

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**JULY 12, 2016
COUNCIL CHAMBERS**

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

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting:

June 28, 2016

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

Frances Di Meglio, Planning Commission

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

1. Approval of Motion to Reconsider the Charter Questions for 2016 Ballot.
2. Approval of Charter Questions for 2016 Ballot:
 - a. Shall the term of the Mayor and Town Clerk be changed from 2 to 4 years?
 - b. Shall the offices of City Treasurer, City Sheriff and Selectman be eliminated?
 - c. Shall the annual salary of each Common Council member be set at two percent (2%) of the base salary of the Mayor?
 - d. Shall all Charter references to members of the Common Council be gender-neutral?

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS

A. CORPORATION COUNSEL

Authorize to Settle Claim: Deana Parent v. City of Norwalk

EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Almstead Tree & Shrub Care Company LLC for the supply and planting of trees and shrubs for an amount not to exceed \$78,000.00 per year.
Account No.: 09 17 4021 5777 C0233 – DPW \$50,000 per year
Account No.: 09 17 6030 5777 C0370 – Rec. & Parks \$28,000 per year
2. Authorize the Mayor, Harry W. Rilling, to execute the First Amendment to the March 18, 2016 Agreement with FGB Construction Company for Project No. PM 2016-1 Pavement Management Program, for an amount not to exceed \$2,000,000.00.
Account No.: 09 17 4021 5777 C0021
09 17 4021 5777 C030
09 17 4021 5777 C0318
09 17 4021 5777 C0503
09 17 4021 5777 (Southwind/Marlin)
3. Acknowledge the receipt of the application for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesterly boundary of the property located at 1 Bates Court (Tax Lot 2-53-5-0) and heading south to the southerly terminus as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared for Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, at a scale of 1" = 20' on file in the Department of Public Works for a fee of \$14,400.00.
4. Schedule a Public Hearing of Necessity for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesterly boundary of the property located at 1 Bates Court (Tax Lot 2-53-5-0) and heading south to the southerly terminus as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, at a scale of 1" = 20' on file in the Department of Public Works for a fee of \$14,400.00. The Public Hearing of Necessity shall be conducted in order to hear all parties interested in commenting on the necessity of the proposed abandonment and to take such action on said application for abandonment that the Committee may deem advisable. The Public Hearing is scheduled for Tuesday, September 6, 2016 at 7:00 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

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5. Refer the sale of the excess City-Owned property located at 1 Bates Court (Tax Lot 2-53-5-0) as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015 at a scale of 1" = 20' on file in the Department of Public Works to Metropolitan Realty Associates, LLC for a fee of \$35,900.00 to the Planning Commission for a CGS 8-24 review.

6. Authorize the issuance of a Purchase Order to W.B. Mason Co., Inc. in the amount of \$79,762.93 for Department of Public Works work space systems in accordance with State of Connecticut Contract Pricing #15PSX0041.

Account No.: 09 17 7100 5777 C0119

7. Authorize the Mayor, Harry W. Rilling, to execute a construction easement with Mohawk Northeast, Inc. allowing temporary use of property situated at the northwest corner of the Bumell Boulevard Bridge for purposes of construction staging in connection with the Tunnel project at Wall Street, ConnDOT Project No. 102-333. Construction easement shall be extinguished when construction is completed (See map included).

8. Authorize the Mayor, Harry W. Rilling, to execute an Agreement(s) with H.W. Lochner for Design and Coordination Services in connection with Walk Bridge Program (State Project Nos. 301-0176, 301-0188, 0301-0181, 301-0187, 102-297, 301-0180) for a total sum not to exceed \$139,646.70.

Account No. 100% State Reimbursable

9. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Tighe and Bond, Inc. for a fee not to exceed \$15,000, to provide professional engineering services relative to investigating deficiencies and options for the portion of the Norwalk Levee located south of the Perry Avenue Bridge, adjacent to the Norwalk River.

Account No. 09 14 4027 5777 C0440

B. LAND USE AND BUILDING MANAGEMENT COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Sound Associates, Inc. for the installation of assisted listening device equipment at the following municipal buildings: Norwalk City Hall, Norwalk Police Dept. and Norwalk Senior Center for a total not to exceed \$114,474.00

Account No. 09161000 5777 C0536

- 1b. Authorize the Department of Human Relations to execute change orders on Contract for a total not to exceed \$11,447.00

- 2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Milan's Expert Renovations, LLC for the Mill Hill Town House roof and Yankee gutters replacement project for a total amount not to exceed \$65,650.00.

Account No. 0915/16/17 6310 5777 C0521

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- 2b. Authorize the Norwalk Historical Commission to issue Change Orders on Contract for a total not to exceed \$12,000.
3. Authorize the Purchasing Agent to issue a purchase order to Tone Klear Sonics/Integrated Systems Services, LLC for the repair and upgrade of Intrusion Systems at 10 schools for a total not to exceed \$60,876, plus a contingency allowance for not to exceed \$6,087 (Total of \$66,963).
Account No. 0915-5010-5777-CO537 Safety, Security Capital Budget
4. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Silver Petrucelli Associates for on-call architectural design services necessary to provide design support for the Board of Education to finalize the school facilities improvement plan. Total amount for services shall be for a total not to exceed \$75,000. Funds are available from FY2016-2017 School Improvement Capital Budget account.
5. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Stepping Stones Museum for Children for the use of 4 classrooms on the first floor of Ben Franklin Center from July 5, 2016 to August 5, 2016 to provide a summer camp program.
6. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Odyssey Early Learning and Enrichment Programs:
- a. for the use of the first and second floors of Nathaniel Ely Center for childcare programs from July 1, 2016 to August 31, 2018. Utility payment shall be \$2.50/sf/yr beginning on September 1, 2016
 - b. to provide funding to Odyssey Early Learning and Enrichment Programs through Child Daycare Contract grant and the School Readiness grant for educational child daycare services for toddler & preschool-aged children.
7. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Growing Seeds CDC:
- a. for the use of the first floor of Ben Franklin Center for full-day childcare programs from July 1, 2016 to August 31, 2018. Utility payment shall be \$2.50/sf/yr beginning on September 1, 2016
 - b. to provide funding to Growing Seeds CDC through the Child Daycare Contract grant for educational and child daycare services for toddlers and preschool-aged children
8. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Community Development Institute Head Start for the use and management of the Head Start program at Ben Franklin Center and Nathaniel Ely Center from July 1, 2016 to August 31, 2017. Utility payment shall be \$2.50/sf/yr beginning on September 1, 2016

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- VIII. RESOLUTIONS FROM COMMON COUNCIL
- IX. MOTIONS POSTPONED TO A SPECIFIC DATE
- X. SUSPENSION OF RULES
- XI. ADJOURNMENT

REAPPOINTMENTS

PLANNING COMMISSION
FRANCES DI MEGLIO (D)
60 Strawberry Hill Avenue
Norwalk, CT 06855

M/C

Nwtk. Code 79
Term Expires – 7/1/2020

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

Mayor Rilling called the meeting to order at 7:40 p.m. and led those present in reciting the Pledge of Allegiance.

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

I. ROLL CALL

Ms. King called the roll.

Council at Large:	Mr. Richard Bonenfant Mr. Douglas Hempstead Mr. Bruce Kimmel, Council President	Mr. Michael Corsello Mr. Nick Sacchinelli
District A:	Ms. Eloisa Melendez	Mr. Steven Serasis
District B:	Ms. Phaedrel Bowman	Mr. Travis Simms
District C:	Mr. John Kydes	
District D:	Ms. Shannon O'Toole-Giandurco	Mr. Michael DePalma
District E:	Mr. Thomas Livingston	Mr. John Igneri

There were fourteen (14) present and one (1) absent (Maggio).

II. ACCEPTANCE OF MINUTES

Regular Meeting: June 14, 2016

**** MR. IGNERI MOVED TO APPROVE THE MINUTES OF THE JUNE 14, 2016 REGULAR MEETING.**

**** THE MOTION PASSED WITH THIRTEEN (13) IN FAVOR (BONENFANT, CORSELLO, HEMPSTEAD, SACCHINELLI, KIMMEL, MELENDEZ, SERASIS, BOWMAN, SIMMS, KYDES, O'TOOLE-GIANDURCO, LIVINGSTON AND IGNERI) AND ONE (1) ABSTENTION (DEPALMA).**

III. PUBLIC PARTICIPATION

Mr. Stuart Wells came forward and said that he was present as a Registrar of Voters. He announced that there would be four Charter Questions on the 2016 ballot. He said that while people are aware of the Presidential candidates, they are often not aware of the

questions that may be included on the ballot. In order to let people know about those questions in advance, a large poster tri-fold has been put up in City Hall.

Ms. Martha Dumas of South Main Street, came forward to speak about the AMEC resolution . She said that she would like to be part of the decision making group. South Norwalk can not take any more of those types of businesses. The issue has been passed to P&Z now but the residents of South Norwalk would like to have a better quality of life.

Ms. Diane Lauricella of Blue Mountain Road came forward and said that there were two items on the agenda she would like to address tonight. She said that she thought there were two missed opportunities. She said that she hoped that there would be another Charter Commission to consider the more difficult questions. Ms. Lauricella said that it was not style or grammar but changing the wording from "from two year term" to "from two year term to a four year term" to make it clearer for the voter.

She also said that she was present to thank the Council for resurrecting the resolution for many reasons. As everyone celebrates their freedoms, they are also celebrating their rights as citizens to breathe clean air and the government to help them and to protect laws such as zoning and health laws.

Ms. Lauricella said that she was one of the many advisors that helped the South Norwalk Citizens for Justice. Even though she is not a South Norwalk resident, Ms. Lauricella said that she was proud to assist, but this is also an important issue to her as a Norwalk resident as well. The non-binding resolution presents the Council with a wonderful opportunity to have great influence to change many attitudes. Ms. Lauricella suggested that the Health, Safety and Welfare Committee should look at the AMEC site, a site on High Street, the Grasso site, and the City Carting site. She said that she was sure that they could work together to address the enforcement. The Personnel Committee should hold the staff accountable that were ignoring the issues for a long time. The Public Works Committee and the Planning Committee would have a chance to review the plans and see if they follow the Plan of Conservation and Development. The Finance and Budget Committees can control the budget and increase staff if more enforcement is needed.

Ms. Lauricella said for the record, that there was a misunderstanding about one of her previous statements. She said that she never felt that the Ordinance Committee hesitated to address issues and try to make changes with the triple damages. She stated for the record that it was the staff that postponed handling the triple damages. She said that there needs to be a review of staff expectations and there needs to be an enforcement plan. Ms. Lauricella said she would be holding the Council Members to this. She concluded her remarks by saying this was an opportunity for the Council Members to right some of the issues here.

Mr. Floriberto Jimenez came forward to speak about the truck traffic on Lubrano Place. There are many heavy trucks that may damage the street.

Mr. Ernie Dumas of South Main Street came forward to thank the Council for the resolution. He said that there was still work to do. The residents in South Norwalk want the same benefits that anyone else has. The South Norwalk Citizens for Justice don't want this to be a case of bickering or arguing. They are trying to do this in a civil manner. South Norwalk has been waiting for a long time for answers from the Council. The South Norwalk Citizens for Justice would also like to be at the table for the injunction. He thanked the Council Members for their efforts.

Mr. Lou DiMeglio of Lubrano Place came forward and thanked the Council for their resolution. He said that he was with the South Norwalk Citizens for Justice. Mr. DiMeglio said that he has lived in South Norwalk for a long time and he has seen the city grow. Unfortunately, his area is growing the wrong way. There are people who refer to South Norwalk as "the ghetto" or "the slums". He said that when people drive down Ely Avenue or Lexington Avenue, they see garbage and broken bottles and people who are drunk hanging around. People don't see that on Washington Street or other areas in Norwalk because it is not allowed to happen there. He said that the train station is one of the crown jewels of South Norwalk. His son commutes to Manhattan and sees all the garbage and trash. This issue needs to be addressed. He then spoke about the cease and desist orders. Mr. DiMeglio said that the Council Needs to think about Zoning regulations to give everyone in South Norwalk a quality of life.

Ms. Sylvia Hall came forward and said that she lives on Lubrano Place right next to AMEC property and there is a wood burning plant behind her property. When they bought the property twelve years ago, they did not know the diesel station was 2 feet from their garage and 17 feet from their door. There are diesel fumes in the air while the trucks are waiting to fill up and they can't open their doors or windows because of it. The noise is constant, so she can't talk on the phone unless she is on the other side of the house. The trucks start coming in at 5 a.m. and they are working until 7:30 or 8 at night making repairs on the equipment. She said that the cease and desist orders don't seem to make much difference.

Mr. M. Jeter came forward and said that he lives at 22 Lubrano Place. He asked the Council Members what they would do if they lived at his house. The brand new asphalt street is cracking because of the heavy trucks. There is loud noise. He said that he understood that people have to make money and have businesses. He suggested that the plants be moved to one side away from everyone.

State Representative Bruce Morris said that South Norwalk has historically endured more than its share of undesirable businesses. Often if no one else wants a business, they try to put it in South Norwalk. Enough is more than enough. He said that the resolution was well crafted and thought out. It will be important to insure that the City Department heads enforce the Zoning regulations that are on the books so there isn't another situation in the future where a business has cease and desist orders for years. He said that he wanted to be on the record for his comments and was the State Representative. State Representative Morris asked the Council Members to drive around and ask themselves if

that was the type of business that they would want next to their house or on their street. These businesses are out of character for the neighborhood and out of touch. He said that according to an article in the Norwalk Hour, Fairfield County had some of the worse air quality in the country.

Mr. John Mosby came forward to address the Council. He said that there was a meeting of the Board of Education scheduled at the same time. He said that he has lived here for over 60 years. He said that when there was a group they don't come to the whole community. He said that they don't know what is going on. These were violations. The Planning and Zoning inspector is supposed to go down and inspect the site and they don't. He said that he had written to an official but got no response. Other towns are sending the junk to Norwalk. This is wrong. When it comes to Zoning, the Council doesn't want to hear about it. The community has something to say about this. Martin Luther King Boulevard was not intended for large trucks, it was supposed to be for small businesses. The people living down there can't breathe and the noise is continual. He said that they were sick and tired of this game playing and they do pretty well in court. He said that he was supposed to be on the committee but they felt it caused too much trouble. With all the truck traffic and problems, he won't get anything for his house. He said that he was addressing Mayor Rilling that he needed to do his job. this game is over.

IV. MAYOR:

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none to consider at this time.

APPOINTMENTS: There were none to consider at this time.

REAPPOINTMENTS: There were none to consider at this time.

MAYOR'S REMARKS:

Mayor Rilling made the following announcements:

- The City of Norwalk has once again received AAA bond rating from the three major bond rating agencies, Moody's Investors Service, S&P Global Ratings, and Fitch.
- The Mayor's Summer Youth Employment Program is in full swing.
- The 2015-2017 Common Council portrait is now on display at the Council Chambers.
- Several concerts are scheduled in the summer. They are listed on the city website.
- July 16th is Norwalk Day at Bridgeport Bluefish Ballpark.
- Independence Day Fireworks for Norwalk have been scheduled for Sunday, July 3rd, with a rain date of Tuesday, July 5th.
- Fireworks for Rowayton have been scheduled for Sunday, July 5th.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Mr. Kimmel pointed out that the Triple A bond rating saves the City hundreds of thousands of dollars a year. There was a very solid report from the City auditors and the year is ending with the triple A bond rating.

RESIGNATIONS AND APPOINTMENTS:

RESIGNATIONS: There were no resignations to consider at this time.

APPOINTMENTS:

Michelle L. Coppola, Ethics Board

**** MR. HEMPSTEAD MOVED TO NOMINATE MS. COPPOLA FOR THE ETHICS BOARD.**

Mr. Hempstead said that it was nice to see the younger generation stepping forward to take positions.

Mr. Bonenfant said that he knew Ms. Coppola and agreed with Mr. Hempstead that it was nice to see the younger generation stepping forward to take positions.

**** THE MOTION TO APPOINT MS. COPPOLA FOR THE ETHICS BOARD PASSED UNANIMOUSLY.**

Ms. King administered the oath of office to Ms. Coppola.

REAPPOINTMENTS: There were no reappointments to consider at this time.

Mr. Kimmel then said this was basically the last step in the process for the Council. He outlined the remaining steps. The agenda has the language of four questions that were presented to the Council from the Charter Commission.

Approval of Charter Questions for 2016 Ballot:

- a) Shall the term of the Mayor and Town Clerk be changed from 2 to 4 years?
- b) Shall the offices of City Treasurer, City Sheriff and Selectman be eliminated?
- c) Shall the annual salary of each Common Council member be set at two percent (2%) of the base salary of the Mayor?

- d) Shall all Charter references to members of the Common Council be gender-neutral?

**** MR. KIMMEL MOVED TO AMEND THE CRC RECOMMENDATION FOR QUESTION B TO READ AS FOLLOWS: "SHALL THE OFFICES OF CITY TREASURER, CITY SHERIFF AND SELECTMAN BE ELIMINATED FROM THE CHARTER?"**

**** THE AMENDMENT PASSED UNANIMOUSLY.**

**** MS. MELENDEZ MOVED TO AMEND THE WORDING OF THE OF CHARTER QUESTIONS FOR THE 2016 BALLOT FROM:**

- A) SHALL THE TERM OF THE MAYOR AND TOWN CLERK BE CHANGED FROM 2 TO 4 YEARS?**
- B) SHALL THE OFFICES OF CITY TREASURER, CITY SHERIFF AND SELECTMAN BE ELIMINATED?**
- C) SHALL THE ANNUAL SALARY OF EACH COMMON COUNCIL MEMBER BE SET AT TWO PERCENT (2%) OF THE BASE SALARY OF THE MAYOR?**
- D) SHALL ALL CHARTER REFERENCES TO MEMBERS OF THE COMMON COUNCIL BE GENDER-NEUTRAL?**

TO:

- A) SHOULD THE TERM OF THE MAYOR AND TOWN CLERK BE CHANGED FROM 2 TO 4 YEARS?**
- B) SHOULD THE OFFICES OF CITY TREASURER, CITY SHERIFF AND SELECTMAN BE ELIMINATED FROM THE CHARTER?**
- C) SHOULD THE ANNUAL SALARY OF EACH COMMON COUNCIL MEMBER BE SET AT TWO PERCENT (2%) OF THE BASE SALARY OF THE MAYOR?**
- D) SHOULD ALL CHARTER REFERENCES TO MEMBERS OF THE COMMON COUNCIL BE GENDER-NEUTRAL?**

**** THE MOTION TO AMEND THE WORDING CHARTER QUESTIONS AS OUTLINED PASSED UNANIMOUSLY.**

Mr. Kimmel thanked everyone and said that he would try to keep everyone informed as the questions that work their way through the remaining steps of the process.

**** Mr. Hempstead moved to have each of the four questions voted on separately.**

Mr. Bonenfant asked whether the word "Should" would imply that it was a suggestion but not necessarily an action. He said that he just wanted to clarify with Corporation Counsel about the word "should" and felt it should be clear to the voters. Atty. Coppola pointed out in a statute, one would see the word "shall" used and "shall" may be perceived as being more binding than "should". Mr. Kimmel said that "should" carries the connotation of advisability while "shall" is a legal term. Discussion followed. Atty. Coppola said that the discussion was somewhat disingenuous since the matter had already been vote on.

Mr. Kimmel pointed out that the Council was voting on the right of Norwalk residents to make the decision on these issues. Mr. Hempstead said that while he was elected to represent his constituents and felt it would be a disservice not to separate something like this. Discussion followed.

**** THE MOTION TO HAVE EACH OF THE QUESTIONS VOTED ON SEPARATELY FAILED TO PASS WITH FOUR (4) IN FAVOR (BONENFANT, HEMPSTEAD, SERASIS, AND O'TOOLE-GIANDURCO) AND NINE (9) AGAINST (CORSELLO, KIMMEL, SACCHINELLI, MELENDEZ, SIMMS, KYDES, DEPALMA, IGNERI, AND LIVINGSTON) AND ONE (1) ABSTENTION (BOWMAN).**

**** MR. KIMMEL MOVED TO APPROVE THE FOUR CHARTER QUESTIONS AS AMENDED.**

**** THE MOTION TO APPROVE THE FOUR CHARTER QUESTIONS AS AMENDED PASSED WITH NINE (9) IN FAVOR (CORSELLO, KIMMEL, SACCHINELLI, MELENDEZ, SIMMS, KYDES, DEPALMA, IGNERI, AND LIVINGSTON), THREE (3) AGAINST (BONENFANT, HEMPSTEAD AND O'TOOLE-GIANDURCO) AND TWO (2) ABSTENTIONS (BOWMAN AND SERASIS).**

B. CONSENT CALENDAR: VII.A.1, VII.B.1

VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS

A. CORPORATION COUNSEL

B. BOARD OF ESTIMATE AND TAXATION

VII. COMMON COUNCIL COMMITTEES

**** MR. SIMMS MOVED THE FOLLOWING ITEMS ON THE CONSENT CALENDAR:**

A. FINANCE COMMITTEE

1.) APPROVE A SPECIAL CAPITAL APPROPRIATION IN THE AMOUNT OF \$83,000 TO FUND THE REMOVAL OF UNDERGROUND STORAGE TANKS (09163110-5777-C0542).

B. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

1.) AUTHORIZE THE MAYOR, HARRY W. RILLING, TO SIGN THE CONTRACT RENEWAL WITH EMERGENCY COMMUNICATION NETWORK (ECN) FOR THE CODE RED EMERGENCY NOTIFICATION SYSTEM UNLIMITED SERVICE FOR THE PERIOD OF JULY 1, 2016 TO JUNE 30, 2017, IN THE AMOUNT OF \$37,500. ACCOUNT #: 013160-5258

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

VIII. RESOLUTIONS FROM COMMON COUNCIL

**PROMOTION OF SAFE PRACTICES IN AREAS WHERE RESIDENTIAL
AND INDUSTRIAL NEIGHBORHOODS MEET**

Sponsored by:

Thomas P. Livingston, Phaedrel L. Bowman, Richard J. Bonenfant, Michael R. Corsello, Michael DePalma, Shannon O'Toole - Giandurco, Douglas Hempstead, John E. Ignieri, Bruce I. Kimmel, John T. Kydes, Michelle A. Maggio, Eloisa M. Melendez, Nicholas Sacchinelli, Steve Serasis, Travis L. Simms

WHEREAS, the Common Council acknowledges that Norwalk residents throughout the City have voiced their concerns about the safety and health hazards posed by AMEC Carting; and

WHEREAS, AMEC Carting have been out of compliance with City Zoning regulations and, in light of this, the Common Council hereby expresses its concern about the need to ensure compliance with current City, State and Federal laws and regulations; and

WHEREAS, in particular, the Common Council declares the City's intent that AMEC Carting and all entities conducting business in the City operate in

compliance with applicable laws, ordinances and regulations, including Article 70 of the City's Building Zone Regulations.

THEREFORE, be it resolved that the Common Council of the City of Norwalk, Connecticut, reaffirms the importance of upholding and enforcing all applicable laws, regulations and ordinances intended to protect the general health, safety and welfare of the community and in particular those intended to protect neighborhoods surrounding industrial properties; and

THEREFORE, be it further resolved that the applicable City departments take prompt action, including the commencing of civil litigation, if appropriate, in situations where industrial companies are out of compliance with applicable laws and/or regulations; and

THEREFORE, be it further resolved that the Common Council recommends that any bidder who bids on a City contract while being out of compliance with any law and/or regulation be disqualified on the basis of being "not responsible" until such time as the bidder remedies any violation in order to return to full compliance with all applicable laws and regulations.

Mr. Livingston said that two weeks ago, the Council had tabled the resolution. In light of recent events, he would like to offer an amendment the Resolution by removing the words "AMEC Carting" and substituting the words "industrial companies".

**** MR. LIVINGSTON MOVED TO AMEND THE RESOLUTION AS FOLLOWS:**

**PROMOTION OF SAFE PRACTICES IN AREAS WHERE RESIDENTIAL
AND INDUSTRIAL NEIGHBORHOODS MEET**

Sponsored by:

THOMAS P. LIVINGSTON, PHAEDREL L. BOWMAN, RICHARD J. BONENFANT, MICHAEL R. CORSELLO, MICHAEL DEPALMA, SHANNON O'TOOLE - GIANDURCO, DOUGLAS HEMPSTEAD, JOHN E. IGNERI, BRUCE I. KIMMEL, JOHN T. KYDES, MICHELLE A. MAGGIO, ELOISA M. MELENDEZ, NICHOLAS SACCHINELLI, STEVE SERASIS, TRAVIS L. SIMMS

WHEREAS, THE COMMON COUNCIL ACKNOWLEDGES THAT NORWALK RESIDENTS THROUGHOUT THE CITY HAVE VOICED THEIR CONCERNS ABOUT THE SAFETY AND HEALTH HAZARDS POSED BY INDUSTRIAL COMPANIES; AND

WHEREAS, INDUSTRIAL COMPANIES HAVE BEEN OUT OF COMPLIANCE WITH CITY ZONING REGULATIONS AND, IN LIGHT OF THIS, THE COMMON COUNCIL HEREBY EXPRESSES ITS CONCERN ABOUT THE NEED TO ENSURE COMPLIANCE WITH CURRENT CITY, STATE AND FEDERAL LAWS AND REGULATIONS; AND

WHEREAS, IN PARTICULAR, THE COMMON COUNCIL DECLARES THE CITY'S INTENT THAT INDUSTRIAL COMPANIES AND ALL ENTITIES CONDUCTING BUSINESS IN THE CITY OPERATE IN COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES AND REGULATIONS, INCLUDING ARTICLE 70 OF THE CITY'S BUILDING ZONE REGULATIONS.

THEREFORE, BE IT RESOLVED THAT THE COMMON COUNCIL OF THE CITY OF NORWALK, CONNECTICUT, REAFFIRMS THE IMPORTANCE OF UPHOLDING AND ENFORCING ALL APPLICABLE LAWS, REGULATIONS AND ORDINANCES INTENDED TO PROTECT THE GENERAL HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND IN PARTICULAR THOSE INTENDED TO PROTECT NEIGHBORHOODS SURROUNDING INDUSTRIAL PROPERTIES; AND

THEREFORE, BE IT FURTHER RESOLVED THAT THE APPLICABLE CITY DEPARTMENTS TAKE PROMPT ACTION, INCLUDING THE COMMENCING OF CIVIL LITIGATION, IF APPROPRIATE, IN SITUATIONS WHERE INDUSTRIAL COMPANIES ARE OUT OF COMPLIANCE WITH APPLICABLE LAWS AND/OR REGULATIONS; AND

THEREFORE, BE IT FURTHER RESOLVED THAT THE COMMON COUNCIL RECOMMENDS THAT ANY BIDDER WHO BIDS ON A CITY CONTRACT WHILE BEING OUT OF COMPLIANCE WITH ANY LAW AND/OR REGULATION BE DISQUALIFIED ON THE BASIS OF BEING "NOT RESPONSIBLE" UNTIL SUCH TIME AS THE BIDDER REMEDIES ANY VIOLATION IN ORDER TO RETURN TO FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

Mr. Livingston said that this amendment changes the focus to address all of Norwalk rather than just one company and recognizes the fact that they appreciate the concerns of those living in South Norwalk. He said that the resolution was sponsored by every member of the Council and that they all expect that industrial companies in the City to follow the laws and expect the City to take appropriate action when the companies violate the law.

**** THE MOTION TO APPROVE THE AMENDMENT TO THE RESOLUTION PASSED UNANIMOUSLY.**

Ms. Bowman thanked Mr. Livingston for this. She said that a few different issues were brought to her attention about this issue. While most of the issues are zoning regulations, there are some things that the Council can do. She then spoke about creating buffers between businesses and residences. City Carting may have a cease and desist order against them and there needs to be something done about this. This is just a start and the Council needs to keep this moving forward. This is a safety issue.

Atty. Coppola pointed out that the Zoning Enforcement Officer has a tool box to deal with these issues. He explained that a cease and desist order would not help unless the property was being sold or a loan was being taken out. He said that a citation process has

more weight to it along with the blight enforcement. Mayor Rilling said that two hearing officers have been appointed to handle these types of cases. Atty. Coppola said that he was starting to see these cases processed more quickly.

Mr. Simms asked if there was a fine structure for these types of issues. Atty. Coppola said that there was an ordinance and gave the details of the citation process that the City must follow. Mayor Rilling said that with the two hearing officers and more legal staff, the cases should move more quickly. Mayor Rilling said that sometimes it takes longer than everyone would like but there will be changes. Atty. Coppola said that while some people are still frustrated about the violations that have continued, there have been a number of cases where the situations have been remedied. Mayor Rilling said that he would get a list of the properties where issues have been addressed and remedied.

Mr. Simms said that the City should be able to take further action when a cease and desist order is ignored. Atty. Coppola said that the citation process actually has a strong impact and can end up with the property in foreclosure.

Mr. Serasis said that he lives on one of the streets where this happened. This has been going on for decades and the Council can't move fast enough. He said that on high Street, there is a stone quarry that back yards are only separated by fences from private residents. This is not fair to do this to people. Renters shouldn't be subjected to having stone quarries in their backyards.

**** MR. LIVINGSTON MOVED TO APPROVE THE RESOLUTION AS AMENDED.**

**** THE MOTION TO APPROVE THE RESOLUTION AS AMENDED PASSED UNANIMOUSLY.**

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

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

X. SUSPENSION OF RULES

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

XI. ADJOURNMENT

**** MR. IGNERI MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 9:06 p.m.

Respectfully submitted,

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**MINUTES
7:30 PM EST**

**JUNE 28, 2016
COUNCIL CHAMBERS**

S. L. Soltes
Telesco Secretarial Services

D

Frances Di Meglio
Norwalk, CT 06855
203-216-8318 / dimegliofran@aol.com

COMMUNICATIONS THOUGHT LEADER

Strategic Communications ~ Media Relations ~ Legislative Affairs

Innovative communications strategist with extensive experience in designing, aligning and delivering integrated communications plans, media relations campaigns, employee engagement, branding and product launches. Direct industry events, structure executive messaging, align legislative priorities, manage crisis management. Areas of expertise include:

Strategic Communications
Media Relations
Employee Engagement
Social Media
Legislative Affairs

Advertising
Branding
Community Relations
Marketing Communications
Coaching and Consulting

PROFESSIONAL EXPERIENCE

FranDiMeglioConsulting
Consulting Services

Norwalk, CT
1/2014 - Present

Media Relations | Strategic Communications | Public Relations | Branding
Executive Messaging | Marketing Communications | Advertising | Relationship Management
Crisis Management | Corporate Image | Community Relations | Legislative Affairs
Corporate Responsibility | Political Campaigns

Northrop Grumman Corporation
Manager - Communications, Legislative & Civic Affairs

Norwalk, CT
1996 – 12/2013
(Facility Shut Down)

- Member of executive management team.
- Plan, direct, manage all Communications, Legislative Affairs and Civic Affairs activities for the Norden Systems Business Unit.
- Organizational Responsibility - Communications, Legislative Affairs, Civic Affairs, Records Management, Resource Center.
- Establish and manage media relations, branding and marketing campaigns.
- Leverage communications strategies ensuring tactical alignment with strategic plan.
- Manage legislative affairs objectives at the local, state and federal level.
- Structure civic affairs programs for maximum impact and return on investment.
- Lead cross-functional teams, manage direct reports and cross functional staff.
- Ability to lead, collaborate and reach consensus at all levels of the organization

Media Relations - Company Spokesperson. Develop and direct all media relations plans, product campaigns, programs, and social media strategies. Create and issue news releases consistent with integrated communications plans. Plan and implement strategic media plans for executives, executive speeches and presentations. Organize National Press Club briefings, industry events, trade shows, investor's conference and analysts meetings.

Strategic Communications - Develop and execute internal and external integrated communications plans for C-Suite, industry events, product launches, employee engagement, civic affairs, and crisis management. Develop key messages for executives, for both internal and external content, in line with company's business objectives and strategic plans.

Employee Communications - Develop and direct all internal communications strategies for employee base, both salary and bargaining unit. Plan special events; develop messaging for social media, intranet and internet home page, digital signage, monthly newsletter. Establish lunch & learn series, plan quarterly town hall meetings and roundtables with employees. Chair Diversity Council and Environmental Health and Safety Communications Committee.

Advertising & Branding - Manage development and implementation of advertising campaigns, brochures, fact sheets, videos, scripts and other collateral material to meet advertising and branding objectives.

Crisis Management – Public Information Officer for Crisis Management Team, Emergency Response Team and Business Resumption Team. Member of Facility Command Staff for NIMS (National Incident Management System).

Government Affairs - Direct and implement federal, state and local government relations strategies in line with corporate governance. Plan and manage congressional visits. Prepare briefings for federal, state and local officials.

Civic Affairs – Structure all community outreach programs and employee volunteer activities; plan budgets and implementation strategies. Work in partnership with educational institutions and non-profits to identify areas for most impact. Track effectiveness of citizenship investments.

EDUCATION

Master of Business Administration – Sacred Heart University, Fairfield, CT
Bachelor of Science in Management – Fairfield University, Fairfield, CT
Norwalk Chamber of Commerce Leadership Institute – Norwalk, CT

BOARDS/COMMISSIONS/ASSOCIATIONS

City of Norwalk Planning Commission – Vice Chair
Norwalk Chamber of Commerce - Government Affairs Committee; Leadership Institute
Norwalk Police Activities League – Board Member
CAPP-USA (Centesimus Annus Pro Pontifice, Inc.) – Former Board Member
St. Thomas Church Advisory Council – Past Chair
St. Philip Church Capital Campaign – Past Chair
St. Mary Church – Public Relations Advisor
Public Relations Society of America
International Association of Business Communicators
National Association of Manufacturers
Connecticut Business Industries Association
Greater Norwalk Chamber of Commerce

V.A

CITY OF NORWALK

CITY HALL
125 EAST AVENUE, P.O. BOX 5125
NORWALK, CONNECTICUT 06856-5125

LAW DEPARTMENT



TEL: (203) 854-7750
FAX: (203) 854-7900

April 5, 2016

By Hand

Honorable Bruce Kinnel
Council President
City of Norwalk Common Council
125 East Avenue
Norwalk, CT 06856

Dear Bruce:

I am pleased to enclose the Charter Revision Commission ("CRC") Report to the Norwalk Common Council dated April 5, 2016.

First, I would like to acknowledge the hard work and dedicated efforts of each of the CRC members.

I would also like to acknowledge Steve Keogh who drafted the CRC Report, and Vice Chairman, Jerry Petrini for his carefully considered opinions and guidance.

I would also like to acknowledge the Corporation Counsel Mario Coppola, Mario's legal advice was indispensable to the CRC's efforts.

Finally, I would like to acknowledge Barbara Tiscia's ongoing assistance during the CRC process.

I am grateful for the opportunity to serve the City of Norwalk as Chairman of the CRC.

Respectfully submitted,

William F. Fitzgerald, Chairman
Charter Revision Commission

cc: The Members of the Charter Revision Commission
Mario Coppola, Corporation Counsel



**REPORT OF THE CHARTER REVISION COMMISSION TO THE
COMMON COUNCIL OF THE CITY OF NORWALK
APRIL 5, 2016**

I. Introduction

The Common Council, at its January 12, 2016 meeting, empaneled this Charter Revision Commission, pursuant to the procedure set out in Connecticut General Statutes Section 7-187, et seq., to consider specific changes in regard to the Charter of the City of Norwalk, adopted by Special Act of the Legislature in 1913, and revised and amended from time to time since then. Specifically, the Common Council sought recommendations of the Commission in regards to whether charter revisions should be proposed to the voters to:

1. Amend Section 1-166 to provide that the town and city election for the office of Mayor shall occur every four years rather than biennially
2. If the Mayoral term is increased to four years, then amend Charter Section 1-166 so there is a two-term limit for the Mayor
3. Investigate the possibility of extending the terms of Common Council members, the Town Clerk and other City officials to four years
4. Investigate the possibility of amending Charter Section 1-167 to correspondingly adjust the election of the members of the Board of Education, which are currently on the ballot "at each general municipal election"
5. Amend Charter Section 1-166 to remove all references to Selectman, City Treasurer and Sheriff
6. Amend Charter Sections 1-215 and 1-224 to remove all references to the salaries of City

officials; or, investigate the possibility of amending those sections so the Board of Estimate and Taxation sets the salaries of city officials

In carrying out its charge, the Commission held one organizational meeting, two public hearings, and three deliberation (i.e. work) sessions. It received testimony and written submissions from a number of members of the public, as well as from the Board of Education, the Registrars of Voters and other civic and/or political groups. It is notable that at both public hearings, there were speakers who asked that the Commission expand the scope of its consideration and proposals to include other subjects that were not included within the initial set of subjects that the Common Council requested the Charter Revision Commission to consider.

The Commission, due to the short timetable necessitated by the April 5 due date for its report, has (with one exception hereinafter noted) focused on that charge as its first priority, a focus that has not left sufficient opportunity to fully and seriously consider the policies and revisions that would be necessary to address the other matters raised before the Commission. The Commission further recognizes that, while the Commission does have the ability to consider matters beyond its charge, great deference is due to the Common Council that empaneled it on the question of scope, as that Common Council is comprised of the people's representatives, chosen by the electorate through the democratic process. The Commission does, nonetheless, acknowledge the value of the hearing process in bringing forward for further consideration and possible future Charter Revision Commission(s), proposals regarding Norwalk's governmental structure. Accordingly, in an Appendix to this report, the Commission transmits to the Council an overview of the subject matters outside of the Commission's charge that were brought forward at those hearings.

The following report is a summary of the results of the Commission's work, setting out those revisions to the Charter that the Commission is proposing, as well as address those items that were within the Commission's charge concerning which, after due consideration, the Commission proposes no changes.

II. Proposed Changes - Text and Discussion

The Commission proposes four sets of revisions to the Charter. These are addressed as follows, with each being captioned by the language that the Commission suggests as the ballot question language for each proposal that the Common Council chooses to send to the voters for action.

A. "Shall the term of Mayor and Town Clerk be changed from 2 to 4 years?"

The Commission is unanimous in its support of changes to the Charter that would extend the term of the Mayor and Town Clerk from two years to four years (Exhibit 1). In this regard, the Commission proposes certain revisions to the Charter that would preserve the current staggered biennial appointment of

members of the Board of Estimate and Taxation (Exhibit 2), as well as to provide for the filling of a vacancy in the office of Mayor at the next municipal election if that vacancy occurs early enough in the mayoral term (Exhibit 3). The Commission proposes that each of these three revisions be included on the ballot under the quoted ballot question above.

The reasons for adopting a four-year term for Mayor and Town Clerk are several. First, the members of the Commission believe that adoption of a four-year term will promote effective administration in both offices.

The Office of the Town Clerk, while selected as part of the political process, once elected is almost entirely administrative and ministerial in nature. The duties of that Office are both extensive and complex, involving maintaining the town's land records and vital statistics, as well as administering certain state functions such as the issuance of hunting and fishing licenses. The Town Clerk's office also plays an important role in the election process in regard to the issuance of absentee ballots. Given the extent and nature of the Town Clerk's responsibilities, the consensus of the Commission is that a four-year term gives even a new Town Clerk a sufficient period of time to familiarize himself or herself with those responsibilities and provide the voters with a sufficient track record to judge his or her success in that office.

While the office of Mayor is more political than that of the Town Clerk, the administrative duties of the Mayor are a core function of that office as well, and a large portion of the Mayor's time is spent overseeing the provision of basic municipal services. In this respect, the argument in favor of a four-year term is the same as for the Town Clerk, i.e., that a new Mayor has an extensive learning curve, and that a four-year term allows a Mayor sufficient time to learn the ropes of the position before being judged by the electorate on his or her performance in the job.

Beyond the purely administrative functions of the office, the Mayor has an important governmental role that has no equivalent in the Town Clerk -- that role in defining and promoting public policy on a wide range of local issues. This function is carried out in conjunction with the Common Council and other city bodies, and is a function not just of the Mayor's day-to-day involvement with municipal administration, but also and importantly: 1) as a function of the Mayor's appointment powers; and 2) the Mayor's role on city boards and commissions, most notably the Board of Estimate and Taxation, and the Police and Fire Commissions. In this area of public policy, the lengthening of the mayoral term to four years would allow the Mayor to focus on a longer time frame for policy decisions, enabling her or him to play a leadership role in

adopting policies that may require several years before they can be appraised in their full context by the electorate.

As the cost of mayoral election campaigns has increased over the last decades, our city is approaching a point where continued biennial elections contribute to a political culture where the Mayor (and the Mayor's prospective challengers) will need to fund-raise from the very beginning of the two year term in order to meet the financial demands of election or re-election. Shifting to a four-year term opens up a greater space for governing rather than campaigning and fundraising. And in conjunction with the longer-term policy focus discussed above, the four-year term creates greater possibilities for thoughtful and well-planned policy and leadership at the Mayoral level.

While the Commission does recognize the perception that less frequent elections provide fewer opportunities for voters to hold the Mayor accountable, the four-year term puts a Mayor in office for a long enough period to allow voters to fairly judge the entirety of that term at the next election.

The other concern that the Commission considered was the likelihood that in the "mid-term" municipal elections, i.e., the elections in which there is no Mayoral contest, there will be a fall-off in voter turnout. While the Commission recognizes that there will likely be some fall-off in voter turnout when there is no "top of the ticket", the Commission has chosen to recommend no other changes to municipal elected official terms or electoral timetables. It is the Commission's hope that the preservation of the established voting schedule in all other respects will minimize confusion in regard to the electoral process and continue to sustain turnout in the off-year elections, as voters elect their representatives to the Common Council, Board of Education and taxing district offices.

B. "Shall the offices of City Treasurer, City Sheriff and Selectman be eliminated?"

At the time of the adoption of the Charter in 1913, the offices of City Treasurer and City Sheriff had specific duties that were necessary to the City at that time. Throughout the years and as the result of various revisions to the Charter, these two offices have lost any real function in Norwalk's government. Likewise, the functions of the three Selectmen, already significantly limited by the original 1913 Charter, no longer exist in any real way.

