

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

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



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I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: June 14, 2022

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS: Lisa Biagiarelli. Tax Collector

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Settlement: Christopher Paladino v. Anthony Delpino, et al. – **EXECUTIVE SESSION**

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS, AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with The Norwalk Conservatory of the Arts for their Broadway in the Park event to be held on Saturday August 13, 20, and 27, 2022 from 3:30 PM to 8:30 PM. Set-up to begin 9:00 AM with tear-down at 9:00 PM. Rain date: Sunday, August 14, 21 and 28, 2022. Approximately 500 people.
2. Authorize the Mayor, Harry W. Rilling, to enter into a three-year contract with Geese Relief LLC for geese management services at Calf Pasture Beach and Veterans Memorial Park, for an amount not to exceed \$33,900.00.
3. Authorize the Recreation and Parks Director or designee to issue the two 1-year contract extensions on the Geese Relief LLC contract.
4. Approval of the Mooring Permit Fees as discussed and approved by the Recreation and Parks Council Committee
5. Authorize the Mayor Harry W. Rilling to approve the allocation of \$2,000,000 of the American Rescue Plan ACT (ARPA) funds to the City of Norwalk's Recreation and Parks Department to be expended as follows:

Capital Improvements in the amount of \$1,400,000 for Playground replacements at Bouton Street and Flax Hill Park, and Kendall School Playground and a complete redesign and installation of playground equipment and landscape at Meadow Street Park Playground; and the replacement of 1000 linear feet of a wooden fencing structure at Oyster Shell Park; and, Staffing and Equipment in the amount of \$380,000 for Synthetic Field Grooming equipment; three new trucks for new staff and additional maintenance and Recreation Staff hours; and, Planning and Systems Administration in the amount of \$220,000 for funding for the New Field, Program, Events, and Facility scheduling system, A Project Coordinator for the National Recreation and Parks Accreditation program; and a Fees and Charges Demand Study to bring about equity in Fees and Charges and create more access to programs.

B. COMMUNITY SERVICES COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with Mid-Fairfield Child Guidance Center, Inc., for continued in-home Mental Health and Family Support services for Public School children under the Community Services Department for the period July 1, 2022 to June 30, 2023 in the amount of \$399,996. Account #012010-5298.

C. ORDINANCE COMMITTEE

1. Approve proposed new ordinance to the City Code: Healthy Outdoor Public Spaces (Pesticides)
2. Request for proposed new subsection to City Code. Chapter 72, Subsection 5: 72-5D

D. ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

1. Authorize the Mayor to execute any and all documents associated with submission of the PY48 AAP to HUD.
2. Authorize the Mayor to execute any and all documents consistent with the approved PY48 Annual Action Plan.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

COMMON COUNCIL REGULAR MEETING JUNE 14, 2022
NORWALK, CONNECTICUT COMMON COUNCIL CHAMBERS &
VIA TELECONFERENCE

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

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

I. ROLL CALL

Ms. Dixon called the Roll:

Council at Large:	Mr. Gregory Burnett	Mr. Joshua Goldstein
	Ms. Dominique Johnson	Ms. Nora Niedzielski Eichner

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Ms. Barbara Smyth

District A:	Ms. Nicol Ayers	Mr. David Heuvelman
District B:	Ms. Darlene Young	Ms. Diana Revolus (7:40 P.M.)
District C:	Mr. John Kydes	Ms. Jenn McMurrer
District D:	Ms. Heidi Alterman	Mr. Thomas Keegan
District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan

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

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

II. ACCEPTANCE OF MINUTES

Regular Meeting: May 24, 2022

**** MS. SHANAHAN MOVED TO ACCEPT THE MINUTES AS SUBMITTED
** MOTION PASSED UNANIMOUSLY**

Special Meeting: June 6, 2022

The following correction was made to page 3:

That additional funding was approved by the Board of Estimate and Taxation should read as - That additional school funding was approved by the Board of Estimate and Taxation.

**** MS. MCMURRER MOVED TO APPROVE THE MINUTES AS
AMENDED
** MOTION PASSED UNANIMOUSLY**

III. PUBLIC PARTICIPATION

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

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Mr. Tanner Thompson, Vice Chair of the Bike Walk Commission spoke in support of the appointment of Emily Burnaman to the Bike Walk Commission.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were no resignations announced this evening.

APPOINTMENTS:

**** MR. GOLDSTEIN MOVED TO APPROVE THE APPOINTMENT OF
EMILY BURNAMAN TO THE BIKE WALK COMMISSION**

Mr. Goldstein and Ms. Johnson spoke in support of the appointment.

Ms. Revulus joined the meeting at 7:40 p.m.

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS: There were no reappointments announced this evening.

MAYOR'S REMARKS:

Mayor Rilling provided an update on Norwalk's COVID-19 numbers, stating that the number of positive cases has been declining and headed in the right direction. He noted that testing and vaccines are still available.

Mayor Rilling said there was a great turn out for the Wall Street design public hearing. He highlighted the Wall Street Kickoff and the investments being made for revitalization in the area.

V. COUNCIL PRESIDENT

1. Appointment of Assistant City Clerk – Jordan Schantz

**** MR. LIVINGSTON MOVED TO APPROVE THE APPOINTMENT OF
JORDAN SCHANTZ AS ASSISTANT CITY CLERK**

**** MOTION PASSED UNANIMOUSLY**

Mr. Schantz introduced himself.

2. Adoption of amendments to the Rules of the Common Council and adoption of the Code of Conduct for Norwalk Common Council Members

**** MR. LIVINGSTON MOVED TO ADD AN AMENDMENT TO THE RULES OF THE COMMON COUNCIL AND ADOPTION OF THE CODE OF CONDUCT FOR NORWALK COMMON COUNCIL MEMBERS IN PARAGRAPH 27 TO ADD LANGUAGE TO COVER SPECIAL AND AD HOC COMMITTEES**

**** MOTION PASSED UNANIMOUSLY**

**** MR. LIVINGSTON MOVED TO APPROVE THE RULES OF THE COMMON COUNCIL AND ADOPTION OF THE CODE OF CONDUCT FOR NORWALK COMMON COUNCIL MEMBERS AS AMENDED**

**** MOTION PASSED UNANIMOUSLY**

3. Flood Mitigation Project Status and Analysis

Mr. Anthony Carr, Chief of Operations and Public Works presented Public Works projects. He presented data source from Hurricane Elsa and Hurricane Ida. Mr. Carr presented a map showing current flooding and mitigation projects.

Mr. Livingston thanked Mr. Carr.

Mr. Goldstein said that a lot of these studies are happening now and asked what mitigation efforts were considered for this season. Mr. Carr explained there are over 20 hot spots in Norwalk and the crew goes out to these spots a few days before a storm to check the storm drainage.

Mr. Carr turned the presentation over to the team working on the New Canaan Avenue/Ponus Avenue project, Mr. Joe Kirby and Mr. Anthony Catalano of Woodard and Curran. They shared their screen and presented the existing conditions and presented the storm drainage and flooding mitigation analysis for the New Cannan Avenue/Ponus Avenue watershed area.

Mr. Livingston thanked Mr. Kirby and Mr. Catalano.

Ms. Niedzielski Eichner asked about next steps. Mayor Rilling explained that they have to prioritize the projects and use capital funds efficiently. If they are not careful, they will lose the AAA bond rating; however, he added that they can't continue to experience

flooding. Mr. Carr said the flood mitigation report will narrow the scope once they reach a decision of what is cost prohibitive and what is cost beneficial, they will discuss capital funding gaps with the administration and rank the projects. He said they will apply for grants, but Norwalk is in high competition with other communities.

Mr. Catalano said that as it relates to the New Canaan Avenue/Ponus Avenue project, they can select one of the alternatives and work with the City to come up with an option.

A. GENERAL COUNCIL BUSINESS:

Mr. Livingston announced that Ms. Niedzielski Eichner would be reading this evening's consent calendar.

B. CONSENT CALENDAR:

**** MS. NIEDZIELSKI EICHNER MOVED TO APPROVE THE FOLLOWING CONSENT CALENDAR:**

VI.A.1, VI.A.2, VI.A.3, VII.A.1, VII.A.2, VII.A.3, VII.A.4, VII.B.1, VII.B.3, VII.C.1, VII.C.2, VII.C.3, VII.C.4, VII.C.5A, VII.C.5B, VII.C.6A, VII.C.6B, VII.C.7, VII.C.8A, VII.C.8B, VII.C.8C, VII.C.8D, VII.D.1, VII.D.2, VII.D.3, VII.D.4, VII.D.5, VII.D.6, VII.E.1, VII.E.2, VII.E.3, VII.E.4A, VII.E.4B, VII.E.5

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. SETTLEMENT: MARTHE BOYER V. CITY OF NORWALK – CLAIM NO. A13952 – EXECUTIVE SESSION

2. SETTLEMENT: VINCENT FERRANTE V. CITY OF NORWALK – EXECUTIVE SESSION

3. SETTLEMENT: BRUCE MORRIS V. CITY OF NORWALK, NORWALK PUBLIC SCHOOLS AND NORWALK BOARD OF EDUCATION –EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO AT&T FLEET COMPLETE UNDER NASPO PRICING FOR EQUIPMENT AND SERVICES OF FLEET COMPLETE FOR AN AMOUNT NOT TO EXCEED \$73,000 OVER THREE YEARS. ACCOUNT 09213610 5777

2. AUTHORIZE THE MAYOR HARRY W. RILLING, TO SIGN ANY AND ALL AGREEMENTS, DOCUMENTS AND INSTRUMENTS WITH VIGILANT SOLUTIONS, LLC FOR THE SOLE SOURCE PURCHASE OF VIGILANT INVESTIGATIVE DATA PLATFORM ANNUAL SUBSCRIPTION NOT TO EXCEED \$25,000 ANNUALLY. ACCOUNT # 013030 5235

3. AUTHORIZE THE MAYOR, HARRY W. RILLING TO SIGN AN INFORMATION SHARING AND ACCESS AGREEMENT WITH THE DEPARTMENT OF HOMELAND SECURITY (DHS)/ FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO ACCESS NATIONAL FLOOD INSURANCE CLAIMS DATA FOR NORWALK.

4. AUTHORIZE THE PURCHASING AGENT, SHARON CONNERS, TO ISSUE A PURCHASE ORDER TO GOWENS KNIGHT COMPANY FOR THE VEHICLE REFURBISHMENT OF THE 2010 KME AERIAL TRUCK, NOT TO EXCEED \$116,636.36. FUNDING FOR THIS PROJECT WAS APPROVED IN THE 2022-2023 CAPITAL BUDGET. ACCOUNT NUMBER TBD.

B. ECONOMIC AND COMMUNITY DEVELOPMENT

**1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ALL DOCUMENTS TO RENEW THE CONTRACT FOR MARKETING SERVICES BETWEEN THE CITY OF NORWALK AND DORENBURG KALLENBACH ADVERTISING, LLC FOR ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000).
ACCT: 01-37-80-5258**

3. ADVANCE THE SUBMITTED APPLICATIONS TO THE COMMON COUNCIL FOR THEIR APPROVAL AT THE JUNE 14, 2022 COMMON COUNCIL MEETING FOR THEIR INCLUSION IN THE 2022 CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROGRAM.

4. ADVANCE THE FINAL CDBG PY48 ANNUAL ACTION PLAN (AAP) TO THE COMMON COUNCIL FOR ITS APPROVAL AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS ASSOCIATED WITH THE SUBMISSION OF THE PY48 AAP TO HUD AND ALL DOCUMENTS CONSISTENT WITH THE APPROVED PY48 AAP. *CONSENT TO TABLE*

C. LAND USE AND BUILDING MANAGEMENT

1. AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ORDER(S) TO MCGRAW-HILL PUBLISHING FOR WONDERS RESOURCES FOR GRADES K-5 STUDENT LITERACY TEXT/DIGITAL MATERIAL FOR A TOTAL NOT TO EXCEED \$155,000 ACCT. #0920/215010-5777-C0609

2. AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ORDER TO SADDLEBACK PUBLISHING FOR MULTI-LINGUAL LEARNERS (MLL) READING RESOURCES FOR A TOTAL NOT TO EXCEED \$30,000. ACCT. #0920/215010-5777-C0609

3. AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ORDER TO BARNES AND NOBEL FOR MIDDLE SCHOOL MULTI-LINGUAL LEARNERS (MLL) READING RESOURCES FOR A TOTAL NOT TO EXCEED \$45,000 ACCT. #0920/215010-5777-C0609

4. AUTHORIZE A CONTINGENCY ALLOWANCE IN THE AMOUNT NOT TO EXCEED \$8,000 IN THE EVENT OF ORDER ADJUSTMENTS. ACCT. #0920/215010-5777-C0609

5A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH SAV-MOR COOLING AND HEATING, INC. FOR THE BEN FRANKLIN CENTER GYM AIR CONDITIONING INSTALLATION PROJECT FOR A TOTAL NOT TO EXCEED \$145,100.00. ACCOUNT #09226310 5777 C0799

5B. AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON THE CONTRACT FOR A TOTAL NOT TO EXCEED \$14,510.00.

6A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH OLD COLONY CONSTRUCTION, LLC. FOR THE WOLFPIT ELEMENTARY SCHOOL OIL TANK REMOVAL PROJECT (STATE PROJ. 103-0254 CV/OT), ROTON MIDDLE SCHOOL OIL TANK REMOVAL PROJECT (STATE PROJ. 103-0256 CV/OT), FOX RUN ELEMENTARY SCHOOL OIL TANK REMOVAL PROJECT (STATE PROJ. 103-0258 CV/OT), AND NARAMAKE ELEMENTARY SCHOOL OIL TANK REMOVAL PROJECT (STATE PROJ. 103-0261 CV/OT) FOR A TOTAL NOT TO EXCEED \$671,400.00. FUNDS ARE AVAILABLE IN ACCT. # 09215010 5777 C0789.

6B. AUTHORIZE THE NPS FACILITIES DEPARTMENT TO ISSUE CHANGE ORDERS ON THIS CONTRACT FOR A TOTAL OF \$67,140.00. FUNDS ARE AVAILABLE IN ACCT. #09215010 5777 C0789.

7. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO SPECIAL TESTING LABORATORIES, INC. FOR MATERIALS TESTING AND FIELD INSPECTION SERVICES FOR THE NEW CRANBURY ELEMENTARY SCHOOL PROJECT FOR A TOTAL NOT TO EXCEED \$90,000. FUNDS ARE AVAILABLE IN ACCOUNT 0921 5010 5777 C0786.

8A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH CONSTRUCTION SOLUTIONS GROUP, LLC TO PROVIDE PROGRAM MANAGEMENT SERVICES FOR JEFFERSON SCHOOL IMPROVEMENT PROJECT FOR A TOTAL NOT TO EXCEED \$64,584.75. ACCT. #0919/205010 5777 C0619

**8B. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH CONSTRUCTION SOLUTIONS GROUP, LLC TO PROVIDE PROGRAM MANAGEMENT SERVICES FOR NEW CRANBURY SCHOOL PROJECT FOR A TOTAL NOT TO EXCEED \$379,987.50.
ACCT. #09215010 5777 C0786**

8C. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH CONSTRUCTION SOLUTIONS GROUP, LLC TO PROVIDE PROGRAM MANAGEMENT SERVICES FOR NEW NORWALK HIGH SCHOOL PROJECT FOR A TOTAL NOT TO EXCEED \$1,148,110.50. ACCT. #09215010 5777 C0787

8D. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH CONSTRUCTION SOLUTIONS GROUP, LLC TO PROVIDE PROGRAM MANAGEMENT SERVICES FOR NEW SOUTH NORWALK (SONO) SCHOOL PROJECT FOR A TOTAL NOT TO EXCEED \$730,895.00. ACCT. #09225010 5777 C0808

D. PUBLIC WORKS

1. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO A SUBORDINATION AGREEMENT AND SUCH OTHER DOCUMENTS INCIDENTAL THERETO WITH NORWALK LAND DEVELOPMENT, LLC WITH RESPECT TO THE CITY'S GENERAL UTILITY EASEMENT RECORDED IN VOL. 7920, PAGE 329 OF THE NORWALK LAND RECORDS AND IN CONNECTION WITH NORWALK LAND DEVELOPMENT, LLC'S ELUR APPLICATION TO DEEP.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A 2ND AMENDMENT TO THE SEPTEMBER 8, 2020 AGREEMENT BETWEEN THE CITY OF NORWALK AND M. RONDANO, INC. FOR PROJECT DRG 2020-1 ON-CALL DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED \$300,000.00.

ACCOUNT NO. 13 40 10 5796 APW05

09 20 4062 5777 C0361

09 21 4021 5777 C0318

09 22 4021 5777 C0318

09 23 4021 5777 C0318

09 23 4021 5777 C0021

09 23 4021 5777 C0302

3. TECHNICAL CORRECTION OF THE COMMON COUNCIL ACTION OF SEPTEMBER 14, 2021, ITEM VII.C.4 TO ADD ACCOUNTS DESIGNATED FOR THE ALMSTEAD TREE & SHRUB CARE COMPANY LLC FOR THE SUPPLY AND PLANTING OF TREES AND SHRUBS.

ACCOUNT NO. 380000 5790

01 37 20 5258

52 0000 5796 MLK07

510000 5796 GGP04

09 22 3710 5777 C0773

4. TECHNICAL CORRECTION OF THE COMMON COUNCIL ACTION DATED OCTOBER 12, 2021, ITEM VII.B.6A AND ITEM VII.B.6B TO ADD ACCOUNTS DESIGNATED FOR DEERING CONSTRUCTION COMPANY INC. FOR PROJECT RD2021-2 CONCRETE CURB AND SIDEWALKS AT VARIOUS LOCATIONS ACCOUNT NUMBERS 09 23 4021 5777 C0021, 09 23 4021 5777 C0503, AND 09 23 4021 5777 C0318.

5. TECHNICAL CORRECTION OF THE COMMON COUNCIL ACTION DATED JULY 14, 2020, ITEM VII.C.7A AND ITEM VII.C.7B TO ADD ACCOUNTS DESIGNATED FOR THE GRASSO CONSTRUCTION COMPANIES LLC FOR PROJECT RD2020-1 CONCRETE CURB AND SIDEWALKS AT VARIOUS LOCATIONS ACCOUNT NUMBERS 09 22 4021 5777 C0021, 09 22 4021 5777 C0503, 09 22 4021 5777 C0318, 09 23 4021 5777 C0021, 09 23 4021 5777 C0503, AND 09 23 4021 5777 C0318.

**6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO CONCUR WITH PROJECT AUTHORIZATION LETTER (PAL) BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION FOR STATE PROJECT 102-364 WEST AVENUE/BELDEN AVENUE ADAPTIVE TRAFFIC SIGNAL SYSTEM DATED MAY 24, 2022 AND SUBMIT A DEMAND DEPOSIT PAYMENT OF \$4,345 TO THE CONNECTICUT DEPARTMENT OF TRANSPORTATION.
ACCOUNT NO. 09 20 40 5777 C0528**

E. FINANCE AND CLAIMS

1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: JUNE 9, 2022

2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED: JUNE 9, 2022

3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: JUNE 2022

4A. AUTHORIZE THE MAYOR TO EXECUTE THE LEASE-NASPO-PURCHASE ORDER (STATE OF CT CONTRACT NUMBER 16PSX0180 / NASPO CONTRACT NUMBER ADSP016-169901) WITH QUADIENT INC FOR A SIXTY (60) MONTH LEASE, A TOTAL AMOUNT NOT TO EXCEED \$20,247. FUNDING AVAILABLE FROM ACCOUNT 011362-5294

4B. AUTHORIZE THE PURCHASING DEPARTMENT TO ISSUE CHANGE ORDERS ON THE CONTRACT FOR A TOTAL NOT TO EXCEED \$ 2,025. FUNDING AVAILABLE FROM ACCOUNT 011362-5294

5. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE AGREEMENT WITH CLIFTON LARSON ALLEN, LLP (CLA) FOR ADDITION WORK RELATED TO GASB 87 IMPLEMENTATION. A TOTAL AMOUNT NOT TO EXCEED \$70,000 ACCOUNT 011310-5258.

