information
Technology
125 East Avenue Room 203
Norwalk, CT 06851
Office: (203) 854-7714
www.norwalkct.gov
jliu@norwalkct.gov

TO: Finance & Claim Committee
FROM: Joyce Liu, Director of Information Technology
RE: Mobile Data Terminals in Police Department Patrol Vehicles
DATE: August 2nd, 2023

Dear Finance Committee Members,

This purchase request supports IT's ongoing schedule of replacing data terminals in the Police Patrol cars that reach it's warranty period.

Implementing a scheduled mobile device replacement in police cars offers several advantages for the following reasons:

- It ensures that officers have access to up-to-date technology, enabling them to perform their duties more efficiently and effectively.
- Adhering to a fixed schedule reduces the risk of device malfunctions or security vulnerabilities that could arise from using outdated hardware.
- Budgeting for regular replacements allows the police department to allocate funds strategically, avoiding unexpected expenses and maintaining a reliable communication infrastructure in their vehicles.
- A scheduled replacement plan demonstrates a proactive approach towards embracing technological advancements and maintaining a modern and responsive law enforcement system.

By replacing mobile devices on schedules can help prevent device failure and ensure officers have functioning tools in the field. The patrol car terminals are constantly in use, 24 X 7, 365 days per year by officers as their remote offices, for running plates, and typing all accident reports and drawings on screen to the point where lettering on keyboards wears off. Constant use increases maintenance and failure rates after 3rd years. We started a refresh program back in 2010 for 1/3 of the installed Patrol fleet. Because these are rugged devices designed for this type of inhospitable environment, they are more expensive than a traditional laptop for office or home use. In addition, the Police Department has added mobile printers to the patrol cars.

Joyce Liu

Joyce Liu
IT Director



CITY OF NORWALK

Joyce Liu

***Director/Information
Technology***

125 East Avenue Room 203

Norwalk, CT 06851

Office: (203) 854-7714

www.norwalkct.gov

jliu@norwalkct.gov

ACTION REQUESTED:

Authorize the purchasing agent to issue a purchase order to Telrepco, in an amount not to exceed \$53,401.00 for purchase mobile devices, printers, and misc. equipment for Police patrol cars.

Telrepco is on State of CT DAS - NASPO Panasonic Contract -#15PSX0221

Account No. 09241370 5777 C0375



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 8/1/2023

DEPARTMENT: IT

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

Check One:

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

TOTAL COST: \$53,401 MUNIS Account: 09241370-5777-C0375

VENDOR: Telrepco (Foertsch Holdings Inc.)

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
Digitally signed by Sharon Conners Purchasing Agent Name Date: 2023.08.03 13:28:17 -04'00'	X Supports	Digitally signed by Joyce Liu Date: 2023.07.31 14:53:20 -04'00'
	Does Not Support	Department Head Name
Date	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Joyce Liu
		Date 7/31/2023

JUSTIFICATION:

Replacing mobile devices every 3 years can help prevent device failure and ensure officers have functioning tools in the field. The patrol car terminals are constantly in use, 24 X 7, 365 days per year by officers as their remote offices, for running plates, and typing all accident reports and drawings on screen to the point where lettering on keyboards wears off. Constant use increases maintenance and failure rates after 3 years. We started a refresh program back in 2010 for 1/3 of the installed Patrol fleet. Because these are rugged devices designed for this type of inhospitable environment, they are more expensive than a traditional laptop for office or home use. In addition, the Police Department has added mobile printers to the patrol cars.

State Contract # 15PSX0221

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

Foertsch Holdings Inc
101 North Plains Industrial Rd
Bldg 2
Wallingford, CT 06492
(203) 284-5200

EXPIRATION DATE: 9/29/2023

Order Number: 0107679
Order Date: 7/14/2023
Salesperson: 0048/ Roseann Mayo
Salesperson Email: rmayo@telrepco.com
Customer Number: 0007017

Sold To:	Ship To:
Norwalk Police Department Attn: Gabriel Asare One Monroe Street Norwalk, CT 06850	Norwalk Police Department Attn: Gabriel Asare One Monroe Street Norwalk, CT 06850
Confirm To: Gabriel Asare	

Customer P.O.	Ship VIA	F.O.B.	Terms
qty 9 FZ40 solutions	UPS GROUND		Net 30 Days

Item Code	Unit	Ordered		Price	Amount
FZ-40ACAAXKM Whse: 000	EA	9	Win10 Pro (11 DG), Intel Core i5-1145G7 (up to 4.4GHz), vPro, 14.0" FHD Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, Mic and Infrared 5MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat - 3yr standard mfg warranty	3,950.00	35,550.00
CF-SVCLTNF3YR Whse: 000	EA	9	NO FAULT WARRANTY 1,2,3YRS PANASONIC TOUGHBOOK	275.00	2,475.00
DC POWER LPS103 Whse: 000	EA	8	DC Power Adapter for Toughbook 120watt 12-32volt input Lind - Cig Plug Adaptor	145.00	1,160.00
CBLOP-F00101 Whse: 000	EA	8	LIND DC 72-INCH EXT PC TO POWER SUPPLY	25.00	200.00
DS-PAN-1501 Whse: 040	EA	8	Havis Docking Station With Standard Port Replication For Panasonic's TOUGHBOOK 40 Laptop	795.00	6,360.00
ZQ52-BUE0010-00 Whse: 040	EA	8	Zebra ZQ521 Direct Thermal Printer - Monochrome - Desktop - Label/Receipt Print - 39" Print Length - 4.09" Print Width - 5 in/s Mono - 203 dpi - Wireless LAN - Receipt, Label, Black Mark, Gap, RFID Label, Tag, Linerless - 4.45" Label Width 4.45 / 113MM EN/LA FONTS Note: No Battery (for use with battery eliminator or extended battery options). Replaces ZQ52-AUE0010-00	625.00	5,000.00
P1063406-146 Whse: 040	EA	8	PRINTER CABLE USB 3.5M ZEBRA ZQ520 (11.5 Feet)	22.00	176.00

Continued

Foertsch Holdings Inc
101 North Plains Industrial Rd
Bldg 2
Wallingford, CT 06492
(203) 284-5200

EXPIRATION DATE: 9/29/2023

Order Number: 0107679
Order Date: 7/14/2023
Salesperson: 0048/ Roseann Mayo
Salesperson Email: rmayo@telrepco.com
Customer Number: 0007017

Sold To:	Ship To:
Norwalk Police Department Attn: Gabriel Asare One Monroe Street Norwalk, CT 06850	Norwalk Police Department Attn: Gabriel Asare One Monroe Street Norwalk, CT 06850
Confirm To: Gabriel Asare	

Customer P.O.	Ship VIA	F.O.B.	Terms
qty 9 FZ40 solutions	UPS GROUND		Net 30 Days

Item Code	Unit	Ordered		Price	Amount
P1063406-061	EA	8		195.00	1,560.00
Whse: 040			BATTERY ELIMINATOR W/ CRADLE & MOUNT PLATE		
P1050667-142	EA	8		115.00	920.00
Whse: 040			DC POWER ADAPTER - NEW ZEBRA ZQ520 W/HARD WIRE		
Telrepco is on State of CT DAS - NASPO Panasonic Contract -#15PSX0221 The new CT DAS Contracts website: https://portal.ct.gov/DAS/CTSource/ContractBoard Enter contract# 15PSX0221 in serach field.					

				Net Order:	53,401.00
				Freight:	0.00
				Sales Tax:	0.00
				Order Total	53,401.00

ACCEPTED BY & DATE

This Order/ Quote is subject to our durable Terms & Conditions, previously acknowledged by you.

0107679

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

PLEASE PRINT

ORGANIZATION (IF APPLICABLE) Norwalk Hospital Foundation PERSONAL/FAMILY ☐ COMPANY/BUSINESS ☐ NON-PROFIT (501C3) Yes ☒ No ☐

NAME OF BENEFICIARY (IF APPLICABLE) _____ Annual Event: Yes ☒ No ☐ # of years 20

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Susan Kania TITLE: Senior Director

YOUR NAME: Susan Kania TITLE: Senior Director

ADDRESS: 34 Maple Street E-MAIL ADDRESS: Susan.Kania@NorwalkHealth.org

CITY: Norwalk STATE: CT ZIP CODE: 06850

HOME PHONE: _____ BUSINESS PHONE: 203 739 7354 CELL: 203 240 8938

FACILITY REQUESTED: Golf Pasture Beach FACILITY & EVENT INFORMATION # OF PARTICIPANTS: 1250

EVENT: Whittingham Cancer Center Walk: Run DATE REQUESTED: 9/30/23

SET UP TIME: 6 AM START TIME: 7:30 AM ENDTIME: NOON BREAKDOWN TIME: 4 PM

RAIN DATE: _____
(RAIN DATE FOR BEACH RENTALS ONLY)

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

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

SERVING FOOD: YES ☒ NO ☐ ARE YOU USING A FOOD TRUCK? (NOT ALLOWED AT BEACH) YES ☐ NO ☒ NAME: _____

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

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES ☐ NO ☒
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES ☐ NO ☒
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES ☐ NO ☒
WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES? YES ☐ NO ☒

BEACH PERMITS ONLY:

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

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

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

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☐ NO ☒

If yes, name of person(s) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency

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

APPLICANT'S SIGNATURE: Susan Kania DATE: 7/13/23

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: 8/9 YES ☐ NO ☐ N/A ☐
COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: 8/9 YES ☐ NO ☐ N/A ☐

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

PLEASE PRINT
ORGANIZATION (IF APPLICABLE) ALZHEIMER'S ASSOCIATION CONNECTICUT CHAPTER PERSONAL/FAMILY COMPANY/BUSINESS NON-PROFIT (501C3) Yes ☒ No
NAME OF BENEFICIARY (IF APPLICABLE) ALZHEIMER'S ASSOCIATION CONNECTICUT CHAPTER Annual Event: Yes ☒ No # of years 30
NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT VIRGINIA HANBRIDGE TITLE EXECUTIVE DIRECTOR
YOUR NAME CHERYL PODOB TITLE DEVELOPMENT MANAGER, FAIRFIELD COUNTY
ADDRESS 200 BOSSMAN EXECUTIVE BLVD, SUITE 4B E-MAIL ADDRESS CSPDOB@ALZ.ORG
CITY SOUTHINGTON STATE CT ZIP CODE 06489
HOME PHONE BUSINESS PHONE 203-807-5839 CELL 203-521-8218

FACILITY & EVENT INFORMATION
FACILITY REQUESTED CALF PASTURE BEACH # OF PARTICIPANTS APPROX 2400 (TBD)
EVENT WALK TO END ALZHEIMER'S DATE REQUESTED OCT 8, 2023
SET UP TIME 5:30 AM START TIME 8AM END TIME 12PM BREAKDOWN TIME 1PM RAIN DATE (RAIN DATE FOR BEACH RENTALS ONLY)
ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☐ NO ☒
(PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED AT CITY PARK PROPERTY, INCLUDING CRANBURY PARK)
SERVING FOOD YES ☒ NO ☐ ARE YOU USING A FOOD TRUCK? (NOT ALLOWED AT BEACH) YES ☒ NO ☐ NAME

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

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES ☒ NO ☐
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES ☒ NO ☐
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES ☐ NO ☒
WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES? YES ☒ NO ☐

BEACH PERMITS ONLY:

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES ☐ NO ☒
WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including splash pad) at the Beach YES ☐ NO ☒
IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR AND ADHERED TO
IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☐ NO ☒
If yes, name of person(s) Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency

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

APPLICANT'S SIGNATURE Cheryl Sg Podob DATE 7/20/2023

OFFICE USE ONLY

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

Services Proposed For: Sybertech Waste Reduction Ltd

City of Norwalk
125 East Ave
Norwalk CT, 06851

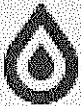
Internal RO#:RO_18434

Driver for Corrective Action

 Attention Needed

 Action Needed

 Action Required



Compliance / Function/ Installation; Per Client Requests to install 48 Millennium In-ground Trash Cans & Recycling Containers within the City of Norwalk

Summary of Issues

This proposal results from a client wanting to install Millennium In-ground Trash Cans & Recycling Containers within the City of Norwalk. AQUALIS suggests the use of HydroExcavation to ensure proper installation of the containers.

Root Cause

Installation of Trash & Recycling Containers

Scope of Work

AQUALIS shall provide the Services and Deliverable(s) as follows:

- Mobilize all equipment and labor to the site.
- Install necessary BMPs, barricades, and signage as needed
- HydroExcavation
- Perform all underground service locations checks before excavating for Installation
 - Ensure no overhead obstructions for safe emptying
- Excavate hole 3-6 inches deeper than required depth and minimum width as per guide below. Unit should be set on 3-6" minimum level bed of pea gravel or equivalent.
 - If pea gravel or equivalent is not available, sand may be used but must be levelled and well packed
- Prior to placement of container into the hole, remove all sharp objects and rocks to prevent damage to the container.
 - Millennium 3000 and 4000 bases set @ 60" below finish grade. Minimum dia. 40" wide *
 - Millennium 2000 base set @ 24" below finish grade. Minimum hole dia. 40" wide *
 - Millennium 1000 base set @19" below finish grade. Minimum hole dia. 26" wide *
- * Preferred backfilling material is 1/8 to 3/8 pea gravel (or equivalent aggregate fill). Do not use heavy clay or rocky material.
- * In high water table areas, contact Sybertech Waste Reduction Ltd. for instructions.
- * When installing multiple units' side by side, allow 24" space between the two units.
- * When installing steel skirt option, it is advisable to pour cement pad or supply solid footing for secure anchoring of skirt. It is crucial that 33" of the tank must be above finish grade for proper lock access. We strongly advise expansion material between concrete and unit.
- Place container into hole
- Install center braces
- Backfill evenly to ensure the container stay in a round symmetrical shape
- Install lifting harness by placing strap hook through drilled holes

- Install Bag Liner
- Perform general site cleanup
- Demobilize
- Dispose of waste at an appropriate offsite facility

Special Project Notes

- *This proposal is valid for 30 days
- Assumes that all HydroExcavation is to occur over suitable soil
- Excludes Permitting & Engineering
- Excludes Traffic Control
- Includes up to 2 tons of disposal per day
- Total cost includes a single mobilization cost

Total Cost of 1 Unit: \$2,598.43

Total Cost of 48 Units: \$71,181.10

This Work Order is issued pursuant to that certain Master Services Agreement, by and between New Restoration and Recovery Services, LLC d/b/a AQUALIS and the Client, dated 6/22/2023 (the "Agreement"). Capitalized terms used and not defined in this Work Order shall have the meaning set forth in the Agreement.