Under these circumstances, the elimination of these offices should not effect the functioning of municipal government in any significant manner. Elimination would bring a small cost savings (each of these three offices carries a very small

salary under current Charter provisions), but perhaps more importantly, would allow the shortening of the municipal ballot to the point where at some elections municipal ballots may be printed on one side.¹

The proposal involves revising Charter Section 1-166 (Exhibit 1) to eliminate the offices in question, as well as deleting or revising specific Charter sections to delete both the salaries and the language regarding official functions of these positions, language that as noted above has been rendered superfluous by prior revisions to the Charter. (Exhibits 5 and 6)

C. Shall the annual salary of each Common Council member be set at two percent (2%) of the base salary of the Mayor?

Section 1-225 of the Charter provides that "the compensation of all officers and employees of said City of Norwalk shall be fixed by the Council" with the exception of the compensation of the members of the Common Council itself, whose compensation is currently fixed at \$600 per year.

Service on the Common Council is important to the proper functioning of our municipal government, and is extraordinarily time-consuming for its members. The current compensation level, in place since 1980, does not approach a fair level of compensation for the time and effort most members of the Common Council give to the job. Nevertheless, the Commission did not envision any adjustment of the Council's compensation as giving a salary commensurate with the time and responsibility of a Council member's job.

Rather, the Commission recognizes that service on the Common Council is *and ought to be* primarily driven by the impulse towards public service, and that it would not benefit or improve our municipal government if compensation for Common Council members were set at a level high enough to attract candidates as a money-making opportunity. Still, it is only fair that Common Council members, who often informally and regularly expend out-of-pocket expenses in furtherance of their public role, receive a level of compensation that recognizes their service and ensures that this service is not inevitably a *money-losing* proposition for them.

1

The switch over the last decade from mechanical voting machines to optically-scanned, computer-tabulated paper ballots has resulted in the need at some elections for the paper ballot to be two sided, in order to accommodate all of the offices up for election. This has, in turn, resulted in some voter confusion and the failure of some voters to cast votes on the second side of the ballot. While ultimately this phenomenon must be addressed by ongoing voter education efforts, the Commission accepts that there is a value to being able to group all elective offices on one side of the ballot.

From the start, the Charter has wisely provided that the Common Council does not control its own compensation level. To date, however, this has been accomplished by fixing a dollar amount for Council compensation in the Charter itself. This approach has resulted in multiple decades passing between adjustments of Council compensation, which in turn has resulted in that compensation over time coming to represent only a fraction of that compensation's original value in real dollar terms.

The Commission's proposal would address this situation in two ways. First, it would re-set the Common Council compensation at a level that is more realistic than the current \$600 per year level. The proposed formula, 2% of the Mayor's base salary, would currently represent approximately \$2,281.70. (Exhibit 4). By contrast, \$600.00 in 1980 dollars (the year the current figure was adopted) is the equivalent of \$1,850.26 in 2016 dollars.² The proposed level, then, is not out of line with historical levels of Common Council compensation.

The second manner in which the Commission's proposal addresses the Council's compensation is by abandoning the approach of fixing that compensation in the Charter as a straight dollar amount, choosing instead to peg that compensation as a percentage of the Mayor's base salary. In that manner, neither the Council nor the Board of Estimate and Taxation would directly set the Council's compensation, but that compensation instead would be able to rise appropriately over time to reflect inflation. This latter goal could be achieved by introducing an annual percentage adjustment, but the Commission suggests at a fixed percentage of the Mayor's base salary is a simpler approach, readily understandable to the public and not requiring an ever-lengthening series of annual calculations, each based on prior years.

Likewise, the political process in Norwalk has historically kept the Mayor's salary in check, and the Commission does not see a great danger of the Common Council voting runaway mayoral salaries as a means towards increasing their own compensation.

Finally, it is worth noting that the fiscal impact of the proposed change would be minimal. By definition, the collective cost of 15 Common Council member salaries would be equal to 30% of the Mayor's base salary in total. This is well within the ability of the City's finances, and it will be well worth the expense if it encourages and supports the proper functioning of a public-spirited Common

² By comparison, the Common Council salary of \$300 per year set in 1933 would be worth \$5,416.60 in 2016 dollars, and the original Common Council salary of \$100 per year, effective January 1, 1914, would be worth \$2,365.25 in 2016 dollars.

Council.

D. Shall all Charter references to members of the Common Council be gender-neutral?

This is the one proposal that falls outside of the Commission's original charge, but the Commission's members feel strongly that the time has come for this adjustment to be made. The existing Charter was adopted approximately seven years before the Twentieth Amendment assured women the right to vote, and as the one hundredth anniversary of the ratification of that Amendment approaches, it is fitting that the City of Norwalk take this step. While these revisions do not change the substance or structure of the Charter, they do represent a long-overdue and important recognition that our municipality's governing document should be free of language that would even suggest gender bias of any sort.

III. Items for Which No Change is Proposed - List and Discussion

A. Mayoral Term Limits

The Commission considered the question of whether or not a four-year mayoral term should be accompanied by a two-term limit on the office of Mayor, and has chosen to not recommend the adoption of term limits.

The strongest rationale for electoral term limits occurs in circumstances where the inherent advantages of incumbency are such as to create a permanent structural bias in favor of the incumbent office holder. This has not proven to be a difficulty in Norwalk's political system, and Norwalk voters over the years have proven themselves quite happy to eject incumbent mayors from office after one, two or more terms. Indeed, only one Mayor in the century-plus history of our current Charter has served more than 8 consecutive years, and in the end the advantages of years in office were insufficient to prevent his eventual loss of the office at the polls.

Term limits by their very nature deny the voters the ability to return to office a public official who is doing a good job and retains the support of a majority of the electorate. In a representative democracy, voters should be allowed the widest choice of potential candidates, and, absent the sort of significant systemic bias in favor of incumbents, the last thing that should disqualify a person from being elected to a particular office -- in this case Mayor -- is the fact that that person has

done the job well enough to earn repeated re-election in the past.

B. Common Council Terms

The Commission has chosen not to make any changes in the terms of the Common Council. While the administrative functions of the Mayor and the benefits of a four-year term help outweigh any loss of accountability in regard to that office, the same considerations are not as strong in regard to the Common Council. As the people's legislative representatives at the municipal level, members of the Common Council benefit from the close contact with the electorate that biennial elections entail.

From a campaign finance point of view, Common Council elections are markedly less expensive than mayoral elections, and biennial elections for the Common Council pose a much smaller risk of requiring constant fundraising than would continued biennial mayoral elections.

Finally, the Commission's members noted that, while the Charter does include provisions for the recall of a Mayor under some circumstances, there is no parallel provision in the Charter concerning members of the Common Council. Maintaining biennial elections for the Common Council serves this function, allowing the electorate frequent opportunities to vote out any Common Council member who is not performing his or her duties in a manner satisfactory to the voters.

C. Board of Education Electoral Schedule and Terms

Given the Commission's decision to not alter the terms of the members of the Common Council, the Commission has determined that it is not necessary or beneficial at this time to alter the terms of the Board of Education. the Commission also received input from the Board of Education at the beginning of the Charter Revision process, in which the Board of Education strongly opposed making any changes to the terms of its members.

IV. Conclusion

The Commission believes that the four proposed sets of revisions set forth above represent a thoughtful approach to maintaining the delicate balance between maintaining electoral accountability and allowing the executive offices of Mayor and Town Clerk to have terms that are more appropriately calibrated in length to promote administrative effectiveness and policy leadership. The Commission seeks to eliminate superfluous officers, and set Common Council

compensation that is fair to Common Council members and capable of adjusting for economic realities without further recourse to Charter Revision for those adjustments. Finally, the Commission proposes to the Common Council, and it hopes to the voters, that the language of the Charter be revised to be gender-neutral, so as to bring this document into conformance with modern norms of legislative drafting.

The Commission proposes that the proposed changes take effect as of the November 2017 municipal election. That is, if all the proposals are placed on the ballot and approved in November 2016, then in the November 2017 election, the candidates for Mayor and Town Clerk would be running for a four-year term, and there would be no candidates for City Treasurer, City Sheriff or Selectman (as those positions would no longer exist). Any change to the salaries of the members of the Common Council would take effect for the Common Council serving in the 2017-2019 term. In this manner, no office-holder, whether Mayor, Town Clerk or Common Council member, would be affected by any of these changes until after the next municipal election.

Finally, the Commission and its members wish to thank the Common Council and the public for the opportunity to serve Norwalk in this manner.

Respectfully Submitted

Charter Revision Commission

William Fitzgerald, Esq., Chair

Jerry E. Petrini, Vice-Chair

Glenn Iannaccone

Stephen B. Keogh, Esq.

Yvonne Rodriguez

Mary B. Roman

Michael L. Witherspoon, Esq.

APPENDIX TO REPORT OF CHARTER REVISION COMMISSION

March 28, 2016

Common Council
City of Norwalk

On January 12, 2016, you (the Common Council of the City of Norwalk) voted to appoint a Charter Revision commission made up of seven individuals. We, the Commission, were charged with investigating whether we should amend the Charter pertaining to six topics that were clearly indicated to us. Once the Common Council voted to enable the Commission, not only do we have the power to present to you our opinion of the six topics you asked us to investigate, but we could, by a simple majority vote of the Commission, recommend any additional changes to the Charter, whether you asked us to or not.

With full knowledge of the responsibility that was placed in our hands we, the Commission, decided to only investigate the topics that you asked to do, with one exception. We will be asking the Council to consider amending the Charter to reference its members to be gender neutral. The reason that we decided to deviate from your specific-only items in the Charter was that we felt this small, but very important change should have been done years ago. Since we left the election of the Common Council and the Board of Education untouched, and we decided not to impose any term limits on the mayor, we were able to put forth to you only four proposed referendums that will appear on the ballot, with your approval, including the gender neutral question.

During the months that this Commission has been established, we had numerous posted meetings and two public hearings. On February 10, 2016, we held our first public hearing and there were 21 speakers. On March 22, 2016, we held our second public hearing and there were nine speakers, three first-time contributors and six individuals that we already heard from on the February 10, 2016, hearing. There were a number of topics that these 24 different individuals asked us to investigate and hopefully change.



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Public Works Committee of the Common Council

FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer, Deputy Tree Warden 
Christopher Torre – Superintendent of Highway Operations, Tree Warden 

CC: Bruce J. Chimento, P.E. - Director of Public Works
Lisa Bums, P.E. - Principal Engineer

REF: 2016 Tree Planting RFP/RFQ Results and Recommendation (Project #3673)

DATE: June 27, 2016

On May 4, 2016 representatives from the Purchasing Department and the Department of Public Works opened responses to the 2016 Request For Proposals (RFP)/Request For Qualifications (RFQ) for the Supply and Planting of Trees and Shrubs (Project #3673). Based upon those results, a Committee consisting of Richard Whitehead, Chairman of the Tree Advisory Committee, Chris Torre and Paul Sotnik interviewed four of the six companies that responded to the RFP/RFQ on June 14, 2016 and June 16, 2016. Based upon the results of those interviews and the RFP/RFQ submissions, it is the recommendation of the Committee that Almstead Tree & Shrub Care Company, LLC be awarded the contract for the Supply and Planting of Trees and Shrubs. There were seven criteria used to evaluate the responses to the RFP/RFQ. A copy of the Contractor Proposal Evaluation Criteria has been attached for your reference.

We will be glad to answer any questions that the Committee members may have.

Contractor Proposal Evaluation Criteria

The criteria that will be used to determine the successful Contractor that will be awarded this Contract are as indicated below.

- A. Qualifications and experience of the Contractor, concerning comparable municipal, governmental and/or private sector projects of similar size and scope as this project.
- B. Overall experience and expertise of the Contractor's proposed project team and any others key to the success of the project. A Contractor with an Arborist licensed in the State of Connecticut on their staff is highly desirable, but not required. A Contractor having Tree Care Industry Association (T.C.I.A.) accreditation is highly desirable, but not required.
- C. Ability of the Contractor to provide and implement the proposed services being requested to ensure the success of the project.
- D. Total number of years the Contractor has been in business and the financial stability of the firm.
- E. Responsiveness and thoroughness of the proposal submission.
- F. Ability and willingness of the Contractor to participate in Tree related community events during the year such as the Norwalk celebration of National Arbor Day and the Connecticut Tree Festival.
- G. Proposed Fees.



4,5,6

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Bruce J. Chimento, P.E. - Director of Public Works
FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer *P.L.S.*
CC: Lisa Burns, P.E. - Principal Engineer
REF: Items To Be Included On July 5, 2016 Public Works Committee Agenda
DATE: June 28, 2016

I have three items that Lisa and I are requesting to have included on the agenda for the July 5, 2016 Public Works Committee meeting. I have listed the two items below.

#4 1.) Acknowledge the receipt of the application for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesterly boundary of the property located at 1 Bates Court (Tax Lot 2-53-5-0) and heading south to the southerly terminus as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, at a scale of 1" = 20' on file in the Department of Public Works for a fee of \$14,400.00.

2.) APPROVAL/AUTHORIZATION

#5 Schedule a Public Hearing of Necessity for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesterly boundary of the property located at 1 Bates Court (Tax Lot 2-53-5-0) and heading south to the southerly terminus as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, at a scale of 1" = 20' on file in the Department of Public Works for a fee of \$14,400.00. The Public Hearing of Necessity shall be conducted in order to hear all parties interested in commenting on the necessity of the proposed abandonment and to take such action on said application for abandonment that the Committee may deem advisable. The Public Hearing is scheduled for Tuesday, September 6, 2016 at 7:00 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

3.) REFERRAL

#6 Refer the sale of the excess City-Owned property located at 1 Bates Court (Tax Lot 2-53-5-0) as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, at a scale of 1" = 20' on file in the Department of Public Works to Metropolitan Realty Associates, LLC for a fee of \$35,900.00 to the Planning Commission for a CGS 8-24 review.

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

NORWALK
THE RIGHT PLACE • THE RIGHT TIME
DEPARTMENT OF PUBLIC WORKS

APPLICATION FOR STREET ABANDONMENT

See Chapter 95, of the Norwalk Code entitled "Streets and Sidewalks" Sections 33 – 36 regarding Street Abandonment procedures.

This Application shall include:

- Title Search of the Property proposed for abandonment – *Attached hereto and made a part hereof.*
- Class A-2 Survey showing all existing conditions – *Attached hereto and made a part hereof.*
- Certified Appraisal of current value – *Attached hereto and made a part hereof.*
- Application Fee of \$5,000.00 made payable to the City of Norwalk. – *Submitted herewith.*

Name and Location of Proposed Abandonment: Bates Court

Application No. _____ Date 6/16/16

Applicant Metropolitan Realty Associates, LLC Tel. c/o Elizabeth A.B. Suchy, Esq. 203-425-4200

Address c/o Carmody Torrance Sandak & Hennessey LLP, 707 Summer Street, Stamford, CT 06901

Attorney Elizabeth A.B. Suchy, Esq. Tel. 203-425-4200

Tax Map No. 16NW

Taxing District 2 Block No. 53 Tax Lot No. none exists/NA

State Applicants interest in and intended use for proposed abandonment: Applicant is adjoining property owner, which would like to acquire Bates Court to add to its property for contemplated future development (See Schedule A).

RECEIVED
JUN 15 2016
PUBLIC WORKS

List Names and mailing Addresses of all adjoining property owners:

See attached list.

State reasons, both adverse and beneficial, that this abandonment will be in the best interest of the City of Norwalk: Please see Schedule A attached hereto and made a part hereof.

Metropolitan Realty Associates, LLC

By Carmody Torrance Sandak & Hennessey
Carmody Torrance Sandak & Hennessey LLP
Its Attorneys

FOR D.P.W. USE ONLY

Hearing Date _____

Effective Date _____

() Approved

() Approved with conditions

() Denied

Comments: _____

**Application For Street Abandonment
Metropolitan Realty Associates, LLC
Bates Court, Norwalk, CT
Schedule A**

State reasons, both adverse and beneficial, that this abandonment will be in the best interest of the City of Norwalk:

Metropolitan Realty Associates, LLC (hereinafter the "Applicant") herewith submits this application for street abandonment for a 4,664± sq.ft. (0.1070± ac) portion of the city's Right of Way known as Bates Court in Norwalk, Connecticut (hereinafter "ROW"). (Refer to "Property Survey For Abandonment of Portion of Bates Court And Acquisition of Properties From City of Norwalk prepared for Metropolitan Realty Associates, LLC Norwalk, Connecticut Scale: 1" = 20 ft." dated August 5, 2015 prepared by William W. Seymour & Associates, P.C.

The subject ROW is a remnant of Bates Court following the widening of Dr. Martin Luther King Drive. There is little traffic onto the ROW, other than by the Applicant and its tenants.

If the street abandonment requested by the Applicants is approved by all requisite boards and agencies, the Applicant plans add this land mass into its adjoining land and then redevelop the enlarged property.

Based upon an appraisal prepared by Christopher Kerin RCG.0000329 of Kerin & Fazio, LLC, the estimated market value of the 4,664± sq.ft. of Bates Court sought to be abandoned is \$14,400.00. (Copy of Real Estate Appraisal Report appraisal dated May 10, 2016 is attached hereto and made a part hereof).

**Application For Street Abandonment
Metropolitan Realty Associates, LLC
Bates Court, Norwalk, CT
List of Abutters**

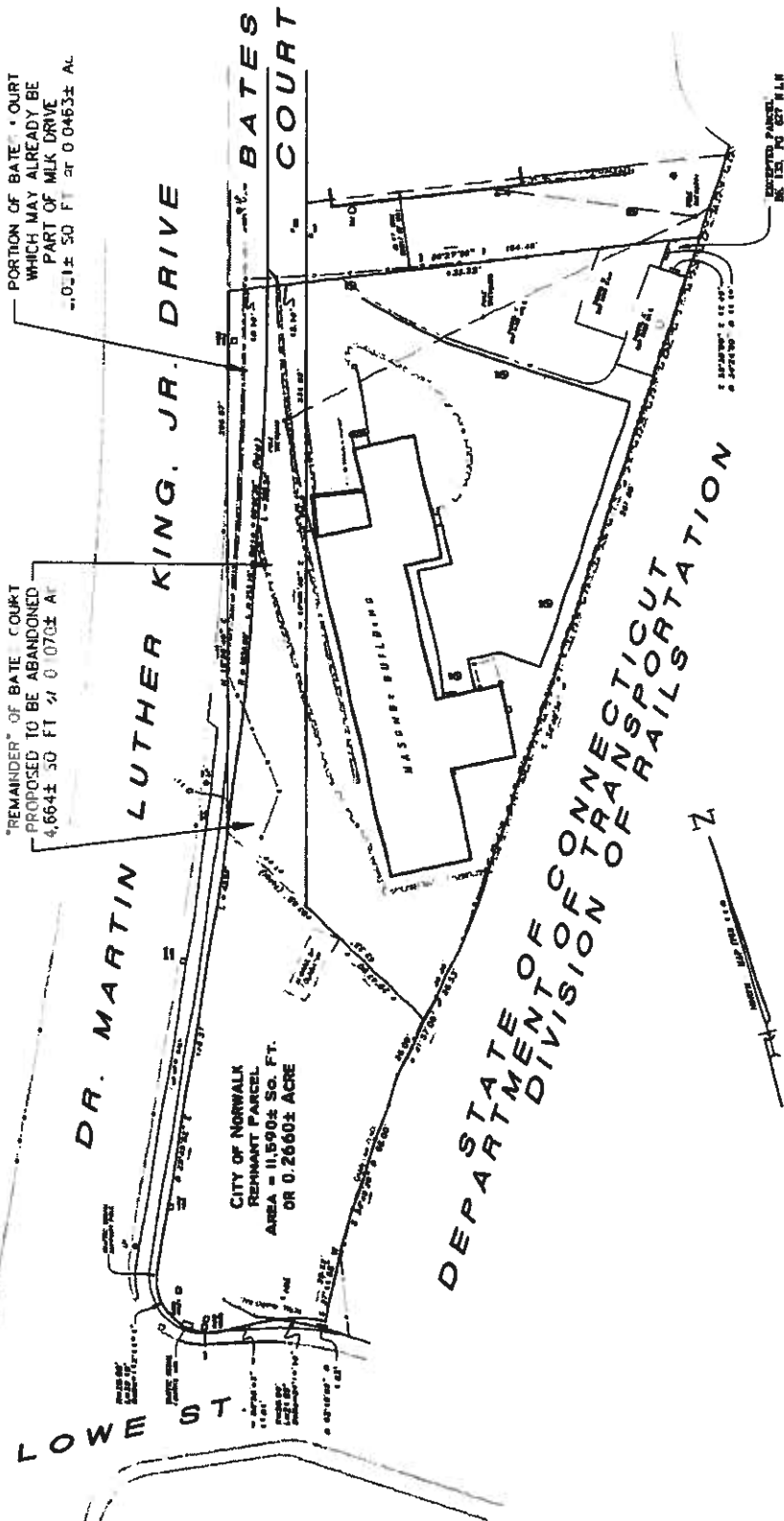
1.
2/53/6
85 Martin Luther King Boulevard, LLC
85 Martin Luther King Jr. Blvd.
Norwalk, CT 06854

Mailing:
130 Lenox Ave. #23
Stamford, CT 06906
2.
2/53/5
Metropolitan Realty Associates, LLC
1 Bates Court
Norwalk, CT 06854

Mailing:
10 Wall St.
Norwalk, CT 06850
3.
2/55/27
City of Norwalk
30 Monroe St.
Norwalk, CT 06854

Mailing:
125 East Ave.
Norwalk, CT 06851
4.
2/55/19
Second Taxing District (SNEW)
2 State St.
Norwalk, CT 06854

Mailing:
164 Water St.
Norwalk, CT 06854



PROPERTY SURVEY
FOR ABANDONMENT OF A PORTION OF BATES COURT
AND ACQUISITION OF PROPERTIES FROM CITY OF NORWALK
PREPARED FOR

**METROPOLITAN REALTY
ASSOCIATES, LLC**

NORWALK, CONNECTICUT
SCALE: 1" = 20 FT. AUGUST 5, 2015
WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
LAND SURVEYORS & ZONING & LAND USE CONSULTANTS
170 NOROTON AVENUE DARIEN, CONN. 06840
203-655-3331



VERTICAL DATUM ASSUMED

NO. 153, PG. 627 N.H.