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

B. ECONOMIC AND COMMUNITY DEVELOPMENT

**** MR. KYDES MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT FOR LANDSCAPING SERVICES BETWEEN THE CITY OF NORWALK AND METICULOUS LANDSCAPING NOT TO EXCEED ONE HUNDRED AND EIGHTY THOUSAND DOLLARS EVERY YEAR FOR THE NEXT 3 YEARS (\$180,000).**

ACCT: 0923-3720-5777-C0806

ACCT: 0922-3710-5777-C0703

ACCT: 01-37-20-5258

Mr. Kydes explained that he took this item off of Consent, because he had some concerns. He said Meticulous Landscaping was the only business to respond to the RFP and he felt a three-year contract was too long. Mr. Livingston said that locking in a three-year contract when inflation is raging is beneficial to the City. Ms. Shanahan added that

she believed they have been working for the City for a few years. Ms. Young added that they expanded their scope of work. Ms. Niedzielski Eichner said the bid was put out properly and they were not a sole source contractor. Mr. Heuvelman said they are a Norwalk company, employing Norwalk and Stamford residents. In addition, they have a diversity hiring practice. The City has a track record with this business and he sees no problem with the three-year contract.

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

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

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

**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 8:56 p.m.

ATTEST: _____
Irene Dixon, City Clerk

LISA BIAGIARELLI, C.C.M.C., Esq.
P. O. Box 55 Easton, Connecticut 06612

Professional Experience:

2000 – present: Tax Collector, City of Norwalk, Connecticut
 1992 – 2000: Tax Collector, Town of Stratford, Connecticut
 1989 – 1992: Tax Collector, Town of Easton, Connecticut

Municipal Employment Highlights:

- Responsible for collecting in excess of \$390 million in taxes and fees yearly for the City of Norwalk. Collections include current and past due property taxes and sewer use charges; sewer assessments, and other fees. Experienced in all aspects of municipal revenue collection, including delinquent collection enforcement. *Possess comprehensive knowledge of tax and revenue collecting and the relationships between local and state government; ability to creatively interpret statutes, work under budgetary constraints, and multi-task effectively. Work and communicate effectively with the taxpaying public, elected and appointed policy makers, and staff. Appointed and reappointed by four different mayors over a 22-year period.*
- Initiated and implemented major improvements in the management and operations of the Norwalk and Stratford Tax Collector's Offices. Restructured delinquent collection processes. Initiated use of collection enforcement methods not previously used in these municipalities. Converted computer software and programs; redesigned billing systems to automate processing and achieve cost savings. Developed operations manuals and implemented numerous customer service initiatives. *In Norwalk, increased current tax collection rate even during economic downturns. Reduced past due receivable balances to lowest levels in City history. Brought collection rates to the highest among the state's six largest cities. Currently charged with collection of a \$390 million annual levy (FYE 2023). Consistently exceed budgeted collection goals for current and delinquent taxes while maintaining conformity with state statutes and proper cash management procedures. Possess strong organizational and problem-solving skills; good overall knowledge of government; good supervisory and management skills; excellent communications skills; and the ability to deal effectively with colleagues and the public.*
- Have conducted many educational programs and given presentations at regional, state & local meetings of various professional associations (Connecticut Conference of Municipalities, Connecticut Bar Association, Connecticut Mortgage Bankers Association, Government Finance Officers Association (GFOA), state and regional tax collectors' associations, etc.) on municipal finance, tax collection enforcement, cash management, tax sales, tax lien sales, bankruptcy, adherence to state statutes, internal controls, ethics, and many other topics. Have served first as a guest lecturer, now as a full instructor, in C.C.M.C. certification courses; as a speaker at municipal finance meetings, and as a panelist in forums in the public and private sectors throughout the region, 1994 – present. *Developed exceptional abilities in public speaking and presentation, and a reputation as a leading authority on Connecticut tax collecting laws, practices and procedures.*
- Refined and expanded the curriculum for the third course in the C.C.M.C. certification program, Municipal Finance Administration, to include internal controls,

fraud prevention, cash management, fiscal accountability, risk management, personal liability, and ethics. I have been the lead, and at times the sole instructor of this course for 20 years. *Have developed considerable knowledge of municipal finance, internal controls, budgeting, and risk management.*

Education:

J.D. with Honors, University of Connecticut School of Law, 1989

Certified Connecticut Municipal Collector (C.C.M.C.) designation, University of Connecticut Institute of Public Service, 1989

B.A., Summa Cum Laude, Fairfield University, double major in Politics and English, minor in American Studies, 1986

Professional Affiliations:

Passed Connecticut Bar, 1989. Member of state and local bar associations.

Board Member, Norwalk Assistants and Supervisors Association (municipal employees' collective bargaining unit), 2003 - present.

Two term President, Connecticut Tax Collectors' Association, Inc., 1998- 2002. **Current Chair** of Audit Committee (2013 - present). Current member, Legislative and Education Committees. **Former Chairman**, Education Committee, Finance Committee, Escrow Committee. **Member** of Association's Board of Directors, 1992 to present.

Former Chairman, Certified Connecticut Municipal Collectors (C.C.M.C.) Committee, 2000 -2014. Appointed to seven member committee by state Office of Policy and Management. Responsible for oversight of curriculum coursework, selection and training of instructors, administration of examinations for state certification (C.C.M.C.) program, and all related programs dealing with the certification and the continuing education of Connecticut tax collectors. **C.C.M.C. instructor** of Municipal Finance Administration course, 2006 - present. **Current committee member**; (6 year term) serving as secretary. *Involved with the education of new Connecticut tax collectors for more than 20 years. Committee service is volunteer / unpaid.*

Past President, Northeast Regional Tax Collectors' and Treasurers' Association, 2000-2001; 2005-2006. Board of Directors, 1992 - present. **Conference Coordinator**, 1999 - 2013; 2016 - present. Currently responsible for coordinating all continuing education activities of this group. Contributing writer to, and former editor of, Association's newsletter, The Passage. *Developed strong relationships with colleagues from sister states, and further experience in presenting effectively to various groups.*

Past President, Fairfield County Tax Collectors' Association, 1994 - 1998.

Political Background / Other:

- Former two-term elected official. Formerly active in local politics for more than 10 years. Recipient of numerous awards for community service at local and state levels. Recipient of Official Citation from Connecticut General Assembly, 1989. Former member, Board of Directors, Historical Society of Easton, 1990 - 1992, 1996 - 2000. Former editor of Society's newsletter. Former treasurer for several community groups.

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

VII A

PLEASE PRINT

PERSONAL/FAMILY _____
COMPANY/BUSINESS _____
NON-PROFIT (501C3) Yes ☒ No _____

ORGANIZATION NAME: The Norwalk Conservatory of the Arts

NAME OF BENEFICIARY: _____ Is this an Annual Event: Yes ☒ No _____ # of years 2

NAME OF CORPORATE OFFICER AUTHORIZED

TO EXECUTE THE LICENSE AGREEMENT: Daniel Loftus George TITLE: President

YOUR NAME: Julia Orosz TITLE: Director of Operations

ADDRESS: 130 W Norwalk Road E-MAIL ADDRESS: julia.o@thenorwalkconservatory.org

CITY: Norwalk STATE: CT ZIP CODE: 06850

HOME PHONE: _____ BUSINESS PHONE: _____ CELL: 8608787123

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Matthews Prk # OF PARTICIPANTS 500

EVENT: Broadway in the Park DATE REQUESTED: August 13, 20, 27

SET UP TIME: 9AM STARTING TIME: 3:30PM BREAKDOWN TIME: 9PM ENDTIME: 8:30PM

RAIN DATE: August 14, 21, 28
(RAIN DATE FOR BEACH RENTALS ONLY)

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

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

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

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

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES ☒ NO ☐

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES ☐ NO ☒

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES ☒ NO ☐

WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES? YES ☒ NO ☐

BEACH PERMITS ONLY:

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

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

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

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

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

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

APPLICANT'S SIGNATURE: Julia Orosz

DATE: May 25th, 2022

OFFICE USE ONLY

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

05/16/2022

NORWALK PURCHASING DEPARTMENT

RESPONSE SUMMARY - PROJECT #4200

Canadian Geese Control-Management

Thank you for your response to our Bid. The following pages are a summary of the responses received.

VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMISSION	Licenses	Site Size (Acres)	Price per Site Size, per Month Year 1	Price per Site Size per Month Year 2	Price per Site Size per Month Year 3
Geese Chasers Long Island NY LLC	NO	Yes	NO-CT Business Registration NO-NWCO	1 -5 Acres	\$400.00	\$400.00	\$400.00
				5-10 Acres	\$400.00	\$400.00	\$400.00

VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMISSION	Licenses	Site Size (Acres)	Price per Site Size, per Month Year 1	Price per Site Size per Month Year 2	Price per Site Size per Month Year 3
Geese Relief LLC	NO	Yes	YES-CT Business Registration YES-NWCO	1 -5 Acres	\$1300.00	\$1300.00	\$1300.00
				5-10 Acres	\$1525.00	\$1525.00	\$1525.00

*Non-confirming bid: did not submit a Bid Security and/or did not submit the other required forms and/or submission requirements

05/16/2022

NORWALK PURCHASING DEPARTMENT

RESPONSE SUMMARY - PROJECT #4200 Canadian Geese Control-Management

Thank you for your response to our Bid. The following pages are a summary of the responses received.

VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMISSION	Site Size (Acres)	Price per Site Size, per Month Year 1	Price per Site Size per Month Year 2	Price per Site Size per Month Year 3
Geese Chasers Long Island NY LLC	NO	Yes	1 -5 Acres	\$400.00	\$400.00	\$400.00
			5-10 Acres	\$400.00	\$400.00	\$400.00

VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMISSION	Site Size (Acres)	Price per Site Size, per Month Year 1	Price per Site Size per Month Year 2	Price per Site Size per Month Year 3
Geese Relief LLC	NO	Yes	1 -5 Acres	\$1300.00	\$1300.00	\$1300.00
			5-10 Acres	\$1525.00	\$1525.00	\$1525.00

*Non-confirming bid: did not submit a Bid Security and/or did not submit the other required forms and/or submission requirements

CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 1 – FORMS OF PROPOSAL

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 RESPONSE FORM – BID #4200 Canadian Geese Control-Management

Vendor Name - <i>Goose Relief LLC</i>		
Address - <i>759 Danbury Road Wilton CT 06897</i>		
Phone - <i>203-943-4734</i>	Fax - <i>—</i>	Email - <i>Chris@geeserelief.com</i>
Manager - <i>Chris Santopietro</i>		Fed ID# <i>06-1508177</i>

The bidder shall provide complete pricing below as specified. All parties shall include all cost and shall remain firm fixed for the duration of this contract (three years). The City reserves the right to award this contract on a line-by-line basis or as a lump sum. The city reserves the right to add or delete work locations during the term of the contract if necessary.

It is further understood and agreed that all the information included in and attached to, or required by the Request for Bid shall become public record upon delivery to the City.

The following unit prices shall apply to this project:

A. Site Aversion Program

Site Size (Acres)	Price per Site Size per Month Year 1	Price per Site Size per Month Year 2	Price per Site Size per Month Year 3
1-5 Acres <i>Vets</i>	\$1300.00	\$1300.00	\$1300.00
5-10 Acres <i>CAP/Shady</i>	\$1525.00	\$1525.00	\$1525.00

Site Size (Acres)	Price per Site Size per Month OPTIONAL Year 4	Price per Site Size per Month OPTIONAL Year 5
1-5 Acres <i>Vets</i>	\$1300.00	\$1300.00
5-10 Acres <i>CAP/Shady</i>	\$1525.00	\$1545.00

**CITY OF NORWALK
PURCHASING DEPARTMENT**

B. OPTIONAL Geese Control/management Programs: Please use this section to provide pricing and description of services of other successful geese control/management programs:

Site Size (Acres)	Price Per Site Size, Per Month	Description of Service
1 -5 Acres		
5-10 Acres		

C. REQUIRED: Other Required Documentation to be included in the Bid Submission:

- A complete list of all trained handlers for this project.
- A copy of the Certificate of Health from a licensed veterinarian for each dog for each project.
- A copy of the contractor's Certificate of Registration (i.e. CT DEEP NWCO license).

* I don't typically price by acreage. I price according to distance from our home base in Wilton, Distance from other clients and just experience.

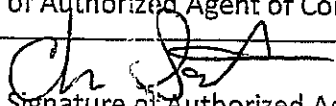
If you were to add other properties the pricing would be different than the pricing for Vets Park and Calf Pasture / Shady Beach.

Ch Jett

CITY OF NORWALK
PURCHASING DEPARTMENT

PROJECT:	4200 Canadian Geese Control-Management
VENDOR NAME:	Geese Relief LLC

Submitted by:

Print Name Christopher Santopietro of Authorized Agent of Company	
 Signature of Authorized Agent of Company	
Date 5/8/2022	

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

Addendum #	1	Dated	4/29/2022	Addendum #		Dated	
Addendum #	2	Dated	5/23/2022	Addendum #		Dated	
Addendum #	3	Dated	4/25/2022	Addendum #		Dated	

CITY OF NORWALK PURCHASING DEPARTMENT

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1.	Number of years in business: 25		
2.	Number of personnel employed: 11	Part Time	Full Time
		2	9

3. Project List: Provide a list of at least three (3) current or previous clients in which your firm provides the same size and scope of services requested by the City. Highlight how it's directly related to City of Norwalk. The City, at its discretion may check references in order to determine the Offeror's experience and ability to provide services described in the Scope of Work. All client reference information must be documented and verifiable. Reference contacts must be aware that they are being used as a reference and agreeable to City interview for follow up. References shall include the following, in this order:

- a. Client/Agency Name
- b. Contact Name and Title (project manager role preferred), Telephone, and Email
- c. Number of Projects Completed for Client/Agency
- d. Project Names
- e. Project Descriptions
- f. Project Approach and Methodology
- g. Year of Project and Length of Project
- h. Project Budgets and Final Invoiced Amount
- i. Contractor Personnel Assigned to Project and Project Role

4. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also, indicate the portion or section of work a subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK

CITY OF NORWALK PURCHASING DEPARTMENT

5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	☐	general partnership
	☐	limited partnership
	☒	limited liability corporation
	☐	limited liability partnership,
	☐	corporation doing business under a trade name
	☐	individual doing business under a trade name
	☐	other (specify)

6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes ☒	No ☐
	Out-of-State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes ☐	No ☐
7. CT LICENSE (eLicense) & Business ALEI # 058 2311			
8. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:			
Business Name			
Address			
City	State	Zip	
Name of Agent			

CITY OF NORWALK PURCHASING DEPARTMENT

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

9. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt + Shareholders' Equity)

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

1.3 CITY OF NORWALK VENDOR RECORDS

If you have not done business with the City of Norwalk as a vendor, your business information needs updating or your vendor record has not been updated over three (3) years. Please complete and include the latest Internal Revenue Service (IRS) W-9 Form with your submission. Here is the URL to the IRS website: <https://www.irs.gov/forms-pubs/about-form-w-9>

1.4 INSURANCE

Insurance Agency Name: <i>William Carroll Insurance</i>	Tel: <i>914-337-5201</i>
Agency Address: <i>34 Main St. Norwalk CT 06850</i>	Email: <i>m.foley@faley.com</i>

CITY OF NORWALK PURCHASING DEPARTMENT

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

Information Technology Department



City of Norwalk Vendor Questionnaire

Rev 11.12.2021

- 1. Third-Party Contact Information (please provide the POC for follow-up questions to this questionnaire):** Vendor Name, Address, Point-of-Contact Name, Phone Number and Email

NA

2. System and Equipment Access:

Will your organization need access to the City's information systems, technology equipment and/or network to perform the services? (Yes or No; if Yes, please explain. Note that a NO answer means you will solely use your own systems and networks to perform the service.)

NO

- 3. Description of Data:** Are you using data from the City in order provide the services/product to the City (Yes or No, if Yes) NO

What data is needed to provide the services/products to the City?

Example: Name, Social Security Number, Trade Information, Source Code, Payroll or Accounts Payable data, student or patient data, Law Enforcement data, any Personally Identifiable Information (PII), etc.

4. **Description of Services/Products:** What services/products will your organization provide to the City?

Canada Goose Control using Trained Working Border Collies.

5. **Office Locations:** How many office locations does your organization have? Please include the locations of your organization.

① 755 Danbury Road
Wilton CT 06897

6. **Data Center Locations:** How many data centers does your organization utilize to provide services/products to the City? Please include the locations of the data centers utilized by your organization.

NA

7. **Business Entity:** What is your business entity type?

*Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)

LLC

8. **How many employees and contingent workers do you have in your organization?** Use a scale. *Example: 1-10, 10-50, 50-100, 100-500, 500-1000, 1000 or more

10-50

9. **Physical Access:** Does your organization need to be onsite or offsite to provide services/products to the City?

Yes

10. **Access to Data:** How is your organization accessing City data?

NA

*Example: Is the data supposed to be sent to your organization via email or will the data need to be uploaded to an application?

Note: For third-parties that are providing an application to perform the services, please specify whether the application will be an internally hosted solution, cloud based solution (i.e. SaaS, IaaS, PaaS), or a traditional web-based application (i.e. eBay, WebEx, online banking application)

11. Data Storage: Does your organization outsource data storage or does your organization utilize its own databases to store data? Does your organization store data outside of the United States?

NA

12. Segregation of Data: Does your organization's database structure allow segregation of sensitive client data?

NA

13. Independent Attestations: Does your organization have independent attestations such as (i.e. ISO 27001, SSAE-18 SOC-1, SOC-2, PCI-DSS, ISO9001)?

NA

14. Information Security

a) Does your organization have written information security policies and procedures (WISP)?

NO

b) How often are the information security policies and procedures reviewed and updated?

NA

c) Who in the organization is responsible for reviewing and updating the information security policies and procedures?

NA

d) Does your organization have privacy policies and procedures?

NO

e) How often are the privacy policies and procedures updated?

NA

f) Who in the organization is responsible for reviewing and updating the privacy policies and procedures?

NA

g) What methods of encryption are utilized for data at rest and in transit?

NA

h) Are the encryption methods utilized FIPS 140-2 approved?

NA

i) Does your organization utilize firewalls to filter incoming data and information from the internet into your company network?

YES

j) Does your organization perform penetration testing at least once per year to determine if unauthorized access to the computer network and malicious activity is possible externally?

YES

k) Does your organization perform vulnerability testing at least once per year in order to identify vulnerabilities within the internal network?

YES

l) Does your organization perform background checks on employees and contingent workers prior to onboarding them? Describe the nature of these background checks (i.e., criminal, credit, international, etc).

YES - Criminal, Credit, Drug testing

m) Does your organization utilize multi-factor authentication, Single sign-on (SSO), role-based access, or custom password policy?