This scope of work is confidential to AQUALIS, Sybertech Waste Reduction Ltd and their respective representatives. Without the prior written consent of AQUALIS, Sybertech Waste Reduction Ltd shall not, and shall not permit any of its representatives to, disclose to any person: (a) the existence or contents of this scope of work; (b) the fact that investigations, discussions, or negotiations are taking or have taken place concerning a transaction by AQUALIS and Sybertech Waste Reduction Ltd, including the status thereof; or (c) any terms, conditions, or other matters relating to this scope of work.

Signed _____
Sybertech Waste Reduction Ltd authorized signature

Date _____

Signed Joseph D'Amelio
AQUALIS authorized signature

Date 6/22/2023



Millennium Series In-ground Trash Can Receiving, Handling, and Installation Instructions

Receiving

It is always best practise when your order arrives to completely unwrap and inspect for any shipping issues; this must be noted on carrier documents before signing for delivery.

*Note: While unpacking, it is a good time to find and identify all parts shipped with unit for trouble free installation. Inside the lid will be the lifting platform with strap assembly, a single bag for use after installation and a set of installation instructions See Fig 1. On keyed lock units you will also find any keys ordered in a pouch adhered beside a lock bracket in Can /Lid marked number 1 as in Fig 2

Fig. 1

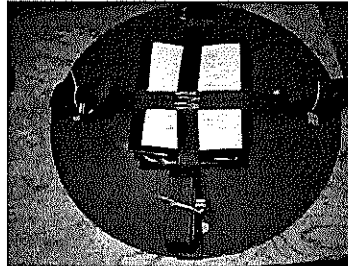


Fig. 2



Storage after arrival

If storing outside until installation, install the lid correctly. This will keep the unit from filling with water or snow until ready for installation and keep all components inside dry. Units must be stored standing upright to ensure that units stay symmetrical for trouble free installation and proper function of units.

Important! Read completely before installation

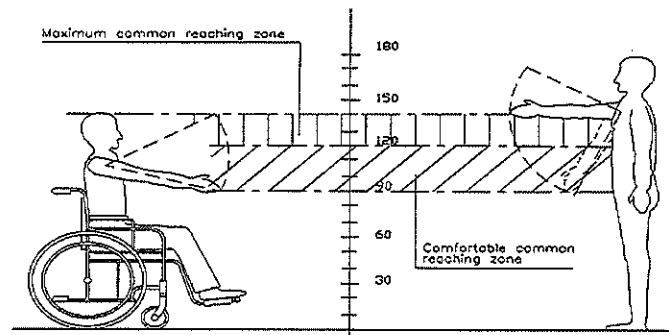
1. Perform all under ground service locations checks (power, sewer, water, gas) before excavating for installation, if needed. Ensure no overhead obstructions for safe emptying. (Branches, power lines, building overhangs etc.)
2. Excavate hole 3-6 inches deeper than required depth and minimum width as per guide below. Unit should be set on 3-6" minimum level bed of pea gravel or equivalent. (If pea gravel or equivalent is not available, sand may be used but must be levelled and well packed.)

Prior to placement of container into the hole, remove all sharp objects and rocks to prevent damage to the container.

- o Millennium 3000 and 4000 bases set @ 60" below finish grade. Minimum dia. 40" wide *
- o Millennium 2000 base set @ 24" below finish grade. Minimum hole dia. 40" wide *
- o Millennium 1000 base set @ 19" below finish grade. Minimum hole dia. 26" wide *

Fig. 3

Door opening height user comfort zone chart

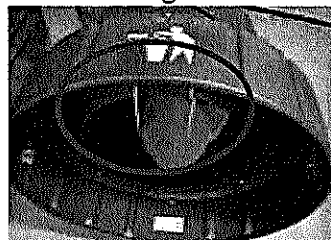


***Important Special Considerations**

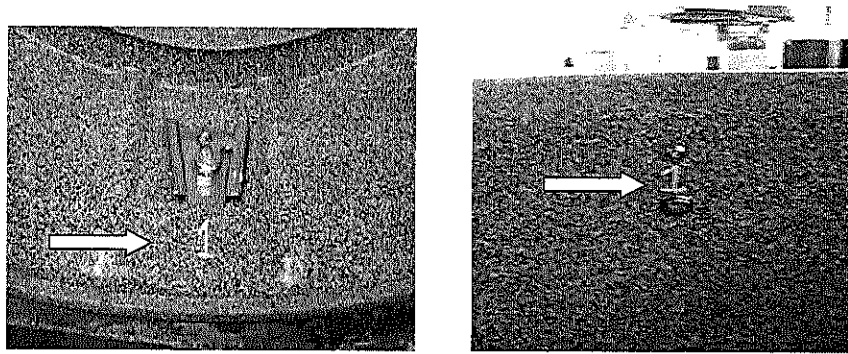
- * Preferred backfilling material is 1/8 to 3/8 pea gravel (or equivalent aggregate fill). Do not use heavy clay or rocky material.
- * In high water table areas, contact Sybertech Waste Reduction Ltd. for instructions.
- * When installing multiple units' side by side, allow 24" space between the two units.
- * When installing steel skirt option, it is advisable to pour cement pad or supply solid footing for secure anchoring of skirt. It is crucial that 33" of the tank must be above finish grade for proper lock access. We strongly advise expansion material between concrete and unit.

Prepare lid for installation by cutting the plastic zip ties holding the lid opening closed during shipping on all models. See Fig. 4 below:

Fig. 4



3. Place container into hole, making sure it is rotated for proper desired lid opening direction. Units with keyed locking system LIDS AND TANKS MUST be matched and installed correctly for proper lock function and opening direction. The tanks and lids are NUMERED SEQUENTIALLY WITH A YELLOW OR WHITE PAINT PEN. IE; LID 1 TANK 1, LID 2 TANK 2, ETC. SEE PICTURES FOR LOCATIONS FOR NUMBERING THE PARTS This also matches lid lock bracket and tank bracket for lock alignment from test fitting at factory and determines direction of lid opening.



4. Before beginning backfill we recommend constructing installation brace Figure B shows an easy to build brace to hold containers symmetrical shape during back filling process. Wedge inside can at ground level make sure to have rope tied to brace for ease of removal. Brace boards are two pieces of 2x4 29-1/4" long. **Important: the container must stay in round symmetrical shape to ensure easy removal of bag and good seal on lid to prevent odour. Make sure to check for plumb regularly throughout the back fill process.**
5. After installing center brace (see figure B below), begin back filling carefully and evenly, avoiding too much fill and weight on one side to prevent container from distorting from round to oval shape. Note if container has gone oval due to being laid on side during storage or shipping, follow one of the following: A) Stand upright in sunny/warm, location container will go back to shape. B) Back filling more material and weight on two appropriate sides as shown in figure A will bring the container walls back into round. C)

Figure A

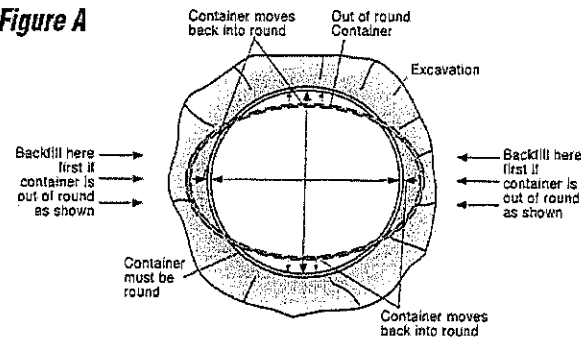
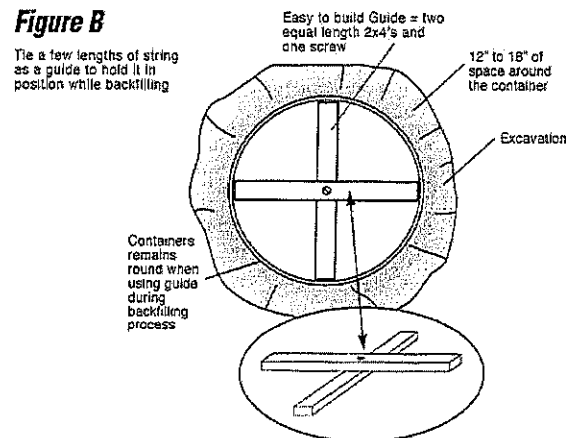


Figure B



6. After backfill process is complete, install lifting harness by placing strap hook through drilled holes (see figure A) in tank side (not over top edge as in figure B).

Hooks installed correctly should look like figure C



Fig A



Fig B



Fig C



7. Next, install the bag liner (See pictures below for the proper way to secure the bag over the locking bracket to ensure correct locking functionality), set lid on and lock down.



Call 1-888-888-7975 for further information or questions



SYBERTECH
Waste Reduction Ltd.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "**Agreement**") is effective as of June 22, 2023 (the "**Effective Date**"), by and between New Restoration and Recovery Services, LLC d/b/a AQUALIS and Sybertech Waste Reduction Ltd (the "**Client**").

1. **WORK.** AQUALIS shall perform certain Work for Client (the "**Work**") as set forth in one or more work orders or proposals in the form of the Proposals hereto (each a "**Work Order**"). All Work Orders issued under this Agreement and all Work performed pursuant to Work Orders shall be subject to the terms of this Agreement and any conflict in terms shall be resolved in favor of the Work Order. Client may, upon written agreement by AQUALIS, request AQUALIS to make changes in the scope of the Work, provided that if any requested changes cause an increase in the cost or time required for the performance and delivery, Client shall execute an agreement, in form and substance satisfactory to AQUALIS, providing for an equitable adjustment in the compensation payable for the Work and the time for its performance and delivery. This includes additional costs as related to unforeseen permits, fees and changes in required coverages.
2. **ACCESS AND AUTHORIZATION.** Client shall provide AQUALIS with all necessary access to the area(s) in which the Work is to be performed. Unless otherwise specified, Client warrants that it has obtained (or will obtain prior to performance of the Work) all necessary permits, licenses, consents and authorizations required in connection with the performance of the Work. Delays related to Client's change in schedule or delays in obtaining access to the property or required documentation, authorizations or permits, in each case, may result in additional fees.
3. **STANDARDS; WARRANTY.** AQUALIS will perform the Work in a competent, professional manner in accordance with the customary standards of performance of the industry. Unless otherwise specified in the applicable Work Order, AQUALIS warrants that the Work will be free from material defects in parts and workmanship for a period of one (1) year from the date of completion of the Work. AQUALIS does not represent or warrant to Client that the Work performed and/or reports delivered hereunder will achieve any results for Client, other than as expressly set forth in this section or in the Work Order and AQUALIS hereby disclaims all other warranties, express or implied. Client agrees to defend, indemnify and hold AQUALIS harmless from and against any and all damages, delays, costs, injuries or death associated with any subterranean structures or utilities that were not called to the attention of AQUALIS and correctly shown on the plans furnished to AQUALIS.
4. **TERM; TERMINATION.** This Agreement will become effective on the Effective Date and will continue until terminated in accordance with this Agreement. Either party may, at any time, terminate any Work Order or this Agreement, in whole or in part, for any reason or no reason at all, upon thirty (30) calendar days' prior written notice to the other party. Termination of this Agreement in its entirety will, automatically and without further notice, be deemed a termination of all outstanding Work Orders unless otherwise specifically stated in the applicable termination notice. Subject to the terms of this Agreement. Each party shall also have the right to terminate this Agreement or any Work Order, or any portion thereof effective immediately upon delivery of a termination notice (or at such future date as may be set forth in such termination notice), if the other: (i) materially violates any of the terms or provisions of this Agreement and such violation, if of a type that can be cured, is not cured within fourteen (14) business days of written notice of such violation, or (ii) becomes insolvent or declares bankruptcy, or the terminating party reasonably believes the non-terminating party is reasonably likely to become insolvent, declare bankruptcy, or be subject to any other similar proceedings or otherwise fail to timely pay any amounts owed in accordance with the terms of this Agreement or the applicable Work Order.
5. **PAYMENT.** Payment for the Work shall be made by Client in accordance with and at the times set forth in the applicable Work Order. Unless otherwise stated on applicable work order, payment terms shall be 15 days for preventative maintenance and inspection work or 30 days for repair, vac, hydro-excavation and CCTV work, from date of service. The provisions of this Section 5 and the payment provisions of the applicable Work Order(s) shall survive any expiration or termination of this Agreement.
6. **INDEMNIFICATION.** To the fullest extent allowed by law, Client shall defend, indemnify, and hold harmless AQUALIS and its affiliates, and its and their respective officers, directors, managers, agents, employees, consultants, independent contractors, advisers, partners, joint ventures, representatives, successors and permitted assigns (collectively, the "**Indemnified Parties**"), from and against any and all liabilities, damages, judgments, obligations, claims, demands, losses, causes of action, settlements, deficiencies, assessments, awards, expenses, fines, costs, and penalties, including, without limitation, court costs and attorneys' fees, consultants' fees, and other fees and disbursements incident thereto of any nature whatsoever (whether based on tort, breach of contract, product liability, patent, copyright, or other proprietary rights infringement, or otherwise) (collectively "**Losses**"), arising directly or indirectly from or out of: (i) any act or omission of Client and/or its affiliates and its and their respective officers, directors, managers, agents, employees, consultants, independent contractors, advisers, partners, joint ventures, representatives, successors and permitted assigns (each a "**Client Party**", and collectively the "**Client Parties**"); (ii) any failure of any Client Party to obtain any necessary permits licenses, consents or authorizations to be obtained by Client in accordance with this Agreement; or (iii) any other failure of Client or any other Client Party to comply with the terms of this Agreement (including any Work Order).
7. **LIMITATION OF DAMAGES.** Except as set forth in Section 2 and Section 3, in no event shall either party be liable to the other in contract or tort, including negligence and strict liability, for consequential, incidental, punitive, indirect, or special damages of any kind or character, including, without limitation, any delay damages, lost opportunity damages or lost revenues/profits, incurred by Client or its affiliates, customers, agents, or employees in connection with this Agreement. In no event shall AQUALIS be liable to any person for damages in excess of the aggregate amount paid by Client to AQUALIS under the applicable Work Order.
8. **INDEPENDENT CONTRACTOR** It is understood and agreed that AQUALIS is acting as an independent contractor in the performance of the Work. Nothing herein contained shall be deemed to create an employment, agency, partner, or joint venture relationship between AQUALIS and Client.
9. **NON-SOLICITATION OF EMPLOYEES.** During the term of this Agreement, and for a period of two (2) years thereafter, Client shall not, directly or indirectly, for the Client's own benefit or for the benefit of others, solicit for hire as an employee, consultant or otherwise any of personnel of AQUALIS who have performed services under this Agreement, without the express written consent of AQUALIS.