CT REG. # 2504

May 24, 2016

Thomas Livingston
Chairman
Land Use & Building Management Committee
Norwalk Common Council
City of Norwalk
125 East Avenue
Norwalk, CT 06851
Attention: Alan Lo

Re: *Purchase of Excess City-Owned Property*
Lowe Street/Dr. Martin Luther King, Jr. Drive – South Norwalk, CT

Dear Chairman Livingston:

This firm represents Metropolitan Realty Associates, LLC, ("Metropolitan") owner of property with the improvements thereon, located at 1 Bates Court in South Norwalk, Connecticut (District 2, Block 53, Lot 5). Our client's property abuts approximately 11,590± sq.ft. (0.266± acres) of excess land owned by the City of Norwalk, generally situated to the north of Lowe Street, and in between Dr. Martin Luther King, Jr. Drive and land owned by the State of Connecticut Department of Transportation Division of Rails. The city-owned property is largely a sloped, rocky hillside with little, if any, development capability.

Pursuant to a meeting conducted on May 16, 2016 with Alan Lo, building and facilities manager, and Michael Yeosock, assistant principal engineer, Metropolitan herewith reiterates its desire to acquire some or all of this excess, city-owned real property and then add it to its parcel to the north. Our client is contemplating the redevelopment of its property and an acquisition of all or a portion of the city-owned land, and by exercising control over this piece it would be able to further improve this section of South Norwalk.

Accordingly, my client requests that the Land Use Committee of the Norwalk Common Council consider the disposition of this excess land to Metropolitan Realty Associates, LLC and asks that the request be placed on the next available Land Use & Building Management Committee agenda for consideration and discussion.

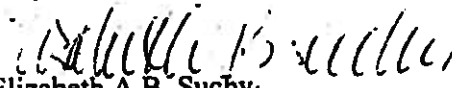
{57005191}

Page 2

Enclosed for your reference and review is a copy of a map titled "Property Survey for Abandonment of a Portion of Bates Court and Acquisition of Properties from City of Norwalk Prepared for Metropolitan Realty Associates, LLC Norwalk, Connecticut Scale: 1"=20 FT" dated August 5, 2015 and prepared by William W. Seymour & Associates, PC. You will note that the real property in question is identified as "City of Norwalk Remnant Parcel Area = 11,590± sq.ft. or 0.2660± Acre."

I look forward to hearing from you.

Very truly yours,


Elizabeth A.B. Suchy

EABS

cc: M. DiScala
A. Lo
M. Yeosock



7

City of Norwalk Department of Public Works

Attn: Lisa Burns
125 East Ave
Norwalk, CT 06851

June 28, 2016

Hi Lisa

Thank you for considering the WB Mason Company when purchasing new work space systems for your Town Hall Office. Following please find the quote for the Allsteel products. Allsteel is one of the finest, best built, and durable products available. Your pricing is State of Connecticut Contract Pricing #15PSX0041. The price includes weekday delivery, assembly and installation. The area must be free and clear for installation. Quote good for 30 days. Please do not hesitate to contact me with any questions.

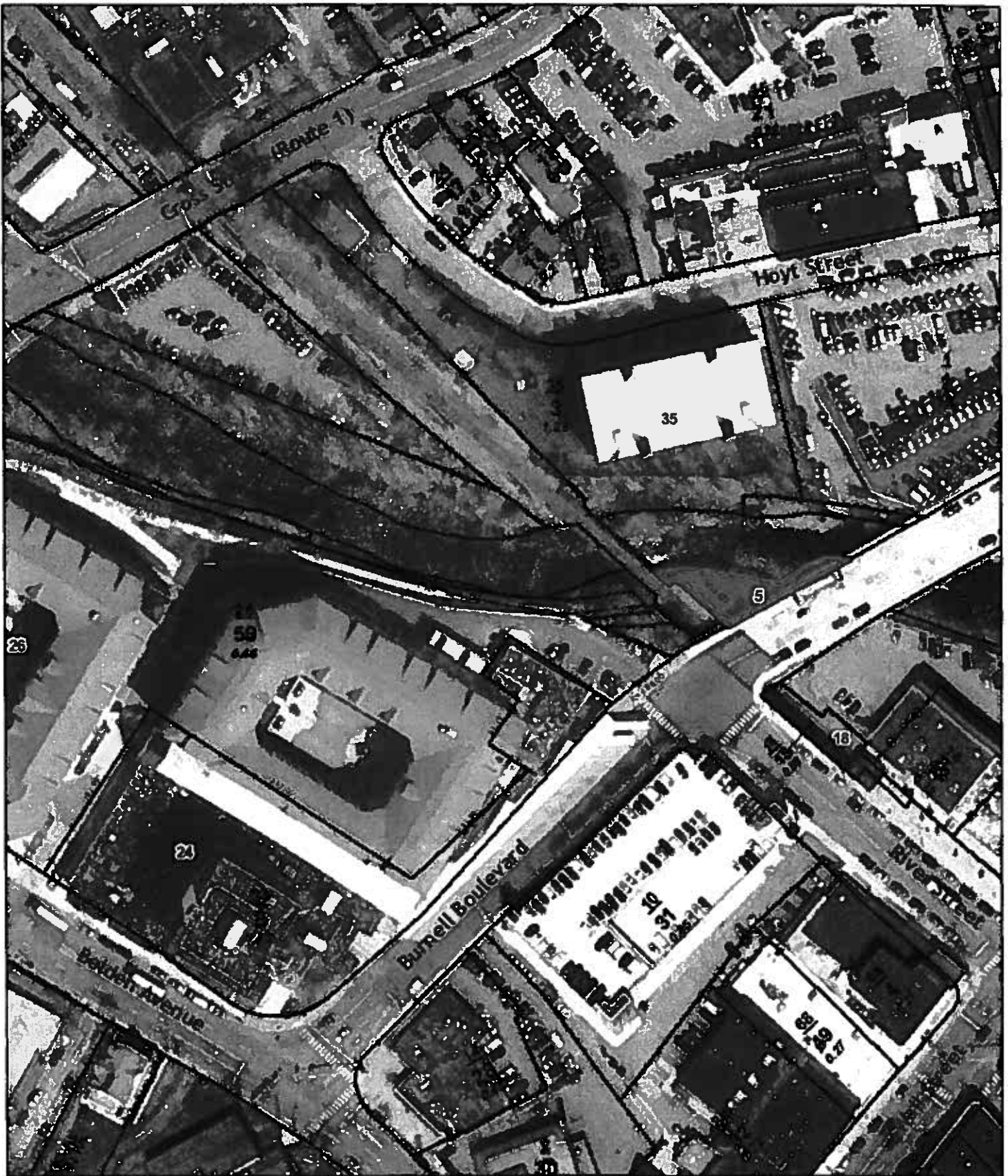
Allsteel Office work Stations
Areas hi-lighted on drawing.

\$73,762.93

Weekend Installation available
Start Friday afternoon thru Sunday night.

\$79,762.93

Thank you
Craig R Cinder
Account Rep.



Construction Easement

0 105 210 420 Feet

1 inch = 159 feet

8



9

LOCHNER

H.W. Lochner, Inc.
55 Hartland Street, Suite 401
East Hartford, CT 06108

T 860 760 5840
F 860 760 5841

hwlochner.com

June 28, 2016

Ms. Elisabeth O. Burns
Principal Engineer—Engineering and Construction Division
Public Works Department
125 East Avenue
Norwalk, CT 06856

Dear Ms. Burns:

Subject: On-Call Engineering Services
Norwalk River Railroad (Walk) Bridge Corridor Projects (ConnDOT)
City of Norwalk DPW/WPCA

As requested by your office, we are enclosing our fee proposal for the Engineering Services associated with the Walk Bridge Railroad Projects administered by the Connecticut Department of Transportation. This assignment includes meetings, coordination and development of plans, specifications and estimates for the protection, support, monitoring, lining and/or relocation of the City of Norwalk's sanitary sewer system as impacted by the State's projects. The following is enclosed for your review and use.

- Cost Proposal
- Estimated Direct Costs
- H.W. Lochner, Inc. Certified Payrolls
- Revised Scope of Work dated June 28, 2016

If you have any questions or require additional information, please do not hesitate to contact the undersigned at your convenience.

Very truly yours,

LOCHNER



for

David R. Isabelle
Vice President

Enclosures

cc: Ralph Kolb, WPCA

Consultant's Proposal Summary**Rev. 6/29/2016**

City of Norwalk Department of Public Works
On-Call Engineering Services
Norwalk River Railroad (Walk) Bridge Corridor Projects

H. W. Lochner, Inc.
55 Hartland Street
East Hartford, CT 06103

ITEM OF WORK	TOTAL HOURS	TOTAL PAYROLL	BF&O PERCENT	PROFIT PERCENT	TOTAL FEE
Task Order 1 - SPN 0301-0176 Walk RR Bridge	136	\$ 7,194.44	179.20%	8.14%	\$ 21,721.95
Task Order 2 - SPN 0301-0188 Osborne Bridge	92	\$ 4,759.80	179.20%	8.14%	\$ 14,371.12
Task Order 3 - SPN 0301-0181 CP243	84	\$ 4,298.52	179.20%	8.14%	\$ 12,978.39
Task Order 4 - SPN 0301-0187 East Avenue Bridge	120	\$ 6,026.12	179.20%	8.14%	\$ 18,194.48
Task Order 5 - CPN 102-0297 East Avenue Roadway	244	\$ 12,240.32	179.20%	8.14%	\$ 36,956.82
Task Order 6 - SPN 0301-0180 Danbury Branch Dockyard	112	\$ 5,728.76	179.20%	8.14%	\$ 17,296.67
Task Order 7 - SPN 0301-0189 Fort Point Street Bridge	88	\$ 4,447.20	179.20%	8.14%	\$ 13,427.29
On-Call Engineering Services TO-1 to TO-7	876	\$ 44,695.16			\$ 134,946.70
Estimated Direct Costs					\$ 4,700.00
TOTAL COST					\$ 139,646.70

ESTIMATED DIRECT COSTS:				
ITEM	Quantity	Unit Cost	Unit	Amount
MILEAGE	7000	0.56		\$ 3,920.00
POSTAGE, EXPRESS MAIL				\$ 200.00
REPRODUCTION				\$ 500.00
				\$ -
				\$ -
				\$ -
				\$ -
Total				\$ 4,620.00

Say \$4700

**City of Norwalk Department of Public Works
On-Call Engineering Services
Norwalk River RR (Walk) Bridge Corridor Projects**

**Task Order 1 - SPN 0301-0176 Walk RR Bridge
COST ESTIMATE SUMMARY (LABOR) - June 2016**

	H.W. LOCHNER, INC.						
	SENIOR PROJECT MGR	SENIOR STR. ENGR	STRUCT ENGINEER	SENIOR CIVIL ENGR	CIVIL ENGINEER	JR. ENG- TECH	LOCHNER TOTALS
Task Order 1 - SPN 0301-0176 Walk RR Bridge							
1 Review of Documentation & Site Investigation	8	1	4	8	8	8	40
2 Meetings and Consultation	0	8	8	24	24		64
3 Plans, Specifications and Estimate	8			8	8	11	32
SUBTOTAL, TO-1	8	12	12	40	40	24	136
TOTAL HOURS	8	12	12	40	40	24	136
Hourly Rate	\$ 11.11	\$ 11.11	\$ 49.24	\$ 70.88	\$ 11.11	\$ 32.89	
Total Direct Salary	\$ 728.88	\$ 767.72	\$ 590.88	\$ 2,835.20	\$ 1,486.80	\$ 789.16	\$ 1,954.44
B.F. & O	179.20%	179.20%	179.20%	179.20%	179.20%	179.20%	
Profit	8.14%	8.14%	8.14%	8.14%	8.14%	8.14%	
TOTAL COST	\$ 2,200.68	\$ 2,104.61	\$ 1,784.01	\$ 1,560.21	\$ 4,489.05	\$ 2,183.29	\$ 21,721.95

**City of Norwalk Department of Public Works
On-Call Engineering Services
Norwalk River RR (Walk) Bridge Corridor Projects**

**Task Order 2 - SPN 0301-0188 Osborne Bridge
COST ESTIMATE SUMMARY (LABOR) - June 2016**

	H.W. LOCHNER, INC.						
	SENIOR PROJECT MGR.	SENIOR STR. ENGR.	STRUCT ENGINEER	SENIOR CIVIL ENGR.	CIVIL ENGINEER	JR. ENG/ TECH	LOCHNER TOTALS
Task Order 2 - SPN 0301-0188 Osborne Bridge							
1 Review of Documentation & Site Investigation	1	1	1	1	1	1	40
2 Meetings and Coordination	0	0	0	0	0	0	16
3 Plans, Specifications and Estimate	0	0	0	0	0	11	36
SUBTOTAL TO-2	1	1	1	1	1	11	92
TOTAL HOURS	1	1	1	1	1	11	92
Hourly Rate	\$ 91.11	\$ 61.11	\$ 49.24	\$ 70.88	\$ 11.11	\$ 32.89	
Total Direct Salary	\$ 728.88	\$ 254.44	\$ 191.92	\$ 1,791.12	\$ 892.88	\$ 789.36	\$ 4,759.80
B.F. & O	179.20%	179.20%	179.20%	179.20%	179.20%	179.20%	
Profit	11.4%	11.4%	11.4%	11.4%	11.4%	11.4%	
TOTAL COST	2,390.68	768.22	1,189.11	1,116.11	2,691.43	2,381.29	\$ 14,371.13

**City of Norwalk Department of Public Works
On-Call Engineering Services
Norwalk River RR (Walk) Bridge Corridor Projects**

**Task Order 3 - SPN 0301-0181 CP243
COST ESTIMATE SUMMARY (LABOR) - June 2016**

H.W. LOCHNER, INC.								
	SENIOR PROJECT MGR.	SENIOR STR. ENGR.	STRUCT ENGINEER	SENIOR CIVIL ENGR.	CIVIL ENGINEER	JR. ENG TECH	LOCHNER TOTALS	
Task Order 1 - SPN 0301-0181 CP243								
1 Review of Documentation & Site Investigations	8	4	4	8	8	8		40
1 Meetings and Coordination	0	4	4	8	4			20
1 Plant, Specifications and Estimate	0			8	8	16		32
SUBTOTAL TO-3	8	8	8	16	20	24		84
TOTAL HOURS	8	8	8	16	20	24		84
Hourly Rate	\$ 91.11	\$ 61.61	\$ 49.24	\$ 70.89	\$ 37.19	\$ 11.89		
Total Direct Salary	\$ 728.88	\$ 508.88	\$ 393.92	\$ 1,134.08	\$ 743.40	\$ 285.36		4,298.52
B.F. & O	179.20%	179.20%	179.20%	179.20%	179.20%	179.20%		
Profit	8.14%	8.14%	8.14%	8.14%	8.14%	8.14%		
TOTAL COST	\$ 2,300.68	\$ 1,536.49	\$ 2,189.19	\$ 3,424.89	\$ 2,244.52	\$ 2,181.29		12,978.39

**City of Norwalk Department of Public Works
On-Call Engineering Services
Norwalk River RR (Walk) Bridge Corridor Projects**

**Task Order 4 - SPN 0301-0187 East Avenue Bridge
COST ESTIMATE SUMMARY (LABOR) - June 2016**

	H.W. LOCHNER, INC.						
	SENIOR PROJECT MGR.	SENIOR STR. ENGR.	STRUCT ENGINEER	SENIOR CIVIL ENGR.	CIVIL ENGINEER	JR. ENG/ TECH.	LOCHNER TOTALS
Task Order 4 - SPN 0301-0187 East Avenue Bridge							
1 Review of Documentation & Site Investigations	0	4	4	0	0	0	40
1 Meetings and Coordination	0	0	0	0	0	0	24
3 Plans, Specifications and Estimate	0			0	24	24	96
SUBTOTAL TO-4	0	12	12	24	32	32	120
TOTAL HOURS	0	11	12	14	22	12	120
Hourly Rate	\$ 91.11	\$ 81.61	\$ 69.24	\$ 70.88	\$ 19.19	\$ 32.89	
Total Direct Salary	\$ 728.88	\$ 761.12	\$ 590.88	\$ 1,701.11	\$ 1,189.44	\$ 1,052.48	\$ 6,026.12
B.F. & O	179.20%	179.20%	179.20%	179.20%	179.20%	179.20%	
Profit	8.14%	8.14%	8.14%	8.14%	8.14%	8.14%	
TOTAL COST	\$ 2,300.88	\$ 2,384.67	\$ 1,784.01	\$ 9,136.14	\$ 3,591.24	\$ 1,177.72	\$ 28,194.48

**City of Norwalk Department of Public Works
On-Call Engineering Services
Norwalk River RR (Walk) Bridge Corridor Projects
Task Order 5 - CPN 102-0297 East Avenue Roadway
COST ESTIMATE SUMMARY (LABOR) - June 2016**

	H.W. LOCHNER, INC.						
	SENIOR PROJECT MGR.	SENIOR STR. ENGR.	STRUCT ENGINEER	SENIOR CIVIL ENGR.	CIVIL ENGINEER	JR. ENG/ TECH	LOCHNER TOTALS
Task Order 5 - CPN 102-0297 East Avenue Roadway							
1 Review of Documentation & Site Investigations	8	4	4	8	8	8	40
1 Meetings and Coordination	8	8	9	12	32		80
1 Plans, Specifications and Estimate	8	8	8	14	48	36	124
SUBTOTAL TO-S	8	20	20	64	88	44	244
TOTAL HOURS	8	20	20	64	88	44	244
Hourly Rate	\$ 91.11	\$ 67.81	\$ 49.24	\$ 70.88	\$ 19.19	\$ 32.89	
Total Direct Salary	\$ 728.88	\$ 1,372.20	\$ 984.88	\$ 4,546.72	\$ 1,770.96	\$ 1,447.16	\$ 12,340.80
B.F. & O	179.30%	179.30%	179.30%	179.30%	179.30%	179.30%	
Profit	8.14%	8.14%	8.14%	8.14%	8.14%	8.14%	
TOTAL COST	\$ 2,200.68	\$ 3,841.11	\$ 2,971.10	\$ 11,696.17	\$ 3,875.91	\$ 4,169.19	\$ 36,854.82

City of Norwalk Department of Public Works
On-Call Engineering Services
Norwalk River RR (Walk) Bridge Corridor Projects
Task Order 6 - SPN 0301-0180 Danbury Branch Dockyard
COST ESTIMATE SUMMARY (LABOR) - June 2016

	H.W. LOCHNER, INC.						
	SENIOR PROJECT MGR.	SENIOR STR. ENGR.	STRUCT ENGINEER	SENIOR CIVIL ENGR.	CIVIL ENGINEER	JR. ENGR/ TECH	LOCHNER TOTALS
Task Order 6 - SPN 0301-0180 Danbury Branch Dockyard							
1 Review of Documentation & Site Investigations	0	4	4	0	0	0	40
1 Meetings and Coordination	0	0	0	0	0	0	24
1 Plans, Specifications and Estimates	0			0	16	24	48
	0			0	0		0
SUBTOTAL, TO-6	0	11	12	24	24	32	112
TOTAL HOURS	0	12	12	24	24	11	112
Hourly Rate	\$ 91.11	\$ 61.61	\$ 49.24	\$ 70.88	\$ 37.19	\$ 11.89	
Total Direct Salary	\$ 728.88	\$ 763.32	\$ 990.88	\$ 1,701.11	\$ 891.08	\$ 1,852.48	\$ 5,728.76
B.F. & O	179.20%	179.20%	179.20%	179.20%	179.20%	179.20%	
Profit	0.14%	0.14%	0.14%	0.14%	0.14%	0.14%	
TOTAL COST	\$ 2,280.68	\$ 2,304.67	\$ 1,784.01	\$ 914.14	\$ 2,691.41	\$ 1,777.72	\$ 19,296.67

**City of Norwalk Department of Public Works
On-Call Engineering Services
Norwalk River RR (Walk) Bridge Corridor Projects
Task Order 7 - SPN 0301-0189 Fort Point Street Bridge
COST ESTIMATE SUMMARY (LABOR) - June 2016**

	E.W. LOCHNER, INC.						
	SENIOR PROJECT MGR	SENIOR STR ENGR	STRUCT ENGINEER	SENIOR CIVIL ENGR	CIVIL ENGINEER	JR ENG TECH	LOCHNER TOTALS
Task Order 7 - SPN 0301-0189 Fort Point Street Bridge							
1 Review of Documentation & Site Investigations	8	4	4	8	8	8	40
1 Meetings and Coordination	0	4	4	8	8		24
3 Plans, Specifications and Estimate	0			0	8	16	24
	0			0	8		8
SUBTOTAL TO-3	8	8	8	16	24	24	88
TOTAL HOURS	8	8	8	16	24	24	88
Hourly Rate	\$ 91.11	\$ 61.81	\$ 49.24	\$ 78.88	\$ 51.19	\$ 31.89	
Total Direct Salary	\$ 728.88	\$ 508.88	\$ 191.92	\$ 1,114.08	\$ 892.08	\$ 789.36	\$ 4,427.20
B.F. & O	179.20%	179.20%	179.20%	179.20%	179.20%	179.20%	
Profit	8.14%	8.14%	8.14%	8.14%	8.14%	8.14%	
TOTAL COST	\$ 2,200.48	\$ 1,516.49	\$ 1,189.19	\$ 1,424.89	\$ 2,691.41	\$ 2,181.19	\$ 13,437.29

LOCHNER

CERTIFICATION

COMPANY NAME: H.W. Lochner, Inc.
PROJECT DESCRIPTION: On-Call Engineering Services
Walk Bridge Corridor Projects, Sanitary Sewer Infrastructure
City of Norwalk

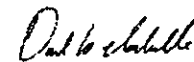
The listed hourly rates are the actual hourly rates paid to the following individuals to be utilized on the subject project as of June 25, 2016.