Custom password

- n) Does your organization utilize scan cards or biometric scans to grant employees and contingent workers access to the building and data centers where data is stored? *NA*
- o) If offering a technology product, does the organization utilize software development life cycle (SDLC) or Agile to build and maintain technological product? *NA*
- p) Does the technological product undergo information security testing and quality assurance testing prior to deployment? *NA*
- q) Does the Vendor provide annual Cybersecurity Awareness training to their employee? *NA*
- r) Does the Vendor provide annual phishing simulations for their employee? *NA*
- s) Have users been educated on how to report suspected security violations or vulnerabilities? *NA*
- t) Does the Vendor have an employee identified as the Chief Information Security Officer? *NA*
- u) Are all the Vendor laptops encrypted? *NA*
- v) Are all Vendor computers (workstations, notebooks) required to join the Company's domain and receive Group Policies? *NA*
- w) Does the Vendor meet the NIST 800-63 password guidelines? *NA*

15. Risk Management

- a) Does your organization have an enterprise risk management framework implemented at your organization?

NO

- b) Does your organization have documented enterprise risk management policies and procedures?

NO

- c) Who in the organization is responsible for reviewing the enterprise risk management policies and procedures?

NA

- d) Does your organization utilize an outside third-party to provide services/products to the client?

NO

- e) Does your organization have a third-party risk management program (TPRM)?

NA

- f) Does your organization include right-to audit clauses in contracts with third-parties?

NA

- g) Does your organization have a certificate of insurance (COI)?

Yes

16. Business Continuity/Disaster Recovery

- a) Does your organization have a business continuity plan?

Yes

- b) How often is the business continuity plan updated?

Yearly

c) Does your organization conduct business continuity tests once per year?

NO

d) Does your organization have a disaster recovery plan?

NO

e) How often is the disaster recovery plan updated?

NA

f) Does your organization conduct disaster recovery tests once per year?

NA

g) Does your organization have business continuity and/or disaster recovery sites?

NO

h) Are the business continuity/disaster recovery sites located in the United States or Outside the United States? Please include the locations of business continuity/disaster recovery sites?

NA



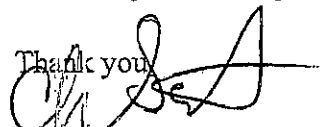
To whom it may concern,

Geese Relief LLC doesn't typically formulate pricing on a per acre format. We calculate our pricing based on distance from our kennel in Wilton, distance from current clients, access to the sites and using 25 years of experience.

Therefore, if the 3 other sites were added they would not be the same pricing as Vets park and Calf Pasture/ Shady Beach.

I know these sites well and they will not have to be serviced 12 month a year. They would be seasonal.

My pricing would be \$1200.00 per month for all three sites per month when they are active. My educated guess is we would need to service them for 6-8 months.

Thank you

Chris Santopietro



Project Lists Current Clients

City of Norwalk CT:

Ken Hughes 203-505-5681, khughes@norwalkct.org

Canada goose management at Veterans Park and Calf Pasture Beach/Shady Beach

With trained working border collies

We have serviced the sites for five plus years consecutively

Price for project is \$31200.00 per year

Chris Santopietro is project manager and we utilize up to 3 different handlers for this project.

Town of Greenwich CT

Sarah Coccoaro, sarah.coccoaro@greenwichct.org, 203-241-3238

Canada goose management at 10 sites. Schools, Parks and 2 beaches with trained working border collies.

We have been servicing these sites for approximately 20 years consecutively

Price for project is \$52,000.00 to \$60,000.00 per year

Chris Santopietro is project manager and we utilize 3-4 dog handlers for this project.

Town of Westport CT:

Jennifer Fava 203-341-5091, jfava@westportct.org

Canada goose Management at Compo Beach and Longshore Park Golf Course

With trained working border collies

We have been servicing these site for 4.5 years consecutively

Price for Project is approximately \$30,000.00 per year

Chris Santopietro is the project manager and we utilize 3 different dog handlers for this project



NUISANCE WILDLIFE CONTROL OPERATOR (NWCO) LICENSE



Under authority of CGS Sect. 26-47 the person named below is licensed to provide nuisance wildlife control in accordance with 26-47-1(a-f) of the Regulations of Connecticut Agencies and all policies and procedures pursuant thereof.

License Type: **Commercial**

NWCO License#: **N0519**

CHRISTOPHER SANTOPIETRO, GEESE RELIEF LLC (Dog Hazing)

PMB #213, 15 EAST PUTNAM AVE.

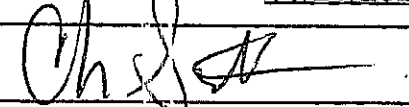
GREENWICH, CT, 06830-5424

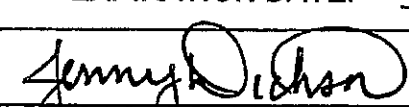
(203) 847-4939

DOB: 8/13/1965	EYES: BLUE	SEX: M	HAIR: BLONDE	HEIGHT: 6'2"	WEIGHT: 220
--------------------------	----------------------	------------------	------------------------	------------------------	-----------------------

DATE ISSUED: **01/21/2021**

EXPIRATION DATE: **12/31/2022**


Operator Signature


Jenny Dickson, Director

THIS LICENSE IS ISSUED UNDER THE FOLLOWING CONDITIONS AND AUTHORIZATIONS:

1. Relocation of raccoons, skunks and foxes (Rabies Vector Species – RVS) is prohibited.
2. Authorized to take the following Special Permit species:

Flying Squirrels*: Yes	Canada Geese (nests/eggs**): Yes	Beaver ***: No
----------------------------------	--	--------------------------

* May take Southern Flying squirrels using cage traps and rat-sized snap traps set in or on buildings.

** May take Canada goose nests/eggs only if landowner has a USFWS (Federal) nest/egg registration number and NWCO is listed on registration. Canada goose eggs/nests may be controlled by addling (pin holing), shaking, replacement with dummy egg or removal of nest/eggs. Visit <https://epermits.fws.gov/eRCGR> to register.

*** May trap beaver during the regulated trapping season (December 1 – March 31) using smooth wire and cage traps. No beaver may be relocated. A special permit report of all beaver taken during the above period is required by April 15th.

3. Submit an annual report of Activities by December 31st to: **chris.vann@ct.gov** or mail to: **DEEP, Wildlife Division, 79 Elm Street, Hartford, CT 06106**. Questions can be directed to: **chris.vann@ct.gov** or 860-424-3011.



City of Norwalk Canada Goose Control- Management
Project # 4200

Trained Handlers:

Chris Santopietro
Jared Marinelli
Liz Shepard
Jim Stevensen
Bob Morone

North Wilton Animal Hospital
555 DANBURY RD
WILTON, CT 06897
(203) 762-6655

Health Certificate

5/12/2022

Client Name: Chris Santopietro
Travel from Address: 759 Danbury Rd
Wilton, CT 06897

Phone Number: (203) 943-4734

Patient: Chip
Species: Canine
Breed: Collie, Border
Sex: Neutered Male
Color: Black/White
Weight: 49 pounds

Date Given	Vaccine Description	Date Due
3/15/2022	Rabies Vaccination Canine 3 year	3/15/2025
3/15/2022	Bordetella Vaccination	3/15/2023
3/15/2022	Leptospirosis Vaccination	3/15/2023
3/15/2022	Lyme Disease Vaccination	3/15/2023
8/31/2020	Distemper/Adenovrs/Parainfluenza/Parvo	8/31/2023

I hereby certify that the animal listed above has been examined by me and found to be free from contagious and infectious disease, and to the best of my knowledge has not been exposed to rabies, or other communicable diseases.

Staff Signature: Lori B. Brault, DVM Date: 5/12/22
License Number: 2542

North Wilton Animal Hospital
555 DANBURY RD
WILTON, CT 06897
(203) 762-6655

Health Certificate

5/12/2022

Client Name: Chris Santopietro
Travel from 759 Danbury Rd
Address: Wilton, CT 06897

Phone Number: (203) 943-4734

Patient: Dod
Species: Canine

Breed: Collie, Border
Sex: Male
Color: Black/White
Weight 40 pounds

Date Given	Vaccine Description	Date Due
12/7/2021	Rabies Vaccination Canine 3 year	12/7/2024
12/7/2021	Bordetella Vaccination	12/7/2022
12/29/2021	Leptospirosis Vaccination	12/29/2022
12/29/2021	Lyme Disease Vaccination	12/29/2022
00/00/00	Distemper/Adenovrs/Parainfluenza/Parvo	6/20/2022

I hereby certify that the animal listed above has been examined by me and found to be free from contagious and infectious disease, and to the best of my knowledge has not been exposed to rabies, or other communicable diseases.

Staff Signature: _____
Lori B. Brault, DVM

Date: 5/12/22
License Number: 2542

North Wilton Animal Hospital
555 DANBURY RD
WILTON, CT 06897
(203) 762-6655

Health Certificate

5/12/2022

Client Name: Chris Santopietro
Travel from 759 Danbury Rd
Address: Wilton, CT 06897

Phone Number: (203) 943-4734

Patient: Kirk
Species: Canine
Breed: Collie, Border
Sex: Neutered Male
Color: Black/White
Weight 42.5 pounds

Date Given	Vaccine Description	Date Due
9/15/2021	Rabies Vaccination Canine 3 year	9/15/2024
9/15/2021	Bordetella Vaccination	9/15/2022
9/15/2021	Leptospirosis Vaccination	9/15/2022
9/15/2021	Lyme Disease Vaccination	9/15/2022
9/15/2021	Distemper/Adenovrs/Parainfluenza/Parvo	9/15/2024

I hereby certify that the animal listed above has been examined by me and found to be free from contagious and infectious disease, and to the best of my knowledge has not been exposed to rabies, or other communicable diseases.

Staff Signature: _____

Lori B. Brault, DVM

Date: 5/12/22

License Number: 2542

North Wilton Animal Hospital
555 DANBURY RD
WILTON, CT 06897
(203) 762-6655

Health Certificate

5/12/2022

Client Name: Chris Santopietro
Travel from 759 Danbury Rd
Address: Wilton, CT 06897

Phone Number: (203) 943-4734

Patient: Lanie
Species: Canine

Breed: Collie, Border
Sex: Spayed Female
Color: Black/White
Weight: 56.5 pounds

Date Given	Vaccine Description	Date Due
3/20/2020	Rabies Vaccination Canine 3 year	3/20/2023
3/11/2022	Bordetella Vaccination	3/11/2023
3/11/2022	Leptospirosis Vaccination	3/11/2023
3/11/2022	Lyme Disease Vaccination	3/11/2023
3/20/2020	Distemper/Adenovrs/Parainfluenza/Parvo	3/20/2023

I hereby certify that the animal listed above has been examined by me and found to be free from contagious and infectious disease, and to the best of my knowledge has not been exposed to rabies, or other communicable diseases.

Staff Signature: _____

Lori B. Brault, DVM

Date: 5/12/22

License Number: 2542

North Wilton Animal Hospital
555 DANBURY RD
WILTON, CT 06897
(203) 762-6655

Health Certificate

5/12/2022

Client Name: Chris Santopietro
Travel from Address: 759 Danbury Rd
Wilton, CT 06897

Phone Number: (203) 943-4734

Patient: Rhev
Species: Canine

Breed: Collie, Border
Sex: Neutered Male
Color: Black/White
Weight: 40.5 pounds

Date Given	Vaccine Description	Date Due
2/10/2022	Rabies Vaccination Canine 3 year	2/10/2025
2/10/2022	Bordetella Vaccination	2/10/2023
2/10/2022	Leptospirosis Vaccination	2/10/2023
2/10/2022	Lyme Disease Vaccination	2/10/2023
2/25/2021	Distemper/Adenovrs/Parainfluenza/Parvo	2/25/2024

I hereby certify that the animal listed above has been examined by me and found to be free from contagious and infectious disease, and to the best of my knowledge has not been exposed to rabies, or other communicable diseases.

Staff Signature: Lori B. Brault, DVM Date: 5/12/22
License Number: 2542



GEESE-1

CP ID: JBRE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER William Carroll Insurance 34 Wall St Norwalk, CT 06850 Michael Faley		914-337-5201	CONTACT Michael Faley PHONE (A/C, No, Ext): 914-337-5201 FAX (A/C, No): 914-337-5029 E-MAIL ADDRESS: mfaley@faleycorp.com	
INSURED Geese Relief, LLC Christopher Santopietro 759 Danbury Road Wilton, CT 06897		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Nautilus Insurance Company		17370
		INSURER B : Progressive Insurance Company		24260
		INSURER C : Hartford Casualty Ins Co		29424
		INSURER D : ShelterPoint Life Ins Co		81434
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	NN1228244	03/21/2022	03/21/2023	EACH OCCURRENCE	\$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	☒ CONTRACTUAL						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC							
	OTHER:							
B	AUTOMOBILE LIABILITY	Y	Y	7646014-3	10/20/2021	10/20/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	☒ HIRE AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☒ WAIVESUBRO						PROPERTY DAMAGE (Per accident)	\$
								\$
A	☒ UMBRELLA LIAB	Y	Y	AN1236597	03/21/2022	03/21/2023	EACH OCCURRENCE	\$ 5,000,000
	☒ EXCESS LIAB						AGGREGATE	\$ 5,000,000
	DED ☒ RETENTION \$ 10000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	6S60UB9F36817	08/13/2021	08/13/2022	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
D	NYS DISABILITY			D181074	05/08/2022	05/08/2023	STATUTORY	
D	NYS PFL			D181074	05/08/2022	05/08/2023	STATUTORY	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF NORWALK NAMED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY, BUSINESS AUTO AND EXCESS LIABILITY

WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, BUSINESS AUTO, EXCESS LIABILITY AND WORKERS COMPENSATION POLICIES

CERTIFICATE HOLDER

CANCELLATION

CITYNPNU

CITY OF NORWALK
125 EAST AVENUE
NORWALK, CT 06856

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



The #1 NAME
in Canada
Goose Control

SCOPE OF WORK FOR THE **CITY OF NORWALK PARKS**

My name is Michael Mallek, and I am the proud owner of Geese Chasers Long Island NY LLC. We are a franchise and have been established on Long Island since 2014. We currently service properties in Queens, Nassau & Suffolk Counties. We take pride in providing the **GREATEST** customer experience in our industry and having the **BEST** Border Collies on the East Coast. We are excited to announce that we have expanded our business into Southern Connecticut this spring 2022.

Our team will be servicing your five parks - 7 days a week & offering **FREE ON-CALL**. We are known for doing whatever it takes to get the job done. If we need to increase our visits to 3x - 4x per day temporarily to combat the influx of larger migratory flocks of geese, we will do so at **no additional cost**. We believe in going the extra mile and providing the best customer experience in our industry.

OUR TEAM:

We are currently a TEAM of 8 Dog-Handlers.

Anton, Dave, and I will be the handlers servicing your parks daily.

We have 7 Professionally Trained Border Collies

(*Sterling, Cub, Nellie, Tessa, Jackson, Luna & Jam*)

and 7 company vehicles with our company magnets on both sides.

I am a dog handler, dog trainer, owner & operator. I love working with my Border Collies, as well as, dealing with my clients personally. I am on a first name basis with EVERY client. I manage all the properties that we service to make sure our handlers are doing the best job possible.

I am also responsible for training the dogs, housing them and giving them the best life, a working dog can have. This ensures that the dogs are healthy, happy, well trained, can be handed off to multiple dog handlers and work confidently in any environment safely.

My dog handlers are encouraged to get to know our clients. They will provide their **PERSONAL** cell phone number for clients who request it for **FASTER ON-CALL** services.

ON-CALL Service:

Any **ON-CALL** services requested, as well as, scheduled night runs will be handled by one of our dog-handlers or myself. **ON-CALL can be used 7 days a week, dusk to dawn.** We will arrive within **60-90 minutes** of the call or text. **ON-CALL service is FREE!**

You can reach my cell directly 7 days a week via text, 844 number or by calling my direct number. I am personally available to all my clients **24/7/365**. Advice is *always FREE* so if you have any questions do not hesitate to reach out to me directly.

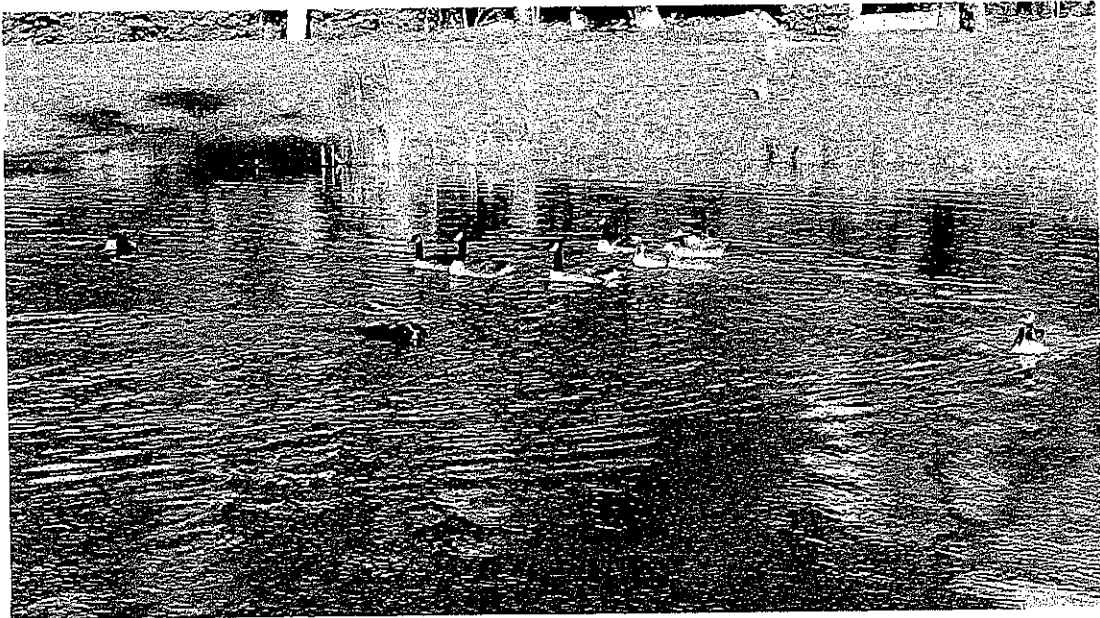
Again, I am an owner & operator. I am personally out in the field managing my client's properties 7 days a week ensuring that our sites are clear of geese and our customers are happy!

OUR VEHICLES:

The 7 cars we have are all grey/silver with magnets on both sides of the vehicle. We are fully insured with commercial liability insurance. Our magnets clearly list the company name, logo, phone number and website. Our staff's uniforms are custom yellow shirts that clearly show our logo on the front left chest as well as **CLEARLY** stating **WORKING BORDER COLLIES** in large print on the back of their shirts / sweatshirts.

The 7 cars we currently have are as follows:
(IF you need VINS, plates, pictures, etc. I can provide any & all information necessary IF awarded the bid.)