10. **CONFIDENTIAL INFORMATION.** Client agrees to keep the specific terms and conditions of this Agreement confidential and not to disclose such information to any other person or entity and such terms and conditions of this Agreement shall be included in the term "Confidential Information" (defined below). Client may, during the course of Client's engagement hereunder, have access to, and acquire knowledge of or from, materials, data, strategies, systems, or other information relating to AQUALIS, or its parents, related, affiliated or subsidiary companies, which may not be accessible or known to the general public (the "*Confidential Information*"). Any such knowledge acquired by Client shall be kept confidential and shall not be used, published, or divulged by Client to any other person, firm, or entity, or in any advertising or promotion regarding Client or the Work, or in any other manner or connection whatsoever, without first having obtained the prior written permission of AQUALIS, which permission AQUALIS may withhold in its sole discretion. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

11. **NOTICES.** All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) upon confirmation of facsimile or delivery of e-mail, (ii) one (1) business day following the date sent when sent by overnight delivery and (iii) five (5) business days following the date mailed when mailed by registered or certified mail return receipt requested and postage prepaid at the following address:

If to AQUALIS:

New Restoration and Recovery Services, LLC

d/b/a AQUALIS

2510 Meridian Parkway

Durham, NC 27713

Attention: Richard Matero, Chief Executive Officer

Email: rmatero@aqualisco.com

If to the Client, to the address set forth on the signature page hereto.

Either party may change its respective address for notice by providing the other party with written notice of such change in accordance with this Section 11.

12. **ASSIGNMENT; AMENDMENT; BENEFIT; BINDING EFFECT.** Except as provided in this paragraph, neither party shall assign this Agreement, any Work Order, or any interest in them without the other party's prior written consent, which will not be unreasonably withheld or delayed; provided, however, that AQUALIS, in its sole discretion and without Client's consent, may assign this Agreement or Work Order to a subsidiary, affiliate or lender. This Agreement (including all Work Orders) shall inure to the benefit of, and be binding upon, the parties to this Agreement and their respective successors and permitted assigns. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly signed by both parties.

13. **GOVERNING LAW.** This Agreement and the rights and obligations of the parties shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of North Carolina (without giving effect to its choice of law or conflict of laws principles).

14. **WAIVER OF JURY TRIAL.** Client and AQUALIS irrevocably waive their respective rights to trial by jury on any action, proceeding, or counterclaim, whether at law or in equity, brought by either Client or AQUALIS.

15. **SURVIVAL OF PROVISIONS.** The expiration or termination of this Agreement or any Work Order shall not affect the provisions, and the rights and obligations set forth therein, which either (i) by their terms state or evidence the intent of the parties that the provisions survive the expiration or termination, or (ii) must survive to give effect to the provisions.

16. **COUNTERPARTS.** This Agreement and any Work Orders may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. This Agreement and any Work Orders may be executed by one or more parties using an electronic signature, which the parties agree shall be binding for all purposes and shall constitute an original signature.

17. **NON-WAIVER.** If either party fails to give notice or enforce any right under this Agreement, or any Work Order, the failure shall not constitute a waiver of the right, unless the parties reduce the waiver to writing and the waiving party signs the writing. If a party waives its right in writing, the waiver shall not constitute a waiver of any other right or of a subsequent violation of the same right.

18. **EXCUSE OF PERFORMANCE.** No liability for breach of this Agreement will result from a reasonable delay in performance or nonperformance caused by circumstances beyond the reasonable control of the party failing to perform or whose performance is delayed including, but not limited to, war, governmental regulations or control, insurrection, pandemics, riot, fire, explosion, flood, sabotage, inability to obtain any material or Work, acts of God, or any other cause beyond the reasonable control of the party failing to perform or whose performance is delayed.

19. **AUTHORITY: NO THIRD PARTY BENEFICIARIES.** The parties each represent that the individuals executing this Agreement have the authority to bind the entities on behalf of which they sign. The rights and remedies of each party are cumulative and not exclusive of any rights and remedies which that party would otherwise have at law or in equity. No third party beneficiaries are created by this Agreement or Work Order, except for the Indemnified Parties. To the extent allowed by law; if any provision of this Agreement or Work Order is determined by law to be unenforceable, the remainder may be enforced.

20. **ENTIRE AGREEMENT.** This Agreement (including all Work Orders) contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement (including all Work Orders) alone sets forth the terms on which the parties have mutually agreed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

NEW RESTORATION AND RECOVERY SERVICES, LLC
D/B/A AQUALIS

By: _____
Name: Richard Matero
Title: Chief Executive Officer

CLIENT
Sybertech Waste Reduction Ltd

By: _____
Name:
Title:

Client Address for Notices:



PO Box 3009 - 33191 First Ave
Mission, BC V2V 1G0
Canada

Phone #: 1-888-888-7975
Fax #: 1-866-488-4120
Web Site: www.swrl.com
GST/HST No.: 137702809

Quotation To:

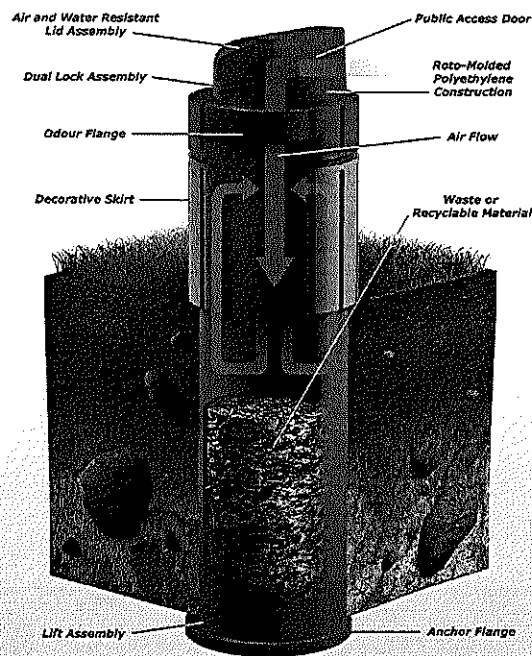
Norwalk CT, City of
125 East Ave.
Norwalk, CT 06851-7806
USA

Ship To:

Norwalk CT, City of
125 East Ave.
Norwalk, CT 06851-7806
USA
ATTN: Robert S. - (203) 854-7806

Millennium Series

In Ground Trash, Recycling & Bear Resistant Trash Containers



Quote No.	Rep	Date	THIS QUOTE IS VALID FOR 30 DAYS				Terms
E24731	RM	7/25/2023					Net 15
Item	Description		Qty	U/M	Price	Total	Tax
3001-SC New	Millennium 3000 Assembly Solid Color 32 " Diameter x 108 " high and Lifting Platform - Rib Lid **Original Locks** **Volume Lot Pricing used		48	ea	1,112.98	53,423.04	E
Black	Black Colour Option		48		0.00	0.00	E
3601	Millennium 2000 & 3000 - 9" Round Opening Option with pitch in decal		48	ea	0.00	0.00	E
5019	Millennium 2000 & 3000 - Stainless T handle		48	ea	48.30	2,318.40	E
5505	Tamper Rod- Millennium In Ground Trash Can Tamper Bar 72" long with 12" foot disc		2	ea	198.00	396.00	E
5503B	Millennium 3000 Bags-30 Bags/roll - 47.5 x 118		5	30 Sheet...	286.20	1,431.00	E
Freight&Del	Freight & Delivery - All Sybertech Shipping Quotes are Quoted: FOB Origin of Shipment Q69531 MILL 3000 TRASH CANS W/LIDS 48 QTY - 7,968 LB - L: 36.00IN x W:36.00 IN x H: 104.00 IN				9,425.00	9,425.00	E
Any questions please call Sybertech Toll Free:1-888-888-7975				Subtotal USD 66,993.44			
				Sales Tax Total USD 0.00			
				Total USD 66,993.44			



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 7/31/2023

DEPARTMENT: Rec and Parks

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

Check One:

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

TOTAL COST: ~~\$188,152.00~~ 192,291.50 MUNIS Account: 09216030 5777 C0366

VENDOR: Kompan

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Digitally signed by Sharon Purchasing Agent Sharon Conners Date: 2023.08.02 09:15:29 -04'00'	X	Supports	 Department Head Name Robert Stowers Date 7/31/2023
		Does Not Support	
			Single Source Requires Common Council Authorization (in excess of \$20,000.00)?

JUSTIFICATION:

This pricing is off the OMNIA Partners contract. Kompan was chosen as the supplier/installer due to the nature theme of their equipment which will fit with the surroundings of Cranbury Park.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 8/1/2023

DEPARTMENT: Rec and Parks

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

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

TOTAL COST: \$192,206.20 MUNIS Account: 09236030 5796 C0832

VENDOR: Freightliner of Hartford

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Sharon Connors Digitally signed by Sharon Connors Date: 2023.08.01 15:14:05 -04'00' Date	☒	Supports	 Department Head Name Robert Stowers Date 8/1/2023
	☐	Does Not Support	
		☐	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?

JUSTIFICATION:

The Norwalk Parks Department recently awarded a bid for in ground garbage cans and installation. This is the vehicle needed to empty these specialized cans. The pricing is off State of Connecticut DAS contract # 14PSX0239.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



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

1 \$ 2
VII.D

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT
COMMITTEE

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

RE: BEN FRANKLIN – BOILER REPLACEMENT

DATE: AUGUST 28, 2023

The Office of Building Management installed three (3) Aerco condensing hot water heating boilers at Ben Franklin Center in May/June of 2008. Traditional boilers operate at an efficiency of approximately 85%. Condensing boilers are designed to operate at approximately 95% efficiency.

Over the past 15 years we have experienced failure of the heat exchangers on boiler #2 and #3. The heat exchangers were replaced under the manufacturer warranty in 2017 with approximately 30 percent of the total cost being paid by the City of Norwalk. These boilers were part of the first generation of condensing boilers and the new boilers manufactured today have improved both in their energy performance and an extended life cycle.

Aerco is one of the top manufacturers of condensing boilers. We replaced one boiler in Fall of 2022 to ensure uninterrupted heat services to the building. G.A. Fleet is the authorized representative for Aerco boilers in our area. As part of the 2023-2024 Capital Budget, funds were allocated to replace the remaining two boilers to match the existing boiler and control equipment. As the manufacture distributor, G.A. Fleet has provided a quote for the direct purchase of two new boilers in the amount of \$77,630.00 (see attached sole source documentation) which will save the City mark-up costs since we are purchasing these boilers directly without going through a mechanical contractor.

Concurrently, the Purchasing Department advertised the installation of these boilers for bids from mechanical contractors. We received two bids last week as below:

Universal Building Services	\$55,643.00
Southport Contracting, Inc.	\$149,000.00

Universal Building Services was the contractor who successfully completed last year's installation and Building Management is recommending them as the lowest responsible bidder.

ACTION REQUESTED:

- 1a. Authorize the Purchasing Agent to issue a purchase order to G.A. Fleet Associates, Inc. for the purchase of two new condensing boilers for Ben Franklin Center for a total not to exceed \$77,630.00. Funds are available from account # 09247100 5777 C0295.**
- 1b. Authorize the Office of Building Management to issue increases to the Purchase Order for a total not exceed \$3,800.00 Acct. #09247100 5777 C0295**
- 2a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Universal Building Services, LLC to provide labor to install two boilers at the Ben Franklin Center for a total not to exceed \$58,643.00 Acct # 09247100 5777 C0295**
- 2b. Authorize the Office of Building Management to issue Change Orders on Contract for a total not to exceed \$5,564.00. Acct # 09247100 5777 C0295**



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 7/19/23

DEPARTMENT: Building Management

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

Check One:

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

TOTAL COST: \$77,630.00 MUNIS Account: C0295

VENDOR: G.A. Fleet

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Sharon Conners Digitally signed by Sharon Conners Date: 2023.07.24 09:36:15 -04'00'	X	Supports	 Department Head Name Date: <u>7/20/23</u>
		Does Not Support	
Date	X	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	

JUSTIFICATION:

The Office of Building Management installed three (3) Aerco condensing hot water heating boilers at Ben Franklin Center in May/June of 2008. Over the past 15 years we have experienced failure of the heat exchangers on boiler #2 and #3. The heat exchangers were replaced under the manufacturer warranty with approximately 30 percent of the total cost being paid by the City of Norwalk. Boiler #2 was replaced in the Fall of 2023 under an emergency request. *→ a few years ago*

These boilers were part of the first generation of condenser boilers and the new ones manufactured today have improved both in their energy performance and extended life cycle. G.A. Fleet is the authorized representative for Aerco boilers in our area and they recommend the replacement of two boilers. *→ the remaining -*

Note: The lead time for the boiler is 2 weeks versus the heat exchanged which is 4 to 6 weeks.

Replace Boilers #1 and #3 – \$77,630.00 (see attached documentation)

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

G.A. Fleet Associates, Inc.
 6 International Drive, Suite 210
 Rye Brook, NY 10573
 T 914-835-4000 F 914-835-1331



www.gafleet.com

PROJECT: Ben Franklin Boiler Project
LOCATION: Norwalk CT
ENGINEER: Inovative Design Solutions, LLC
DATE: 6/20/2023
REVISION: New
QUOTE NO.: 23-06-14300
QUOTE BASIS: Per Plans Only - No Specs Provided
PLAN/SPEC/DWG ID & DATE: 6/20/23 - Review

AERCO Gas-Fired Boiler System for Building Heat

<u>Qty</u>	<u>Tag</u>	<u>Catalog No.</u>	<u>Description</u>
AERCO Benchmark (BMK) Condensing Boilers:			
1		BMK1000	1000 MBH Input, UL Listed Hot Water Boilers, 96.8% AHRI Thermal Efficiency; 160 PSIG Max. Working Pressure; 439 Stainless Steel Combustion Chamber and Tubes; Variable Speed Combustion Air Fan; Internal Motorized Combustion Air Damper with Electrical Interlocks; Integrated O2 Sensing and Display; Low Water Cutoff, Manual Reset High Limit; Integrated Edge (ii) control system incorporating combustion and burner management, temperature and modulation control and on board sequencing for multiple boilers. The Edge (ii) provides native BACnet integration to BMS systems and can sequence up to 16 boilers. Additional features include Aerco onAER remote monitoring, O2 Trim, Assisted Combustion Calibration, Performance Trending, Event History, Auto Manager Transfer, Delta T limiting, Bluetooth integration with Aerco Mobile App; Single Power Connection Point (120/1/60 20A), 3-Wire (Power, Neutral, Ground); +Boiler Efficiency - Dual Return Inlets to separate low temperature returns, maximizing boiler efficiency by eliminating mixing of high and low return water streams. +Extended Warranty – 15 year pressure vessel warranty against condensate corrosion, Thermal stress failure and mechanical defects or workmanship. +Extended Warranty – 3 years on Aerco Labelled controls +Extended Warranty – 5 years on burner against failure +Extended Warranty – 2 years on all other components (excluding consumables)
1		ASME Relief Valve	75 PSIG
1		FM Gas Train (Standard)	20:1 Modulating UL/FM Approved 4" to 14" W.C. Ventless Gas Train Natural Gas; Low-NOx <20PPM;