PERMANENT EMPLOYEE* YES/NO	CLASSIFICATION	EMPLOYEE NAME	ACTUAL HOURLY RATE	ACTUAL AVERAGE** HRLY. RATE
Yes	Sr. Project Manager	Richard Bray	91.11	91.11
Yes	Sr. Struct. Engineer	Dan Mintum	63.61	63.61
Yes	Struct. Engineer	Brian Chamberlin	49.33	49.24
Yes	Struct. Engineer	Karen Harley	49.14	
Yes	Sr. Civil Engineer	Stephen Wexell	70.88	70.88
Yes	Civil Engineer	Carl Verge	37.17	37.17
Yes	Jr. Engr./Tech.	Stephen Spear	34.66	32.89
Yes	Jr. Engr./Tech.	Christopher Van Olden	32.45	
Yes	Jr. Engr./Tech.	Cheryl Rich	31.56	

I, David R. Isabelle, certify that the above actual hourly rates are correct and other factual unit costs supporting the compensation contained within the submitted fee proposal are accurate, complete and current. I further agree that the proposed agreement shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Commissioner determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made during the life of the contract or within one year following the end of the contract.

* A permanent employee is defined as receiving paid leave and all other company benefits.

** office average of actual hourly rates of all individuals per classifications.



David R. Isabelle

8/28/2016

date

**City of Norwalk, Connecticut
Department of Public Works
Water Pollution Control Authority**

**On-Call Engineering Services for
Sanitary Sewer Coordination, Protection and Support
The Norwalk River Railroad (Walk) Bridge Program**

SCOPE OF WORK

June 28, 2016

Description of Work

The City of Norwalk Department of Public Works (DPW) and the Water Pollution Control Authority (WPCA) has contracted with H.W. Lochner, Inc. (Lochner) to provide on-call engineering services for coordination, relocation, protection and support of the sanitary sewer infrastructure affected by the proposed Reconstruction of the Walk Bridge Program.

Connecticut Department of Transportation (ConnDOT) is preparing a Contract for The Walk Bridge Corridor that will replace the railroad bridge over the Norwalk River as well as several other bridges in the vicinity. There are at least seven contracts that will be administered that will require coordination with the WPCA.

Since this work begins with investigation and coordination on the various construction methods that may impact the sanitary sewer infrastructure on seven different construction projects, the mitigation, protection and/or relocation plan scope of work may be determined at a later time and include work not foreseen in this scope. Therefore, discussion and concurrence of the anticipated deliverables and project meeting requirements in advance of the work effort between DPW/WPCA and Lochner is intended to ensure expectations are mutual.

Work Tasks

Each of the seven Walk Bridge Corridor Projects is set up as an individual Task Order (TO-) The following work tasks will be performed:

TO-1 Norwalk River (Walk) Railroad Bridge (SPN 0301-0176)

- 1. Review of Documents and Site Investigations**
- 2. Meetings and Coordination**
- 3. Plans, Specifications and Estimate for Support and Protection of Sanitary Sewer**

TO-2 Osborne Bridge (SPN 0301-0188)

- 1. Review of Documents and Site Investigations**
- 2. Meetings and Coordination**
- 3. Plans, Specifications and Estimate for Support and Protection of Sanitary Sewer**

TO-3 CP243 (SPN 0301-0181)

- 1. Review of Documents and Site Investigations**
- 2. Meetings and Coordination**
- 3. Plans, Specifications and Estimate for Support and Protection of Sanitary Sewer**

TO-4 East Avenue Bridge (SPN 0301-0187)

- 1. Review of Documents and Site Investigations**
- 2. Meetings and Coordination**
- 3. Plans, Specifications and Estimate for Support and Protection of Sanitary Sewer**

TO-5 East Avenue Roadway (CPN 102-297)

- 1. Review of Documents and Site Investigations**
- 2. Meetings and Coordination**
- 3. Plans, Specifications and Estimate for Relocation, Support and Protection of Sanitary Sewer**

TO-6 Danbury Branch Dockyard Project (SPN 0301-0180)

- 1. Review of Documents and Site Investigations**
- 2. Meetings and Coordination**
- 3. Plans, Specifications and Estimate for CIPP Lining, Support and Protection of Sanitary Sewer**

TO-7 Fort Point Street Bridge (SPN 0301-0189)

- 1. Review of Documents and Site Investigations**
- 2. Meetings and Coordination**
- 3. Plans, Specifications and Estimate for Support and Protection of Sanitary Sewer**

NORWALK

DEPARTMENT OF PUBLIC WORKS



MEMORANDUM

10

TO: Bruce J. Chimento, PE, Director of Public Works
Lisa O. Burns, PE, Principal Engineer
FROM: Brian R. Sweeney, PE
DATE: June 28, 2016
SUBJECT: Norwalk Levee at Perry Avenue and Norwalk River

The United States Army Corps of Engineers has been questioning whether a portion of the Norwalk Levee located just to the south of the Perry Avenue Bridge is adequate to provide flood protection to the protected area north and west of Perry Avenue over recent years and more recently in their letter of August 24, 2015. DPW has been researching events that took place in 1986, when Riverbend Condos were built along the River. At the time the condos were built, the USACOE dam safety unit was not made aware that the condo construction would remove a portion of the levee located on the east side of the condo property.

DPW's contention has always been that the levee in this area was removed and does not exist anymore, but that flood protection still exists for the area north and west of the bridge. The USACOE has informally stated that the City needs to provide proof that the current conditions at the site provide the same protection as afforded by the levee design that was installed in 1952, or needs to have this portion of the levee removed from the local protection plan. We have been told the only way to remove this portion from the local protection plans was through an Act of Congress.

We have requested a proposal from Tighe and Bond to investigate options for the City and gather necessary information to determine what should be done regarding the levee south of the bridge. A copy of the proposal has been included. It is recommended the City move forward with this proposal.

Authorization:

Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Tighe and Bond, Inc. for a fee not to exceed \$15,000, to provide professional engineering services relative to investigating deficiencies and options for the Norwalk Levee located south of the Perry Avenue Bridge.

Account No. 09 14 040 40270 0 5777 C0440

N-8140035
June 22, 2016

Mr. Brian Sweeney, PE
Norwalk Engineering Department
Room 225 – Norwalk City Hall
125 East Avenue
Norwalk, CT 06856

Re: **Norwalk River Right Bank
USACOE RI Deficiency Response**

Dear Mr. Sweeney:

As requested, the following proposal provides our scope of services and anticipated level of effort to assist the City of Norwalk in responding to the US Army Corps of Engineers (USACOE) letter of August 24, 2015 that included their May 18, 2015 Routine Inspection (RI). The RI was conducted as part of the USACOE Levee Safety Program and is intended to assure the levee system is capable of performing to its original design during a flood event.

Project Understanding

The Norwalk River Right Bank Flood Damage Reduction (FDR) System was completed by the USACOE in 1955. The Project consists of 1,600 feet of earthen dike embankments along the Norwalk River. The Project drawings indicate the system begins approximately 300 feet downstream of the Perry Avenue Bridge over the Norwalk River and extends northerly 1,300 along the right bank (west) of the Norwalk River above the bridge.

An accreditation certification study was performed by Tighe & Bond in 2011 and the system was accredited by FEMA in an August 3, 2011 Notification of Levee Accreditation letter to the City. This accreditation did not include the 300 feet downstream of the Perry Avenue Bridge as the City considered this section abandoned. The recent RI identified this section as unacceptable and further discussions with Mike Bachand, USACOE, indicated the USACOE still considers this section to be an active part of the flood damage reduction system and cannot be abandoned unless approved by the US Congress.

Our review of the system appraisals and inspections dating back to the 1950's suggest there are significant inconsistencies regarding the limits and consideration of the levee (dike) below the Perry Avenue Bridge.

The Routine Inspection cover letter identified the following additional deficiencies rated as Minimally Acceptable (M):

Retaining Wall Encroachment: The USACOE requested a removal status of the retaining wall built into the landside slope near station 1+75.

Perry Avenue Bridge: The USACOE requested a project update in the next semi-annual report and a complete set of "As-Builts" for the project.

Project Site

The project site begins approximately 300 feet downstream of the Perry Avenue Bridge crossing and continues northerly along the right (west) bank of the Norwalk River approximately 1,600 feet. The focus of this project is the 300 foot portion of the system downstream of the Perry Avenue Bridge.

Scope of Services

Our recent review of the project history suggests a lot of ambiguity surrounding the system below the Perry Avenue Bridge. Tighe & Bond's scope of services includes a comprehensive review of the historic project documentation and development of a plan to address the comments from the UACOE regarding this downstream section of the flood protection system.

1. Initial Due Diligence

As past efforts did not include the area south of the Perry Avenue Bridge, our due diligence efforts will focus on the collection and evaluation of existing data for this area.

- Compile a base plan from the City of Norwalk aerial data, the existing conditions survey prepared by Rocco V. D'Andreas, Inc., and the USACOE design drawings.
- Review the FEMA Flood Insurance Study and the Flood Insurance Rate Map to identify and locate the limits of the one percent flood
- Review the hydraulic model for flood elevations below the Perry Avenue Bridge and correlate to the FEMA data
- Review the Grading Plan for Riverbend Common
- Review the available appraisal, Routine Inspection, and certification reports for the system

The due diligence activities will focus on developing a complete summary of the dike history below the Perry Avenue Bridge including the following:

- Historic Site Uses & Development (Including Riverbend Common)
- Watershed Conditions
- Dike Structure History and Condition
- Environmental Permitting
- Geotechnical
- Right of Way/Private Properties

2. Meetings/Coordination

This scope of services includes an initial kick-off meeting and a second meeting to review and discuss our findings with the City of Norwalk. Through these meetings, we will collect historic data related to the flood damage reduction system, identify the concerns and priorities of the City and abutting properties, and collectively work towards a strategy address the USACOE RI deficiencies. This strategy will include discussion of repair, reconstruction, or abandonment options, scheduling, costs, and funding opportunities. We will hold a second meeting with the City to review the recommendations and confirm a strategy going forward.

3. Summary of Finding/Recommendations

We will generate technical memorandum summarizing our findings, recommendations, and strategy for addressing the deficiencies. We will identify the relevant environmental regulations, required permits/approvals, and potential engineering and design issues. Our due diligence efforts will identify critical site information for use during the pursuit of project funding and continuing conversations with the USACOE.

Fee

Tighe & Bond will perform the Scope of Services detailed above for a lump sum fee of \$15,000, invoiced monthly based on percentage complete. In the event that the scope of services is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment.

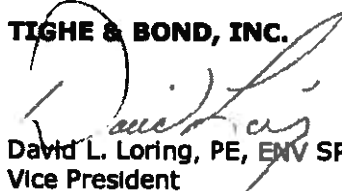
Schedule

We are prepared to initiate the services described herein upon authorization to proceed. Upon receiving authorization to proceed, we will coordinate with the City for a Kick-off meeting. The data review and compilation will follow and we anticipate that a draft memorandum will be completed within 30 days followed by a second meeting with the City.

We appreciate the opportunity to submit this proposal and look forward to the opportunity to further our services with the City of Norwalk. Please contact David or John with any questions or comments.

Very truly yours,

TIGHE & BOND, INC.


David L. Loring, PE, ENV SP, LEED AP
Vice President

t: 413.572.3296
c: 413.519-2840
e: DLLoring@tighebond.com


John W. Block, PE
Senior Vice President

t: 203.712.1111
c: 203.722.2179
e: JWBlock@tighebond.com

Enclosures: Terms and Conditions

ACCEPTANCE:

On behalf of **City of Norwalk** the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

"CLIENT" is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as "ENGINEER".

1. SCHEDULE OF PAYMENTS

1.1 Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to ENGINEER shall be made on the basis of invoices submitted by ENGINEER and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse ENGINEER for all reasonable attorney's fees and court costs.

1.4 If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to CLIENT for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 CLIENT and ENGINEER each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. ENGINEER shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between CLIENT and ENGINEER and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against ENGINEER.

3. STANDARD OF CARE

3.1 In performing professional services, ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to ENGINEER. In the event of any termination, CLIENT will pay ENGINEER for all services rendered and reimbursable expenses incurred under the

Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. RECORD RETENTION

5.1 ENGINEER will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

5.2 Samples - All soil, rock and water samples will be discarded 30 days after submission of ENGINEER's report, unless mutually agreed otherwise or unless ENGINEER's customary practice is to retain for a longer period of time for the specific type of services which ENGINEER has agreed to perform. Upon request and mutual agreement regarding applicable charges, ENGINEER will ship, deliver and/or store samples for CLIENT.

6. OWNERSHIP OF DOCUMENTS

6.1 All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of ENGINEER, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to ENGINEER of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by ENGINEER.

6.2 Documents provided by ENGINEER are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this project or for any other projects or sites. Documents provided by ENGINEER on this project shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of ENGINEER. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this project, without ENGINEER's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on ENGINEER's part, and CLIENT agrees to indemnify and hold ENGINEER harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

6.3 Electronic Documents - ENGINEER cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format. If ENGINEER provides documents in electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against ENGINEER resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold ENGINEER harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

6.4 Electronic Data Bases - In the event that ENGINEER prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and ENGINEER that such project deliverables will be used and perhaps modified by CLIENT and that ENGINEER's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by ENGINEER, ownership is passed to CLIENT. ENGINEER will retain the right to use the developed data and will archive the data for a period of three years from the date of project completion.

7. INSURANCE

7.1 ENGINEER will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, and Automobile Liability during this project. ENGINEER will furnish certificates at CLIENT's request.

7.2 Risk Allocation - For any claim, loss, damage, or liability resulting from error, omission, or other professional negligence in the performance of services, the liability of ENGINEER to all claimants with respect to this project will be limited to an aggregate sum not to exceed \$50,000 or ENGINEER's compensation for consulting services, whichever is greater.

7.3 Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

8. INDEMNIFICATION AND DISPUTE RESOLUTION

8.1 ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost to the extent caused by ENGINEER's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom ENGINEER is legally liable. ENGINEER is not obligated to indemnify CLIENT in any manner whatsoever for CLIENT's own negligence.

8.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER harmless from any damage, liability or cost to the extent caused by CLIENT's negligent acts, errors or omissions in the performance of this Agreement or anyone for whom CLIENT is legally liable. CLIENT is not obligated to indemnify ENGINEER in any manner whatsoever for ENGINEER's own negligence.

8.3 CLIENT agrees that any and all limitations of ENGINEER's liability, waivers of damages by CLIENT to ENGINEER shall include and extend to those individuals and entities ENGINEER retains for performance of the services under this Agreement, including but not limited to ENGINEER's officers, partners, and employees and their heirs and assigns, as well as ENGINEER's subconsultants and their officers, employees, and heirs and assigns.

8.4 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and ENGINEER agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and ENGINEER further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement without litigation.

9. SITE ACCESS

9.1 Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for ENGINEER to make any surveys, borings, explorations, tests or similar field investigations. ENGINEER will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for ENGINEER. If restoration of the land is required to its former condition, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

9.2 Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. ENGINEER shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

10. OIL AND HAZARDOUS MATERIALS

10.1 If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, ENGINEER reserves the right to renegotiate the terms and conditions of this Agreement, the fees for ENGINEER's services and ENGINEER's continued involvement in the project. ENGINEER will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

10.2 The discovery of the existence or possible existence of hazardous materials or substances may make it necessary for ENGINEER to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate ENGINEER for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or ENGINEER's personnel. To the full extent permitted by law, CLIENT waives any claims against ENGINEER and agrees to indemnify, defend and hold harmless ENGINEER from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

11. SUBSURFACE INVESTIGATIONS

11.1 In soils, groundwater, and other subsurface investigations, conditions may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that may affect overall project costs and/or execution. These variable conditions and related impacts on cost and project execution are not the responsibility of ENGINEER.

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

12.1 For certain services rendered by ENGINEER, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's project is selected for an audit, CLIENT agrees to compensate

ENGINEER for time spent preparing for and complying with an agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and ENGINEER will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

13. CLIENT'S RESPONSIBILITIES

13.1 Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for ENGINEER's services or project implementation.

13.2 CLIENT will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to ENGINEER in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

14.1 ENGINEER has no control over cost or price of labor and materials required to implement CLIENT's project, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ENGINEER makes no warranty, expressed or implied, that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by ENGINEER. If CLIENT wishes additional information as to any element of project cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

15. CONSTRUCTION PHASE PROVISIONS

15.1 CLIENT and Contractor - The presence of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, does not make ENGINEER or ENGINEER's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

15.2 Contractor Control - ENGINEER and ENGINEER's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s)

or other entity or any other persons at the site except ENGINEER's own personnel.

15.3 On-site Responsibility - The presence of ENGINEER's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

15.4 Payment Recommendations - Recommendations by ENGINEER to CLIENT for periodic construction progress payments to the construction contractor(s) are based on ENGINEER's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

15.5 Record Drawings - Record drawings, if required as part of ENGINEER's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

The following provisions shall be applicable should the ENGINEER not provide Construction Phase Services in connection with the PROJECT:

16.1 It is understood and agreed that the ENGINEER's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the ENGINEER that may be in any way connected thereto.

16.2 In addition, the client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the ENGINEER.



DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS
NEW ENGLAND DISTRICT
696 VIRGINIA ROAD
CONCORD MA 01742-2751

August 24, 2015

Engineering/Planning Division
Geotechnical and Water Resources Branch

Mr. Brian Sweeney, P.E.
Norwalk Engineering Department
Room 225 – Norwalk City Hall
125 East Avenue
Norwalk, Connecticut 06856

RECEIVED
AUG 31 2015
PUBLIC WORKS

Dear Mr. Sweeney:

The routine inspection (RI) of the federally constructed Norwalk River Right Bank – Norwalk Connecticut Flood Damage Reduction (FDR) system in the city of Norwalk, Connecticut, was conducted on May 18, 2015. This system is located along the right bank of the Norwalk River and is bisected by the Perry Avenue Bridge. Enclosed is the detailed inspection report for the City's records.

The RI is an element of the U.S. Army Corps of Engineers (USACE) Levee Safety Program, the primary objective of which is to assure that levee systems are reliable and do not present unacceptable risks to the public, property, or the environment. The principles that guide the program include the shared responsibility among partners at all levels for levee safety, the adoption of uniform inspection standards and the need for routine and periodic inspections and screening level risk assessments.

The FDR system was evaluated on the basis of several general criteria (e.g. floodwalls, levee embankments) and associated items (e.g. concrete surfaces, rutting). Each of these items is rated "acceptable", "minimally acceptable", or "unacceptable". The system rating is derived from the ratings of the individual system components.

The Norwalk River Right Bank FDR system was rated as Minimally Acceptable. The minimally acceptable rating means that deficiencies were identified that require attention, none of which would prevent the system from performing as intended during the next flood event. However, these deficiencies do lower the reliability of the project and failure to address the deficiencies within the indicated timeframe could lead to more serious issues that could prevent the system from operating as intended.