2012 HONDA INSIGHT - GREY
2021 HONDA INSIGHT - GREY
2021 HONDA INSIGHT - GREY
2021 HONDA INSIGHT - GREY
2022 HONDA INSIGHT - GREY
2022 HONDA INSIGHT - GREY
2021 HONDA ACCORD - SILVER



"TESSA & STERLING"

References for
GEESE CHASERS LONG ISLAND NY LLC



The A. NAME
in Canada
Goose Control

SETAUKET MEADOWS HOA

PROPERTY MANAGER

DAVE MORSE

(631) 476 - 8805

hpmlt@aol.com

STONEBRIDGE GOLF LINKS & CC

GOLF OPERATIONS MANAGER

WAYNE ZATYK

(631) 724 - 7500 EXT. 114

wayne@stonebridgeglcc.com

TOWN OF NORTH HEMPSTEAD

COMMISSIONER - PARKS & RECREATION

KELLY GILLEN

(516) 739 - 3049

gillenk@northhempsteadny.gov

WEST BABYLON SCHOOL DISTRICT

FACILITY MANAGER

JEFF VITKUN

(631) 379 - 8185

jvitkun@wbschools.org

SUNY COLLEGE at OLD WESTBURY

DIRECTOR OF FACILITIES & RENTALS

DIVISION OF BUSINESS & FINANCE

MICHAEL P. DOLAN

(516) 876 - 3483

dolanmi@oldwestbury.edu

The contents of this reference sheet is considered

Geese Chasers Long Island NY LLC
PROPERTY and is STRICTLY CONFIDENTIAL

[//DEEP](#)

Connecticut Department of Energy and Environmental Protection

[CT.gov Home](#) / [Department of Energy and Environmental Protection](#) / [//DEEP](#) / [Wildlife](#) / [//DEEP/Wildlife/Wildlife-in-Connecticut](#) / [How to Become a NWCO](#)

How to Become a Nuisance Wildlife Control Operator (NWCO)

Connecticut law, CGS 26-47(b)(1), requires an individual to obtain a Nuisance Wildlife Control Operator (NWCO) license prior to engaging in the business of wildlife control. Town employees, such as Animal Control Officers (ACO), are also required to obtain a NWCO license if they provide wildlife control services as part of their duties for town residents. However, ACOs or local/state police are not required to be licensed NWCOs to respond to emergency rabies situations or to destroy animals suffering from disease or posing a public safety threat.

To obtain a NWCO license, an individual must first:

- Attend an approved Nuisance Wildlife Control Operator's training course;
- Pass the DEEP NWCO licensing exam; and
- Submit an application ([fillable PDF](#) [Word file](#)) for a NWCO license.

For information and to register for the next Nuisance Wildlife Control Operator training class, visit the Connecticut NWCO Association website at <http://www.ctnwcoa.com> (<http://www.ctnwcoa.com>) (<http://www.ctnwcoa.com>).

Note: The CT DEEP Wildlife Division is no longer handling registration or providing training materials for the CT NWCO Association sponsored training class. Therefore, persons who wish to register for the training class should register directly with the NWCO Association.

The CT NWCO Association will provide all persons registered for the next NWCO training class important training materials to help prepare them for the class and state exam. This information will include, but not be limited to:

- Copies of the CT NWCO Policies and Procedures Booklet, and
- CT NWCO regulations that all licensed NWCOs must adhere to when providing wildlife control work in Connecticut.

The DEEP NWCO licensing exam will be given within a week of the NWCO training class - the date and time of the next exam is indicated on the training notice. Like the training, the DEEP NWCO exam is comprehensive and will cover a wide range of subjects, including but not limited to:

- Wildlife biology and behavior;
- Damage identification;
- Recommended control strategies;
- Humane handling;
- Approved euthanasia methods;
- Rabies policies; and
- Applicable laws and regulations.

Only those persons who have attended approved NWCO training will be admitted into the exam.

If you need further information concerning the NWCO training class, please contact Jeff May, CT NWCO Association Training Coordinator, at [475-202-9283](tel:475-202-9283) (<tel:475-202-9283>). For NWCO exam and licensing information, please contact the CT DEEP Wildlife Division, at [860-424-3011](tel:860-424-3011) (<tel:860-424-3011>) or deep.wildlife@ct.gov (<mailto:deep.wildlife@ct.gov>).

The Connecticut DEEP Wildlife Division issues commercial NWCO licenses for a two-year period at a cost of \$250. A non-commercial (municipal) NWCO license is issued at no cost.



(<http://wildlifehelp.org/>)

Licensed NWCOs are encouraged to register on the website www.WildlifeHelp.org (<http://www.wildlifehelp.org/>) to help people find the wildlife conflict prevention and control assistance they need. *WildlifeHelp.org is supported by the Northeast Association of Fish and Wildlife Agencies and the Northeast Wildlife Damage Management Cooperative.*

CITY OF NORWALK

PURCHASING DEPARTMENT

TITLE OF BID: CANADIAN GEESE CONTROL-MANAGEMENT

PROJECT NUMBER: 4200

HARD COPY SUBMISSION DATE: 2:00PM 5/16/2022

BIDDER: GEESE CHASERS LONG ISLAND NY LLC

EXCEPTIONS:

We are asking for an exception for the following:

1.) CT DEEP NWCO LICENSE

It is our understanding that the NWCO License is only required for individuals that trap, physically remove or euthanize wildlife, ranging from racoons to birds. Since we do not trap, physically remove or euthanize geese we are not required to obtain an NWCO license. Our method is 100% humane and we only deal with Canada Geese, we are not an exterminator service. The only time we obtain permits is to remove/addle a nest, however, it is clearly stated in the addendum below that the city is not looking for nest management.

Our company has been open on Long Island since 2014. We service over 150 properties a day and have extensive experience with working our professionally trained border collies on various properties. We are currently on contract to service 30 town parks in Nassau County, many of which are waterfront. If you would still like us to obtain the NWCO license, we could register for the next class which is being offered next month. However, for the reasons above we believe we should be exempt from this requirement due to the nature of our service. Thank you for taking the time to read this.

See below: Addendum #2

23 Question: Is nest management quoted separately?

Response: At this time, nest management is not needed or in scope of this Invitation to Bid.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Geese Chasers Long Island NY LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 25 Oak Meadow Road	Requester's name and address (optional) City of Norwalk
6 City, state, and ZIP code Commack, NY 11725	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Notes: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
4	6	-	4	8	1	6	1	25

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

[Handwritten Signature]

Date ►

5/8/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.

Smithtown Animal Hospital
891 West Jericho Turnpike
Smithtown, NY 11787-3229
(631) 543-0333

Owner: Michael Mallek
25 Oak Meadow Road
Commack, NY 11725

Patient: Jackson
Species: Canine
Breed: Border Collie
Weight: 39 lbs.
Color: Black/White
Sex: MN

VACCINATIONS

EXPIRATION

Distemper, Hepatitis, Parainfluenza, Parvo, Corona	02/10/2023
Rabies	02/10/2023
Leptospirosis	02/10/2023
Bordetella	
Lyme	03/03/2022
Influenza	

Date Given: 02/10/2022
Tag Number: 12160
Serial No.: A1317358
Duration: 1-Year
Vaccine Type: Killed
Vac. Name: Defensor-1
Producer:

TESTING PROCEDURES

EXPIRATION

Heartworm Blood Test	02/10/2023
Fecal Exam	04/08/2022

I hereby certify that I have examined the above described animal
and find same to be clinically free of infectious, contagious or
communicable disease. (Last examination date: 03/07/2022)

Signature: _____

Dr. Scott Kaplan

American Border Collie Association, Inc.

Certificate of Registration

ABC No: **480040**

Name: **JACKSON**

Owner: **DWIGHT G. PARKER**
311 PARKER FARM RD
BREVARD, NC
28712

Sire: **IMP. TREFLYS ROY ABC 469254**

Owner: **CHAD COLLINS**
LIVINGSTON, TN

Breeder: **D. W. DAVIES**
GWYNEDD, WALES,

Sex: **Male** Date of Birth: **4/22/2019** Trai. No. **1**

Breeder: **DWIGHT G. PARKER**

311 PARKER FARM RD
BREVARD, NC
28712

PRINCE ISDS 298536

D. W. DAVIES
GWYNEDD, WALES,

D. M. HOWELLS
PORT-TALBOT GLAM WALES,

DEL ISDS 336851

D. W. DAVIES
GWYNEDD, WALES,

D. N. GILLON
AYRSHIRE, SCOT

IMP. BOND ABC 438215

DWIGHT G. PARKER
BREVARD, NC

E. BARFOOT
CO DERRY, N IRE

JESS ABC 405926

DWIGHT G. PARKER
BREVARD, NC

DWIGHT G. PARKER
BREVARD, NC

Litter Females

Color and

Markings: **BLACK W/WHITE BLAZE, COLL**

MIRK ISDS 284360

R. F. M. ELLIS

NANTYMOEL BRIDGEND,

GWEN ISDS 274484

D. M. HOWELLS

PORT TALBOT GLAM WALES,

#SWEEP ISDS 293085

R. J. HUTCHINSON

LANCS, ENG,

MAID ISDS 323914

D. N. GILLON

AYRSHIRE, SCOT,

CAP ISDS 269842

W. A. ARMSTRONG

NO IRELAND

CINDY ISDS 16951

E. BARFOOT

CO DERRY, N IRE

BLAZE ABC 285883

ROBERT A. ROGERS

BREVARD, NC

KATE ABC 389825

DWIGHT G. PARKER

BREVARD, NC

Transfer of Ownership To:

Name: **Michael Mattek**

Address: **25 Oak Meadow Road, Connick, NY 11725**

This the **2nd** day of **April**, **2021**

SIGNATURE OF PREVIOUS OWNER(S)
Dwight G. Parker

This is to certify that the above named and described Border Collie has been registered in the Stud Book of the American Border Collie Association. This certificate is issued to the owner of the dog, and it is the duty of the owner to keep this certificate safe and to present it to the owner of the dog at the time of any sale or transfer of the dog. The Association is not responsible for the dog's health or behavior, and it is the duty of the owner to keep the dog healthy and well behaved. The Association is not responsible for the dog's training or behavior, and it is the duty of the owner to keep the dog trained and well behaved. The Association is not responsible for the dog's safety or security, and it is the duty of the owner to keep the dog safe and secure. The Association is not responsible for the dog's life or death, and it is the duty of the owner to keep the dog alive and well.

At the time of registration, the dog must be at least 12 weeks old and must have been vaccinated against distemper, parvovirus, and rabies. The dog must also be microchipped and registered with the American Border Collie Association. The dog must be kept in the United States and must not be exported to any other country. The dog must be kept in the company of its owner and must not be left alone for long periods of time. The dog must be kept in a secure and safe place and must not be allowed to roam freely. The dog must be kept in the company of its owner and must not be left alone for long periods of time. The dog must be kept in a secure and safe place and must not be allowed to roam freely. The dog must be kept in the company of its owner and must not be left alone for long periods of time. The dog must be kept in a secure and safe place and must not be allowed to roam freely.

Note: If this dog is named a champion, it must be registered with the American Border Collie Association. The dog must be kept in the company of its owner and must not be left alone for long periods of time. The dog must be kept in a secure and safe place and must not be allowed to roam freely. The dog must be kept in the company of its owner and must not be left alone for long periods of time. The dog must be kept in a secure and safe place and must not be allowed to roam freely. The dog must be kept in the company of its owner and must not be left alone for long periods of time. The dog must be kept in a secure and safe place and must not be allowed to roam freely.

ABCA

atbca@an

Smithtown Animal Hospital
891 West Jericho Turnpike
Smithtown, NY 11787-3229
(631) 543-0333

Owner: Michael Mallek
25 Oak Meadow Road
Commack, NY 11725

Patient: Nellie
Species: Canine
Breed: Border Collie
Weight: 35 lbs.
Color: Black/White
Sex: FS

VACCINATIONS

EXPIRATION

Distemper, Hepatitis, Parainfluenza, Parvo, Corona	02/10/2023
Rabies	02/10/2023
Leptospirosis	05/14/2019*
Bordetella	
Lyme	05/14/2019*
Influenza	

Date Given: 02/10/2022
Tag Number: 12133
Serial No.: A1317358
Duration: 1-Year
Vaccine Type: Killed
Vac. Name : Defensor-1
Producer:

TESTING PROCEDURES

EXPIRATION

Heartworm Blood Test	04/22/2020*
Fecal Exam	04/22/2020*

I hereby certify that I have examined the above described animal
and find same to be clinically free of infectious, contagious or
communicable disease. (Last examination date: 04/14/2022)

Signature: _____

Dr. Scott Kaplan

SMITHTOWN ANIMAL HOSPITAL

Smithtown NY
(631) 543-0333

Client : Michael Mallek
25 Oak Meadow Road
Commack, NY 11725

Phone : (609) 410-5880

Patient : Nellie
Species : Canine
Sex : FS
DOB : 01/11/2017

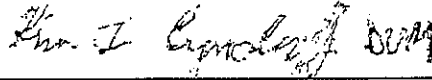
Acct No. : 6882 E
Breed : Border Collie
Color : Black/White

RABIES VACCINATION INFORMATION

Rabies Defensor-1
Date Vaccinated 02/10/2022
Serial No. A1317358
Vaccine Type 1-Year

Tag No. 12133
Expires 02/10/2023
Producer

I hereby certify that I have vaccinated this animal in accordance with the company's recommendation for the vaccine used on the above date.



Signature of licensed veterinarian administering vaccine.
Scott Kaplan
BK0705600

CITY OF NORWALK PURCHASING DEPARTMENT



**SEALED BIDS MUST BE RECEIVED BY THE OFFICE OF THE PURCHASING AGENT, 125 EAST AVENUE
NORWALK, CT 06856 BY THE DATE AND TIME OF BID OPENING**

PROJECT NUMBER:	4200
REQUESTING DEPARTMENT:	Recreation and Parks
DATE OF BID ISSUANCE:	04/25/2022
TITLE OF BID:	Canadian Geese Control-Management
ELECTRONIC SUBMISSION DEADLINE:	2:00 PM 5/12/2022
HARD COPY SUBMISSION DEADLINE:	2:00 PM 5/16/2022
MANDATORY WALKTHROUGH:	YES () NO ()
DATE, TIME AND LOCATION OF WALKTHROUGH	N/A
TIME/DATE OF BID OPENING:	2:00 PM 05/16/2022
BID DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED	YES (X) NO (X)
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED:	YES (X) NO (X)

ALL TERMS AND CONDITIONS, SPECIFICATIONS AND BID FORMS ARE ATTACHED HERETO.

NOTE: THE FOLLOWING DOCUMENTS WILL BE REQUIRED FOR A BID TO BE COMPLIANT

1. BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM
2. BID FORMS, INCLUDING PRICING SHEETS AND ADDENDA ACKNOWLEDGMENT FORMS (ONE ORIGINAL PLUS TWO (2) COPIES)
3. EXCEPTIONS (IF ANY)

CITY OF NORWALK
PURCHASING DEPARTMENT
NOTICE TO BIDDERS

- A. ALL BIDS WILL BE OPENED PROMPTLY AT THE ADVERTISED TIME OF OPENING. THERE WILL BE NO DELAYS OR POSTPONEMENTS WHICH ARE NOT PUBLICLY ADVERTISED. ANY BID RECEIVED AFTER THE ADVERTISED TIME OF OPENING WILL NOT BE ACCEPTED.
- B. IF A BIDDER USES A COURIER SERVICE FOR BID DELIVERY, IT SHALL BE THE BIDDER'S RESPONSIBILITY THAT THE BID REACHES THE PURCHASING DEPARTMENT BY THE DATE AND TIME SPECIFIED HEREIN.
- C. ALL BIDS SUBMITTED TO THE CITY MUST BE IN A CLEARLY MARKED AND SEALED ENVELOPE. REFERENCE THE PROJECT NUMBER ON THE OUTSIDE OF THE ENVELOPE.
- D. OBLIGATION OF BIDDERS:
- a. AT THE TIME OF OPENING BIDS, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES AND TO HAVE MADE HIM/HERSELF THOROUGHLY FAMILIAR WITH THE PLANS AND CONTRACT DOCUMENTS, INCLUDING ALL ADDENDA. THE FAILURE OR OMISSION OF ANY BIDDER TO RECEIVE OR EXAMINE ANY FORM, INSTRUMENT OR DOCUMENT SHALL IN NO WAY RELIEVE ANY BIDDER FROM ANY OBLIGATION IN RESPECT TO THEIR BID.
 - b. EACH BIDDER MUST FULLY INFORM HIM/HERSELF OF THE CONDITIONS RELATING TO THE WORK WHICH WILL BE PERFORMED. FAILURE TO DO SO WILL NOT RELIEVE THE SUCCESSFUL BIDDER OF HIS/HER OBLIGATION TO FURNISH ALL LABOR AND MATERIALS NECESSARY TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS AND TO COMPLETE THE CONTEMPLATED WORK. IN AS MUCH AS POSSIBLE, THE CONTRACTOR MUST, IN CARRYING OUT HIS/HER WORK, EMPLOY SUCH MEANS AND METHODS AS WILL NOT CAUSE ANY INTERRUPTIONS OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.
- E. TIME IS OF THE ESSENCE (IF APPLICABLE):
- a. IF THE PROJECT IS NOT COMPLETED BY THE DATE SPECIFIED AS THE SUBSTANTIAL COMPLETION DATE IN THE CONTRACT ENTERED INTO BY THE CITY AND THE CONTRACTOR, THE CONTRACTOR WILL BE SUBJECT TO CONSEQUENTIAL AND/OR LIQUIDATED DAMAGES.

CITY OF NORWALK PURCHASING DEPARTMENT

GENERAL INFORMATION

1.1 INTRODUCTION

The City of Norwalk Purchasing Department hereby invites qualified Firms to submit sealed bids for Canada Goose Control/Management for Recreation and Parks Department. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

1.2 BID DOCUMENTS

All Bid documents for this invitation are available over the internet at <http://www.norwalkct.org>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

1.3 ADDENDA

All addenda, if issued will be available over the internet at <http://www.norwalkct.org>. We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the bid deadline. It is the responsibility of the bidder to check for issuance of any addenda.

1.4 BIDDER'S LIST

Bidder's list for this solicitation will not be published.

1.5 QUESTIONS CONCERNING THIS BID

All questions concerning this solicitation must be directed, via e-mail, to Sharon Conners, Purchasing Agent at sconners@norwalkct.org. The deadline for the submission of questions is 2:00 pm May 5, 2022.

1.6 SUBMISSION OF BID

The City of Norwalk is requesting electronic submission along with hard copy submission. All participants are **required to submit both** by the said date and time. Hard copy submission must match the electronic submission and will be the official accepted submission. The City of Norwalk has the right to reject any submission that does not meet this criteria.

All sealed electronic submissions must be submitted in Bonfire no later than May 12, 2022, at 2:00PM.

All sealed hard copy Bids should be submitted to the City of Norwalk's Purchasing Department no later than May 16, 2022 at 2:00 PM at the address listed below:
City of Norwalk Purchasing Department
125 East Avenue, Room 211

CITY OF NORWALK PURCHASING DEPARTMENT

Norwalk, CT 06856-5125

1.7 SUMMARIES

A list of the proposing firms will be available any time after 5:00 pm on the day of the opening at Purchasing-Bid Postings. Results will not be provided over the phone.

SPECIAL NOTES:

- 1.) Contractors are hereby advised that the determination of the lowest responsible bidder will be based on the sum of the Base Bid(s). Said determination by the City would be final.
- 2.) **IMPORTANT Submission Information:** As of 08/10/2020, a new interior Customer Service window opened inside City Hall that will help serve the public during the ongoing COVID-19 pandemic. The window is staffed by Customer Service representatives Monday – Friday from 9 a.m. – 3:00 p.m. If you are planning to use the Customer Service window to drop off your submission, it is recommended to drop off the submission as early as possible since the team will be serving other customers.

It is still recommended to use a courier service (i.e. FedEx, UPS, USPS, DHL, etc.) to deliver the submission to the above address by the due date and time.