G.A. Fleet Associates, Inc.
6 International Drive
Rye Brook, NY 10573

Re: Job No.
Client:
Project:
Proposal:

PROPOSAL ADDENDUM — GENERAL TERMS AND CONDITIONS

1. **Terms and Conditions Become Addendum to Agreement.** These General Terms and Conditions accompany the Proposal of G.A. Fleet Associates, Inc. (the "Supplier") to the Purchaser identified above (the "Purchaser"). These General Terms and Conditions, unless otherwise addressed by Purchaser and Supplier in writing in the Purchase Order or other agreement based upon this Proposal, will become attached to and made a part of the Purchase Order issued by the Purchaser to Supplier as an Addendum to the Purchase Order (the "Addendum"). The terms in this Addendum supersede anything to the contrary contained in the Purchase Order and any prior understandings, agreements, or representations by, between or among the parties, written or oral, to the extent they relate in any way to the subject matter of the Purchase Order and this Addendum. All references to the Purchase Order (both in the form of the Agreement and this Addendum) include this Addendum.
2. **Addendum Terms Control.** Any conflict between the terms included in this Addendum and the Purchase Order are to be resolved in favor of this Addendum.
3. **Payment Terms.** The following payment terms are applicable to all Purchase Orders:
 - 2%10, N30 Days from date of shipment of the equipment identified in the Purchase Order.
 - 2%10 discount and overdue balances are not eligible for payment by credit card.
 - Any "pay when paid" or similar conditions of payment included in the Purchase Order are not applicable to Supplier, and any such provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier
4. **Progressive Payments Required.** All Purchase Orders in excess of \$1,000,000.00 require progress payments from the Purchaser. The progress payments are to be as follows: 1/3rd of the Purchase Price upon release to manufacture, 1/3rd of the Purchase Price prior to shipment, and the balance of the Purchase Price in N30 Days.
5. **No Credit Provided by Supplier.** Nothing in the Proposal, the Purchase Order or this Addendum is to be construed as Supplier providing or extending Credit to Purchaser. Any Credit terms provided to Purchaser are at the sole discretion of Supplier.
6. **No Retainage.** Payments due to Supplier under the Purchase order and this Addendum are not subject to any form of retainage; and such payments will be made promptly when due.
7. **Overdue Balances.** In the event Purchaser has any overdue payment balances due, Supplier reserves the right to withhold from Purchaser ordered equipment, services and documentation.
8. **Supplier Does Not Provide Warranties.** Supplier does not provide warranties for the equipment delivered to Purchaser. The standard equipment manufacturer's warranties are the sole warranties available to the Purchaser. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, FLEET MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHER REASON, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Except for the warranty expressly set forth in this Paragraph, the Purchaser acknowledges and agrees that it has relied on no other representations or warranties and that no other representations or warranties have formed the basis of its bargain hereunder.
9. **"Time of Essence" Provisions Not Applicable.** Any "time of the essence" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
10. **Liquidated Damages Provisions Not Applicable.** Any "Liquidated Damages" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
11. **Limitation of Liability.** Other than the Purchaser's obligation to make payments that are due and owing under the Agreement, a party's entire and collective liability arising out of or relating to this Agreement, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise, shall in no event exceed the amounts paid to Supplier under this Agreement. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.**
12. **Indemnification Limited to Direct Cause.** Supplier agrees to defend, indemnify and hold Purchaser harmless against all costs, expenses and losses incurred through claims based upon the direct actions of Supplier. Any "indemnification" provision included in the Purchase Order that requires any expansion of the indemnification offered in the previous sentence is hereby deleted and is of no force or effect with respect to the Supplier.
13. **Third Party Contracts Not Applicable.** Supplier is not bound by any third party contract or other form of agreement of any type referred to or included in the Purchase Order. Any third party contract included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier
14. **Entire Agreement.** Unless the parties enter into a separate agreement in writing, these General Terms and Conditions and the Proposal (collectively, the "Agreement") constitute the entire agreement between the Purchaser and the Supplier regarding the project described in the Proposal. If Supplier has commenced work in connection with the matters described in the Proposal to which these General Terms and Conditions are attached; all provisions in this Agreement for the benefit or protection of either party shall apply to such activities. There are no prior or contemporaneous, oral or written, representations, understandings or agreements that are not fully expressed in this Agreement. No amendment, change order, waiver or discharge shall be valid unless it is in writing and signed by an authorized representative of the party against whom such amendment, change order, waiver or discharge is sought to be enforced. In the event of a conflict between these General Terms and Conditions and the Proposal to which they may be attached, these General Terms and Conditions shall control.
15. **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws provisions thereof.
16. **Insurance.** Supplier possesses appropriate insurance for the equipment and services provided. Costs for excessive coverage, endorsements, or limits will be passed on to Purchaser as necessary

Qty	Tag	Catalog No.	Description
1		BMK1500	1500 MBH Input, UL Listed Hot Water Boilers, 95.4% AHRI Thermal Efficiency; 160 PSIG Max.Working Pressure; 439 Stainless Steel Combustion Chamber and Tubes; Variable Speed Combustion Air Fan; Internal Motorized Combustion Air Damper with Electrical Interlocks; Integrated O2 Sensing and Display; Low Water Cutoff, Manual Reset High Limit; Integrated Edge (ii) control system incorporating combustion and burner management, temperature and modulation control and on board sequencing for multiple boilers. The Edge (ii) provides native BACnet integration to BMS systems and can sequence up to 16 boilers. Additional features include Aerco onAER remote monitoring, O2 Trim, Assisted Combustion Calibration, Performance Trending, Event History, Auto Manager Transfer, Delta T limiting, Bluetooth integration with Aerco Mobile App; Single Power Connection Point (120/1/60 20A), 3-Wire (Power, Neutral, Ground); +Boiler Efficiency - Dual Return Inlets to separate low temperature returns, maximizing boiler efficiency by eliminating mixing of high and low return water streams. +Extended Warranty – 15 year pressure vessel warranty against condensate corrosion, Thermal stress failure and mechanical defects or workmanship. +Extended Warranty – 3 years on Aerco Labelled controls +Extended Warranty – 5 years on burner against failure +Extended Warranty – 2 years on all other components (excluding consumables)
1		ASME Relief Valve	75 PSIG
2		Factory Test	Factory Fire and Flow Tested (7%, 25%, 50%, 75% 100%)
<u>AERCO Boiler Trim Options:</u>			
2		VM-1402-3	3" Boiler inlet wafer style check valve (shipped loose)
2		VM-1402-4	4" Boiler inlet wafer style check valve (shipped loose)
<u>Condensate Neutralizing System:</u>			
1		i0001083	Floormounted, Gravity Drain w 4" Pad; Replaceable Media for BMK0750-1000 series & MLX-321, -481, -641, -802, -962 model boilers
1		i0001084	Floormounted, Gravity Drain w 4" Pad; Replaceable Media for BMK1500-2000 series & for all INNOVATION water heaters & for MLX-1123, -1530, -1912 model boilers
2		AER-TRP	Aluminum Condensate Float Trap; Does NOT require piped trap priming system
<u>Boiler Sequencing Technology:</u>			
1			AERCO BST Controller Field-programmable Boiler Modulation and Sequencing Technology; Controls external 24V AC/DC motorized isolation valve; Indoor/Outdoor Reset, Constant Setpoint Modes; Automatic load matching precisely meets demand changes Available standard on all AERCO Benchmark boilers. No additional panel necessary. Two Interlock Circuits RS-485 interface integration via Modbus to BAS or EMS
1		61058 & 61060	AERCO Dual-Bead temperature sensors for header and outdoor air w/backup manager
2		BST-JB	Aerco BST Valve Connection Box: 1.5 -2.5mm2 , Enclosure with terminals
1		BIV-3-24	Motorized Butterfly Isolation Valve, 3" Lug, 24VAC, Suitable for BMK750-1000
1		BIV-4-24	Motorized Butterfly Isolation Valve, 4" Lug, 24VAC, Suitable for BMK1500-3000
2		S2A limit switch	Used w/actuators on 3" & 4" BIVs
<u>Technical Services</u>			
1			Installation Supervision, Start-up, Commissioning, & Operator Training as required by project documents
Total Price:			\$77,630

Aerco boilers are designed to be installed on 4" min housekeeping pads. If vibration isolation is required, a steel frame must be used to properly support the full weight of the boiler. Springs alone are not acceptable.



Office of Building Management
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: NEIL RENNIE, PROPERTY MANAGER

DATE: AUGUST 24, 2023

RE: POLICE HEADQUARTERS MEN'S SHOWER ROOM RENOVATION

Norwalk Police Headquarters, constructed in 2005, is in need of upgrades to the men's showers. The shower stalls are constructed from molded fiberglass which are causing a variety of issues including leaking significant amounts of water onto the floors and leaking down to lower-level office (Community Police office) and IT storage room. Additionally, the showers are too small and the shower heads are too low to accommodate the height and size of the majority of Officers and as a result, are causing excessive amounts of water to spread out onto the floors – creating slippery conditions.

New showers will be constructed from solid base and tiled walls with enhanced lighting features and a new, efficient exhaust system. The sink countertop will also be replaced with solid surface material and new undermount sinks and faucets.

Deputy Chief Zecca requested that Building Management remodel shower room (1/2020).

The Purchasing Department received the following bids on August 2, 2023

HV CONTRACTOR CORP	\$152,400.00
DIVERSITY CONSTRUCTION GROUP LLC	\$173,400.00
VASE MANAGEMENT, LLC	\$174,890.00
A. SECONDINO & SON, INC	\$262,690.00
OLYMPUS CONSTRUCTION	Non-conforming bid

ACTION REQUESTED:

- A. Authorize the Mayor, Harry W. Rilling, to execute an agreement with HV Contractor Corp. for the Police Headquarters Men's Shower Room Renovation Project for a total not to exceed \$152,400.00 Acct # 09247100 5777 C0137**
- B. Authorize the Office of Building Management to issue Change Orders on Contract for a total not to exceed \$15,240.00. Acct # 09247100 5777 C0137**



CITY OF NORWALK
Ken Hughes, CPRP, Arborist

Superintendent of Parks and Public
Property

khughes@norwalkct.gov

P: 203-505-5681

Norwalk City Hall, Rm 225
125 East Avenue
Norwalk, CT 06851-5125

8/21/2021

To whom it may concern:

The City of Norwalk Department of Recreation of Parks acquired the property at 10 Tito Court, to be used as a secondary Parks Garage. The prior tenants heated the space using several propane tanks, and the Department is looking to use natural gas for heat and hot water. I have been working with Eversource on a gas line install, which needs to come to Tito Court from Lexington Ave, meaning Eversource is requiring an easement across 2 existing City Properties (4 Tito Court and 11 Ingalls Ave.) as shown on the attached survey.

Thank you for your consideration,

A handwritten signature in black ink, appearing to be "Ken Hughes", written in a cursive style.

Ken Hughes



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

TO : LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM : ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : **GALLAHER MANSION-CRANBURY PARK RENOVATIONS**

DATE : AUGUST 24, 2023

The Gallaher Mansion is located within Cranbury Park. Cranbury Park is approximately 227 acres of public parkland acquired by the City of Norwalk in 1965 from the Stevens Institute. Cranbury Park is Norwalk's largest park. It is considered a "suburban park in an urban setting". The Park is in the northeastern corner of the City and borders on the north and northeast side with Wilton. The Park consists of both open fields and a deciduous forest cover with specimen trees and seasonal wetlands.

The Gallaher Mansion was built in 1930 by Edward B. Gallaher and his wife Inez as a private residence. The Gallaher Estate is listed in the State and National Register of Historic Places. The mansion is a three-story Tudor Revival style that features oak paneling, French doors, painted murals, and stained-glass windows. The house was designed by Percy Livingston Power. The elegant house, formal garden, and tea house are popular spots for weddings, parties, and luncheons.

This project is funded by the State of Connecticut through the Department of Economic and Community Development (DECD) in the amount of \$5,000,000 to achieve the following:

- Plumbing improvements to two bathrooms on second floor including waste and supply lines.
- Upgrade electric main panel, electric power to the kitchen and patio.
- Installation of new underground stormwater drain line for the gutter/leader system.
- Waterproofing of exterior masonry, including, but not limited to, repointing stone façade.
- Basement floor repaired once drainage system is completed.
- Upgrade interior finishes as directed.
- Demolish existing maintenance vehicle garage and install a new structure.
- Park trails condition assessment

The Common Council voted to enter into agreement with Peter Gisolfi, Associates, Project #4179A for Architect and Engineering Services on July 26, 2022, in the amount of \$497,400. As typical with all design services, there are additional subconsultant services that are not included in basic services. The City would typically approve design contingency to cover out-of-scope services, however, contingency was not requested when this contract was approved. Subconsultant services specifically for this project include, but not limited to, surveyors, geotechnical contractors, mortar analysis, archival research, and soil testing for septic. The total allowance for these services is \$45,000.00. Please note that other professional services that would not be secure under the architect's contract include environmental consulting services and destructive testing.

ACTION REQUESTED:

Approve design services contingency for Peter Gisolfi, Associates' architectural design services contract for the Cranbury Park/Gallaher Mansion Improvement Project for a total not to exceed \$45,000.00. Funds are available from the State DECD grant. City Acct. #09236030 4120 C0831

6



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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

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

RE : LAND ACQUISITION RELATING TO SOUTH NORWALK
SCHOOL AND BELDEN PUBLIC LIBRARY

DATE: AUGUST 21, 2023

The City of Norwalk is embarking on two municipal development projects: construction of the new South Norwalk School and renovation and expansion of the Belden Main Public Library. Acquisition of additional properties are desirable to the development and operational needs of these municipal facilities in order to serve the public.

South Norwalk School

For more the 50 years, the City of Norwalk through Norwalk Board of Education has provided public school busing for South Norwalk students with access to schools throughout the City. Columbus School became a magnet school in response to the need to meet enrollment demographics in the community. With changes in the demographics in the Norwalk community through the years, there is a need to provide a neighborhood elementary school to support the South Norwalk community.

Recently, the City acquired the old Hatch and Bailey Lumber Company's property at 1 Meadow Street Extension for a new South Norwalk Elementary School. The property is 11.7 acres. The new pre-kindergarten to fifth grade school will have a maximum capacity of 682 students with the intended occupancy at approximately 85% of capacity. The proposed building will be two stories for a total of approximately 86,000 square feet. The City has allocated \$76,000,000 for land acquisition and development of the new school. This project will benefit from the

2022 State's Special Legislative Action which granted the City of Norwalk a new reimbursable rate of 60% in lieu of 33% for renovation work and 22% for new construction. We are scheduled to go out for bid by the end of 2023, start construction through the winter and completion by August of 2025.