The Norwalk River Right Bank FDR System has been determined to be Eligible in the Rehabilitation Program based on the results of this inspection. Please refer to the Interim Eligibility Checklist for the specific items used to make the determination.

The deficiencies that form the basis for the system rating are summarized below. The deficiencies need to be addressed in order for the system to be elevated to acceptable condition. The City must review the report in its entirety to gain a proper appreciation of the required work effort in order to formulate a realistic labor and cost schedule. Please note that the deficiencies reflect the condition of the system at the time of the inspection, and may not reflect work that has been performed in the period between the inspection and the issue date of the report.

- Items rated Unacceptable
 - None
- Additional Concerns
 - Retaining Wall Encroachment: Sponsor should provide the USACE with a removal status of the retaining wall built into the landside slope of the levee. Failure to address this within the year could result in the item being rated unacceptable and the system moving to "Inactive" status.
 - Housing Development: Sponsor should provide the USACE with "As-Built" drawings and a topographic survey of the housing development built along the levee crown and landside slope downstream from the Perry Avenue Bridge. Sponsor should also perform an engineering analysis to determine whether the housing development elevation is equal to that provided by the original levee, and whether the integrity of the protected area has been compromised. Failure to address this within the year could result in the item being rated unacceptable and the system moving to "Inactive" status.
 - Modifications: The USACE has approved the alterations to the Perry Avenue Bridge in a letter dated March 16, 2015. Sponsor shall provide the USACE with an update of the project in the next semi-annual report. Within 90 days of completion, the Sponsor shall provide the USACE with a complete hardcopy set of "As-Built" drawings of the project for our records. Sponsor shall update the Emergency Action Plan (EAP) to reflect the bridge alterations and provide the USACE with a copy. The Sponsor shall remove the shoaled areas within the channel and restore the channel cross-section to original dimensions to provide full channel capacity. The Sponsor shall provide "As-Built" drawings for the 2007 riprap modifications in the next semi-annual report. The Sponsor should also provide an update on the dam removal located upstream of the FDR System in the next semi-annual report.

- Minimally Acceptable Rated Items: Please refer to the inspection report for all "minimally acceptable" rated items. Please note that failure to correct the noted deficiencies in the inspection report could lead to the item being rated "unacceptable".
- Semi-Annual Reports and O&M Manual: Submit semi-annual reports on the operations and maintenance of the system, as per the Operations and Maintenance Manual. The reports should cover maintenance performed, new deficiencies or a worsening of existing deficiencies, emergency operations performed and any training or trial exercises performed during the reporting period.

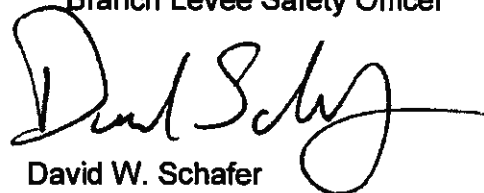
All of the noted deficiencies with the exception of the semi-annual reports should be addressed by July 2016. Please note that failure to correct the noted items in the inspection report within the indicated timeframe could lead to the project being rated "unacceptable". The importance of documenting progress in addressing various maintenance items in the semi-annual reports cannot be overemphasized. We will use the reports in part to gage the progress of your O&M efforts and the information provided may weigh heavily on the future status of the FDR System. The city of Norwalk personnel present during the inspection were helpful in providing access to the system; however it is still the responsibility of the Sponsor to ensure that the system is being operated and maintained properly.

I wish to thank your staff for their cooperation during the inspection. If you have any questions concerning the inspection, or other matters pertaining to The Norwalk River Right Bank FDR System in the city of Norwalk, Connecticut, please call Mike Bachand, District Levee Safety Program Manager, at (978) 318-8075 or myself, Scott Michalak at (978) 318-8350.

Sincerely,



Scott C. Michalak, P.E.
Chief, Geotechnical/Water Resources
Branch Levee Safety Officer



David W. Schafer
Chief, Emergency Management

Enclosure



Norwalk River Right Bank
Flood Damage Reduction System
Norwalk, CT
Routine Inspection
May 18, 2015



Inspection Point Rating Key
Green - Acceptable
Yellow - Minimally Acceptable
Red - Unacceptable

MEMORANDUM

To: Bruce Chimento, Director of Public Works
 Lisa Burns, Principal Engineer
 Kathryn Hebert, DPW Administrative Services Manager
 Robert Barron, Director of Management & Budgets
 Chris Torre, Superintendent of Operations
 Dilene Byrd, Administrative Assistant

From: Jessica C. Paladino, Waste Programs Manager

Date: June 7, 2016

Re: MSW and Recycling Report – May 2016

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: May-15	Current FY: May-16	Change	FY 15/16 Cumulative
Curbside tonnage	1,247.19	1,201.78	-3.6%	13,485.78
MSW tonnage out	1,975.18	1,859.18	-5.9%	20,390.92
Transfer station operating fee	\$63,125.00	\$64,400.00	2.0%	\$708,400.00
Transport and disposal fee	\$165,915.12	\$158,028.80	-4.8%	\$1,733,228.20
Curbside collection fee	\$84,883.75	\$87,430.25	3.0%	\$961,732.75
Total operating costs (less curbside)	\$229,040.12	\$222,428.80	-2.9%	\$2,441,628.20

MSW Consolidated Budget	
FY 15/16 Budget	\$3,788,905.00
Amount expended	\$3,403,360.95
Percent remaining	10.2%

Recycling Collection				
Recycling Collection	Previous FY: May-15	Current FY: May-16	Change	FY 15/16 Cumulative
Curbside tonnage	627.24	683.46	9.0%	7,488.15
Transfer station tonnage	52.79	42.50	-19.5%	449.37
Total monthly tonnage	680.03	725.96	6.8%	7,937.52
Curbside collection fee	\$82,400.00	\$84,872.08	3.0%	\$933,592.92

Recycling Budget	
FY 15/16 Budget	\$1,018,485.00
Amount expended	\$933,592.92
Percent Remaining	8.3%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: May-15	Current FY: May-16	Change	FY 15/16 Cumulative
Transfer station tip fees	\$41,298.75	\$37,880.10	-8.8%	\$367,609.55
Recycling revenue (curbside)	\$10,976.70	\$11,980.55	9.0%	\$131,042.83
Recycling revenue (T.S.)	\$923.83	\$743.75	-19.5%	\$7,863.98
Total revenues	\$53,200.28	\$50,384.40	-5.3%	\$506,518.15

July 2016

OPW Project Review

B

Project	PM	Status
---------	----	--------

Bridges and Structures

1	James Street over Silvermine River	VV	URS. Const. post Perry Ave. Bridge. 70% Submission sent to DOT. DOT working on ROW Impacts
2	Perry Avenue over Norwalk River	VV	Construction started on May 4th. Utilities being relocated. New pedestrian pattern in effect by July.
	Glover Avenue Bridge	LB	State plans for interchange call for replacing bridge. Requesting funds in Cap. Budget to do foundation work
3			
4	DOT Coordination - MPky Main Avenue	LB	Work in progress
5	DOT Coordination - I-95 widening/Conn Av	LB	Completed.
6	CTDOT Burnell Bridge	LB	Completed.
7	CTDOT Rails Wail/Commerce RR Tunnel	LB	One way detour to begin July 21st.
8	CTDOT/MN Traction Station	LB	Work in progress

Building Management

9	City Hall - security notification system	AL	Start design in July 2015. IT Dept is coordinating the project. Projected completion Aug 2016
10	City Hall - IT Center	AL	City/BoE IT equipment rooms relocated to FD HQ. Next - renovate existing room to code compliance.
11	City Hall - AC filtration system	AL	To be completed by September 2016
		AL	Retained architect and design near completion. Scheduled to go out for bids in Spring 2016 for Sept. start of construction. Additional Capital Budget allocation is required.
12	City Hall - roof replacement		
		AL	Light fixtures replaced. Specs. for shelving restoration completed and will advertise for bids. IT Department is developing Specs for PA equipment.
13	City Hall - community room		
14	Public Works Center - replace fire panels	AL	Start and complete project in Sept 2016
		AL	Fan coil and thermostat replacement completed. Piping replacement bids exceeded budget, will need to value engineer project scope
15	Public Works Center - upgrade heat controls		
16	Main library - facade and lighting repairs	AL	Complete by Jun 2016
17	Police headquarters - retaining wall repair	AL	Bids awarded. Project to be completed by August 2016
		AL	Received bids for window repairs and will complete repair work in Spring 2016. Window replacement project - reassessing project due to potential environmental hazardous materials.
18	Ben Franklin - window repairs		
19	Lockwood House - Fan Coil Replacement	AL	Assessing option for alternate design and/or fan coil unit to reduce costs. Thereafter rebid
20	Nathaniel Ely window replacement	AL	Assessing environmental testing requirements and schedule availability of time with daycare program
		AL	Project phased. Roof, gutters, window replacement and brick restoration completed. Working with Historical Commission to determine next phase for interior renovation.
21	Historic Smith Street Jail restoration		
22	LMM - Phase II ADA Improvements	AL	Received \$500,000 for Phase II ADA Improvement. Will prepare bid spec. in summer 2016

Drainage/Stormwater

23	General Drainage 2016	DB	In progress; ICW pavement management. West Norwalk Rd, East Beach, Splitrock Rd, etc.
24	Watercourse Maintenance	LB	Projects in development.
25	Drainage system map/GIS layer	RK	DPW crews regularly obtaining field info.
26	Stormwater Management Plan	MY	Resource-dependent. Working with Harbor Watch River Watch on 3 drainage systems.
27	Keeler Brook Watershed Project	MY	Counter Offer from property owner under review. Property acquisition needed to move project.
28	Metro-North Culverts - Bouton/Fitch	LB	Dependent on future funding.
29	East Beach drainage	OB	Road regrading plan completed.
30	Bouton Street	LB	All pipes cleared/operating. Structural solution not yet obvious.
31	Honeysuckle-Daphne Diversion	PS	Milone & MacBroom contract amendment work in Design Phase as of 10/8/2015. Design is progressing.
32	Culvert rehabilitation - Clinjon Avenue	LB	City to keep watch on how improvements function since state work completed.
33	Charles Creek outfall repair	LB	Rec'd COP from OEEP and permission from COE. DPW crews met with property owner. Will start spring
		PS	Milone & MacBroom. Draft Drainage Manual delivered for review of department staff. Fodor Farm Project to be advertised for bids in early July 2016.
34	Localized flooding challenges		

Traffic

35	Traffic Signal Upgrade - Phase 3	MY	Semi-final plans submitted
36	Traffic signals at 4 locations	MY	Getting bid pkg ready to advertise. Awaiting inspection staff - Winter advertising
37	Traffic signal - Main Street and Wall	MY	Bid pkg ready to advertise. Awaiting inspection staff - Coord. with Wall Street design
38	Stuart and Route 1 (102-286)	MY	State preparing for bid
39	Traffic Camera/Fiber Contract	MY	X-Part General Services. Annual contract to repair fiber and install traffic cameras.
40	Transportation Management Plan	MY	Route 123/Bartlett; Main Street/Cross under design as part of item 35
41	Traffic Signal Upgrade - Phase 4	MY	RFQ in preparation

Roads

42	Pavement Management 2015	DB	Deering. Base Contract Value Completed. Amendment Value In Progress.
43	Pavement Management 2016	DB	FGB Construction Company. In Progress
44	Road Reconstruction RD 2014-1	DB	Deering. Final Punch List Review in progress, prior to Final Payment
45	Permanent Repair (Patch) 2016	DB	Laydon Industries. Contract signing is imminent
46	Cracksealing	OB	100% Complete
47	2015 Pavement Marking Contract	PS	Safety Marking. Work is progressing.
48	Annual roadway consulting services.	DB	VHB. In progress.
49	East Avenue Improvements (I95-Winfield)	LB	Contract with ADA for design and traffic study in progress
50	Route 1 Improvements at East Ave	MY	State preparing for bid
51	Washington St/SoNo Pedestrian Improvements	MY	Semi-final plans to be submitted for review after public comments
52	City Hall parking facilities	AL	Will be completed Spring '17.
53	Norwalk River Valley Trail - Phase 2	MY	Public info meeting - tentative - early September
54	Highland @ Flax Hill	MY	Accident Reduction Grant received and design phase to be scheduled

Sidewalks and Footpaths

56	Curbs & Sidewalks @Various Locations 2016	DB	RD2016-1: Deering Construction; In Progress
57	Footpath rehabilitation	OB	Footpath replacement in conjunction with paving program: Tierney/Tolsome/Scribner

July 2016

Water Pollution Control Authority

58	Phase 2 WWTP Upgrade	LB	60% design completed. Project on indefinite hold.
58	SCADA/I&C	RK	Project Completed
60	Samitis Street Pump Station Replacement	RK	Punchlist.
61	WWTP sluice gate rehab	RK	Consultant selected, started design.
62	Beacon Street Interceptor Rehab	LB	Completed.
63	Contract Monitoring	LB	Completed.
64	Ely/Bouton Sewer Repair	LB	New pump station. Consultant selected.
65	Solids Handling Facility	LB	Conceptual design stage.
66	Main Lift Pumps	LB	Litigation on-going with Flowserve; contractor award made for pump replacement.
67	Keeler Brook PS Replacement	LB	Consultant selected.

Parking Authority

66	YDG facade improvements	KH	reviewing lighting aesthetic options with RDA and NAC
69	YDG elevator/stairwell ADA requirements	KH	waiting on proposals
70	SNRR Station joint/roof repairs	KH	waiting on proposals
71	Haviland Deck lighting/security camera upgrade	KH	waiting on proposals
72	Smartparking technology	KH	reviewing options for the Wall Street District

OTHER

73	SWRPA Regional GIS flight	SB	COMPLETED
74	LDA coordination - GGP-SoNo Collection	LB	Approval issued.
75	LDA coordination - POKO	LB	Under construction.
76	LDA coordination - Oiscale	LB	Reviewing plans for option phase.
77	Waypoints - Paving and Streetscapes # 3	LB	Punchlist
78	Norwalk Linear Trail - P&Z Project	MY	P&Z Project to complete east side trail. DPW prel. Design submitted to OEEP Permit. 148 East Av
79	Norwalk Linear Trail - NRA Proj	MY	CTDOT to likely include in I-95 median project at no cost to city/40 Cross - add to NRVt bid
80	Landmark Square	LB	Bids exceed available budget. Proj on Hold. Coordinate w. Wall Str RR tunnel 2015
81	Wall/West/Belden/Mott Intersection	LB	Under design by NRA.
82	Flock Process Dam	LB	Design Completed. Conservation Dept to put out to bid this spring. Needs completion by October 2016
83	Transfer station - replace compactors	JP	Two Compactors have been replaced; Replacement of third compactor on hold.
84	Transfer station - siding replacement	VV	Completed
85	West Avenue TE Grant	MY	Completed
86	West Avenue Median Plantings	MY	Project plans - 80% complete. Advertising on hold per NRA
87	Thermal Imagery	MY	Photos received and being analysed.
88	SRTS Roton School	MY	Semi-final design to be submitted - week of July 11.
89	Route 1 at Main	LB	Highpoints - Road widening project

GIS/Technology

90	AVL Project	CT	AVL Project completed
61	E-Permitting	LB	3 forms completed
92	Camera Replacement Project	CT	Revised program being evaluated.
93	EDMS	LB	Received grant for implementation.

Chimento, Bruce J.

From: Steve Serasis [floppy71@optonline.net]
Sent: Monday, June 27, 2016 2:02 PM
To: Dixon, Irene
Cc: Chimento, Bruce J.; Moccia, Mike; tssimms@optonline.net; Bowman, Phaedrel L.
Subject: Re: Temporary Barrier at Freese Park

Hello All,

It was left with the DPW head to figure out what would work for the said area, after a discussion with Mike Moccia. John Igneri left a message last Monday with him, upon my request.

Thank you

Steve

On Jun 24, 2016, at 3:11 PM, Dixon, Irene <idxon@norwalkct.org> wrote:

Good afternoon Bruce,

At the Health, Welfare and Public Safety Committee Meeting last night, an action item was approved which is to "contact DPW and copy Parks and Recreation to put up a temporary barrier at Freese Park by June 28th where there is currently a gap in fencing and nothing to prevent someone from falling into the river." Could you please facilitate this? There is a concert series that starts there June 28th.

Thank you and please let me know if I can help with anything.

Irene T. Dixon

Assistant City Clerk

Mayor's Office, City of Norwalk

125 East Avenue, Norwalk, CT 06856-5125

P (203) 854-7704 F (203) 854-7739

idxon@norwalkct.org

www.norwalkct.org

<image001.jpg> <image003.png>

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

Chimento, Bruce J.

From: Jackie Lightfield [jackie@norwalk2.org]
Sent: Monday, June 27, 2016 9:59 AM
To: Burns, Lisa; Chimento, Bruce J.
Subject: Fwd: Status Update for Request ID# 195842 - Sanitary Sewer

Hi there, just checking in with you regarding the (many) sewage odor complaints that I've submitted through the app. Pretty consistently they are closed within 24 hours. As it so happened, one of the guys from Aji 10 (10 Wall Street) told a group of us that he called the customer service line to complain, and was told that someone would come out on Wednesday of this week, "to pour chemicals" at the manholes to kill off the smell.

Is there a disconnect between what the automated system is doing versus calling in? Is someone really coming out on Wednesday? And if so why sin't this info shared the app?

Thanks for your help!

j

Jackie Lightfield
chief problem solver
@norwalk2
www.norwalk2.org
m: 203.434.5506
o: 203.807.4031

Begin forwarded message:

From: The City of Norwalk <notifications@citysourced.com>
Subject: Status Update for Request ID# 195842 - Sanitary Sewer
Date: June 27, 2016 at 7:57:03 AM EDT
To: Jackie lightfield <jackie@norwalk2.org>
Reply-To: <notifications@citysourced.com>



The City of Norwalk has updated your service request.



Request ID# 195842 - Sanitary Sewer

Hey Jackie!

We've got great news! The status of your Sanitary Sewer Service Request ID# 195842 has been

Chimento, Bruce J.

From: Jean Hoffman [jeh76ct@gmail.com]
Sent: Sunday, June 26, 2016 8:42 AM
To: Chimento, Bruce J.
Subject: Fwd: Safety Concerns (3/16/2016 1:25:21 PM) Norwalk

My concern is the intersection of Willard Rd and RT 1/Westport Ave in Norwalk. (I was told by the town of Norwalk that Rt 1 is a state road). So first I contacted various people from the state. Now I am being told that I need to contact you.

The driveway for 466 Westport ave does not have a traffic light. Some of the people leaving that business take a left out of the driveway and drive into the intersection without knowledge of which direction has the green light. On multiple occasions I have had the right of way in that intersection and have been cut off by people leaving 466 Westport Ave. Thankfully I have never been in an accident, however I have come close.

My request is either put a traffic light facing the driveway or require the people leaving 466 Westport Ave to take a right turn only. Below is a picture of the intersection. I hope this is the right email for this request. If possible, please let me know what the outcome of this request is. Thanks for your time. Feel free to reply if more information is needed.

Chimento, Bruce J.

From: Coach Clay [ironmancrt@aol.com]
Sent: Friday, June 24, 2016 11:34 AM
To: Chimento, Bruce J.
Subject: Re: Calf Pasture Beach Road

Bruce, thank you SO much for getting back to me. I just listened to your voice mail. If for some reason the project gets delayed please let me know. I hope you enjoy the weekend. Clay

Clayton R. Tebbetts
USA Triathlon Certified Coach
Multisports Academy
Yale University Triathlon Team
Team Mossman Triathlon Club/Events
203-530-3650 mobile 203-691-7349 gym
"May The Moss Be With You"

-----Original Message-----

From: Chimento, Bruce J. <bchimento@norwalkct.org>
To: 'Coach Clay' <ironmancrt@aol.com>
Sent: Fri, Jun 24, 2016 11:31 am
Subject: RE: Calf Pasture Beach Road

Coach,

I left you a voice message. It looks as if the Calf Pasture Beach Road will be paved July 5,6,7,8 so I think you will be OK. We may be able to start earlier.

Bruce
Bruce J. Chimento, P.E.
Director of Public Works



City of Norwalk
125 East Avenue
Norwalk, CT 06856-5125
Tel (203) 854-7990

From: Coach Clay [mailto:ironmancrt@aol.com]
Sent: Friday, June 24, 2016 9:01 AM
To: Chimento, Bruce J.
Subject: Calf Pasture Beach Road

Good morning Mr. Chimento. I left you a voice mail earlier but also wanted to send an email. I am the race director for the Mossman Sprint Triathlon scheduled at Calf Pasture Beach on 7/10/16. This will be our 14th year hosting the event there. I was alerted that Calf Pasture Beach Road has been milled. Calf Pasture Beach Road is part of the bike course and we will have 500 cyclists screaming down it on race day. They actually do the bike loop twice. The race would be in jeopardy if the road wasn't safe for cyclists. Can you please tell when when it will be re paved? I truly appreciate your time.
Thank you, Clay

Clayton R. Tebbetts
USA Triathlon Certified Coach
Multisports Academy
Yale University Triathlon Team
Team Mossman Triathlon Club/Events
203-530-3650 mobile 203-691-7349 gym
"May The Moss Be With You"

Chimento, Bruce J.