- 3.) **Public Opening:** Per the City of Norwalk Purchasing Guidelines (<https://www.norwalkct.org/DocumentCenter/View/334/City-Procurement-Guidelines?bidId=>). Bids shall be opened publicly by the Purchasing Agent or his designee, in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid, and such other relevant information as may be specified by the bid, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection. If you wish to hear the bid/RFP opening, please join us through a teleconference.

Access Number: (866) 640-4044 or (678) 302-3554

Participant Code: 968 704

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

**CITY OF NORWALK
PURCHASING DEPARTMENT**

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CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 1 – FORMS OF PROPOSAL

CITY OF NORWALK
PURCHASING DEPARTMENT
BIDDER'S INFORMATION AND ACKNOWLEDGMENT FORM

<i>Geese Chasers Long Island NY LLC</i>
Bidder's Name

<i>25 Oak Meadow Road</i>
Street Address

<i>Commack</i>	<i>NY</i>	<i>11754</i>
City	State	Zip

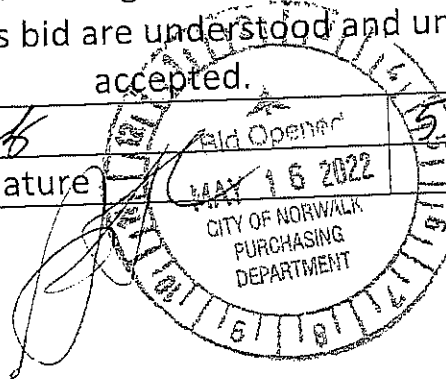
Business Telephone: <i>(609) 410-5880 / (844) 544-3373</i>
--

Email Address: <i>Mike.geesechasers@gmail.com</i>

<i>Michael Mallett</i> <i>Owner / CEO</i>
Printed Name and Title of Individual Submitting Bid

The undersigned acknowledges that the terms, conditions and specifications of this bid are understood and unconditionally accepted.

<i>Michael Mallett</i>	<i>5/8/2022</i>
Signature	Date



CITY OF NORWALK
PURCHASING DEPARTMENT

Exceptions: Note any vendor(s) responding to this proposal shall indicate any/all exceptions (if any) taken to language in this proposal. Exceptions must be declared below in order to be considered by the City:

1.) CT DEEP NWCO LICENSE

It is our understanding that the NWCO License is only required for individuals that trap, physically remove or euthanize wildlife, ranging from racoons to birds. Since we do not trap, physically remove or euthanize geese we are not required to obtain an NWCO license. Our method is 100% humane and we only deal with Canada Geese, we are not an exterminator service. The only time we obtain permits is to remove/addle a nest, however, it is clearly stated in the addendum below that the city is not looking for nest management.

Our company has been open on Long Island since 2014. We service over 150 properties a day and have extensive experience with working our professionally trained border collies on various properties. We are currently on contract to service 30 town parks in Nassau County, many of which are waterfront. If you would still like us to obtain the NWCO license, we could register for the next class which is being offered next month. However, for the reasons above we believe we should be exempt from this requirement due to the nature of our service. Thank you for taking the time to read this.

See below: Addendum #2

23 Question: Is nest management quoted separately?

Response: At this time, nest management is not needed or in scope of this Invitation to Bid.

Michael M. M. - Owner

**CITY OF NORWALK
PURCHASING DEPARTMENT**

1.1 RESPONSE FORM – BID #4200 Canadian Geese Control-Management

Vendor Name - <i>Geese Chasers Long Island NY LLC</i>		
Address - <i>25 Oak Meadow Road, Commack, NY 11725</i>		
Phone - <i>(844)544-3373</i>	Fax - <i>N/A</i>	Email - <i>mike.geechasers@gmail.com</i>
Manager - <i>Michael Mallek</i>		Fed ID# <i>46-4816125</i>

The bidder shall provide complete pricing below as specified. All parties shall include all cost and shall remain firm fixed for the duration of this contract (three years). The City reserves the right to award this contract on a line-by-line basis or as a lump sum. The city reserves the right to add or delete work locations during the term of the contract if necessary.

It is further understood and agreed that all the information included in, and attached to, or required by the Request for Bid shall become public record upon delivery to the City.

The following unit prices shall apply to this project:

A. Site Aversion Program

Site Size (Acres)	Price per Site Size, per Month Year 1	Price per Site Size per Month Year 2	Price per Site Size per Month Year 3
1-5 Acres	\$400.00	\$400.00	\$400.00
5-10 Acres	\$400.00	\$400.00	\$400.00

Site Size (Acres)	Price per Site Size per Month OPTIONAL Year 4	Price per Site Size per Month OPTIONAL Year 5
1-5 Acres	\$400.00	\$400.00
5-10 Acres	\$400.00	\$400.00

CITY OF NORWALK
PURCHASING DEPARTMENT

B. OPTIONAL Geese Control/management Programs: Please use this section to provide pricing and description of services of other successful geese control/management programs:

Site Size (Acres)	Price Per Site Size, Per Month	Description of Service
1 -5 Acres		
5-10 Acres		

C. REQUIRED: Other Required Documentation to be included in the Bid Submission:

- A complete list of all trained handlers for this project.
- A copy of the Certificate of Health from a licensed veterinarian for each dog for each project. *Jackson + Nellie (Certificates included)*
- A copy of the contractor's Certificate of Registration (i.e. CT DEEP NWCO license).

See Exception page.

Dog Handlers:

*Anton Silkowski
David Trow
Michael Mallett*

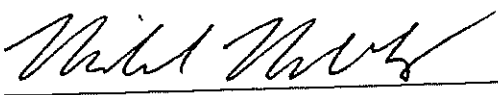
*For this
Job.*

MM

CITY OF NORWALK
PURCHASING DEPARTMENT

PROJECT:	4200 Canadian Geese Control-Management
VENDOR NAME:	Geese Chasers Long Island NY LLC

Submitted by:

Print Name of Authorized Agent of Company	Michael Mallett
Signature of Authorized Agent of Company	
Date	5/8/2022

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

Addendum #	1	Dated	4/29/2022	Addendum #		Dated	
Addendum #	2	Dated	5/3/2022	Addendum #		Dated	
Addendum #	3	Dated	5/5/2022	Addendum #		Dated	

CITY OF NORWALK PURCHASING DEPARTMENT

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1.	Number of years in business:	8+	
2.	Number of personnel employed:	Part Time	Full Time
		2	6

3. Project List: Provide a list of at least three (3) current or previous clients in which your firm provides the same size and scope of services requested by the City. Highlight how it's directly related to City of Norwalk. The City, at its discretion may check references in order to determine the Offeror's experience and ability to provide services described in the Scope of Work. All client reference information must be documented and verifiable. Reference contacts must be aware that they are being used as a reference and agreeable to City interview for follow up. References shall include the following, in this order:

- a. Client/Agency Name
- b. Contact Name and Title (project manager role preferred), Telephone, and Email
- c. Number of Projects Completed for Client/Agency
- d. Project Names
- e. Project Descriptions
- f. Project Approach and Methodology
- g. Year of Project and Length of Project
- h. Project Budgets and Final Invoiced Amount
- i. Contractor Personnel Assigned to Project and Project Role

4. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also, indicate the portion or section of work a subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK

CITY OF NORWALK PURCHASING DEPARTMENT

5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	☐	general partnership
	☐	limited partnership
	☒	limited liability corporation
	☐	limited liability partnership,
	☐	corporation doing business under a trade name
	☐	individual doing business under a trade name
	☐	other (specify)

6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
	Out-of-State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No

7. CT LICENSE (eLicense) & Business ALEI #	New York State 4521559		
8. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:			
Business Name	Geese Chasers, LLC		
Address	4 Milton Drive		
City	Medford	State	New Jersey
		Zip	08055
Name of Agent	Robert W. Young - President		

CITY OF NORWALK PURCHASING DEPARTMENT

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

9. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

1.3 CITY OF NORWALK VENDOR RECORDS

If you have not done business with the City of Norwalk as a vendor, your business information needs updating or your vendor record has not been updated over three (3) years. Please complete and include the latest Internal Revenue Service (IRS) W-9 Form with your submission. Here is the URL to the IRS website: <https://www.irs.gov/forms-pubs/about-form-w-9>

1.4 INSURANCE

Insurance Agency Name: USI Insurance Services, LLC	Tel: (732) 905-5564
Agency Address: 1433 Hooper Avenue, Suite 110, Toms River, NJ 08753	Email: christopher.machado@usi.com

CITY OF NORWALK PURCHASING DEPARTMENT

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

Information Technology Department



City of Norwalk Vendor Questionnaire

Rev 11.12.2021

1. Third-Party Contact Information (please provide the POC for follow-up questions to this questionnaire): Vendor Name, Address, Point-of-Contact Name, Phone Number and Email

Geese Chasers Long Island NY LLC
25 Oak Meadow Road, Commack, NY 11725
Michael Mallett / 609-410-5880 / mike.geesechasers@gmail.com

2. System and Equipment Access:

Will your organization need access to the City's information systems, technology equipment and/or network to perform the services? (Yes or No; if Yes, please explain. Note that a NO answer means you will solely use your own systems and networks to perform the service.)

NO

3. Description of Data: Are you using data from the City in order provide the services/product to the City (Yes or No, if Yes)

NO

What data is needed to provide the services/products to the City?

Example: Name, Social Security Number, Trade Information, Source Code, Payroll or Accounts Payable data, student or patient data, Law Enforcement data, any Personally Identifiable Information (PII), etc.

NO

4. **Description of Services/Products:** What services/products will your organization provide to the City?

Geese Control

5. **Office Locations:** How many office locations does your organization have? Please include the locations of your organization.

Two
25 Oak Meadow Road, Commack, NY 11725
89 Hillside Lane, Monroe, CT 06468

6. **Data Center Locations:** How many data centers does your organization utilize to provide services/products to the City? Please include the locations of the data centers utilized by your organization.

NONE

7. **Business Entity:** What is your business entity type?

*Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)

Individual/Sole proprietor/Single member LLC

8. **How many employees and contingent workers do you have in your organization?** Use a scale. *Example: 1-10, 10-50, 50-100, 100-500, 500-1000, 1000 or more

1-10

9. **Physical Access:** Does your organization need to be onsite or offsite to provide services/products to the City?

Yes

10. **Access to Data:** How is your organization accessing City data?

We dont. N/A

*Example: Is the data supposed to be sent to your organization via email or will the data need to be uploaded to an application?

Note: For third-parties that are providing an application to perform the services, please specify whether the application will be an internally hosted solution, cloud based solution (i.e. SaaS, IaaS, PaaS), or a traditional web-based application (i.e. eBay, WebEx, online banking application)

We are a Geese Control Company..

11. **Data Storage:** Does your organization outsource data storage or does your organization utilize its own databases to store data? Does your organization store data outside of the United States?

N/A

12. **Segregation of Data:** Does your organization's database structure allow segregation of sensitive client data?

N/A

13. **Independent Attestations:** Does your organization have independent attestations such as (i.e. ISO 27001, SSAE-18 SOC-1, SOC-2, PCI-DSS, ISO9001)?

N/A

14. **Information Security**

- a) Does your organization have written information security policies and procedures (WISP)?

N/A

- b) How often are the information security policies and procedures reviewed and updated?

N/A

- c) Who in the organization is responsible for reviewing and updating the information security policies and procedures?

N/A

- d) Does your organization have privacy policies and procedures?

N/A

e) How often are the privacy policies and procedures updated?

N/A

f) Who in the organization is responsible for reviewing and updating the privacy policies and procedures?

N/A

g) What methods of encryption are utilized for data at rest and in transit?

N/A

h) Are the encryption methods utilized FIPS 140-2 approved?

N/A

i) Does your organization utilize firewalls to filter incoming data and information from the internet into your company network?

N/A

j) Does your organization perform penetration testing at least once per year to determine if unauthorized access to the computer network and malicious activity is possible externally?

N/A

k) Does your organization perform vulnerability testing at least once per year in order to identify vulnerabilities within the internal network?

N/A

l) Does your organization perform background checks on employees and contingent workers prior to onboarding them? Describe the nature of these background checks (i.e., criminal, credit, international, etc).

Yes. Driving Records.

m) Does your organization utilize multi-factor authentication, Single sign-on (SSO), role-based access, or custom password policy?

N/A

n) Does your organization utilize scan cards or biometric scans to grant employees and contingent workers access to the building and data centers where data is stored?

N/A

o) If offering a technology product, does the organization utilize software development life cycle (SDLC) or Agile to build and maintain technological product?

N/A

p) Does the technological product undergo information security testing and quality assurance testing prior to deployment?

N/A

q) Does the Vendor provide annual Cybersecurity Awareness training to their employee?

N/A

r) Does the Vendor provide annual phishing simulations for their employee?

N/A

s) Have users been educated on how to report suspected security violations or vulnerabilities?

N/A

t) Does the Vendor have an employee identified as the Chief Information Security Officer?

N/A

u) Are all the Vendor laptops encrypted?

N/A

v) Are all Vendor computers (workstations, notebooks) required to join the Company's domain and receive Group Policies?

N/A

w) Does the Vendor meet the NIST 800-63 password guidelines?

N/A

cover/winter conditions. Any geese with goslings will be 'walked' to a designated safe zone in the parks.

3. Hazing will take place at random times during the daylight hours to ensure that geese are not habituated to certain schedules.
4. Geese will be moved from land by border collies and directed to water body.
5. Geese will then be hazed from water body using kayak with border collie on board. On occasion a dog may enter the water directly from land, but the kayak provides for a more effective program and may be used to block or herd the geese in support of the border collie. Geese without goslings are expected to take flight and should move from the 'unsafe' exclusion area.
6. Each area will have a zero tolerance for geese, with the flush/hazing continuing until all uninjured geese without goslings are out of the area. All injured geese should be reported to a wildlife rehabilitator.
7. A designated safe zone for goslings will be established by the City of Norwalk.

B. Additional Contractor Responsibilities

- The Contractor shall provide a copy of daily and monthly data collection forms.
- The Contractor shall be available via twenty-four (24) hour phone number and be able to service a call from the City of Norwalk within an hour and half (1 1/2) hour of request.
- The Contractor shall vary the time of the site visits between the hours of 6:00AM and 10:00PM during daylight hours. Random site visits shall be at least four (4) hours apart and may be stipulated to be specific given times determined by the City of Norwalk based on goose activity.
- The Contractor shall check the entire site and have the dog(s) chase all geese from the site on each visit.
- The Contractor shall provide a summary of data monthly which includes daily service visits, goose counts for each site visit and related activity.
- Only highly trained working border collies will be used for service.
- Border collies will always be in the control of their trained handler.
- Contractor must have multiple trained working border collies. (Norwalk Recreation and Parks must be assured that contractor has back- up dogs in case of injury).

- Each park will be visited four (4) times daily Monday through Saturday and twice on Sundays.
- Contractor will be required to be always on call and must be able to respond within ninety(90) minutes if requested by the City.
- Contactor will be available to educate the community regarding Canada geese control when called upon.
- Contractor must addle all eggs on site in accordance with Federal Fish and Wildlife guidelines.
- Contractor must be a licensed Nuisance Wildlife Control Officer with the Connecticut DEEP. License must be active and in good standing.
- **Permits:** The contractor shall ascertain what permits may be required to perform the work described in the specifications. All required permits shall be obtained and paid for by the contractor. Permits may be obtained at the Building Department.

2.4 Availability of Funds

The contract award under this bid is contingent upon the availability of funds to the City of Norwalk for this project. In the event that funds are not available, any contract resulting from this bid will become void and of no force and effect.

2.5 Payment & Invoices

The proposer will bill the City of Norwalk based on the submission of monthly invoices in a format to be determined by the City. All invoices must reference the project number and the City of Norwalk Purchase Order number.

2.6 Contract Agreement(s) and Contract Period(s)

The selected proposer will be required to agree to and sign a formal written contract between the City of Norwalk and the proposer, prepared by the Law Department of the City of Norwalk. A sample of the contract, is provided in a separate section to illustrate the type of contract the City will use to contract for this project.

It is the intention of the City of Norwalk to enter into an agreement for three (3) years with the option of two (2), one-year extensions for a potential total contract length of five (5) years. Any renewal is contingent upon satisfactory performance by the contractor and the City of Norwalk's desire to continue with these services.

2.7 Right of Set-Off

The undersigned bidder hereby authorizes the City to set off against monies payable hereunder by the City to the bidder, an amount equal to any unpaid real and personal property taxes and assessments (the collection of which is not barred by the State of Limitations), owing by the bidder to the City, including all interest and lien charges in connection with such paid taxes.

2.8 Insurance Coverage Requirements

INSURANCE RIDER – STANDARD SERVICES

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

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

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut, and Employer's Liability limits of One Hundred Thousand Dollars (\$100,000) coverage for each accident, One Hundred Thousand Dollars (\$100,000) coverage for each employee by disease, Five Hundred Thousand (\$500,000) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

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

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage may be required at the completion of the Project for a duration of seven years or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous

"claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or better. Additionally, all carriers are subject to approval by the City of Norwalk.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager) as required herein.

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

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

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

Additional Insured: The liability insurance coverage, (excluding Workers' Compensation & Professional Liability, if included) required for the performance of the Services shall include the City as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Contractor's insurance shall be primary and shall not seek contribution from any other insurance carried by the additional insured in the payment of a claim.

Waiver of Subrogation: The Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: Prior to the commencement of services under this Contract, the Contractor shall furnish Certificate(s) of Insurance to the City. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be provided prior to expiration but no more than fifteen (15) days after policy renewal.

All insurance documents required should be mailed to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager), P.O. Box 5125, Norwalk, Connecticut 06856-5125.

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

Supplier agrees; not to discriminate against its employees because of race, color, religion, sex or national origin. The clause set forth in 41 CFR 6074.14 is a part of this contract by reference to the extent applicable; to comply with all applicable Federal laws, regulations, orders and rules pertaining to a subcontractor under a government contract including the affirmative action requirements of Executive Order 11248.

This order is subject to the following instructions, terms and conditions:

1. Invoice and bill of lading or other notice containing complete shipping information must be mailed at time of shipment.
2. Our order number must be shown on all packages, invoices, and correspondence.
3. Please acknowledge order and advise approximate shipping date immediately upon receipt of this order if an acknowledgment copy is attached.
4. The Buyer is exempt from the Conn. Sales Tax under G.S. Sect. 12-412(A), Federal Excise Taxes, and the provisions of the Federal Robinson-Patman Act.
5. You warrant that the merchandise supplied hereunder will be of good workmanship and material free from defects and in accordance with specifications and if the intended use thereof has been made known to you that is adequate for that intended use.
6. Any term or condition state by Supplier in acknowledging or otherwise accepting this offer shall be considered to be a proposal for addition to the contract and shall not become part of the contract unless specifically accepted in writing by Purchaser.
7. It is agreed that goods delivered shall comply with all Federal, State or local laws relative thereto and that the vendor shall defend and save the buyer harmless against any actions or claims brought against it for losses, costs or damages by reason of actual or alleged infringements of letters patent.
8. In case of default by the vendor, the buyer may, along with any other remedies provide by law procure the articles or services from other sources and charge the vendor any excess costs incurred or damages occasioned thereby.
9. Supplier warrants that all goods and services furnished hereunder will be designed, constructed and performed so as to comply with the Williams-Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations and standards issued thereunder by any applicable governmental authority which as of the date of this agreement will apply to the goods and service furnished hereunder.
10. Free and clear title shall pass to the purchaser on delivery of conforming goods to Buyer's designated location. Notwithstanding and agreement to pay freight, express, or other transportation charges. The risk of loss or damage in transit shall be upon seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Buyer. All freight will be FOB destination, inside delivery, unless other terms are specified in this agreement.
11. The payments shall become due after the receipt of the vendor's invoice and the passage of a reasonable time for inspection of merchandise.