The current design provides a site design that meets the vehicle traffic and parking and open space needs when the school opens, anticipating that 4th and 5th grades attendance will lag behind for two years. Acquisition of certain properties along Oxford Street and Meadow Street Ext is desirable as it will enhance both vehicular and student access into the property, will provide additional parking and will provide recreational and open space meeting the needs of full occupancy of the school. The acquisition of certain property along South Main Street will allow right-of-way improvements by Traffic, Mobility and Parking Department to remove existing sightline obstruction by the modification of travel lane and reconfiguration of the intersection at the South Main Street/Meadow Street/ Wilson Avenue/Meadow Street Extension and other right of way improvements.

Attached is a site plan showing the properties as well as a survey for the property located along South Main Street. At this time, the City has issued a letter to the property owners informing them of the City's interest. Upon Committee's action below, City staff will proceed with formal negotiation on the acquisition of the properties. The Law Department has received two set of appraisals from two independent appraisal companies establishing current appraised values.

Belden Main Public Library

The City of Norwalk is committed to updating and expanding the Main Branch Belden Public Library at 1 Belden Avenue. As identified in the Library Board's completed strategic and building plans (2018/2019), the Belden Library requires renovation and expansion to meet the community's current and future needs. In addition to these findings, the plans also identified a need for and importance of accessible parking that is located within a close proximity to the Belden Library.

Since August 2017, the City of Norwalk has supplemented the existing 38 onsite parking spots at the Belden Library with parking located on 11 Belden Avenue. In total, 28 parking spots were secured through a lease agreement with 587 CT AVE, LLC. The right to use of these parking spots under the lease will expire as of August 31, 2023. In planning for the potential loss of these spaces, at 11 Belden Avenue, the City of Norwalk entered an agreement with the Eagles Club to lease 30 parking spaces which began July 1, 2023. The agreement is a two-year agreement, with three

renewal options for one-year each. The annual payment to the Eagles Club is \$12,600, or \$35 per month per space. In addition to this agreement, the City of Norwalk and the First Taxing District came to an agreement for the city to purchase 3 Belden Avenue for \$1.4M. The sale and closing of the property are anticipated for late summer 2023. This acquisition secures an additional 31 parking spots for the use of the Belden Library.

Due to the nature of the short-term parking solution with the Eagles Club and the anticipated expansion project of the Library, which may require some of the footprint of the 3 Belden Avenue site and/or past the rear property line of the library, it is desirable that the city acquire a .25± acre portion of 11 Belden Avenue property abutting the rear of the library property line as more particularly set forth in the attached survey. It is anticipated that a renovation and expansion project of the Belden Library will result in an increase in visitors to the site. Recent renovation and expansion projects in the area, such as New Canaan and Westport, have resulted in up to a 20 percent increase in visitors.

ACTION REQUESTED:

1.a. AUTHORIZATION: The City of Norwalk is hereby authorized to purchase, acquire and/or take the properties listed below, and further, that the Mayor, Harry W. Rilling, or his designee, is authorized to execute and deliver any and all agreements, documents and other instruments necessary to purchase, acquire and/or take such properties. Account: [<<Pending Assignment and Approval of an Account Number by the Finance Department at its September 14, 2023 Finance & Claims Committee Meeting>>].

(1) 28 Oxford Street, Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.

(2) 32 Oxford Street, Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.

(3) 36 Oxford Street, Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.

(4) 38 Oxford Street, Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.

(5) 16 Meadow Street Ext., Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.

(6) A portion of real property identified as Portion of Parcel A to be Deeded to the City of Norwalk, Area = 44,338 s.f.± (1.01786 Acres), and Portion of Lots 8 & 9 to be Deeded to the City of Norwalk, Area = 4,426 s.f. ± (.010161 Acres) on and as shown in a certain map entitled "Boundary Survey (Parcel A and Lots 8 & 9)" Scale 1' = 30' dated July 27, 2023 prepared by Langan CT, Inc., on file in Building Management Department of the City of Norwalk, to provide for right-of-way improvements including removing existing sightline obstruction by the modification of travel lane and reconfiguration of the intersection at the South Main Street/Meadow Street/ Wilson Avenue/Meadow Street Extension and other right of way improvements.

(7) A portion of real property known as 11 Belden Avenue, Norwalk identified as Parcel "X" Area: 11,227.63 Sq. Ft. or 0.258 acres (To Be Conveyed To City of Norwalk) on and as shown in a certain map entitled Map of Property 587, LLC Showing Land to be conveyed to City of Norwalk, #11 Belden Avenue, Norwalk, CT" Scale 1" = 20' dated July 19, 2023 prepared by Advanced Surveying Land Surveyors, on file in Building Management Department of the City of Norwalk, for expansion of the Norwalk library located at 1 Belden Avenue including expansion of the existing footprint of the library, additional parking and/or other ancillary facilities servicing the library.

1.b. AUTHORIZATION: Proceed with funding process (including Special Capital Appropriation process) as necessary for the acquisition of properties herein referenced.

1.c REFERRAL: Conn. Gen. Stat. § 8-24 Referral for a Municipal Planning Commission Report on the City's purchase, acquisition and/or taking of the properties listed below:

- (1) 28 Oxford Street, Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.
- (2) 32 Oxford Street, Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.
- (3) 36 Oxford Street, Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.
- (4) 38 Oxford Street, Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.
- (5) 16 Meadow Street Ext., Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.
- (6) A portion of real property identified as Portion of Parcel A to be Deeded to the City of Norwalk, Area = 44,338 s.f.± (1.01786 Acres), and Portion of Lots 8 & 9 to be Deeded to the City of Norwalk, Area = 4,426 s.f. ± (.010161 Acres) on and as shown in a certain map entitled "Boundary Survey (Parcel A and Lots 8 & 9)" Scale 1' = 30' dated July 27, 2023 prepared by Langan CT, Inc., on file in Building Management Department of the City of Norwalk, to provide for right-of-way improvements including removing existing sightline obstruction by the modification of travel lane and reconfiguration of the intersection at the South Main Street/Meadow Street/ Wilson Avenue/Meadow Street Extension and other right of way improvements.
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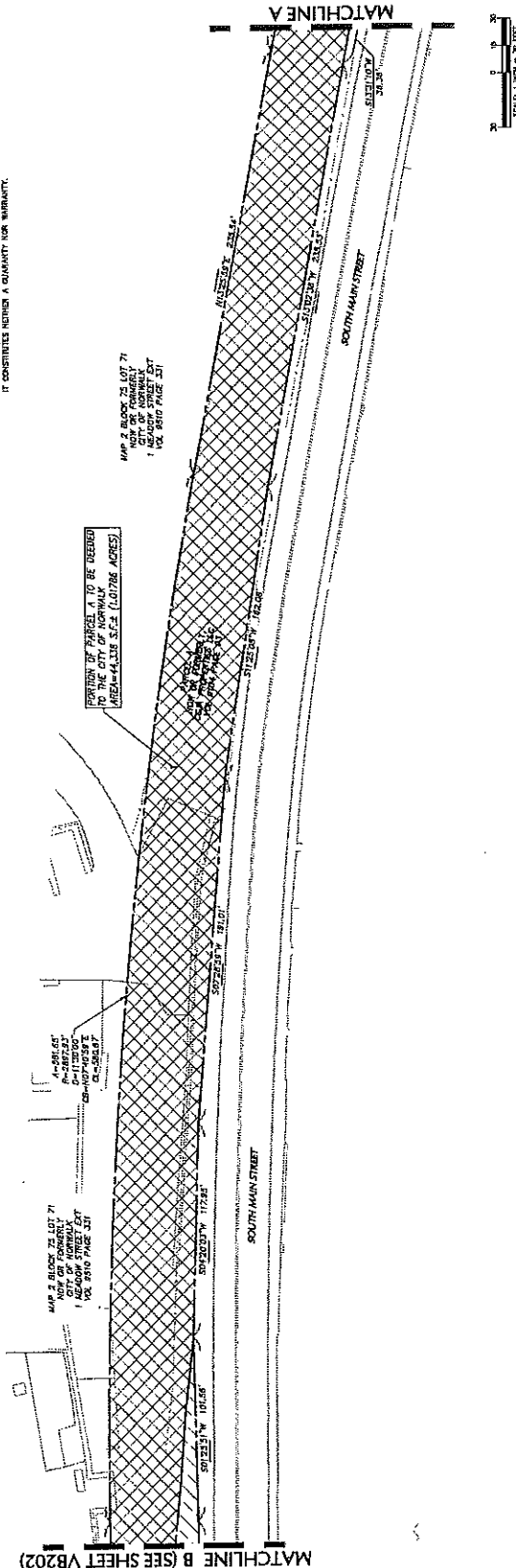
the library, additional parking and/or other ancillary facilities servicing the library.

CC: Mayor, Harry W. Rilling
Dr. Alexandra Estrella, Superintendent of Schools
Tom Livingston, Chief-of-Staff

S MAIN RAIL CORRIDOR
Site Size: 1.13 acres
Zoning: D (Residence)
Use: Vacant Land

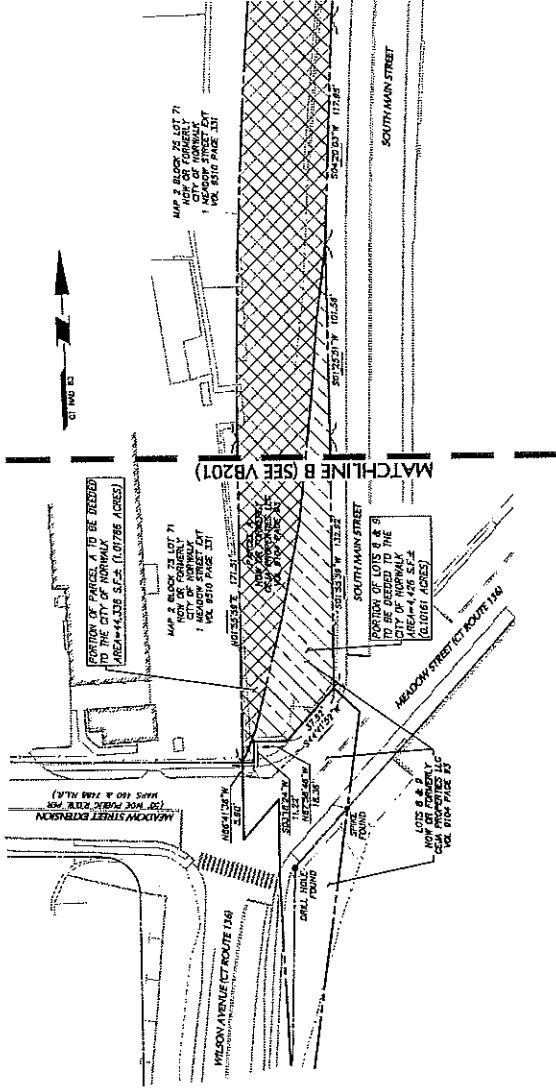
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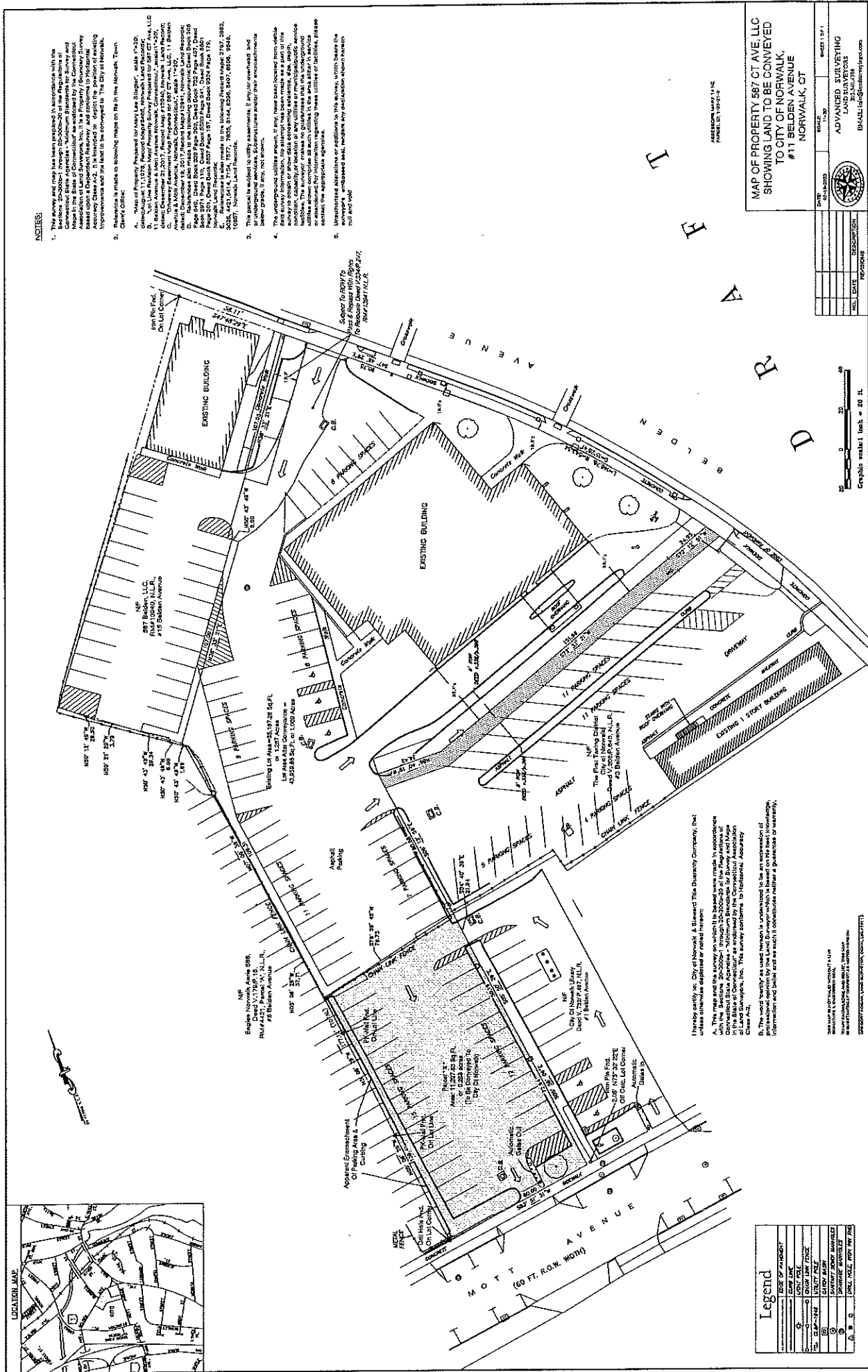
No.	Date	Description	No.
REVISIONS "TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON." DRAFT KIMBERLY J. NICK PROFESSIONAL LAND SURVEYOR STATE LICENSE NO. 70258 LANGAN Langan CT, Inc. 400 West Main Street New Haven, CT 06511 TEL: 203.638.6771 F: 203.638.9142 www.langan.com Project SOUTH MAIN STREET RIGHT OF WAY IMPROVEMENTS BOUNDARY SURVEY (PARCEL A AND LOTS 8 & 9) VB201 Project No. _____ Drawing No. _____ Date AUG 27, 2020 Drawn by AK Checked by AK Sheet 1 of 2			