From: DGFORSLUND@aol.com
Sent: Friday, June 24, 2016 12:12 PM
To: Chimento, Bruce J.
Cc: pkaye27@gmail.com; jamescox900@hotmail.com
Subject: Question: Silvermine Way

Dear Mr. Chimento,

On April 28th I sent you the following email (see below) regarding the condition of Silvermine Way. You replied on April 29th that you would have someone visit the street. I have not heard from you since.

Silvermine Way has since gained another 3 potholes and much loose gravel (from the surface of the blacktop). The potholes are the breaking of a layer of blacktop from a layer of blacktop below.

Could you update us on the evaluation that your inspector has made and what kind of repairs can be done. I think this short cul du sac street is worthy of a total repaving, (as even your maintenance people have suggested).

*Thank you for your considerations,
Dave Forslund
5 Silvermine Way*

Sent April 28, 2016
Dear Mr. Chimento:

Re: Silvermine Way maintenance

Silvermine Way is a small cul du sac comprising of 8 residences off of Silvermine Ave just North of James Street. This road was constructed in 2001 and turned over to the City of Norwalk soon after.

The 5 residences facing the street are accessed in the \$600,000 range with annual tax bill of over \$14,000. We have joined together to maintain an island, guardrail area and properties adjoining the street.

We have called upon Norwalk Public Works to fix areas where the black top surface is breaking away and pot holes. They have been very responsive in responding to our requests.

However, now the street, in addition to large surface breakups, is showing signs of "graveling" on the surface, which sticks to the tires and is tracked on to our driveways and into our garages.

Last summer when a Public Works employee was repairing a surface break, commented that - he couldn't fix the problem and that the road needs to be repaved.

Our request: Would you have one of your personnel come to Silvermine Way and evaluate the street for what can be done to make the street more maintenance-free and of the grade that represents the value of our homes.

*Thank you,
Dave Forslund
5 Silvermine Way
dgforslund@aol.com
(203) 847-5184*

Chimento, Bruce J.

From: Paladino, Jessica
Sent: Friday, June 24, 2016 10:04 AM
To: Slattery, Tom; Hughes, Ken; Torre, Chris
Cc: Chimento, Bruce J.; Moccia, Mike; Paladino, Jessica
Subject: Holiday Weekend - Garbage and Recycling

All:

Garbage

Due to the volume of MSW and limited storage capacity at the Beach; the Norwalk Transfer Station will be open during special hours for the Parks Dept. The Transfer Station is open to the public Saturday July 2nd, from 7:00am-2:00pm. The DPW will open the Transfer Station on Sunday July 3rd from 9am-12pm and Monday July 4th from 9am-12pm.

City Carting will have a staff person onsite to load trailers with MSW. The City will have a Weighmaster and Supervisor onsite.

John Krysluk is the DPW Supervisor on-call for the weekend, and the Weighmaster onsite during the weekend is

- Saturday July 2nd 7:00am-2:00pm: Jose Figueroa
- Sunday July 3rd 9:00am-12:00pm: Bob Rees
- Monday July 4th 9:00am-12:00pm: Jose Figueroa

Recycling

The Parks Department currently has a dozen (12) 96-gallon blue recycle totes at the Beach, which they are going to affix "Recycling Only" and "Norwalk Recycles" stickers to the totes. The DPW is also going to lend Parks, 18 additional 96-gallon blue recycle totes for the holiday weekend.

City Carting will collect the recyclables from the 30 totes over the weekend (Friday July 1st, Saturday July 2nd, Sunday July 3rd, and Monday July 4th), and will text or email both Parks and DPW if there is a contamination issue. Please include Jessica, Ken, and Chris Torre on all contamination emails.

Please let me know if you have any concerns. I will be accessible via email, and back in the office on Friday July 1st.

Thank you,

Jessica C. Paladino
Waste Programs Manager
City of Norwalk
15 South Smith Street
Norwalk, CT 06855
203.854.3215
jpala@norwalkct.org
www.norwalkct.org

Chimento, Bruce J.

From: Coach Clay [ironmancrt@aol.com]
Sent: Friday, June 24, 2016 9:01 AM
To: Chimento, Bruce J.
Subject: Calf Pasture Beach Road

Good morning Mr. Chimento. I left you a voice mail earlier but also wanted to send an email. I am the race director for the Mossman Sprint Triathlon scheduled at Calf Pasture Beach on 7/10/16. This will be our 14th year hosting the event there. I was alerted that Calf Pasture Beach Road has been milled. Calf Pasture Beach Road is part of the bike course and we will have 500 cyclists screaming down it on race day. They actually do the bike loop twice. The race would be in jeopardy if the road wasn't safe for cyclists. Can you please tell when it will be repaved? I truly appreciate your time.
Thank you, Clay

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DEPARTMENT OF PUBLIC WORKS

TO: Public Work Committee
FROM: Connie Blair, Customer Service Manager
Cc: Bruce Chimento, Director of Public Works
SUBJECT: Customer Service Calls and Requests June 1st - 28th
DATE: June 29, 2016

The Customer Service Center received 530 calls with 442 requests for service related to Public Works. Listed are amounts of requests received in each Public Works category, what number of service request remain in progress, and the number of requests completed.

Category:	In Progress	Completed	Total
<i>Drainage</i> Catch basin cleaning, and repair, culvert maintenance	6	20	26
<i>Engineering</i> Contractor trench, permit Inspections, paving	27	37	64
<i>Landscaping</i> Tree inspection and removal, tree pruning and cutbacks	8	65	73
<i>Ordinance Enforcement Officer</i> Illegal dumping, illegal signs, sidewalk litter	27	1	28
<i>Road</i> Potholes, curbing, and sidewalk repair	23	72	95
<i>Solid Waste</i> Recycling, garbage, stickered carts, recycling and garbage	2	113	115
<i>Traffic</i> Signals, signs, sightlines issues	17	24	41
		Public Work Total Request June 29, 2016	442

VII. B

TO: MEMBERS OF LAND USE AND BUILDING MANAGEMENT COMMITTEE
FROM: DARLENE YOUNG, PROGRAM COORDINATOR
RE: INSTALLATION – ASSISTED LISTENING DEVICE AT VARIOUS BUILDING
DATE: June 29, 2016

As part of the 2013 ADA Transition and Compliance Study carried out in the City of Norwalk, physical barriers were identified to accessibility of all City programs, services and activities. The Study also identified and prioritized necessary structural and non-structural barrier removal solutions. Over the past few years, the City has worked to remove many of these findings/barriers to the disabled in City-owned buildings and facilities.

One finding/barrier of the Study states that some departments and programs provide auxiliary communications aids when needed by participants with disabilities effecting communication, but provision of communication aids and services is not consistent across departments and programs and there are no policies and procedures to ensure that effective communication aids and services—including assistive listening systems—are provided when needed.

To fully comply with the provision of auxiliary communication aids and services as required under ADA Title II, the City of Norwalk recently solicited bid submissions for the supply and installation of assisted listening device equipment for additional public meeting spaces at the following Norwalk municipal facilities: City Hall (Rooms A300, 333 & 334), the Police Station (Community room, press conference room & Chief's conference room) and the Senior Center (Rooms A, B & gym). On June 23, 2016, the Purchasing Department received 2 bids. Attached is the bid summary. Sound Associates, Inc. bid package included all of the required documents. Sound Stage Productions, Inc. did not include the required bid bond with their submission and therefore their bid was rejected. Sound Associates, Inc. is the lowest responsible bidder.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Sound Associates, Inc. for the installation of assisted listening device equipment at the following municipal buildings: Norwalk City Hall, Norwalk Police Dept, and Norwalk Senior Center for a total not to exceed \$114,474.00 Acct. # 0910005777 C0536
- b. Authorize the Department of Human Relations to execute change orders for a total not to exceed \$11,447.00

June 23, 2016

Norwalk Purchasing Department Response Summary Project # 3681

ASSISTED LISTENING DEVICES – SUPPLIED & INSTALLED

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

CONTRACTORS

	Sound Associates, Inc.	Sound Stage Production, Inc.					
1. ASSISTED LISTENING DEVICES – SUPPLIED & INSTALLED	114,473.08	113,482.00					
2. Description – (Costs for the systems listed below includes supply of equipment & installation.)							
2.a. Assisted Listening Systems in City Hall	50,488.83	55,996.00					
2.b. Assisted Listening Devices in Senior Center	31,959.12	36,616.00					
2.c. Assisted Listening Devices in Police Dept.	22,499.77	20,870.00					
TOTAL (Sum of 2.a. + 2.b. + 2.c. =)	104,947.72	113,482.00					
Assisted Listening Device EQUIPMENT – SUPPLIED & INSTALLED – Add Alternate #1	6,016.44	11,500.00					
Assisted Listening Device EQUIPMENT – SUPPLIED & INSTALLED – Add Alternate #2	809.85	5,500.00					

Historical Commission
City of Norwalk
125 East Avenue
Norwalk, CT 06851

June 28, 2016

Land Use & Building Management
Common Council, City of Norwalk
125 East Avenue
Norwalk, CT 06850

Dear Committee Members:

In the 2016/17 Capital Budget, the Council approved funds to replace the roof on the Town House and restore the Yankee gutters. This past year, the Historical Commission authorized Gill & Gill Architects to develop a design and specification for the restoration of the roof back to cedar shingles, along with the built-in gutter system. Sometime in the early 1960s, the wooden shingles were removed and an asphalt shingle roof was installed which also covered the gutters. The roof is in poor condition, with numerous tar patches applied to stop leaks and the eaves that contained the gutters are rotting rapidly. The lack of gutters results in poor drainage around the building and mold and mildew build-up on the foundation and walls of the building.

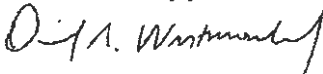
City of Norwalk Purchasing recently issued a request for proposals. The bid summary is attached. We are recommending awarding the bid to the lowest bidder, Milan's Expert Renovation LLC, in the amount of \$65,650, as the base bid amount. We are not accepting any of the "add/alternate" bids for painting of the Town House, as we believe that we can solicit further bids and achieve a lower price.

We are recommending a higher than normal contingency, \$12,000, as we believe it is highly likely that the eaves containing the Yankee gutters will require complete reconstruction, in the amount of \$9,200 as shown under 1.1 C No 2 in the attached bid summary. The remaining \$2,800 will be held for normal, unforeseen project expenses such as repairing any damaged plywood sheathing underneath the existing roof.

The proposed action is:

Award bid for the replacement of the Town House roof and Yankee gutters to Milan's Expert Renovations, LLC in the amount not to exceed \$65,650.00. Authorize the Historical Commission to issue change orders not to exceed \$12,000. Accounts 0915630 5777 C0521, 09166310 5777 C0521, and 09176310 5777 C0521.

Sincerely yours,



David G. Westmoreland
Chairman

Attachment

June 20, 2016

Norwalk Purchasing Department Response Summary Project # 3691 Roof Replacement - Mill Hill Town House

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

		CONTRACTORS					
		Alden Bailey Restoration Corp.	J. Antonelli Roofing	Milan's Expert Renovation, LLC	Scholar Painting & Restoration LLC		
A	Roofing	\$ 54,560.00	\$ 45,800.00	\$ 54,700.00	\$ 48,700.00		
B	Gutters and leaders	\$ 14,828.00	\$ 21,050.00	\$ 10,950.00	\$ 24,500.00		
Total Lump Sum (Items A and B)		\$ 69,388.00	\$ 66,850.00	\$ 65,650.00	\$ 73,200.00		
1.18 No.1	Cost per square foot to replace damages roof 3/4" cdx plywood sheathing	\$ 6.00	\$ 3.00	\$ 9.00	\$ 8.50		
1.18 No.2	Cost per linear foot to provide new copper lined Yankee gutter to match existing profile including outer crown molding	\$ 124.00	\$ 283.00	\$ 60.00	\$ 125.00		
1.1C No.1	Painting	\$ 27,800.00	\$ 52,692.00	\$ 19,000.00	\$ 19,430.00		
1.1C No.2	Cost to replace entire existing Yankee gutter with new copper lined Yankee gutter to match existing profile including outer crown molding	\$ 17,900.00	\$ 32,230.00	\$ 9,200.00	\$ 43,880.00		

Memorandum

To: City of Norwalk, Members of the
Land Use and Building Management Committee
CC: Alan Lo, Tom Hamilton
From: William Hodel, Karen Bartron
Date: 7/1/16
Re: Intrusion Systems Repair/upgrade

As part of the ongoing security improvements through our capital account expenditures (roughly 2.3 million over two years), Norwalk Public Schools Purchasing Department solicited proposals for the repair and upgrade of Intrusion systems at ten school locations. The current intrusion systems in place at the majority of the NPS district are not performing well resulting in an increase in false alarms and unnecessary NPD visits. The systems are installed with proprietary software and only one service provider can perform work. Norwalk Public Schools hired a security consulting group to assess these systems and make recommendations on replacements which provided the basis for the proposal specifications. In addition, the district's request for proposals required a non-proprietary system. The low bidder is a highly qualified, factory authorized dealer and only performs work for Connecticut school districts.

Two bids were received:

Security Solutions, Inc.	\$116,350
Tone Klear Sonics/Integrated Systems Services, LLC	\$60,876

ACTION REQUESTED:

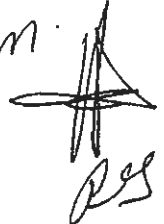
Authorize the Purchasing Agent to issue a purchase order to Tone Klear Sonics/Integrated Systems Services, LLC, 87 Church Street, East Hartford, CT 06108, for the repair and upgrade of Intrusion Systems at 10 schools for a total not to exceed \$60,876, plus a contingency allowance for not to exceed \$6,087 (Total of \$66,963). Account #0915-5010-5777-CO537.

INTRUSION DETECTION

RECEIVED

MAY 27 2016

NORWALK PUBLIC SCHOOLS
FINANCE DEPARTMENT

3:04 P.M.


BID PROPOSAL

SECTION 00 41 00

Bid from: Integrated Systems Services LLC
(Firm)

To: The City of Norwalk
Purchasing Agent
ATTN: Karen Bartron
Norwalk Public Schools
125 East Avenue
Norwalk, CT 06852

Re: Bid for
Intrusion Detection System Upgrades
Norwalk Public Schools
Norwalk, Connecticut

All bids shall include freight and installation as further defined in the specification Instructions to Bidders. We understand that The Norwalk Public School's is tax exempt.

The undersigned proposes and agrees to provide Intrusion Detection Equipment and peripheral devices for The Norwalk Public Schools, Norwalk, Connecticut, required by and in strict accordance with bid specifications, dated April 25, 2016, prepared by D'Agostino & Associates, LLC., and provisions of Specifications enumerated herein for all work; including all addenda issued prior to opening of bids, for the unit prices as follows:

PRICES INCLUDE PROCUREMENT OF DEVICES, DELIVERY, INSTALLATION & CONFIGURATION:

LUMP SUM TOTAL BID AMOUNT (All Schools)

\$ 60,876.00

April 25, 2016

Norwalk Public Schools
28 16 00-15

INTRUSION DETECTION

(If discrepancy in totals written amount will be used.)

UNIT PRICING

CRANBURY ELEMENTARY SCHOOL, 10 KNOWALOT LANE

BID AMOUNT \$ 9,344.⁰⁰

(If discrepancy in totals written amount will be used.)

FOX RUN ELEMENTARY SCHOOL, 228 FILLow STREET

BID AMOUNT \$ 5,599

(If discrepancy in totals written amount will be used.)

JEFFERSON MAGNET SCHOOL, 75 VAN BUREN AVENUE

BID AMOUNT \$ 7,304

(If discrepancy in totals written amount will be used.)

KENDALL ELEMENTARY SCHOOL, 57 FILLow STREET

BID AMOUNT \$ 3,324

(If discrepancy in totals written amount will be used.)

NATHAN HALE MIDDLE SCHOOL, 176 STRAWBERRY HILL AVENUE

BID AMOUNT \$ 5,393

(If discrepancy in totals written amount will be used.)

PONUS RIDGE MS, 21 HUNTERS LANE

BID AMOUNT \$ 9,486

(If discrepancy in totals written amount will be used.)

INTRUSION DETECTION

ROTON MIDDLE SCHOOL, 201 HIGHLAND AVENUE

BID AMOUNT \$ 5,433

(If discrepancy in totals written amount will be used.)

SILVERMINE ELEMENTARY SCHOOL, 157 PERRY AVENUE

BID AMOUNT \$ 6,214

(If discrepancy in totals written amount will be used.)

WEST ROCKS MIDDLE SCHOOL, 81 WEST ROCKS ROAD

BID AMOUNT \$ 4,402

(If discrepancy in totals written amount will be used.)

WOLF PIT ELEMENTARY SCHOOL, STARLIGHT DRIVE

BID AMOUNT \$ 3,877

(If discrepancy in totals written amount will be used.)

SERVICE LEVEL AGREEMENT (SLA)

The Bidding contractor must furnish a separate document on their company letterhead for an SLA. The SLA shall minimally include the criteria defined in specification 28 16 00, article 4.6.

The Owner reserves the right to award individual schools to separate bidding contractors as required to meet the installation schedule

SIGNATURE

Bidder Integrated Systems Services LLC
(Full Legal Name)

By [Signature]
(Authorized Signature)

By A.S. Mandakia, Managing Member LLC

April 25, 2016

Norwalk Public Schools
28 16 00-17



DEPARTMENT OF PUBLIC WORKS

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE
NORWALK FACILITIES CONSTRUCTION COMMISSION

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : **ON CALL ARCHITECTURAL SERVICES FOR FURTHER
DEVELOPMENT OF THE SCHOOL FACILITIES
IMPROVEMENT PROGRAM**

DATE: JULY 1, 2016

As you know, the Norwalk Board of Education has put together a school facilities improvement plan to identify and address student enrollment needs and school facilities improvement needs. With the assessment report completed earlier this year, Board of Education is actively evaluating various components of the report to further define/refine the report recommendations. This process of evaluation requires additional design services from the architectural firm of Silver Petrucelli Associates to support the Board of Education's efforts. The original assessment report was funded through Board of Education's budget. With the City's allocation of capital budget funds as part of the FY 2016-2017 budget, the City, through Norwalk Facilities Construction Commission (NFCC), will begin its involvement to support Board of Education on the implementation of the facilities improvement plan....beginning with project planning phases, through project design phases and finally school construction phases. These responsibilities are outlined in the City Ordinances.

Attached is a fee proposal from Silver Petrucelli Associates relating to additional on-call services to assist Board of Education in further development of various components of the school facilities improvement plan. Additionally, it is important to note that Norwalk High School was excluded from the facility study. However, through the Board of Education evaluation process, the Board felt strongly that the study should include Norwalk High School. Therefore, Norwalk High School has been included as part of Silver Petrucelli's on-call services proposal.

As Board of Education finalizes its recommendation on specific building improvement projects, the City, through NFCC and working closely with Board of Education staff, will proceed with project implementation by issuing Request for Proposals (RFP) for architects for each specific project.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Silver Petrucelli Associates for on-call architectural design services necessary to provide design support for the Board of Education to finalize the school facilities improvement plan. Total amount for services shall be for a total not to exceed \$75,000. Funds are available from FY2016-2017 School Improvement Capital Budget account.

SILVER/PETRUCELLI+ASSOCIATES

Architects / Engineers / Interior Designers

3190 Whitney Avenue, Hamden, CT 06518-2340

Tel: 203 230 9007 x200 Fax: 203 230 8247

silverpetrucelli.com



June 14, 2016

Mr. Tom Hamilton
Chief Financial Officer
Norwalk Public Schools
P.O. Box 6001
Norwalk, CT 06852 - 6001

Re: Added Service Proposal: Continue Study
Norwalk Public Schools Facilities Feasibility Study
Norwalk Public Schools Purchase order 6002581-00
S/P+A Project No. 14.284

Dear Mr. Hamilton:

We have presented the final PowerPoint program for the Norwalk Public Schools study on several occasions and believe that all parties have been receptive and have generally agreed with the recommendations. The City legislative council has approved \$3 million to advance the recommendations. While many steps remain in the future and certainly the financial commitment is significant, you have requested that we now supplement the study to continue to develop and refine specific recommendations as well as assist with the project cost development and schedule. Ultimately you may retain a construction manager function in a program management capacity. Our role will be to assist with this process and provide the design leadership and programming expertise for grants, design, and demographics. There are nuances necessary to arrive at a final project capable of being placed on the state's legislative priority list for grant application as well as meeting the City's financial planning.

There are two significant decisions made and several implied that affect the final study and the recommendations there-in.

- One, is to build a Pre-K to 8th grade intra-district magnet school on the Ely site, retain the tennis and basketball program/courts, and retain a portion or all of the current head start early child development program in the original Ely School.
- Two, would be not to pursue the Naramake school site as Pre-K to 8th grade school.

These decisions will now cause the recommendations to be revised and can be advanced by determining how to meet the goals and accomplish the revised recommendation.