1.1 SAMPLE CONTRACT

The following document is the City's standard Independent Contractor contract. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk's Corporation Counsel. Additionally, the terms of the final contract may vary at the City's option and, this sample agreement has been included to provide you with the general contract terms and conditions typically utilized by the City in the hiring of an independent contractor for consultant services

AGREEMENT WITH INDEPENDENT CONTRACTOR
BY AND BETWEEN
CITY OF NORWALK
AND
«VendorName»
FOR «Project»

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "City"), acting herein by «ContractAuthorizer», its «ContractAuthorizerTitle», and «VendorName», a corporation authorized and licensed to do business in the State of «LicenseState», having a principal place of business at «VendorAddress1», «VendorAddress2», «VendorCity», «VendorState» «VendorZip», acting herein by «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized (the "Contractor").

WITNESSETH:

WHEREAS, the City is in need of «Notes» (the "Project"); and

WHEREAS, the City desires to retain the services of the Contractor based on the Contractor's representations that it is qualified and capable of performing the needed services in a professional and timely manner and in accordance with the goals and requirements of the Project;

WHEREAS, Contractor has agreed to perform the services described herein for the compensation and in compliance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **ENGAGEMENT OF Contractor**

A. Based on the representations of the Contractor set out in its proposal dated «ProposedDate», a copy of which is annexed hereto and incorporated herein as **Exhibit**

2, the City hereby retains the Contractor to perform the services described herein in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The person in charge of administering this Agreement on behalf of the City shall be «DepartmentHead», Department of «Department», or such other person as may be designated in writing.

C. The person responsible for the services to be performed by the Contractor hereunder shall be «VendorAuthorizer», «VendorAuthorizerTitle».

2. SERVICES TO BE PERFORMED

A. The scope and details of the Services to be performed by the Contractor and the specifications to which such Services should conform are described in the City's Bid Invitation dated _____, a copy of which annexed hereto and incorporated herein as **Exhibits 1**. The Contractor shall perform such Services as may be required by the Director in a professional and timely manner in accordance with the terms and requirements of this Agreement, in order to meet the City's needs. Services will be requested on an as needed basis with no minimum or maximum scope.

B. The parties understand that Contractor is retained solely for the purposes of performing the Services described herein. The Contractor's relationship to the City and its agencies shall, during the period(s) of this Agreement, be that of an independent contractor. The Contractor shall not be considered, under the provisions of this Agreement or for any purposes hereunder, as having an "employee" status or as being entitled to participate in any benefits accrued by or given to City employees.

C. In performing the Services and otherwise meeting its duties and obligations hereunder, Contractor shall ensure that its employees and subcontractors observe high standards of professional and business ethics observed by like professionals in the same or similar business, including, but not limited to, following the requirements, rules and regulations of the City, acting with integrity, and creating a workplace atmosphere free of discrimination and harassment.

D. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be valid only when incorporated in written amendments signed by both parties to this Agreement.

3. COMPENSATION

A. The Contractor shall be compensated for its performance of this Agreement, a maximum amount not to exceed the sum of «ContractBudgetInEnglish»(\$«ContractBudget») payable in accordance with the terms

of the Contractor's bid.

B. The compensation provided under this Agreement constitutes full and complete payment for all costs and expenses assumed by the Contractor in performing this Agreement including but not limited to labor, materials, product, tools and machinery, salaries, meetings, and all similar expenses. No costs in excess of this stated amount shall be paid or reimbursed by the City without specific prior written approval of the Director.

C. Payments to the Contractor under this Agreement shall be made by the City on approval of payment requisitions certified by the Contractor and submitted not more often than once a week. Each requisition shall be in a form acceptable to the City and shall set forth the hours of work performed and the tasks completed. The City may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information and/or documentation as it may deem necessary.

D. The acceptance by the Contractor, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which the Contractor, its successors or assigns have or may have against the City under the provisions of this Agreement.

4. TIME PROVISIONS

A. The term of this Agreement shall commence effective _____ and conclude on _____. The Contractor shall perform its Services throughout this period.

B. This Agreement shall remain in effect until the services required hereunder are fully completed to the satisfaction of the City, unless otherwise terminated by the parties hereto.

5. TERMINATION AND SUSPENSION

The City may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is given. In the event of such termination, the Contractor's Services shall be paid for in such amount as shall compensate the Contractor for the Services satisfactorily completed prior to termination. Such amount shall be fixed by the City after consultation with the Contractor, and shall be subject to audit by the City's Comptroller. Termination under this section shall not give rise to any claim against the City for damages or for compensation in addition to that provided hereunder.

6. INSURANCE AND INDEMNIFICATION

The Contractor agrees to obtain at its own cost and expense all insurance required

by the attached Insurance Rider and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the Contractor's responsibilities hereunder. Before commencing performance of its Services hereunder, the Contractor shall furnish the City's Corporation Counsel a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the City by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

The Contractor shall indemnify, defend and save harmless the City, its officers, agents and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, on account of any injury or damage to or destruction of property, or any loss, cost, expense or other aggravement, which is due, related to or in any way connected with the negligent, willful or wanton performance of this Agreement by the Contractor, its employees, representatives, agents, or subcontractors. This provision shall include all losses, costs, and damages which the City may suffer as a result of a defect in any plan, drawing, design, or specification prepared, acquired, or used by the Contractor, or as a result of any negligent supervision of its services by the Contractor. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, and proceedings. The provisions of this section shall survive the expiration or early termination of this Agreement; shall be separate and independent of any term or requirement hereof; and shall not be limited by reason of any insurance coverage.

7. GENERAL PROVISIONS

A. By this Agreement the City intends to secure the professional services of qualified, experienced employees of the Contractor. Failure of the Contractor for any reason to make a sufficient number of such employees available to the City to the extent necessary to perform the services required in a skillful, professional and prompt manner shall be cause for termination of this Agreement.

B. This Agreement, being intended to secure the Services of the Contractor, shall not be assigned, delegated, transferred or subcontracted in any manner or to any extent without the prior consent of the City in writing.

C. When the City shall have reasonable grounds for believing that:

(1) The Contractor will be unable to perform this Agreement fully, professionally, and satisfactorily within the time fixed for performance or in accordance with the terms and requirements set forth herein; or

(2) A meritorious claim exists or will exist against the Contractor or the City arising out of the negligent, willful or wanton acts, errors or omissions of the Contractor, its

agents, servants or employees, or the Contractor's breach of any provision of this Agreement; then the City may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss, expense or damage and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right or claim against the City by reason of the City's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

D. The Contractor shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the City.

E. No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the Contractor covenants that no person having such interest shall be employed in the performance of this Agreement. The Contractor further covenants that he has no prior personal or business relationship with the City's architect, general contractor, or their consultants, subcontractors, agents, or employees.

F. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

G. The Contractor shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Agreement or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

H. During the performance of this Agreement, the Contractor agrees not to discriminate nor to permit any discrimination against any employee or applicant for employment because of race, color, religion, age, sex, gender identity or expression, marital status, national origin, sexual orientation, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability including, but not limited to blindness, unless it is proven that the disability or characteristic prevents proper performance of the work involved.

I. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

J. The City and the Contractor each binds itself and its successors and assigns

to the other party and to its successors and assigns with respect to all covenants of this Agreement. The Contractor shall transfer any interest in this Agreement without the prior written approval of the City.

K. The products of the services performed under this Agreement shall become and remain the property of the City. This shall include all partially completed services in the event that the Agreement is terminated before completion of its term for any reason.

L. If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

M. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the City: «DepartmentHead», «DepartmentHeadTitle»
Department of «Department»
P.O. Box 5125
Norwalk, CT 06856-5125

With a Copy to: Corporation Counsel
City of Norwalk
P.O. Box 5125
Norwalk, Connecticut 06856-5125

To the Contractor: «VendorAuthorizer», «VendorAuthorizerTitle»
«VendorName»
«VendorAddress1»
«VendorAddress2»
«VendorCity», «VendorState» «VendorZip»

Notices shall be deemed to have been duly given, delivered or served either upon personal delivery or three (3) days following the date when they are sent by registered mail with proper postage.

N. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

O. The Contractor represents to the City as follows:

i) That the Contractor is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the

protection of creditors or debtors;

ii) That the Contractor has the financial resources to perform this Contract and that it is not the subject of any litigation or action, pending or threatened, regarding this Contract or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Contract;

iii) That it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Contract and to assume the responsibilities and obligations created hereunder; and

iv) That this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the Contractor hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

Dated at Norwalk, Connecticut, the day and year first above written, and executed in two (2) counterparts.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures:

CITY OF NORWALK

By: _____
«ContractAuthorizer»
Its «ContractAuthorizerTitle»
Duly Authorized

Date signed: _____

Witnesses' signatures:

«VendorName»

By: _____
«VendorAuthorizer»
Its «VendorAuthorizerTitle»
Duly Authorized

Date signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date: _____

INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

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

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Architect; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

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

Environmental Liability: If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability –CPL-) insurance in the amount of One Million Dollars (\$1,000,000) per claim limit and One Million Dollars (\$1,000,000) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability policies, the policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

Errors and Omissions/Professional Liability: With respect to any damage caused by a negligent act, error, or omission of the Architect, the Architect shall carry minimum One

Million Dollars (\$1,000,000) coverage per claim and in the aggregate. With respect to any damage caused by a negligent act, error, or omission of the Architect's subconsultants, the subconsultants shall carry minimum Two Million Dollars (\$2,000,000) coverage per claim and in the aggregate.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

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

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

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

applicable coverage or reduction in the amount of coverage available to the City related to the Contractor's services.

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

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

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

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

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

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

SECTION 3 - GENERAL INFORMATION

NOTE: SECTION 3 - GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 08/08/2013, or later on file you may obtain a copy over the Internet at <http://www.norwalkct.org>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

Document number 1002. <http://www.norwalkct.org/documentcenter/view/868>

SECTION 4
NOT APPLICABLE

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SECTION 5

LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 02082022

NOTE: SECTION 5 contains information concerning City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 02/08/2022 or later on file you may download a copy of this Ordinance from the Terms and Conditions section of the City of Norwalk's website at <http://www.norwalkct.org>

Document number 1019: <http://www.norwalkct.org/DocumentCenter/Home/View/862>



CITY OF NORWALK
Norwalk Harbor
Management Commission
125 East Avenue
Norwalk, CT 06856

April 4, 2022

To: Norwalk Common Council Recreation, Parks, and Cultural Affairs Committee
From: Norwalk Harbor Management Commission (NHMC)
Re: Proposed changes to harbor mooring fees to be effective January 1, 2023

During its meeting on March 23, 2022, the NHMC amended and approved a motion to transmit the following proposed changes to the Norwalk Harbor mooring permit fee structure to the Common Council for adoption. Adopted changes would become effective January 1, 2023.

These changes are proposed in accordance with the Connecticut General Statutes Sec. 22a-113s¹; the NHMC's "Rules and Regulations for Mooring and Anchoring Vessels in Norwalk Harbor" Paragraph 9(d)²; and the Norwalk Harbor Management Plan.

As proposed, annual mooring permit fees would be changed from three dollars (\$3.00) per linear foot to five dollars (\$5.00) per linear foot for recreational vessels based on registered length, up to the maximum amount of \$200.00 per mooring as per Connecticut State Statues. The mooring fees were last amended on January 12, 2010.

A flat rate of \$200.00 per vessel for commercial vessels regardless of length. As per Connecticut General Statutes Sec. 22a-113s (see below) the maximum annual fee for a mooring permit is \$200.00. The proposed changes will have a positive effect on annual mooring permit revenues. A revenue increase of 67% will be realized with the proposed per foot fee change. Pursuant to the General Statutes, all collected fees shall be used only for maintenance and improvement of the harbor for the public and for the necessary harbor management expenses of the NHMC and Harbor Master and Deputy Harbor Master.

Proposed Mooring Fee Structure to be effective January 1, 2023:

Type	Current rate	Proposed rate
Online Mooring - private	\$3.00 per foot	\$5.00 per foot registered length
Managed Mooring Fields	\$3.00 per foot	\$5.00 per foot registered length
*Commercial Moorings	\$3.00 per foot	\$200.00 per vessel

****Commercial Moorings include but are not limited to any mooring that is associated with a commercial entity such as a commercial marina and any other commercial operation that requires a mooring permit, exclusive of Private Clubs and Non-Profit Organizations.***

Respectfully Submitted,

Norwalk Harbor Management Commission
 John Romano, Chair
 Dennis Santella, Vice Chair
 John Crespo, Secretary

1. **Connecticut General Statutes Sec. 22a-113s. Permit fee.** The [harbor management] commission may propose a fee schedule for a permit for a mooring or anchorage or any other activity within the scope of the plan to be adopted by vote of the legislative body of each town establishing the commission. The maximum annual fee for a mooring or anchorage shall be two hundred dollars. The harbor master or deputy harbor master for the municipality shall collect such fee. Any fee collected pursuant to this section shall be deposited into a fund maintained by the municipality in which such fee was collected and shall be used for the maintenance and improvement of the harbor for the public and for expenses for personnel and equipment directly related to the function of the commission and the harbor master or deputy harbor master.

2. **Norwalk Harbor Management Commission “Rules and Regulations for Mooring and Anchoring Vessels” Paragraph 9(d):** When proposing a mooring permit fee schedule for adoption by the Norwalk Common Council, the NHMC may differentiate fees for recreational and commercial vessels; consider reduced fees for duly established non-profit organizations⁹; and consider special fees for placement of mooring tackle used to secure floating docks to which vessels may be attached.

⁹ *For the purpose of these Rules and Regulations, “non-profit organization” means an incorporated organization which exists for educational or charitable purposes, does not operate for profit, and is granted tax-exempt status by the Internal Revenue Service.*

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**JANUARY 12, 2010
REGULAR MEETING MINUTES**

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

CALL TO ORDER

Mayor Moccia called the meeting to order at 8:05 p.m. and led those present in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. Wink called the roll. The following Council Members were present:

Council at Large:

Mr. Fred Bondi	Mr. Douglas Hempstead	Mr. Richard McQuaid
Ms. Joanne Romano	Mr. John Tobin	
District A:	Mr. Richard Bonenfant	Mr. David Jaegar
District B:	Mr. Carvin Hilliard	Mr. Travis Simms
District C:	Mr. Nicholas Kydes	Ms. Laurel Lindstrom
District D:	Mr. Clyde Mount	
District E:	Mr. Andrew Conroy	Ms. Nora King

Mayor Moccia announced that fourteen members were present and the only member absent was Ms. Kelly Staniti.

II. PUBLIC PARTICIPATION

Mayor Moccia reviewed the procedure and rules for those who had signed up to speak, and asked those individuals to state their name, address or affiliation and to comment only as relevant to the agenda items, limited to a maximum of three minutes.

The following comments are not verbatim and represent a summary of statements made.

Mr. Keal Evans, stated his address as 539 West Avenue, Norwalk, and expressed his concern with the language for \$5 million state bond for the Waypointe development project. He stated that the Council should use caution as this project has gone on way to long without completion as compared to the Avalon project. He added that the language should be looked at very closely to be careful how the funding guidelines are set and how much is going to a developer that may not be as reputable as others. Mayor Moccia stated that this was not the forum to make any comments of personal attack, and Mr. Evans stated that he wanted to be sure research was done into the reputation of the developer to avoid having a road to nowhere.

Mr. Eric Chandler stated his address as 101 Ledgebrook Drive and stated he wanted to express his support of the appointments to the Historical Commission. He stated that Mr. Peter Bondi takes his role very seriously and is always in attendance at meetings, and makes a personal involvement with the Mill Hill, Norwalk Museum and Lockwood Matthews Park. Mr. Chandler added that Mr. Westmoreland also has proved his worth in many ways with the Historical Commission and has served as a valuable bridge with the efforts of the Commission. He stated he is proud to voice his support for both gentlemen and the City is fortunate to have the involvement of such dedicated individuals on the Commission.

Mr. Roberto Innanone, 24 Merwin Street, stated he also is very much against the \$5 million bond for the Waypointe development project. He stated that the project includes a road that extends onto his property which was dedicated to him from his family, and he is now at risk of losing an area that he had planned as retirement property. He added that Council should spend the money better on schools and to be careful not to create another 5-7 commotion where people lost money and jobs. Mayor Moccia stated that as a point of clarification this was not money that could be used for the operating budget or for education but was a grant-in-aid to the City and limited to assist with development of public improvements.

There were no other participants, and Mayor Moccia thanked those individuals who spoke and stated he appreciated their coming out to share their comments.

III. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

Resignations: There were no resignations to report.

Appointments: Artie Kassimis – *Library Board of Trustees*
Laurie A. Fan – *Zoning Board of Appeals*

Mr. Kydes stated that he has known Mr. Kassimis for many years as a minister and is a very hard worker with consistent record of positive involvement with the City. He added that he is very proud to make this statement in support of this appointment.

**** MR. KYDES MOTIONED FOR THE APPROVAL OF APPOINTMENT OF
ARTIE KASSIMIS TO THE LIBRARY BOARD OF TRUSTEES
** THE MOTION PASSED UNANIMOUSLY.**

Mr. McQuaid stated that he has known Ms. Fan as one of the most non-political and hard-working individuals that he knows and that she keeps St. Matthews Church together and running smoothly. He added that she is very deserving of this appointment.

Ms. Lindstrom stated that she wanted to acknowledge the outgoing Zoning Board member, Mr. Gordon Tully and thanked him for his consistent record of hard work and leadership with the Board.

- ** MR. MCQUAID MOTIONED FOR THE APPROVAL OF APPOINTMENT OF LAURIE FAN TO THE ZONING BOARD OF APPEALS.**
**** THE MOTION PASSED UNANIMOUSLY.**

Reappointments: Elizabeth Ackerman – *Conservation Commission*
Anthony Mobilia – *Harbor Management Commission*
John T. Pinto – *Harbor Management Commission*
Peter Bondi – *Historical Commission*
David G. Westmoreland – *Historical Commission*
Mary C. Pugh – *Library Board of Trustees*
Stanley M. Siegel – *Library Board of Trustees*
Michael A. Moccia – *Director of Recreation & Parks*

Ms. Lindstrom stated that she strongly supported the nomination of Ms. Ackerman to the Conservation Commission, that she is highly regarded a valuable asset to the Commission and the right person for the position.

- ** MS. LINDSTROM MOTIONED FOR THE APPROVAL OF RE-APPOINTMENT OF ELIZABETH ACKERMAN TO THE CONSERVATION COMMISSION.**
**** THE MOTION PASSED UNANIMOUSLY.**

Mr. Bondi stated that Mr. Mobilia has done a terrific job on the Harbor Management Commission and highly recommends his reappointment.

- ** MR. BONDI MOTIONED FOR THE APPROVAL OF RE-APPOINTMENT OF ANTHONY MOBILIA TO THE HARBOR MANAGEMENT COMMISSION**
**** THE MOTION PASSED UNANIMOUSLY.**

Mr. McQuaid added that he has known Mr. Pinto for twenty years and is very passionate about the Harbor and the City owes much of the work done with the Norwalk harbors to his credit. Mr. Hempstead stated that he echoed the comments made in behalf of both Mr. Mobilia and Dr. Pinto and added the level of dedication and knowledge is unsurpassed by any other member of the Commission. Ms. Lindstrom stated support for Mr. Pinto.