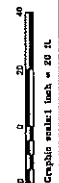


Date	Drawn/Rev	Wk.
REVISIONS *TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREIN.*		
DRAFT		
ORDER NO. 105 DATE ORDERED 04/22/2013 LANGLEY CONSULTING, INC. PROFESSIONAL LAND SURVEYOR CT STATE LIC. NO. 73223		
LANGRAN		
Langran CT, Inc. 1000 Main Street New Britain, CT 06051		
T: 860.650.0771 F: 860.650.0142 www.langran.com		
04/22/13		
SOUTH MAIN STREET RIGHT OF WAY IMPROVEMENTS		
NORMAL Drawing Title		
CONNECTICUT		
BOUNDARY SURVEY (PARCEL A AND LOTS 8 & 9)		
Project No.		Drawing No.
Scale	Wk.	VB202
Date AUG 27, 2013	Drawn by MS	
Checked by MS		Sheet 2 of 2

[illegible]

[illegible]

MAP OF PROPERTY 587 CT AVE, LLC
SHOWING LAND TO BE CONVEYED
TO CITY OF NORWALK,
#11 BELDEN AVENUE
NORWALK, CT

[illegible]

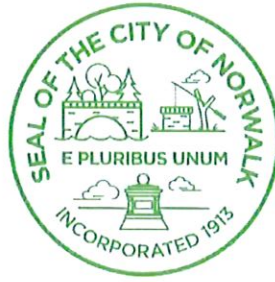
hereby certify to: City of Norwalk & Steward Title Guaranty Company, that
 all items otherwise deleted or noted herein:

3. This map and the survey on which it is based were made in accordance with the Sections 20-50b-1 through 20-50b-40 of the Regulations of the Connecticut State Agencies - Minimum Standards for Survey and Map in the State of Connecticut - as endorsed by the Connecticut Association of Land Surveyors, Inc. This survey conforms to Horizontal Accuracy Class A-2.

3. The word "trivially" as used hereon is understood to be an expression of professional opinion by the Land Surveyor which is based on his best knowledge, information and belief, and as such it constitutes neither a guarantee or warranty.

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS NOT VALUED WITHOUT A LIVE SIGNATURE & ENCLOSED SEAL.

Legend		TYPE OF PAYMENT
1	✓	CASH PAY
2	✓	CASH PAY
3	✓	CASH PAY
4	✓	CASH PAY
5	✓	CASH PAY
6	✓	CASH PAY
7	✓	CASH PAY
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99	✓	CASH PAY
100	✓	CASH PAY



Contract Staff Summary

Department/Staff Contact	Department of Public Works / Drew Berndlmaier
Common Council Committee	Public Works Committee
Date Approved by Committee	
Purpose/Scope	Pavement Design & Consulting Services. Construction QA/QC.
Vendor (Indicate if new or existing vendor)	John Turner Consulting, Inc
Term of Contract	Three (3) years, with two (2) one-year options
Method of Procurement (Indicate if sole source)	RFQ
Cost of Contract	Annual Sum not to exceed \$250,000
Funding Source/Account Number	0923 4021 5777 C0021 0924 4021 5777 C0021 0925 4021 5777 C0021 0926 4021 5777 C0021
Additional Information/Other Details	



**DEPARTMENT OF
ENGINEERING**

CITY OF NORWALK
Drew Berndlmaier
Sr Engineer/Engineering
125 East Avenue, Rm 225
Norwalk, CT 06851
Office: (203) 854-7879
Customer Service: (203) 854-3200
dberndlmaier@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations & Public Works

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

CC: James Meehan, PE – Principal Engineer
Darin Callahan, Esq – Assistant Corporation Counsel

REF: September 2023 Agenda Item – Pavement Management Services, John Turner Consulting; Purchasing Project # 4308: Request for Qualifications Pavement Design and Construction Services

DATE: August 25, 2023

As part of the City's Pavement Management Program, the City keeps an ongoing professional services contract with a consultant, to perform tasks such as QA/QC at the asphalt plant, QA/QC of the placement and compaction of asphalt, unbiased and objective evaluations of the condition of the City's streets (25% of the City's streets, annually, through a four year cycle) and general consultant services (ie Job Mix Formula review, specification updates, budget analysis to sustain road conditions, etc).

Our latest professional services contract is about to expire, so we advertised a Request for Qualifications. The City received only one response (John Turner Consulting, Inc) and held an interview to verify qualifications. The interview resulted in a unanimous recommendation to enter into an agreement with John Turner Consulting, Inc.

Authorize the Mayor, Harry W. Rilling, to execute an Agreement, between the City of Norwalk and John Turner Consulting, Inc, resulting from Project # 4308 Request for Qualifications Pavement Design and Construction Services for pavement engineering and consulting services in connection with the Pavement Management Program. The Agreement is to establish a three (3) year base period, with two (2) one-year options and an annual sum not to exceed \$250,000.00 per year.

See Account #'s on the following page.

Account No's.



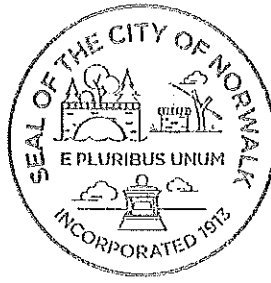
**DEPARTMENT OF
ENGINEERING**

CITY OF NORWALK
Drew Berndlmaier
Sr Engineer/Engineering
125 East Avenue, Rm 225
Norwalk, CT 06851
Office: (203) 854-7879
Customer Service: (203) 854-3200
dberndlmaier@norwalkct.gov

09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 26 4021 5777 C0021
09 27 4021 5777 C0021
09 28 4021 5777 C0021

A copy of the bid information from the Purchasing Department for Project # 4308 Request for Qualifications Pavement Design and Construction Services, can be found at the link below.

<https://www.norwalkct.org/DocumentCenter/Index/1713>



Contract Staff Summary

Department/Staff Contact

Department of Public Works / Drew Berndlmaier

Common Council Committee

Public Works Committee

Date Approved by Committee**Purpose/Scope**

This project consists of the City's annual paving management program

Vendor

The Grasso Companies LLC.

(Indicate if new or existing vendor)

Term of Contract

One (1) Year

Method of Procurement

Bid

(Indicate if sole source)

Cost of Contract

Base Contract: \$6,331,657.50
10% Contingency: \$633,165.75

Funding Source/Account Number

13 4010 5796 APW10
0922 4021 5777 C0021
0923 4021 5777 C0021
0924 4021 5777 C0021
0924 4021 5777 C0503
03 00 00 2602

Additional Information/Other Details



CITY OF NORWALK
Mateo Arias
Junior
Engineer/Department of
Engineering
125 East Avenue
Norwalk, CT 06856
Office: 203 -854 7739
marias@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works

CC: Drew Berndlmaier, P.E. – Senior Civil Engineer
James Meehan, P.E. – Principal Engineer

FROM: Mateo Arias – Junior Engineer

RE: Project PM2023-5 PAVEMENT MANAGEMENT PROGRAM

DATE: August 30, 2023

The Department of Public Works has prepared plans for "Project PM2023-5." This project consists of the City's Annual Paving Management Program

After reviewing the bid results, we recommend that this contract is awarded to the apparent low bidder, The Grasso Companies LLC. I have attached a copy of the bid results received from five (5) bidders for your reference, including an itemized comparison of the three (3) lowest bids.

I would like to request that the following items be included on the agenda for the September 5, 2023, Public Works Committee meeting.

- a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies LLC. for Purchasing Project 4310, PM2023-5 PAVEMENT MANAGEMENT PROGRAM for a sum not to exceed \$6,331,657.50 with the option to extend this Agreement for two (2) additional terms of one (1) year.
- b. Authorize the Chief of Operations and Public Works to execute Orders on Contract with The Grasso Companies LLC. for Purchasing Project 4310, PM2023-5 PAVEMENT MANAGEMENT PROGRAM for a sum not to exceed \$633,165.75

Account No.

13 4010 5796 APW10
0922 4021 5777 C0021
0923 4021 5777 C0021
0924 4021 5777 C0021
0924 4021 5777 C0503
03 00 00 2602

A copy of the bid information from the Purchasing Department for Project 4310, PM2023-5 PAVEMENT MANAGEMENT PROGRAM can be found at the link below.

<https://www.norwalkct.org/DocumentCenter/Index/1713>



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Department of Engineering

Project: PM2023-5 PAVEMENT MANAGEMENT PROGRAM

BID OPENING: Monday
August 28, 2023

	<u>Bidder</u>	<u>Bid Bond</u>	<u>Electronic Submittal</u> <u>(Yes/No)</u>	<u>Bid Amount</u>
1	Water Construction Company Inc	Yes	Yes	\$8,894,244.00
2	The Grasso Companies LLC	Yes	Yes	\$6,331,657.50
3	Burns Construction Company, Inc	Yes	Yes	\$7,000,000.00
4	B&W Paving and Landscaping LLC	Yes	Yes	\$7,299,817.60
5	FGB Construction Company	Yes	Yes	6,600,047.00
6				

Notes:

Project Number : PM2023-5
Project Name : PAVEMENT MANAGEMENT PROGRAM

Items	Description	Quantity	Apparent Low Bidder			Second Bidder			Third Bidder			Engineering's Estima		
			Unit Price	Amount	Unit Price	Unit Price	Amount	Unit Price	Unit Price	Amount	Unit Price	Unit Price	Amount	Amount
0202000	EARTH EXCAVATION	2,200	\$1.00	\$2,200.00	\$20.00	\$20.00	\$44,000.00	\$5.00	\$5.00	\$11,000.00	\$7.00	\$7.00	\$15,400.00	
0202503A	REMOVAL OF CONCRETE CURBING	2,245	\$1.00	\$2,245.00	\$5.00	\$5.00	\$11,225.00	\$3.00	\$3.00	\$6,735.00	\$5.00	\$5.00	\$11,225.00	
0202504A	REMOVAL OF BITUMINOUS CONCRETE CURBING	41,779	\$1.50	\$62,668.50	\$2.00	\$2.00	\$83,558.00	\$3.00	\$3.00	\$125,337.00	\$3.00	\$3.00	\$125,337.00	
0209001	FORMATION OF SUBGRADE	2,250	\$1.00	\$2,250.00	\$3.00	\$3.00	\$6,750.00	\$2.00	\$2.00	\$4,500.00	\$2.00	\$2.00	\$4,500.00	
0213013A	3/4" CRUSHED & WASHED STONE BASE	2,200	\$25.00	\$55,000.00	\$30.00	\$30.00	\$66,000.00	\$24.00	\$24.00	\$52,800.00	\$20.00	\$20.00	\$44,000.00	
0304002	PROCESSED AGGREGATE BASE	500	\$10.00	\$5,000.00	\$30.00	\$30.00	\$15,000.00	\$15.00	\$15.00	\$7,500.00	\$5.00	\$5.00	\$2,500.00	
0403876A	10" RECLAMATION - ASPHALT GRAVEL BASE	65,014	\$7.60	\$494,106.40	\$8.00	\$8.00	\$520,112.00	\$9.00	\$9.00	\$585,126.00	\$7.34	\$7.34	\$477,202.76	
0406171A	HMA SUPERPAVE 0.50" (12.5) LEVEL 2	9,545	\$125.00	\$1,193,125.00	\$129.00	\$129.00	\$1,231,305.00	\$150.00	\$150.00	\$1,431,750.00	\$129.11	\$129.11	\$1,232,354.95	
0406172A	HMA SUPERPAVE 0.375" (9.5) LEVEL 2	17,103	\$132.00	\$2,257,596.00	\$134.00	\$134.00	\$2,291,802.00	\$156.00	\$156.00	\$2,668,068.00	\$135.27	\$135.27	\$2,313,522.81	
0406201A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MAJOR ARTERIAL) MIN BID - SEE SPECIAL NOTES	10	\$75.00	\$750.00	\$150.00	\$150.00	\$1,500.00	\$91.00	\$91.00	\$910.00	\$150.00	\$150.00	\$1,500.00	
0406202A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MINOR ARTERIAL) MIN BID - SEE SPECIAL NOTES	250	\$70.00	\$17,500.00	\$100.00	\$100.00	\$25,000.00	\$57.00	\$57.00	\$14,250.00	\$125.00	\$125.00	\$31,250.00	
0406203A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (COLLECTOR) MIN BID - SEE SPECIAL NOTES	400	\$65.00	\$26,000.00	\$90.00	\$90.00	\$36,000.00	\$44.00	\$44.00	\$17,600.00	\$100.00	\$100.00	\$40,000.00	
0406204A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	1,000	\$60.00	\$60,000.00	\$70.00	\$70.00	\$70,000.00	\$47.00	\$47.00	\$47,000.00	\$75.00	\$75.00	\$75,000.00	
0406267A	BITUMINOUS CONCRETE MILLING (0" - 4")	144,956	\$3.85	\$555,080.60	\$3.75	\$3.75	\$543,585.00	\$3.00	\$3.00	\$434,868.00	\$3.75	\$3.75	\$543,585.00	
0406279A	MILL FULL LANE 1.5" (40 LF TO 200 LF)	200	\$5.00	\$1,000.00	\$20.00	\$20.00	\$4,000.00	\$2.00	\$2.00	\$400.00	\$3.00	\$3.00	\$600.00	
0406280A	MILL FULL LANE 1.5" (> 200 LF)	500	\$5.00	\$2,500.00	\$16.00	\$16.00	\$8,000.00	\$2.00	\$2.00	\$1,000.00	\$3.00	\$3.00	\$1,500.00	
0406451A	BITUMINOUS CONCRETE 1.5" OVERLAY FULL LANE (40 LF TO 200 LF)	20	\$100.00	\$2,000.00	\$225.00	\$225.00	\$4,500.00	\$100.00	\$100.00	\$2,000.00	\$190.00	\$190.00	\$3,800.00	
0406452A	BITUMINOUS CONCRETE 1.5" OVERLAY FULL LANE (> 200 LF)	44	\$100.00	\$4,400.00	\$200.00	\$200.00	\$8,800.00	\$100.00	\$100.00	\$4,400.00	\$175.00	\$175.00	\$7,700.00	
0406998A	DENSITY ADJUSTMENT	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	
0406999A	ASPHALT ADJUSTMENT COST	1	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	
0507042A	RESET CATCH BASIN	114	\$1,500.00	\$171,000.00	\$1,000.00	\$1,000.00	\$114,000.00	\$1,012.00	\$1,012.00	\$115,368.00	\$1,000.00	\$1,000.00	\$114,000.00	
0507781	RESET MANHOLE	25	\$1,000.00	\$25,000.00	\$1,000.00	\$1,000.00	\$25,000.00	\$1,012.00	\$1,012.00	\$25,300.00	\$900.00	\$900.00	\$22,500.00	
0507792A	RECONSTRUCT CATCH BASIN	20	\$100.00	\$2,000.00	\$200.00	\$200.00	\$4,000.00	\$495.00	\$495.00	\$9,900.00	\$275.00	\$275.00	\$5,500.00	
0507829	CONVERT MANHOLE TO TYPE "C" CATCH BASIN	5	\$500.00	\$2,500.00	\$500.00	\$500.00	\$2,500.00	\$500.00	\$500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$5,000.00	
0507831	CONVERT CATCH BASIN TO MANHOLE	5	\$500.00	\$2,500.00	\$600.00	\$600.00	\$3,000.00	\$500.00	\$500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$5,000.00	
0651001A	BEDDING MATERIAL	100	\$5.00	\$500.00	\$8.00	\$8.00	\$800.00	\$5.00	\$5.00	\$500.00	\$30.00	\$30.00	\$3,000.00	