The Ely site therefore is "not readily available" because the larger school will now require the new playing fields; preferably a soccer field with a softball field overlay. The current school "has strings attached" with funding from at least two state authorities and possibly a third for open space. You collectively have done an excellent job of bringing these to light and are in the

process of determining how best to proceed. The site and open space requirements are under the City's umbrella and they too are bringing to light how best to proceed with the use of the northern parcel for recreation fields. Therefore, all of this will take time and while this is the first project to start it may not yield the swing space by creating the vacancies in the existing schools to alleviate some of the overcrowding.

In short, it now makes sense to rank Ponus Ridge MS as the most readily available site and that the proposed Pre-K to 8th grade intra-district magnet school should be coupled with Ely as the first projects to start. The Ponus Ridge additions can be built as "generic school space" and then could be used as swing space for all or some of the master plan projects. The School Facilities Master Plan Study reveals that Jefferson and Columbus schools are going to continue to grow and are highest ranking and first in terms of total needs. Therefore, these two schools (along with West Rocks Middle School) are recommended for renovations. If we develop the idea that Ponus Ridge swing space will be used first for Jefferson, then once Jefferson is complete how many of the 611 student will return to Jefferson and similarly how many of the 350 at Columbus will return once this school is renovated next. This concept will be tested based on the matrices we developed in the study and revealed to your team of discussion and ultimately approval. Once this step is accomplished, we can develop project costs and schedules

Briefly the state school construction process is changing rapidly and most recently and uncharacteristically, the bonding for some of the school construction grants were removed from the priority list. It appears to make sense that once we are collectively ready to meet with the DAS commissioner and present the total revised recommendation including funding and schedule. The State can then respond and perhaps plan accordingly. At least it will signal to the State the city/district's master plan and elicit a reaction.

This proposal will also include some study of the Norwalk High School. As you know, during the course of the process the question was raised; Why the two high schools were not included? And while everyone agreed that it was done to reduce the cost of the study, a lot has changed since that decision was made. Dr. Adamowski has come on board and is working with NPS and the BOE to take the first steps to implement a new vision for the NPS. As you know we incorporated some of this vision into the completed study by identifying the schools best suited to the creation of educational choice, neighborhood schools, and cohort learning. The potential to create a Pre-K thru 12th grade cohort educational path encompassing the high schools is key to this vision reaching fruition.

We are now writing this proposal to include the Norwalk High School within the final recommendations of the completed feasibility study. The goal will be to identify the elements necessary to create a "world class" educational learning and teaching environment for the 21st century at Norwalk High School.

Bill Hodel discussed a number of things relative to this request at NHS. First, as you may know we were involved in the NECA project and Bill reported that this program was recently increased to include two additional classrooms. While we are pleased to be tangentially involved in this success, it clearly identifies a program that is working well and should be fostered at NHS. Therefore, the spatial needs and future of this program will be studied in more detail.

The STEM (and possibly STEAM) component will be the second primary focus and in particular what has changed since the science additions were added in 2004. How are these spaces meeting today's and the projected future needs of NHS? The technology will be of particular interest and the interconnectivity of technology with the educational path and practical application thereof. The greenhouse on the roof was recently requested to be funded and reopened. We will investigate this and the relationship of this request to the academic programs. Photovoltaic (PV) panels have been raised a number of times and the feasibility of incorporating this element in the STE(A)M program, with the greenhouse and roof access. Finally, this leads to the discussion of this school as a LEED project above and beyond the SCG/DAS and the HPB standards. The proposal will include the "formulation" of the

LEED process by including the LEED checklist as a point of discussion, selection, and ultimately identifying the preliminary elements of energy conservation and environmental stewardship that is most important to NPS and the City for the schools.

We will not include the mechanical or HVAC walk through and analysis of NHS. We understand that Bill Hodel is seeking a proposal from EverSource to study the post commissioning of NHS & BMHS. We will however include any work or walk through that we have already provided to NPS such as the brief review of the pool/natatorium. We are aware of the cooling tower problem and/or replacement and will seek additional information for this and any other projects or initiatives that have occurred recently. We will incorporate this type of information into a new capital needs report for NHS.

The demographic portion of the NHS & BMHS were included in the current study and are therefore ready for incorporation in this work without adjustment.

With your approval we will interview Principal Reginald Roberts, Karen Amiker, NECA and any others you identify in the academic setting. We will discuss this with Dr Adamowski and the educational leadership team as well as the capital needs both inside and outside the school building. With your direction, we will create a physical facility pedagogy for NHS.

We will not pursue the Pre-K to 8th grade school at Naramake.

Finally, we will study the aesthetic of NHS, predominately on the exterior where the exterior concrete walls lack of traditional details and modern style contribute to the "urban legend" that the NHS was designed by an "architect that designed prisons". The concrete façade is visually bleak and heavy. We will identify options to change the aesthetic and improve the image of the school, such as continuing the metal panels used in the 2004 additions. On the interior, for example, the use of warmer colors and material wood for example, would contribute to a more positive visual appeal and will be included in the study as well. The two courtyards are a visual asset.

As described above and with reference to our recent discussions and meetings, Silver / Petrucelli + Associates is pleased to submit this proposal to assist the Norwalk Public Schools and the City of Norwalk with continuing the schools' study and now adding Norwalk High school.

MASTERPLANNING AND REVISIONING

1. We will meet with the team and collect the initiatives that the City, BOE, et al have accomplished since February. We will issue a set of meeting minutes and or communication brief to all parties.
2. We will revisit the deployment models needed to "re-stack" the recommendation, and look at the 10 year deployment model.

NHS FACILITIES CONDITION ASSESSMENT

1. We will field investigate the existing conditions of the affected spaces at the NHS building and site, including existing space layouts and general building code conditions that may influence the capital needs and potential for expansion. We will field verify the general layout information that is available in the existing condition plans made available to us, and this information will be entered into our base CAD plans for use in developing alternative layouts.

2. We will also generally evaluate the site and traffic patterns for vehicles, student drivers, parent drop-off and pick-ups as well as the busses. This evaluation will include how these uses can be separate or configured in a safe and orderly layout.
3. We will design options for an accessible building entry at the main entry and the potential to interconnect the two school buildings on the two sites as well as the ongoing discussions of and implementation of the CT School Infrastructure Council (SSIC).

NHS PEDAGOGY VISION

1. We will interview a selected list of educators and prepare meeting notes or statement of purpose summarizing what we have learned. We will then meet with Dr. Adamowski and the NPS leadership team to discuss the options identified and the potential. We will then create a specific educational vision for the NHS, as it would relate to a master plan. This will then be included in the implementation phase.
2. We will meet and discuss how best to position the future improved schools space needs to prepare the students for the future pedagogy. The rapid advent of technology, environmental, and global outlook may well change some of programming.

PROGRAMMING STUDY AND TEST FITS – Elv, Ponus Ridge, Jefferson, Columbus, etc.

1. We will initiate this step with a programming meeting with our design team to review the current preliminary programs and explore other similar developments in the State. We will seek information on use patterns, scheduling, diversity, and use of facilities, as well as any unique building and site features along with furniture and equipment particulars, space requirements, etc. We will then translate these observations and program information and compare them to the current space program summary, quantifying the current and future space needs against the total space available.
2. We will translate the program needs, adjacencies and future space requirements into alternative block layout solutions, presenting options of use and space relationships that will be reviewed in detail with the staff. We will explore and document some of the more significant code implications (if any) of the project.
3. Final conceptual block diagram layouts of the program spaces will be developed as well as a narrative report of the program development, our findings and recommendations for the organization of the space modifications and relocations that are being recommended.
4. We will follow the same design process for the site design as described in 1 through 3 above.
5. We will use the program block diagram developed in the Programming Study noted above to test fit-out layouts of potential programs on the school building and school site. We will layout the "new school program" on the existing floor plan and explore the options of fitting the program needs into the proposed facility as well as on the balance of the site.
6. We will meet with you and review the preliminary layout and make any necessary adjustments to the floor plan and site plans. Once approved we will prepare a narrative of the design and generate rendered site and floor plans.
7. We will prepare the opinion of probable project cost for the preferred and recommended option(s) and review these details and options, especially any LEED initiative or outliers to the core educational cost.

8. We will then incorporate the newly envisioned utilization for the NHS with the updated NPS feasibility study

SERVICES NOT INCLUDED

We are capable of providing a wide range of additional services should you require the assistance, or should the project scope be revised. These services include:

1. Schematic Design, Design Development, Construction Document or Construction Administration Services
2. Structural design services.
3. Developed Civil Engineering and Landscape Architecture detail.
4. State Department of Education Grant Review or Development
5. Local agency approval services and referendum approval assistance.
6. Extensive field measuring (assumes that CAD & GIS data files are available to us)
7. Environmental testing design or construction administration phase services.
8. Geotechnical engineering or soil borings to determine subsurface conditions, including underground utilities.
9. Printing in excess of 6 study sets.
10. More than two (2) formal presentations to Boards or Commissions.
11. Other sites may be included but to any depth of analysis.
12. Large format printing on boards.

COMPENSATION

For the services listed herein, we propose a fixed fee of **Seventy Five Thousand Dollars (\$75,000)**.

This fee includes all customary reimbursable expenses such as travel, long distance telephone and progress printing plus 6 final study sets.

Any additional services that you may require during the project can be compensated on an hourly cost plus basis, in accordance with the attached "Standard Hourly Rate Schedule". If the scope is well defined, a mutually agreeable fixed fee can be negotiated. All other terms of our agreement will be in accordance with our Owner/Architect Agreement, Standard AIA Form B102, signed on January 23, 2015.

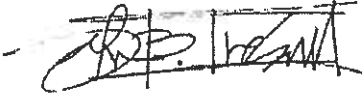
SCHEDULE

We can begin our work within one (1) week of your notice to proceed and can complete the study within two (2) months, which relies on the availability and decisiveness of your program team involved with the project.

Tom Hamilton
Norwalk Public Schools
June 14, 2016
Page 6

If this proposal is acceptable, please sign below returning one copy to us, retaining the original for your files. We appreciate the opportunity to continue working with the City on this important project. If you have any questions, please do not hesitate to contact me or Bill Silver at 203-230-9007, ext. 204 and 206, respectively, or jireland@silverpetrucelli.com and bsilver@silverpetrucelli.com.

Sincerely,

A handwritten signature in black ink, appearing to read "J. B. Ireland", written over a horizontal line.

John B. Ireland, AIA, LEED AP
Architect, Senior Project Manager

Accepted: _____ Date: _____
Norwalk Public Schools

CC: William Hodel, NPS
Alan Lo, City of Norwalk
William Silver, SP+A

Attachments: SP+A Hourly Rates

SILVER / PETRUCELLI

Architects / Engineers / Interior Designers
3190 Whitney Avenue, Hamden, CT 06518-2340
Tel: 203 230 9007 Fax: 203 230 8247
silverpetrucci.com



STANDARD HOURLY RATES

2016

<u>Personnel</u>	<u>Hourly Rate</u>
Principal/Project Manager	\$186
Principal/Project Architect	\$173
Principal Civil Engineer	\$191
Principal M/E Engineer	\$186
Principal Structural Engineer	\$160
Sr. Structural Project Engineer	\$133
Sr. Project Engineer/Manager	\$163
Civil Engineer	\$133
Interior Designer	\$107
Landscape Architect	\$174
Construction Administrator/Building Official/Fire Marshal	\$121
Architectural Designer/Job Captain /Specification Writer	\$116
Project Engineer	\$107
Civil CADD Operator	\$96
Engineering Designer	\$100
Architectural Draftsperson	\$94
Clerical/Word Processing	\$80



DEPARTMENT OF PUBLIC WORKS

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT
COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 
MARY OSTER, EARLY CHILDHOOD COORDINATOR

RE : BEN FRANKLIN CENTER – LICENSE AGREEMENT WITH
STEPPING STONES MUSEUM FOR CHILDREN

DATE: JUNE 23, 2016

With Norwalk Housing Authority no longer providing various childcare services at Ben Franklin Center and Nathaniel Ely Center as of July 1, 2016, Stepping Stones Museum for Children has agreed to operate a 5-week summer program starting July 5 through August 5, 2016 at Ben Franklin Center. This program is for children currently enrolled in CDI/Head Start during the school year. The Child Daycare Contract grant from the state that would normally fund a summer program run by CDI/Head Start will be used for the program. This will help to ensure that vulnerable group of children, many of whom are going to kindergarten in the fall are engaged for five weeks during the summer.

The program operated by Stepping Stones has obtained all approvals necessary for a summer camp program for children and are in receipt of a summer camp license from the State of Connecticut, Office of Early Childhood (OEC).

The terms of the Agreement shall be as follows:

- Agreement period: July 5-August 5, 2016
- Rooms used: 4 classrooms, common area and bathrooms on the 1st floor
- Stepping Stones Museum for Children will provide the required insurance coverage
- Both parties have the rights to terminate within 14 days

- The Office of Building Management may incorporate other operating requirements necessary for the proper management and operation of the building.
- Janitorial services of the classrooms and common areas will be provided by Stepping Stones. The repair and replacement of building system (except items that is caused by misuse or vandalism by the Licensee) shall be the responsibility of the City
- As this is a 5-week summer learning program created with the help of Stepping Stones for Headstart children who will otherwise be un-served, no common charges will be assessed.

In addition, as discussed at the June 1, 2016 Land Use and Building Management Committee meeting, some of the upcoming summer program schedules may not coincide with the approval schedules. To resolve this conflict, Law Department agreed to develop an user/event permit which will allow Stepping Stones use of the building on an interim bases.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Stepping Stones Museum for Children for the use of 4 classrooms on the first floor of Ben Franklin Center from July 5, 2016 to August 5, 2016 to provide a summer camp program.



DEPARTMENT OF PUBLIC WORKS

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT
COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 
MARY OSTER, EARLY CHILDHOOD COORDINATOR

RE : NATHANIEL ELY CENTER – LICENSE AGREEMENT WITH
ODYSSEY EARLY LEARNING AND ENRICHMENT
PROGRAMS

DATE: JUNE 28, 2016

With Norwalk Housing Authority no longer providing various childcare services at Ben Franklin Center and Nathaniel Ely Center as of July 1, 2016, the City has received a proposal from Odyssey Early Learning and Enrichment Programs to operate a year-round childcare program for a 26-month contract period starting July 1, 2016 through August 31, 2018. The program for children ages 15 months through 3-years is funded through the Child Daycare Contract grant from the state for which the City serves as the contractor. The preschool program is funded through the School Readiness grant from the state for which the City serves as the fiduciary. This funding provides access to high quality full day childcare for qualifying Norwalk families.

Odyssey Early Learning and Enrichment Programs has obtained all approvals necessary for a childcare facility and are in receipt of a childcare license from the State of Connecticut, Office of Early Childhood (OEC).

The terms of the Agreement shall be as follows:

- Agreement period: July 1, 2016 – August 31, 2018.
- Rooms used: Nathaniel Ely Center - 13 classrooms, common area, offices and bathrooms on the 1st and 2nd floors.
- Odyssey will pay \$2.50/sq. ft. /per year beginning on September 1, 2016 to August 31, 2018 (no payment for summer of 2016) for utilities for all rooms used. Space to be determined by the Office of Building Management.
- Odyssey will provide the required insurance coverage.

- Both parties have the rights to terminate within 60 days.
- The Office of Building Management may incorporate other operating requirements necessary for the proper management and operation of the building.
- Janitorial and security services of the classrooms and common areas will be provided by Odyssey. The repair and replacement of building system (except items that is caused by misuse or vandalism by the Licensee) shall be the responsibility of the City

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Odyssey Early Learning and Enrichment Programs:

- a. for the use of the first and second floors of Nathaniel Ely Center for childcare programs from July 1, 2016 to August 31, 2018. Utility payment shall be \$2.50/sf/yr beginning on September 1, 2016**
- b. to provide funding to Odyssey Early Learning and Enrichment Programs through Child Daycare Contract grant and the School Readiness grant for educational child daycare services for toddler & preschool-aged children.**



DEPARTMENT OF PUBLIC WORKS

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT
COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*
MARY OSTER, EARLY CHILDHOOD COORDINATOR

RE : BEN FRANKLIN CENTER – LICENSE AGREEMENT WITH
GROWING SEEDS CHILD DEVELOPMENT CENTER

DATE: JUNE 28, 2016

With Norwalk Housing Authority no longer providing various childcare services at Ben Franklin Center and Nathaniel Ely Center as of July 1, 2016, the City has received a proposal from Growing Seeds Child Development Center to operate a year-round childcare program for a 26-month contract period starting July 1, 2016 through August 31, 2018. The program is for children ages 15 months through 5-years and is funded through the Child Daycare Contract grant from the state for which the City serves as the contractor. This funding provides access to high quality full day childcare for qualifying Norwalk families.

Growing Seeds CDC has obtained all approvals necessary for a childcare facility and is in receipt of a childcare license from the State of Connecticut, Office of Early Childhood (OEC).

The terms of the Agreement shall be as follows:

- Agreement period: July 1, 2016 – August 31, 2018.
- Rooms used: Ben Franklin Center - 5 classrooms, office, common area and bathrooms on the 1st floor.
- Growing Seeds CDC will pay \$2.50/sq. ft. /per year beginning on September 1, 2016 to August 31, 2018 (no payment for summer of 2016) for utilities for all rooms used. Space to be determined by the Office of Building Management.
- Growing Seeds CDC will provide the required insurance coverage.
- Both parties have the rights to terminate within 60 days.

- The Office of Building Management may incorporate other operating requirements necessary for the proper management and operation of the building.
- Janitorial and security services of the classrooms and common areas will be provided by Growing Seeds CDC. The repair and replacement of building system (except items that is caused by misuse or vandalism by the Licensee) shall be the responsibility of the City

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Growing Seeds CDC:

- a. for the use of the first floor of Ben Franklin Center for full-day childcare programs from July 1, 2016 to August 31, 2018. Utility payment shall be \$2.50/sf/yr beginning on September 1, 2016**
- b. to provide funding to Growing Seeds CDC through the Child Daycare Contract grant for educational and child daycare services for toddlers and preschool-aged children**



DEPARTMENT OF PUBLIC WORKS

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT
COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*
MARY OSTER, EARLY CHILDHOOD COORDINATOR

RE : **BEN FRANKLIN CENTER – AGREEMENT WITH (CDI)
COMMUNITY DEVELOPMENT INSTITUTE HEADSTART**

DATE: JULY 1, 2016

With Norwalk Housing Authority no longer providing various childcare services at Ben Franklin Center and Nathaniel Ely Center as of July 1, 2016, the Federal Office of Head Start has assigned Community Development Institute Head Start (CDI) to provide interim Head Start childcare services until a new provider is selected. CDI will provide minimum services during summer of 2016 (one classroom) and full services starting around September 1, 2016 through August 31, 2017. Services will be provided to a total of approximately 165 Head Start children.

The terms of the Agreement shall be as follows:

- Agreement period: July 1, 2016 – August 31, 2017.
- Rooms used: Ben Franklin Center - 4 classrooms, offices and common spaces on the 1st floor; Nathaniel Ely Center – 5 classrooms, offices and common spaces on the 1st floor.
- CDI will pay \$2.50/sq. ft. /per year beginning on September 1, 2016 to August 31, 2017 (no payment for summer of 2016) for utilities for all rooms used. Space to be determined by the Office of Building Management.
- CDI will provide the required insurance coverage.
- Both parties have the rights to terminate within 60 days.
- The Office of Building Management may incorporate other operating requirements necessary for the proper management and operation of the building.

- Janitorial and security services of the classrooms and common areas will be provided by CDI. The repair and replacement of building system (except items that is caused by misuse or vandalism by the Licensee) shall be the responsibility of the City

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Community Development Institute Head Start for the use and management of the Head Start program at Ben Franklin Center and Nathaniel Ely Center from July 1, 2016 to August 31, 2017. Utility payment shall be \$2.50/sf/yr beginning on September 1, 2016



**Community Development Institute
Head Start**

Serving South Norwalk, CT
P.O. Box 307
Norwalk, CT 06856-0307

June 29, 2016

City of Norwalk, CT
Engineering and Construction Division
125 East Ave.
Norwalk, CT 06856

Dear Alan Lo,

Community Development Institute Head Start (CDI HS) has recently been designated by the Office of Head Start as the interim manager for the Head Start program serving South Norwalk, Connecticut. CDI HS will continue to operate the local Head Start program until a permanent local replacement grantee is selected by the Office of Head Start. We understand that you partnered with the previous grantee to provide Head Start services to 165 Head Start children.

As an interim manager, our situation is somewhat different than a permanent grantee, as our time in the community is limited. This letter is to serve as CDI HS formal request to the City of Norwalk to utilize the Benjamin Franklin and Nathaniel Ely facilities to allow for the continuation of Head Start services.

We look forward to joining together to help serve the children and families of South Norwalk.

Sincerely,

A handwritten signature in black ink, appearing to read "Jayne Garcia". The signature is fluid and cursive, with the first name "Jayne" being more prominent.

Jayne Garcia
CDI- HS Site Manager
jgarcia@cditeam.org
510-390-0738