- ** MR. MCQUAID MOTIONED FOR APPROVAL OF RE-APPOINTMENT OF DR. JOHN PINTO TO THE HARBOR MANAGEMENT COMMISSION.**

**** THE MOTION PASSED UNANIMOUSLY.**

Mr. Mount stated that he wanted to support the re-appointment of Peter Bondi to the Historical Commission, and that he is a very hard worker and has tremendous knowledge about the City, and that he lives and breathes the historical attributes of the Commission. Mr. Hilliard added that he is honest and a true example of a dedicated asset to the Commission.

**** MR. MCQUAID MOTIONED FOR THE APPROVAL OF RE-APPOINTMENT OF PETER BONDI TO THE HISTORICAL COMMISSION.**

**** THE MOTION PASSED WITH 13 VOTES IN FAVOR, NONE OPPOSED AND ONE ABSTENTION (MR. BONDI).**

Mr. Bondi stated that Mr. Westmoreland has done a terrific job on the Historical Commission and highly recommends his reappointment. Mr. Hilliard added that he is passionate and explains issues with a high degree of involvement honest and a true example of a dedicated asset to the Commission. Mr. Hempstead stated that he echoed the comments made in behalf of both Mr. Bondi and Mr. Westmoreland and that they are both very active volunteers for the Historical Commission which the City is very lucky to have. Mayor Moccia added that both gentlemen have been very active with Mill Hill, Lockwood Matthews Museum and their involvement has been phenomenal. Ms. Lindstrom stated support for Mr. Westmoreland.

**** MR. BONDI MOTIONED FOR THE APPROVAL OF RE-APPOINTMENT OF DAVID WESTMORELAND TO THE HISTORICAL COMMISSION.**

**** THE MOTION PASSED UNANIMOUSLY.**

Mr. Jaeger stated that Ms. Pugh is very experienced and her background makes her an ideal candidate for reappointment to the Library Board of Trustees. Ms. Romano stated that she echoed the positive comments in behalf of Ms. Pugh. Ms. Lindstrom stated support for Ms. Pugh.

**** MR. JAEGER MOTIONED FOR THE APPROVAL OF RE-APPOINTMENT OF MARY PUGH TO THE LIBRARY BOARD OF TRUSTEES**

**** THE MOTION PASSED UNANIMOUSLY.**

Mr. Conroy stated that Mr. Siegel is an excellent trustee who not only is very involved with the library programs, but also does a great job with the fundraising element of library programs. Mr. Hempstead added that Mr. Siegel is tenacious with his efforts to preserve and promote the libraries of our City and has made the Norwalk Library one of the best libraries in Fairfield County. Mr. McQuaid added that Mr. Siegel is known as "Mr. Norwalk Library" is passionate beyond belief with his involvement with the Norwalk Libraries.

Ms. Lindstrom added that Mr. Siegel has been very involved with the East Norwalk Library which is an important element to those residents of the City.

Mayor Moccia added that he commends Mr. Siegel for his dedication and he is the "heart and soul" of the Norwalk Library Board of Trustees.

- ** MR. CONROY MOTIONED FOR THE APPROVAL OF RE-APPOINTMENT
OF STANLEY M. SIEGEL TO THE LIBRARY BOARD OF TRUSTEES
** THE MOTION PASSED UNANIMOUSLY.**

Mr. McQuaid stated he is honored to recommend the re-appointment of Mr. Michael Mocciae as Director of Recreation, Parks and Cultural Affairs. He added that he is the hardest working Department Head that the City has, and he does not even live in Norwalk. He stated that he has tremendous dedication and is a visionary and has done Fodor Farm, along with creating a standard of maintaining the City parks at a commendably high level.

Mr. Bonenfant added that he seconds Mr. McQuaid's comments and that Mr. Mocciae is very a most valuable resource in Norwalk, he is innovative, and he holds him high regard. Mr. Kydes stated that Mr. Mocciae is a true visionary whose guidance and direction has led to the outstanding parks and cultural affairs that the City has to offer. Mr. Conroy added that Mr. Mocciae has done a superb job with all the many events that are coordinated through his department, and the City is lucky to have him at the helm of the Parks and Recreation.

Mr. Hempstead added that he is a very dedicated, hard-working individual who cares very much about the City and the people under his realm, and is credited with not being afraid to try something new to benefit the City parks. Mayor Moccia stated that there is no better beach than Calf Pasture in Fairfield County, and it is attributed to the diligence and tireless efforts of Mr. Mocciae.

- ** MR. MCQUAID MOTIONED FOR THE APPROVAL OF RE-APPOINTMENT
OF MICHAEL MOCCIAE AS DIRECTOR OF RECREATION AND PARKS.
** THE MOTION PASSED UNANIMOUSLY.**

B. REMARKS

Mayor Moccia stated a message of Happy New Year to the members and guests in attendance and welcomed the Council to the first meeting of the calendar year of 2010. He stated that the 2010 Mayor's Ball is scheduled for Friday, January 22, and is well along the planning stages of being a successful event with over 400 reservations and more expected. He added that this year's proceeds are dedicated to the Achieve organization in memory of Elonzo Virgil, founder of Achieve, who passed away suddenly in 2009.

Mayor Moccia stated that for those who had not yet heard of the recent devastation in Haiti, that there had been an earthquake at the level of a 7.2, and the hospital had collapsed leaving thousands of people in danger. He added that there is a large Haitian community in Norwalk, and he would be meeting with the members of Department of Public Safety and Community Action to help develop a plan to help those residents who may have family in Haiti.

Mayor Moccia extended a tribute to the Fire Chief, and Emergency Management Director and the entire Norwalk Fire Department for their quick response in for their rescue efforts for the Wulffleff family whose house suffered a gas explosion on Ohio Avenue. He said it was miraculous that the family made it out without life-threatening injury, and Mr. Wulffleff had been hospitalized with severe burns on his hands and arms. He thanked the emergency crews and added they provided tremendous support to family following this tragedy with financial assistance, and should be recognized for their outstanding efforts.

Mayor Moccia announced that he had attended a charity event in honor of Bobby Valentine where Council member Travis Simms was honored for his accomplishments as a boxing champion, and added that he was the only former athlete who is now an elected City official.

IV. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS

1. Announcement of Maritime Authority Members:

Fred Bondi, Andy Conroy, Douglas Hempstead, Richard McQuaid

Ms. Lindstrom stated she was very disappointed with this selection of solely republican members, and that it was yet another example of an imbalance of partisanship, which she has stated before is not what should happen with committees and appointments. She stated that there was a Democratic council member that has requested to serve on this Authority, and she would like to add the name of Travis Simms to the list. Mayor Moccia stated that he would accept this request, but to keep within the rules, a roll call vote would be taken for all of the above members.

A roll call vote was taken for each of the members listed, and the results are as follows:

- F. Bondi: Confirmed with a vote of eleven in favor, two opposed (Lindstrom, King), and one absention (Bondi)
- A. Conroy: Confirmed with a vote of twelve in favor and one opposed (Lindstrom), and one absention (Conroy)
- D.Hempstead: Confirmed with a vote of eleven in favor, two opposed (Lindstrom, King), and one absention (Hempstead)
- R. McQuaid: Confirmed with a vote of nine in favor and four opposed (Hilliard, Simms, Lindstrom, King), one absention (McQuaid)

Mayor Moccia announced that with the confirmation of the above members, there was no need for a vote for Mr. Simms. He stated it would be on the record that Ms. Lindstrom added Mr. Simms to the list, but that the four appointments to the Maritime Authority by the Council President had been approved by roll call vote.

2. Announcement of Common Council Members for Education Ad Hoc Committee:
Carvin Hilliard, Andy Conroy, Douglas Hempstead, Nora King, Nicholas Kydes

Mr. Hempstead stated that the creation of this committee was an important step in providing open forum discussions to help maintain viable education objectives and direction for the City of Norwalk amidst the financial pressures that the Board of Education is faced with.

B. CONSENT CALENDAR:

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

Note: Items as approved on Consent Calendar listed in bold type

VII. COMMON COUNCIL COMMITTEES

A. FINANCE COMMITTEE

Reports as submitted for informational purposes:

1. **Receive comprehensive annual financial report for the year ended June 30, 2009.**
2. **Receive federal and state financial and compliance report for the year ended June 30, 2009.**

B. HEALTH, WELFARE & PUBLIC SAFETY COMMITTEE

1. **Authorize the Purchasing Agent to execute a purchase order with KME Fire Apparatus, One Industrial Complex, Nesquehoning, PA 18240, to build a tractor-drawn aerial ladder fire truck for the Norwalk Fire Department for a price not to exceed \$854,737.00. Account No. 91031105777.**

C. LAND USE & BUILDING MANAGEMENT COMMITTEE

2. **Authorize the Office of Building Management to issue Change Orders to Environmental Consulting and Contracting, LLC's contract for the Old Police Station - Interior Hazardous Material Remediation Project by increasing the Contingency Allowance for an additional \$25,000. Acct. No. 09107100 5777 C0368.**

D. PLANNING COMMITTEE

Per Consent the following item is being sent back to Committee for further discussion:

1. **Authorize the Mayor to request that DECD submit the following language to the State Bond Commission to amend the funding request for the \$5,000,000 Urban Act grant approved December 12, 2008 for the City of Norwalk Waypointe mixed-use development project in the West Avenue Corridor redevelopment area:**

These funds are requested to provide a grant-in-aid to the City of Norwalk to assist with the development of public improvements associated with the Waypointe mixed-use development project in the West Avenue Corridor redevelopment area.

Per Consent the following item is being sent back to Committee for further discussion.

2. Authorize Emil Albanese, Chairman of the Norwalk Redevelopment Agency to execute all documents necessary to implement the Urban Act Grant Assistance Agreement and the Project Financing Plan and Budget for the DECD Urban Act \$5,000,000 grant for public improvements associated with the Waypointe mixed-use development project.

Mr. Hempstead stated that there will be a public information session for the above items that have been sent back to Committee scheduled for next week, Thursday, January 2 at 6:30 p.m. prior to the Planning Committee Meeting.

Mayor Moccia stated for the purpose of advising the public participants who commented about these items, that they have been sent back to Committee and will not be discussed at tonight's Common Council meeting.

E. RECREATION, PARKS & CULTURAL AFFAIRS COMMITTEE

- 1a. Authorize the Mayor, Richard A. Moccia to enter into an agreement with Team Mossman Events Clayton Tebbetts for their Annual Kids Triathlon to be held at Calf Pasture Beach Saturday, July 17, 2010 from 7:00 A.M. – 10:00 A.M. Set-up to take place on Friday, July 16, 2010 at 12:00 Noon. Estimated attendance 200.
- 1b. Authorize the Mayor, Richard A. Moccia to enter into an agreement with Team Mossman Events Clayton Tebbetts for their Annual Adult Triathlon to be held at Calf Pasture Beach Sunday, July 18, 2010 from 5:00 AM – 11:00 AM. Estimated attendance 550+ spectators.
2. Authorize the Mayor, Richard A. Moccia to enter into an agreement with the Sound Cyclists Bicycle Club for their Annual Bloomin Metric to be held at Shady Beach and Taylor Farm Sunday, May 23, 2010 from 6:00 AM – 3:00 PM. Set-up to take place on Saturday, May 22, 2010 and Break down by Monday, May 24, 2010 at Noon. Estimated attendance 2,500.
2. Authorize the Mayor, Richard A. Moccia to enter into an agreement with Achieve LLC for the use of the ground at Brookside, Jefferson and Wolfpit for their before and after school program to run September 21, 2009 – June 30, 2010 from 3:00 PM – 6:00 PM, Monday – Friday. Number of participants 30+.

3. Authorize the Mayor, Richard A. Moccia to execute an agreement to the License agreement with the Norwalk Seaport Association, Inc. for their use of Hope Dock, extending the agreement from February 1, 2010 through March 31, 2020. All terms to remain unchanged.

Mr. Hempstead noted a date change on the above item and requested it be corrected on the other department documents from January 31 to March 31, 2010:

5. Authorize the Mayor, Richard A. Moccia to enter into an agreement with the Card Shop for the Purchase of Project #2886 Round Concrete Tables and Concrete Benches for Calf Pasture Beach Pedestrian Lighting Project for a sum not to exceed \$29,228.49. Account #09106030-5777-C0365.
6. Authorize the Mayor, Richard A. Moccia to enter into an agreement with the SBW Events Group for the use of Taylor Farm for "Live Green Connecticut!", to be held Saturday, September 18, 2010 and Sunday, September 19, 2010 from 8a.m. – 6 p.m. both days. Set-up to take place Friday, September 17, 2010 at noon with breakdown Monday, September 20, 2010 by noon. All donations made by the Live Green CT proposed must go to Norwalk organizations.
Per Consent the item is being sent back to Committee for further discussion.

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

VII. COMMON COUNCIL COMMITTEES

B. HEALTH, WELFARE & PUBLIC SAFETY COMMITTEE

2. Approve the License Agreement for Use of Property by Norwalk Police Department, City of Norwalk.

Mr. Bonenvant presented the item and stated that due to a clerical error, it had never gone to Committee. Mr. Maslan commented that various divisions of the Norwalk Police Department use private property for training exercises, and often property owners are asked to be held harmless should injury on the property occur. He added that the standard license agreement form then was brought to the committee for approval, Officer Cunningham presented detail and support documentation for the item, and there were no comments or questions.

**** MR. BONENVANT MOTIONED TO APPROVE THE LICENSE AGREEMENT FOR USE OF PROPERTY BY NORWALK POLICE DEPARTMENT, CITY OF NORWALK.**

**** THE MOTION PASSED UNANIMOUSLY.**

C. LAND USE & BUILDING MANAGEMENT COMMITTEE

1. Authorize the Mayor, Richard A. Moccia, to execute an Agreement with Peterson Engineering Group, LLC to provide mechanical engineering design services for the Roosevelt Center Heating System Improvement Project for a total not to exceed \$25,575.00 plus \$3,000 for reimbursable expenses and additional services. Funds are available from DOE Energy Efficiency and Conservation Block Grant (EECBG) and City Capital Budget #09107100 5777 C0147.

Mr. Hempstead recused himself from the discussion and vote due to a potential conflict of interest, and left the meeting at 9:10 p.m.

Mayor Moccia clarified that this is a Federal Energy Stimulus Fund improvement of the heating system that is over 24 years old, and based on Mr. Lo's recommendation is extremely energy inefficient and has reached the end of its life cycle.

**** MR. BONDI MOTIONED TO APPROVE THE ITEM. TO AUTHORIZE THE MAYOR, RICHARD A. MOCCIA, TO EXECUTE AN AGREEMENT WITH PETERSON ENGINEERING GROUP, LLC TO PROVIDE MECHANICAL ENGINEERING DESIGN SERVICES FOR THE ROOSEVELT CENTER HEATING SYSTEM IMPROVEMENT PROJECT FOR A TOTAL NOT TO EXCEED \$25,575.00 PLUS \$3,000 FOR REIMBURSABLE EXPENSES AND ADDITIONAL SERVICES. FUNDS ARE AVAILABLE FROM DOE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) AND CITY CAPITAL BUDGET #09107100 5777 C0147.**

**** THE MOTION PASSED UNANIMOUSLY**

Mr. Hempstead rejoined the meeting following the conclusion of the vote.

E. RECREATION, PARKS & CULTURAL AFFAIRS COMMITTEE

7. Approve the new Fees & Charges Harbor Management for 2010.
 - A. Establish an annual permit fee of \$3.00 per linear foot of the permitted vessel;
 - B. Raise the one-time application fee for new applications from \$40.00 to \$75.00
 - C. Raise the reinstatement fee for failure to renew permits from \$110.00 to \$165.00.
- Note: Under the existing fee schedule, the annual fees are \$30.00 for boats 20ft or less; \$45.00 for boats greater than 20 ft. and less than 30 ft.; and \$60.00 for boats 30 ft. or longer.

Mr. McQuaid stated that last month the item was discussed sent back to the Commission at the Council's request to re-present the item to the Department of Parks, Recreation and Cultural Affairs. Mr. D'Andrea of the Harbor Management Commission stated that he had presented the item and there were no public comments or objections and two members of the surrounding Harbor Associations spoke in approval of the new fee charges.

Ms. King stated that she had received comments from residents that they had no knowledge of the public hearing, and asked if a committee had been formed as requested of Mr. Griffin. Mr. D'Andrea stated he had no knowledge of a newly requested sub-committee, and Ms. King restated that Mr. Griffin was supposed to form a committee with members of Sprite Island, Norwalk Yacht Club, and Rowayton Yacht Club to review the new fees. She added that she wanted to prevent a small number of mooring permit holders from having the burden to pay a larger than proportionate share of increased charges.

Mr. D'Andrea replied that there were members of those associations present at the meeting and they voiced comments of approval of the fees, and asked Mr. McQuaid to confirm that and he said he was in agreement. Mr. D'Andrea stated that if the Council wants an increase spread to all vessels in the harbor, it would be an enormous task that would require more manpower than the Commission's \$13,000 budget has available. Ms. King commented that she did not necessarily want to charge all vessels in the harbor, but wanted to be sure this small population of mooring permit holders were not being overcharged more than their share of the burden, then be possibly faced with another increase in charges next year.

Mr. D'Andrea responded that he did not have a crystal ball of budget restraints for next year, but that he had been empowered by the Commission and the City to reduce operating expenditures. He reiterated that the item had been vetted through committee, public hearings, with all procedures followed as listed in City guidelines and ordinances, and he added that the Harbor Management Commission had approved to increase the rates for the first time since 2005. He commented that the Rowayton Yacht club charges \$200, and if Ms. King would like him to raise the Norwalk Harbor fees to be in line with Rowayton, he was happy to do so; but a 10% increase was much more desirable in behalf of the mooring owners.

Mr. Conroy asked how the Commission plans to spend the revenue from increased charges in fees. Mr. D'Andrea responded that the budget in totality is used for Harbor Master expenses, consultant legal fees associated with application permits, dredging regulations, and testing of 26 Health Department water quality sites.

Mayor Moccia stated that the revenue generated from this item is relatively low in total dollars, and it has been vetted through committee, public hearings, with all procedures followed as listed in City guidelines. He added that the area harbor associations are in agreement with the fee increases, which are much lower than other harbor fees in surrounding towns.

Mayor Moccia thanked Mr. D'Andrea for the thorough job he has done with the added meetings and discussions that he had been requested in order to recover the rising costs of managing the Norwalk Harbor, especially with the limited budget that is available. Mayor Moccia requested that with no further discussion, a motion be made to approve the new Harbor Management fees and charges for 2010.

- ** MR. MCQUAID MOTIONED TO APPROVE THE NEW FEES & CHARGES HARBOR MANAGEMENT FOR 2010:**
- 1. ESTABLISH AN ANNUAL PERMIT FEE OF \$3.00 PER LINEAR FOOT OF THE PERMITTED VESSEL;**
 - 2. RAISE THE ONE-TIME APPLICATION FEE FOR NEW APPLICATIONS FROM \$40.00 TO \$75.00.**
 - 3. RAISE THE REINSTATEMENT FEE FOR FAILURE TO RENEW PERMITS FROM \$110.00 TO \$165.00.**
- ** THE MOTION PASSED WITH 12 VOTES IN FAVOR, TWO OPPOSED (MR. CONROY, MS. KING) AND NO ABSTENTIONS.**

VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS

There were no reports for discussion.

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions from Common Council.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no motions postponed.

X. SUSPENSION OF THE RULES

There were no suspensions of the rules.