Project Number : PM2023-5
Project Name : PAVEMENT MANAGEMENT PROGRAM

Items	Description	Quantity	Apparent Low Bidder			Second Bidder			Third Bidder			Engineering's Estima		
			Unit Price	Amount	Unit Price	Unit Price	Amount	Unit Price	Unit Price	Amount	Unit Price	Unit Price	Amount	Amount
0651344A	STORM DRAINAGE ALLOWANCE	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
0811001A	CONCRETE CURBING	568	\$45.00	\$25,560.00	\$52.00	\$52.00	\$29,536.00	\$10.00	\$10.00	\$5,680.00	\$32.00	\$32.00	\$18,176.00	
0811007A	CONCRETE CURBING (<45 LF PER MOB.)	45	\$45.00	\$2,025.00	\$75.00	\$75.00	\$3,375.00	\$10.00	\$10.00	\$450.00	\$100.00	\$100.00	\$4,500.00	
0812000A	EXTRUDED CONCRETE CURB	41,034	\$9.50	\$389,823.00	\$9.00	\$9.00	\$369,306.00	\$7.00	\$7.00	\$287,238.00	\$10.00	\$10.00	\$410,340.00	
0814001A	RESET STONE CURBING	100	\$20.00	\$2,000.00	\$30.00	\$30.00	\$3,000.00	\$56.00	\$56.00	\$5,600.00	\$25.00	\$25.00	\$2,500.00	
0815001	BITUMINOUS CONCRETE LIP CURBING	500	\$6.00	\$3,000.00	\$6.00	\$6.00	\$3,000.00	\$5.00	\$5.00	\$2,500.00	\$8.00	\$8.00	\$4,000.00	
0921001A	CONCRETE SIDEWALK	2,820	\$7.00	\$19,740.00	\$14.00	\$14.00	\$39,480.00	\$14.00	\$14.00	\$39,480.00	\$12.00	\$12.00	\$33,840.00	
0921004A	CONCRETE SIDEWALK (<110 SF PER MOB.)	110	\$7.00	\$770.00	\$30.00	\$30.00	\$3,300.00	\$25.00	\$25.00	\$2,750.00	\$30.00	\$30.00	\$3,300.00	
0921010A	CONCRETE DRIVEWAY RAMP (<90 SF PER MOB.)	90	\$7.00	\$630.00	\$35.00	\$35.00	\$3,150.00	\$20.00	\$20.00	\$1,800.00	\$30.00	\$30.00	\$2,700.00	
0921011A	CONCRETE DRIVEWAY RAMP	500	\$10.00	\$5,000.00	\$18.00	\$18.00	\$9,000.00	\$15.00	\$15.00	\$7,500.00	\$13.85	\$13.85	\$6,925.00	
0922001A	BITUMINOUS CONCRETE SIDEWALK	12,795	\$40.00	\$511,800.00	\$45.00	\$45.00	\$575,775.00	\$50.00	\$50.00	\$639,750.00	\$41.78	\$41.78	\$534,575.10	
0922502A	BITUMINOUS CONCRETE DRIVEWAY OVERLAY	100	\$100.00	\$10,000.00	\$250.00	\$250.00	\$25,000.00	\$160.00	\$160.00	\$16,000.00	\$150.00	\$150.00	\$15,000.00	
0924007A	HANDICAP RAMPS (ADA COMPLIANT)	32	\$700.00	\$22,400.00	\$50.00	\$50.00	\$1,600.00	\$55.00	\$55.00	\$1,760.00	\$20.00	\$20.00	\$640.00	
0944003A	FURNISHING AND PLACING TOPSOIL	4,000	\$12.00	\$48,000.00	\$10.00	\$10.00	\$40,000.00	\$17.00	\$17.00	\$68,000.00	\$6.70	\$6.70	\$26,800.00	
0950003A	TURF ESTABLISHMENT (LAWN)	4,000	\$1.00	\$4,000.00	\$1.50	\$1.50	\$6,000.00	\$1.00	\$1.00	\$4,000.00	\$2.00	\$2.00	\$8,000.00	
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	
0980003A	PROJECT SURVEY AND STAKEOUT	1	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	
1111051A	LOOP VEHICLE DETECTOR	300	\$2.00	\$600.00	\$30.00	\$30.00	\$9,000.00	\$49.00	\$49.00	\$14,700.00	\$16.00	\$16.00	\$4,800.00	
1111451	LOOP DETECTOR SAW CUT	300	\$2.00	\$600.00	\$10.00	\$10.00	\$3,000.00	\$6.00	\$6.00	\$1,800.00	\$16.00	\$16.00	\$4,800.00	
1210101	4" WHITE EPOXY RESIN PAVEMENT MARKINGS	20,000	\$1.00	\$20,000.00	\$0.75	\$0.75	\$15,000.00	\$1.00	\$1.00	\$20,000.00	\$0.50	\$0.50	\$10,000.00	
1210103	4" DOUBLE YELLOW EPOXY RESIN PAVEMENT MARKINGS	30,000	\$1.50	\$45,000.00	\$1.50	\$1.50	\$45,000.00	\$1.00	\$1.00	\$30,000.00	\$0.91	\$0.91	\$27,300.00	
1210105	EPOXY RESIN PAVEMENT MARKINGS - SYMBOLS AND LEGENDS	2,000	\$6.00	\$12,000.00	\$7.00	\$7.00	\$14,000.00	\$7.00	\$7.00	\$14,000.00	\$5.00	\$5.00	\$10,000.00	
1210106	12" WHITE EPOXY RESIN PAVEMENT MARKINGS	1,284	\$6.00	\$7,704.00	\$9.00	\$9.00	\$11,556.00	\$7.00	\$7.00	\$8,988.00	\$4.12	\$4.12	\$5,290.08	
1210124	24" WHITE EPOXY RESIN PAVEMENT MARKINGS	528	\$3.00	\$1,584.00	\$19.00	\$19.00	\$10,032.00	\$14.00	\$14.00	\$7,392.00	\$7.76	\$7.76	\$4,097.28	
1302060A	RESET GATE BOXES	200	\$5.00	\$1,000.00	\$60.00	\$60.00	\$12,000.00	\$4.00	\$4.00	\$800.00	\$53.00	\$53.00	\$10,600.00	
			\$6,331,657.50			\$6,600,047.00			\$7,000,000.00			\$6,482,660.98		

Apparent Low Bidder : THE GRASSO COMPANIES LLC

Second Bidder : FGB CONSTRUCTION

Third Bidder : BURNS CONSTRUCTION COMPANY, INC.

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**ACTION
7:30 PM EST**

**AUGUST 8, 2023
COUNCIL CHAMBERS**

6. Authorize the Purchasing Agent to issue a purchase order to Alta Enterprises, LLC for the purchase of one (1) Vantage LIV9DX Cab Pickup for a sum not to exceed \$45,700.00.

Account No. 09 23 4031 5777 C0313

AUTHORIZED

7. Technical Correction of the Common Council Action of October 11, 2022, Item VII.B.8 to add accounts designated for On-Call Surveying Services. Account No. 01 41 50 5585.

Account No. 09 21 4021 5777 C0302

09 22 4021 5777 C0302

09 21 4021 5777 C0315

09 22 4021 5777 C0315

09 23 4021 5777 C0315

09 21 6030 5777 C0365

09 22 6030 5777 C0365

09 23 6030 5777 C0365

09 21 4021 5777 C0318

09 22 4021 5777 C0318

09 20 4021 5777 C0643

09 21 4021 5777 C0643

09 22 4021 5 777 C0643

09 23 7100 5777 C0583

09 20 4021 5777 C0021

09 21 4021 5777 C0021

09 22 4021 5777 C0021

09 23 4021 5777 C0021

01 0 30 5258

01 41 50 5585

AUTHORIZED

- 8a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement (Sole Source) with FGB Construction Company for Project STR2023-I Emergency Wall Street Retaining Wall and Sidewalk Abatement for a sum not to exceed \$159,820.00.

Account No. 09 23 4021 5777 C0617

09 24 4021 5777 C0617

AUTHORIZED

- 8b. Authorize the Chief of Operations and Public Works, to execute Orders on Contract with FGB Construction Company for Project STR2023-I Emergency Wall Street Retaining Wall and Sidewalk Abatement for a sum not to exceed \$15,982.00.

Account No. 09 24 4021 5777 C0617

AUTHORIZED

9. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Woods Men's and Boy's clothing for Project No. 4087 for a sum not to exceed \$25,000 for Fiscal Year 2023/24 with an option to extend for two (2) additional terms of one (1) year each.

Account No. 01 40 21 5276

AUTHORIZED

**THE ECONOMIC AND COMMUNITY DEVELOPMENT
COMMITTEE OF THE COMMON COUNCIL**

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

**TO: MEMBERS, ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE OF THE
COMMON COUNCIL**

FROM: STEPHEN IVAN, HOUSING DEVELOPMENT PROJECT MANAGER

RE: PY48 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

DATE: SEPTEMBER 7, 2023

Norwalk's Consolidated Annual Performance and Evaluation Report (CAPER) is a review of the CDBG program for Program Year 48 (July 1, 2022 - June 30, 2023). In keeping with the City's *Citizen Participation Plan*, the CAPER has been made available for public comment between August, 30 2023 and September 14, 2023. On September 8, 2023 the Redevelopment Agency will host a public hearing for the CAPER to meet public participation requirements. Comments received before the September 14th deadline or at during the public hearing will be documented and presented at the September 26, 2023 Common Council meeting. A draft of the PY48 CAPER is provided as an attachment and also available for viewing at the following link. <https://www.norwalkct.gov/1412/Community-Development-Block-Grant>

Resource Narrative

In PY48, the total resources made available to the City was \$1,008,611 which included the 2022 HUD CDBG allocation of \$848,611, prior and program income of \$160,000. The City expended \$964,229 during the program year and funds were used to increase quality and decent affordable housing through housing rehab, expand economic opportunities with job training, modernize public facilities and infrastructure, and increase available public services to LMI and special needs residents in Norwalk.

Achieving ConPlan Objectives and Strategies

PY48 is the third year of the five-year period of the 2020-2024 Consolidated Plan. A summary of achievements for goals listed in the PY48 Annual Action Plan, as well as cumulative achievements for goals listed in the Consolidated Plan are provided as an attachment.

ATTACHMENTS:

[DRAFT PY48 CAPER](#)
[Summary of Achievements](#)

ACTION REQUESTED: Advance the PY48 CAPER to the Common Council with authorization for the Mayor to sign all forwarding documentation required by HUD.

**TRI-STATE LED**Tri-State Order #: **CON81723****Date:** 8.17.23**To:** City of Norwalk**Attn:** Jim Travers**Job:** Aquarium Project**Tri-State LED Estimate**

Applicable shipping and taxes must be added to following quote. Prices valid for 30 days of the quotation date.

From: Steve Kerins
Cell: 203-362-7161

Tri State LED is pleased to offer you the following quotation:

QTY	TYPE	MFG	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
16	Post Top	SC	ALMWML-LE040-EVX-2F2-27-CR3-YPLF-CU (to fit large tenons)	\$ 1,769.14	\$ 28,306.29
			If Medium Fitter Needed Change SKU to.....		
			ALMWM-LE040-EVX-2F2-27-CR3-YPLF-CU / Same Price		
1	Labor		Installation of 16 Post Tops	\$ 4,911.11	\$ 4,911.11
1	Painting		Painting Existing Poles Black	\$ 3,000.00	\$ 3,000.00
1	ER		Estimated Rebate - Final Amount TBD How Applied to Project	\$ 2,500.00	\$ 2,500.00
Total (Tax not included):				\$	36,217.40

X**Customer Acceptance**

Customer signature above signifies acceptance
of the terms and conditions contained in this estimate

Thank you for your business

QUOTATION

DATE: 5/19/23
TO: City of Norwalk DPW
ATTN: James Travers
PROJECT: Oyster Shell park relighting
PROJECT NO.:

We are pleased to offer the following quote:

Spring City William and Mary luminaires to match current City Standard:

Model: ALMWM-LE040-EVX-2F2-27-CR3-YPLF-FED-CU

2700K, 40-watt LED, Type 3 distribution, frosted acrylic lens, Painted Gloss Black.

Unit Price: \$1,648 each

Total (22 pieces): \$36,256

Lead-time from release of order: 14-16 weeks.

NOTES:

1. Pricing valid for orders entered and released within 30 days of quotation.

QUOTATION PREPARED BY: Paul Finbow

Contract Proposal

Shock Electrical Contractors, Inc.
178 Osborne Street
Danbury, Connecticut 06810
(203) 748-5690 Office
(203) 798-2886 Fax

Industrial/ Commercial/ Residential
40-70-90' Bucket & 100' Crane
Sports Lighting Specialists
Shockelectric81@hotmail.com
www.shockelectric.com

Proposal Submitted To:
City of Norwalk
125 East Ave
Norwalk, CT.
ATTN: Amy Verrier

Phone:
203-815-3574
averrier@norwalkct.gov

Date: 8-11-2023

JOB: City of Norwalk: North Water Street Light Fixtures

Supply labor and material for the following electrical installation.

- Remove (22) light fixtures on existing street light poles.
- Supply and Install (22) light fixtures per specs supplied by City of Norwalk.
- Wire and Test lights.

Exclusions:

Permit Fees
Photocells
Light Poles
Breakers
Traffic Control on road and sidewalk
Police

In case of this agreement shall not be made at maturity, or upon default, it is agreed that the cost of collection and Attorney's fees shall be added to the sum due, and shall be paid as a part there of interest at the rate of 1 ½ % per month (18% per year) will be added after 30 days. You the buyer may cancel the transaction at any time prior to midnight on the third business day after the date of this transaction. We hereby propose to furnish labor and material- complete in accordance with the above specification, for the sum of:

Forty Seven Thousand One Hundred and Seventy Dollars 00/100 (\$47,170.00)

Plus Tax if applicable/4% surcharge if paid by credit card

All material is guaranteed to be as specified: All work to be completed in a workman like manner according to standard practice. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Agreements made with mechanics or subcontractors on the job are not recognized. No statement, agreement or understanding, expressed or implied, not contained herein will be recognized. All agreement contingents upon strikes, accidents, or delays beyond are control. Owner to carry fire, tornado, and any other necessary insurance, Our workman's compensation insurance.

Authorize Signature _____

Note: This Proposal may be withdrawn by us (with notice) if not accepted within 30 days.

The above price, specification, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment made as outlined above.

CONTRACT ACCEPTANCE

Date of acceptance _____ *Signature* _____
MM/PD



MAYOR
Harry Rilling

DIRECTOR
James Travers
jtravers@norwalkct.org

Road Construction Project Manager
Troy Deering
tdeering@norwalkct.org

Thursday, September 7th, 2023

To: Economic and Community Development Committee
From: Troy Deering

Subject: Hamilton Ave Staircase- Martin Luther King Jr. Blvd Connectivity

After being handed a near-completely designed Project of the Hamilton Ave staircase, James Travers, Garrett Bolella, and myself needed to put our heads together on how to approach the project. We felt that the chosen design was designed in an overbuilt fashion and brought us to a very high construction cost estimate of around \$700k. We tasked the designing engineers to try out a few other concepts for the staircase in order to meet better layout, connectivity, and ease of use. We also had them provide another construction estimate of the revised design which brought us below \$500k total cost. We then had their work peer reviewed by a competitive engineering firm to confirm the design and construction estimate were fair and justified. The peer review confirmed that CDM Smith's design and estimates were correct, and therefore we would like to proceed with their services on the revised design since they have all of the background and groundwork for the project in motion. In order finalize all documents and construction plans, we need to get additional funding of \$27,150 out of our ARPA MLK funding. This small amount of additional funding needed for final re-design will save the city a large sum of money to construct the staircase.

Action: Authorize the Mayor, Harry W. Rilling, to execute an amendment to the CDM Smith agreement to include an additional \$27,150 for the Hamilton Ave Stair Case.

ACCT: 520000-5796-MLK01

Best,

Troy Deering
Road Construction Project Manager
Transportation Mobility & Parking
City of Norwalk



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 09/05/2023

DEPARTMENT: Business Development and Tourism

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

Check One:

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

TOTAL COST: \$75,000 **MUNIS Account:** 133710 5796 AEC16 & 0924 3780 5777 C0680

VENDOR: ARC Sound. Stage. Lighting. LLC

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
<i>Christopher McCauley</i>		Supports	<i>Sabrina Godeski</i>
Purchasing Agent Name	Does Not Support		Department Head Name
Christopher McCauley	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?		Sabrina Godeski
Date 9/05/2023			Date 09/05/2023

JUSTIFICATION:

ARC is the sole vendor that services the City of Norwalk for all required services, including the entertainment portion of the ask. ARC contracts with the entertainment provided and also curates the stage, sound, and lighting so that the City does not have to separately manage and contract with various vendors for the Halloween Nightfair Event.

Other vendors that service our area able to provide similar pricing for portions of the ask but ARC was the sole vendor that included all facets, mainly desired entertainment.

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

Vendor 1: GEOTUS LLC

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

ARC Sound. Stage. Lighting

PO Box 604

Norwalk, CT 06852

203-515-9878

brian@arcssl.com



Estimate

ADDRESS

Anna Breault

City of Norwalk

ESTIMATE # 1056

DATE 09/05/2023

SERVICE

QTY

Production Package

Dates: October 28th and 29th

1

Artist: Ryan Cabrera w/ house DJ

Logistics: artist travel included(city to pay for hotels)

Production:

- Full professional concert style lighting system
- Full professional concert style PA audio system
- Full professional front of house control
- All instruments, microphones, and other technical needs for the bands and DJ
- XXL Mobile stage (city to provide bike rack/crash barricades for front of stage)
- Generator to supply all stage power
- Audio engineer, lighting programmer, and all necessary stage hands to operate concert
- All labor to build and remove stage

Services

Additional cost contingency during final artist contract approval

1

SUBTOTAL

75,000.00

TAX

0.00

Payment Detail:

Deposit: 50% of total

Balance: due date of event

By Check: Make checks payable to: ARC Sound. Stage. Lighting

By Credit Card: 3.5% processing fee applied to transaction.

Kill Fee Schedule:

<5 days of acceptance: 0%

60+ days from event: 5%

40-59 days: 10%

20-39 days: 15%

5-19 days: 20%

1-4 days: 25%

TOTAL

\$75,000.00

Accepted By

Accepted Date

Payment Detail:

Deposit: 50% of total

Balance: due date of event

By Check: Make checks payable to: ARC Sound. Stage. Lighting

By Credit Card: 3.5% processing fee applied to transaction.

Kill Fee Schedule:

<5 days of acceptance: 0%

60+ days from event: 5%

40-59 days: 10%

20-39 days: 15%

5-19 days: 20%

1-4 days: 25%

Re: Halloween & Holiday

Danny LG <danny@thenorwalkconservatory.org>

Thu 8/31/2023 2:26 PM

To: Breault, Anna <ABreault@norwalkct.gov>

Cc: Godeski, Sabrina <SGodeski@norwalkct.gov>

CAUTION: EXTERNAL Email: Don't open links or attachments from untrusted senders

Thanks Anna,

For the 8x12 stage - We can do this for \$1,500 which includes delivery, set up, and strike.

For the 32x20 stage - We can do this for \$10,000 which includes delivery, set up, and strike.

2 sets of Stairs for the stage come in at \$700 total.

Railings come in at \$150 per 8 ft piece. You will need 8 rails at \$1,200.

Sound is \$600 total.

All in for stage and sound is \$14,000.

I know there are many other items we discussed, but I know some of it is in the air and I wanted to get you this quote ASAP.

If you let me know who you want that Gene offered, I can source and give you an all in quote or if you want me to get you quote for others happy to help. I am meeting with Steven Rust tomorrow to figure out a lighting plan as well.

Danny Loftus George I President

Danny@TheNorwalkConservatory.org I (203) 343-0394



www.TheNorwalkConservatory.org



you ARE Not ALONE MURALS

To the Office of the Mayor

Dear Mayor Harold Rilling,

You Are Not Alone Murals is eager to make a meaningful connection to the Norwalk community by using public art to spark conversations about mental health and spread a message of hope. To date there have been more than 70 You Are Not Alone murals painted around the world. And with each new mural comes the opportunity to further reduce stigma and shame often felt when dealing with a mental health challenge.

YANAM has already been green-lit to receive a generous donation from the Norwalk Arts and Culture Commission to create public art on city-owned property, and we are seeking your approval to move forward with this initiative at Brien McMahon High School. We'd like to paint a large outdoor mural on the school's exterior plus several smaller murals (painted on temporary walls) that can then be donated to other local schools.

Our non-profit recently completed a two-story, 120-foot mural in Darien, CT through the support of The Corbin District and The Depot-Darien Youth Center. At a subsequent community painting event on the mural site, we heard first-hand how the locals felt the mural was beacon, shining a desperately needed message into their town.

Looking forward to hearing from you.

Sincerely,

Samantha Schutz and Annica Lydenberg

co founders

You Are Not Alone Murals



you are Not Alone MURALS

About the Project



We are a public art project that inspires artists to create work in their communities, sparking hope, connection, and conversations about mental health.

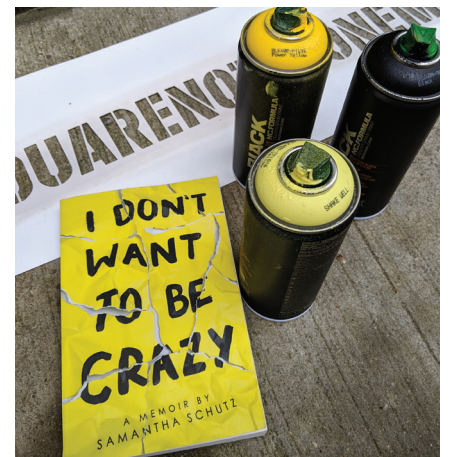
Project History

You Are Not Alone Murals was founded by long-time friends Annica Lydenberg (art director and mural painter) of Dirty Bandits, and Samantha Schutz (publishing director, mental health advocate) author of the critically-acclaimed anxiety disorder memoir, *I Don't Want to Be Crazy*.

After the publication of her memoir, Samantha received countless letters from readers saying: "Your book made me feel less alone." Annica was inspired to honor Samantha's bravery and vulnerability through the creation of public art with that message.

Project Goals

- Use public art to reach people who need to hear this message.
- Use consistency and repetition to create impact, making the message more relatable with each viewing.
- Reduce stigma and shame around discussing mental health challenges by fostering connection through story-sharing.



***We launched in 2019 with three murals in Brooklyn.
To date, 70+ murals have been painted around the world.***



info@youarenotalonemurals.com | youarenotalonemurals.com | [@youarenotalonemurals](https://www.instagram.com/youarenotalonemurals)

You Are Not Alone Murals is run by Purpose Projects NY - anticipated 501(c)(3) status Summer 2023



you ARE NOT ALONE MURALS

Project Impact



Thanks to all those involved, every day this message is reaching people that needed to hear it.

Quotes from the public

"I'm grateful the murals are in so many diverse communities. I envision people from all walks of life passing by and being reassured by the inclusion and kindness of the message."

- @artofjumping

"For those of us struggling with mental health, these larger-than-life murals offer a source of comfort and a constant reminder that there are people who care." - @runstreet

"Wandering around Brooklyn brought me to this mural, and it was just the reminder from the streets of NYC that I needed."

- @dentsithome

"It doesn't matter who you are, when you walk by a mural, you are involved. So let the artwork on the wall serve as a reminder that you are special, have value, and deserve love. And most importantly... you are NOT alone."

"Working with high schoolers to bring their YANAM vision to life and simultaneously building community so they know they're never alone is something that will stick with them forever."

Artists, Carly Freely & Alyssa Pine

@freelycreative_



Artist,
Jason Naylor
@jasonnaylor



info@youarenotalonemurals.com | youarenotalonemurals.com | [@youarenotalonemurals](https://www.instagram.com/youarenotalonemurals)

You Are Not Alone Murals is run by Purpose Projects NY - anticipated 501(c)(3) status Summer 2023



you are Not Alone murals

Our Reach

2019

3 murals in Brooklyn, NY

Dirty Bandits, Adam Fujita, and Jason Naylor
Combined following of **over 200k**

Media coverage Women's Health Magazine (2m), Secret NYC (1.4m), amNY, Brooklyn Daily Eagle, Bushwick Daily, Run Street

2021

Grew to 32 murals worldwide

New artists included Tierney Milne, Signs of Power, Cris Pagnoncelli
Combined following of **over 400k**

Call to action Lauren Hom (@homsweethom 253k) and GoodType (@goodtype 1.2m) shared our project via social media and encouraged artist participation.

YANAM began encouraging and sharing submissions created in all mediums.

We received and shared 200+ art submissions from 25+ countries.

Media coverage Women's Health Magazine, Pantone (3.3m), Street Art NYC, Brooklyn Street Art, Portland Press Herald

2022

Grew to 55 murals worldwide

New artists included Zipeng Zhu, Efdot, Vexta, Katie Merz, and others
Combined following of **over 800k**

Partnerships NAMI-NYC, The Seaport NYC, Priority Bicycles, Moo, Ronan Paints, Colossal Media, The William Vale Hotel

The **award-winning short documentary** about our project from Folktale Creative premiered at festivals nationwide and screened in NYC.

Activations included

- 100ft mural at The Seaport NYC
- Priority Delivers postcard campaign
- Artist installations at NAMIWalks NYC
- The William Vale Hotel art installation and event

Media coverage Forbes, GoodType, Secret NYC, Brooklyn Street Art, UpMag, Greenpointers

Blog posts for Moo, The Seaport, Colossal Media, Better Letters Magazine

2023
YTD

Grew to 70+ murals worldwide

New artists included Brian Kapsr, Marco Santini, Indie184, DFTE, and others
Combined following of **over 1m**

Continued partnerships: NAMI-NYC, The Seaport NYC, Priority Bicycles, Moo, Ronan Paints, The William Vale Hotel

New Partnerships: NAMI Coastal Virginia, The Corbin District, and The Depot-Darien Youth Center

Activations included

- 2-story mural in Darien, CT and community event
- 160ft mural at The Seaport NYC
- Priority Delivers postcard campaign
- Artist installations at NAMIWalks NYC

Media coverage News12 Connecticut, Daily Blast Live, WCXA3 Vermont, Darien Times

Blog posts for StreetArtNYC, SecretNYC, The Seaport



you ARE NOT ALONE MURALS

Norwalk Proposal

MURALS AND EVENT AT BRIEN MCMAHON HIGH SCHOOL

Live painting and community event

Proposed painting dates:

September 23rd and 24th, 2023 (Saturday and Sunday)

How are the funds used:

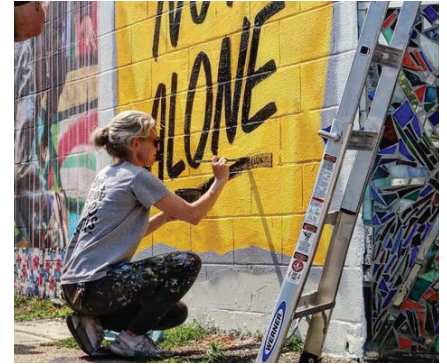
- artist fees, materials and supplies (including lift rentals), and building and transportation of temporary walls
- photo and video documentation
- creating and sharing online content related to this activation
- website updates
- ensuring this project can continue to grow

What is included:

- one large scale mural 24'x20' installed on the high school exterior
- several murals 8'x12' painted on temporary walls built and painted on site during the event, then donated to other local schools
- project co-founders speak to classes at the high school about the project roots
- related free workshop available to the public in the days surrounding the event

Who are the artists:

- mixture of local and tri-state experienced mural artists



WALL MOCK UP
roughly 24ft x 20ft

This wall is located to the left of the entry to the high school. It is highly visible to those entering and in the parking lot.

We'd love to partner with you!

info@youarenotalonemurals.com | youarenotalonemurals.com | [@youarenotalonemurals](https://www.instagram.com/youarenotalonemurals)

You Are Not Alone Murals is run by Purpose Projects NY - anticipated 501(c)(3) status Summer 2023