XI. ADJOURNMENT

- ** MR. KYDES MOVED TO ADJOURN.**
**** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 9:45 p.m.

Respectfully submitted,

Marilyn Knox
Telesco Secretarial Services



CITY OF NORWALK
Norwalk Harbor
Management Commission
125 East Avenue
Norwalk, CT 06856

April 4, 2022

To: Norwalk Common Council Recreation, Parks, and Cultural Affairs Committee
From: Norwalk Harbor Management Commission (NHMC)
Re: Proposed changes to harbor mooring fees to be effective January 1, 2023

During its meeting on March 23, 2022, the NHMC amended and approved a motion to transmit the following proposed changes to the Norwalk Harbor mooring permit fee structure to the Common Council for adoption. Adopted changes would become effective January 1, 2023.

These changes are proposed in accordance with the Connecticut General Statutes Sec. 22a-113s¹; the NHMC's "Rules and Regulations for Mooring and Anchoring Vessels in Norwalk Harbor" Paragraph 9(d)²; and the Norwalk Harbor Management Plan.

As proposed, annual mooring permit fees would be changed from three dollars (\$3.00) per linear foot to five dollars (\$5.00) per linear foot for recreational vessels based on registered length, up to the maximum amount of \$200.00 per mooring as per Connecticut State Statues. The mooring fees were last amended on January 12, 2010.

A flat rate of \$200.00 per vessel for commercial vessels regardless of length. As per Connecticut General Statutes Sec. 22a-113s (see below) the maximum annual fee for a mooring permit is \$200.00. The proposed changes will have a positive effect on annual mooring permit revenues. A revenue increase of 67% will be realized with the proposed per foot fee change. Pursuant to the General Statutes, all collected fees shall be used only for maintenance and improvement of the harbor for the public and for the necessary harbor management expenses of the NHMC and Harbor Master and Deputy Harbor Master.

Proposed Mooring Fee Structure to be effective January 1, 2023:

Type	Current rate	Proposed rate
Online Mooring - private	\$3.00 per foot	\$5.00 per foot registered length
Managed Mooring Fields	\$3.00 per foot	\$5.00 per foot registered length
*Commercial Moorings	\$3.00 per foot	\$200.00 per vessel

****Commercial Moorings include but are not limited to any mooring that is associated with a commercial entity such as a commercial marina and any other commercial operation that requires a mooring permit, exclusive of Private Clubs and Non-Profit Organizations.***

Respectfully Submitted,

Norwalk Harbor Management Commission
 John Romano, Chair
 Dennis Santella, Vice Chair
 John Crespo, Secretary

1. **Connecticut General Statutes Sec. 22a-113s. Permit fee.** The [harbor management] commission may propose a fee schedule for a permit for a mooring or anchorage or any other activity within the scope of the plan to be adopted by vote of the legislative body of each town establishing the commission. The maximum annual fee for a mooring or anchorage shall be two hundred dollars. The harbor master or deputy harbor master for the municipality shall collect such fee. Any fee collected pursuant to this section shall be deposited into a fund maintained by the municipality in which such fee was collected and shall be used for the maintenance and improvement of the harbor for the public and for expenses for personnel and equipment directly related to the function of the commission and the harbor master or deputy harbor master.

2. **Norwalk Harbor Management Commission “Rules and Regulations for Mooring and Anchoring Vessels” Paragraph 9(d):** When proposing a mooring permit fee schedule for adoption by the Norwalk Common Council, the NHMC may differentiate fees for recreational and commercial vessels; consider reduced fees for duly established non-profit organizations⁹; and consider special fees for placement of mooring tackle used to secure floating docks to which vessels may be attached.

⁹ *For the purpose of these Rules and Regulations, “non-profit organization” means an incorporated organization which exists for educational or charitable purposes, does not operate for profit, and is granted tax-exempt status by the Internal Revenue Service.*

VII B

Latinx Integrated Care (LINC) Program

Presentation to
The City of Norwalk
Community Services Committee

June 15, 2022



Mid-Fairfield
Community Care Center
Clifford Beers Community Health Partners

From prenatal/birth through early adulthood, our programs and services promote optimal mental health and help to ensure a successful transition into healthy adulthood.

Evidence-Based Practices

- › **Bounce Back** (Ages 5 – 11)
- › **Child First (Prenatal – age 6)**
- › **Cognitive Behavioral Intervention for Trauma In Schools** (Ages 11 – 18)
- › **Dialectical Behavior Therapy** (Ages 13 – 18)
- › **Early Childhood Consultation Partnership®** (Ages birth – 5)
- › **MATCH** (Ages 6 – 15)
- › **Trauma-Focused Cognitive Behavioral Therapy** (Ages 5 – 21)

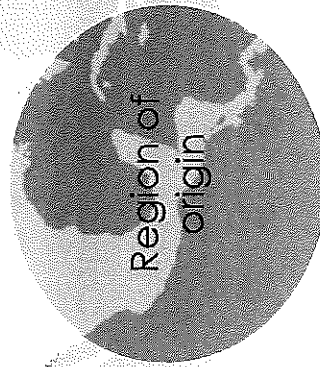
Our Programs & Services

Prenatal	Infants/Toddlers (Ages 0-3)	Children (Ages 4-11)	Teens (Ages 12 – 18)	Adults (Ages 19 – 21)
Child First (Prenatal – Age 6)				
System of Care (Birth – Age 18)				
Early Childhood Consultation Partnership (Birth – Age 5)				
Outpatient Children's Clinic (Ages 5 – Age 21)				
Ext. Day Treatment (Ages 5 – 12)				
Intensive Outpatient Program (Ages 12 – 16)				
LINC and School-Based Clinical Services (Ages 5 – 18)				
Victims Assistance Program (Birth – Age 18)				
Enrichment Programs (Ages 5 – 18)				

Multilingual Learners
are a rapidly growing

population with

intensive needs



Growth of NPS MILL
Population 2004-2022

- ✓ High level of risk for trauma/ACES for this population. ACES have profound detrimental effects, including increased risk for poorer physical health and behavioral issues during childhood and adolescence, and depression, substance use, chronic illness, and shorter lifespan in adulthood
- ✓ Have separated from nuclear and extended family and live with relatives they do not know or remember
- ✓ Often work to support themselves leaving limited time for academics
- ✓ Have linguistic barriers
- ✓ Experience acculturative stress
- ✓ Are over-aged for their grade
- ✓ Secondary Slife Students*
*Students with limited and/or interrupted formal education

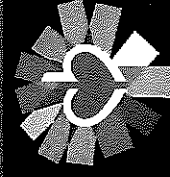
2022
2,261

2019
2,046

2015
1,585

2010
1,360

2004
1,279



Mid-Fairfield
Community Care Center
Clifford Beers Community Health Partners

Multilingual Learners: A Unique Population

Acculturation: Stress adopting to a new culture, new language and cultural discrimination; fear of asking for help due to stigma, economic situations, and immigration status.

Separation: Separation puts children and adolescents at risk for depression, attachment, relational, and other mental health disorders; separation disrupts family dynamics and traditions.

Education: Many MLLs remain stuck in academically segregated programs well they fall behind in basic subjects. Only 63% of MLLs graduated from high school compared with the overall national rate of 82% (NPR). In Norwalk, 71% of MLLs graduated compared with the overall rate of 88% (20-21SY data). In SY 2019-20, 21% of MLLs were identified as Students with Disabilities (SWD) compared to 16% of students who were non-MLLs. Over the last 5-years the number of MLLs identified as students with disabilities increased by 39%; during this time, the number of students identified as SWD who were not currently MLLs increased by 11%.*

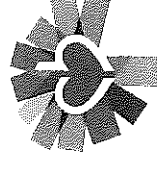
Social, Cultural, and Academic Isolation: Defined as "being cut off from normal social networks such as having access to normal services or community involvement; little or no communication with friends or family". Immigrant students often feel like they are different from their classmates and peers due to their background, so they often have a difficult time making connections with others

*Connecticut State Department of Education (CSDE).
Demographic Trends of Connecticut's English Learners (SYs 2015-16
through 2019-20). <https://portal.ct.gov/-/media/SDE/Performance/Research-Library/EL-DEMOGRAPHICS-10012020.pdf> (accessed 6/13/22)



How We Help

- ✓ Work with families to identify/connect them to community resources while encouraging independence
- ✓ Strengthen their connection to the Norwalk community
- ✓ Help families create long-term relationships with both formal and informal supports
- ✓ Work with children/families to help in the acculturation to a new country, school system, home environment, and new caregiver/family system
- ✓ Bridge the gap between families and schools
- ✓ Challenge the stigma associated with mental health and the Latinx community
- ✓ Provide psychoeducation to both caregivers and clients related to presenting symptoms
- ✓ Accompany families to meetings with other providers (e.g., PPTs, DCF case reviews, etc.)
- ✓ Work with families to "cope ahead" instead of reacting to crises



Mid-Fairfield
Community Care Center
Clifford Beers Community Health Partners

Next Steps

- ✓ Program Expansion. Recruit/onboard one (1) new team (bilingual/bicultural clinician/care coordinator) to accommodate growing need for our services among bilingual and monolingual Spanish-speaking students
- ✓ Work collaboratively with NPS's to streamline referral process, workflow, and protocols to ensure all eligible MLL students in need of services are identified
- ✓ Expand outreach within the schools to classroom teachers and other support staff
- ✓ Continue to support NPS's and community in responding to crises impacting bilingual and monolingual Spanish-speaking students
- ✓ Continue to participate in community-wide efforts (e.g., Norwalk Community Collaborative, Norwalk Immigration Coalition, Norwalk ACTs, etc.) and other organizations that serve this vulnerable population



Mid-Fairfield
Community Care Center
Clifford Beers Community Health Partners

HEALTHY OUTDOOR PUBLIC SPACES**§ ____ -1. – Purpose.**

The City of Norwalk recognizes that the health and safety of its residents is of paramount concern and that high standards for the promotion and protection of the health and safety of the people must underlie municipal action. It is also in the best interest of the City and its residents to protect the ecological integrity of the Long Island Sound and Norwalk's rivers and streams and to improve and protect water quality throughout the region.

Pesticides necessarily contaminate soil microbiology, plant life, wildlife, marine species, groundwater, rivers, and water wells. These lethal chemicals blindly kill and make no distinction between the unwanted pests and beneficial insects and healthy organisms. Many of these beneficial insects can help limit unwanted pests on properties where Organic Land Management practices are used.

Pregnant women, children, and pets are particularly vulnerable to the adverse health effects of pesticides, including cancer, respiratory, endocrinological, and neurodevelopmental disorders. Existing federal and state regulation of pesticides does not and cannot guarantee their safety. Fortunately, there are numerous effective and safe alternative solutions, as well as best property practices, that can be employed for sustainable lawn, soil, land, garden, and tree care.

Therefore, the City of Norwalk hereby creates this Chapter to promote a healthy environment that protects its residents, waterways, and wildlife from the risks inherent in pesticides by prohibiting or restricting their use on all City-owned public grounds, including but not limited to, parks, beaches, trails, recreation centers, and playgrounds.

§ ____ -2. – Definitions.

“City Property” means any property owned, occupied, or controlled by the City of Norwalk, including but not limited to, school grounds, parks, playgrounds, lawns, streets, sidewalks, grassy areas adjacent to city streets and sidewalks, right-of-ways, waters, waterways, fields, athletic fields, trails, beaches, and open spaces.

“Invasive Fauna Species” means any insect or animal species not native to the Connecticut ecosystem whose introduction to such ecosystem does or is likely to cause economic or environmental harm or harm to human health.

“Invasive Plant Species” means any non-native plants recorded on the Connecticut Invasive Plant List pursuant to Sections 22a-381a-e of the Connecticut General Statutes, as amended from time to time.

“IPMT” means the interdepartmental pest management team established to evaluate applications and make determinations under this Chapter. The IPMT shall be composed of the Director of Health, Director of Recreation and Parks, Chief of Operations, and the senior Conservation Officer, or their respective designees. The Director of Recreation and Parks, or their designee, shall serve as Chair of the IPMT.

“Organic Land Management” refers to a problem-solving strategy that prioritizes a natural, organic approach to turfgrass and landscape management and care of trees and shrubs without the use of pesticides. It mandates the use of natural, organic practices that promote healthy soil and plant life as a preventive measure against the onset of turf and landscape pest problems.

“Organic Product” means any products or materials:

- (1) Sanctioned as organic in accordance with the Organic Materials Review Institute (OMRI);
- (2) Whose active ingredients are all listed in the OMRI Generic Materials List;
- (3) Listed in the National Organic Program (NOP) Code of Federal Regulations Title 7-Subtitle B - Chapter I - Subchapter M - Part 205 - Subpart G - Section §205.601, as amended from time to time;
- (4) Designated and labeled as “for organic production” per the NOP; or
- (5) As prescribed by certified organic agents or contractors accredited through the Northeast Organic Farming Association (NOFA), provided that such prescription is in accordance with the land care and maintenance practices sanctioned by NOFA in its Standards for Organic Land Care for clients who ask for organic services.

“Prohibited Product” means any product, material, substance, pesticide, fungicide, larvicide, insecticide, herbicide, rodenticide, or fertilizer that contains (1) Glyphosate, (2) 2,4-D, (3) 1,3-D, (4) Neonicotinoids, or (5) Chlorpyrifos.

“Restricted Product” means any product, material, pesticide, fungicide, larvicide, insecticide, herbicide, rodenticide, or fertilizer that is not an “Organic Product” or a “Prohibited Product.”

“Tidal Wetlands” shall have the meaning set forth in the Connecticut Tidal Wetlands Act, as the same may be amended from time to time.

“Watercourse” shall have the meaning set forth in Section 22a-39-2 of the Regulations of Connecticut State Agencies, as the same may be amended from time to time.

“Wetlands” shall have the meaning set forth in Section 22a-39-2 of the Regulations of Connecticut State Agencies, as the same may be amended from time to time.

§ ____ -3. – Use of Pesticides on City Property.

Neither the City of Norwalk, nor any commission, board, authority, or other body established thereby, nor any officer, employee, contractor, or agent of the City of Norwalk or such commission, board, authority, or other body, shall use or apply any Organic Product, Restricted Product, or Prohibited Product on City Property, except as expressly provided in this Chapter.

§ ____ -4. – Use of Organic Products and Restricted Products.

A. Any officer, employee, or agent of the City, or any commission, board, authority, or other body established thereby, may apply to the IPMT for permission to use an Organic Product or Restricted Product on City Property to remediate an imminent threat to human health, the environment, or to the public welfare and safety. The IPMT may grant the application upon a finding that:

- (1) A situation exists that poses an imminent threat to human health, the environment, or to the public welfare and safety;
- (2) Reasonable attempts have been made to remediate the condition using Organic Land Management practices and that such practices have failed to reasonably remediate the condition;
- (3) The applicant will, to the greatest extent practicable, minimize the impact of the Organic Product or Restricted Product on abutting properties or any Tidal Wetland, Watercourse, or Wetland; and

- (4) The proposed Organic Product or Restricted Product has proven to be effective against such condition; provided, however, that the IPMT shall not approve the use of a Restricted Product in any situation where an Organic Product has been proven to be effective against such condition.

In addition, the application must include a Pest Management Plan to prevent the post remediation reoccurrence of the condition using Organic Land Management practices. If approved, the use of the Organic Product or Restricted Product may continue until the condition is eliminated or until such earlier time as the IPMT may determine.

- B. Notwithstanding the foregoing, no use of Restricted Products shall be made (1) at schools or on school grounds unless requested by the principal of such school, or (2) within 200 feet of a Tidal Wetland, Watercourse, or Wetland.
- C. The application and the determination of the IPMT shall be posted on the City of Norwalk website and made available in hardcopy at the Department of Recreation and Parks for public inspection during normal business hours.

§____-5. – Use of Prohibited Products.

The use of Prohibited Products on City Property is prohibited in all cases, except where, as of the effective date of this Chapter, such Prohibited Product is used on City Property to control the presence of poison ivy; provided, however, that in no event shall such Prohibited Product be used within 200 feet of a Tidal Wetland, Watercourse, or Wetland.

§____-6. – Exemption.

Notwithstanding any other provision of this Chapter, Organic Products and Restricted Products may be used on a municipal golf course for maintenance, provided that the golf course follows the “Environmental Principles for Golf Courses in the United States” established by the United States Golf Association and, provided further, that the golf course will, to the greatest extent practicable, minimize the impact of the Organic Products or Restricted Products on abutting properties or any Tidal Wetland, Watercourse, or Wetland. The Director of such golf course shall, on a monthly basis, deliver a written report to the IPMT of all Organic Products and Restricted Products used during the preceding month. Such report shall include the information required in Section 8 B below.

§____7. – Land Management Plan.

- A. The Director of Recreation and Parks and Chief of Operations, or their respective designees, shall, on an annual basis, develop a Land Management Plan for all City Property. Organic Land Management practices shall be the method of choice to understand, prevent, and control actual and potential plants to be considered noxious weeds or Invasive Plant Species or Invasive Fauna Species in such Land Management Plan. The essential practices of Organic Land Management include, but are not limited to:
- (1) Regular soil testing;
 - (2) Addition of approved soil amendments as necessitated by soil test results, following, but not limited to, the recommendations of the Northeast Organic Farming Association;
 - (3) Selections of plantings using criteria of hardiness, suitability to native conditions, drought, disease, pest resistance, and ease of maintenance;

- (4) Modification of outdoor management practices to comply with organic horticultural science, including scouting, monitoring, watering, mowing, pruning, proper spacing, and mulching;
- (5) The use of physical controls, including hand-weeding and over-seeding;
- (6) The use of biological controls, including the introduction of natural predators, and enhancement of the environment of a pest's natural enemies;
- (7) Through observation, determining the most effective treatment time, based on pest biology and other variables, such as weather and local conditions; and
- (8) Eliminating pest habitats and conditions supportive of pest population increases.

- B. Notwithstanding the foregoing, the Land Management Plan may, with the approval of the IPMT as provided under Section 4 of this Chapter, include the use of Organic Products and Restricted Products.
- C. The Director of Recreation and Parks and Chief of Operations, or their respective designees, shall promptly deliver a written copy of the Land Management Plan and any updates thereto to the IPMT. In addition, the Director of Recreation and Parks and Director of Public Works shall, on a monthly basis, deliver a written report to the IPMT of all Organic Products and Restricted Products used pursuant to such plan during the preceding month. Such report shall include the information required in Section 8 B below.

§____-8. – Reporting and Record Keeping.

- A. The Director of Recreation and Parks, as Chair of the IPMT, or their designee, shall, on an annual basis, or as otherwise requested by the Common Council, prepare and deliver a written report to the Common Council specifying all Organic Products, Restricted Products, and Prohibited Products used on City Property in the prior calendar year. Such report shall also be posted on the City of Norwalk website and be made available in hardcopy at the Department of Recreation and Parks for public inspection during normal business hours.
- B. The written reports required under this Chapter shall include the following information: (1) the common name of the product used; (2) the trade name of the product used; (3) the registration number designated by the United States Environmental Protection Agency; (4) a copy of the federally required product label listing the product uses and potential product risks; (5) the amount of product applied; (6) the method of application; (7) the location where the product was applied; (8) the square footage of area where the product was applied; (9) the name of the entity applying the pesticide; and (10) whether the person applying the product posted any notices informing the public that the product was applied.

§____-9. – Effective Date.

This Chapter shall be effective as of January 1, 2023.

§ 72-5 Other uses.

- A. Numbers shall be Arabic and a minimum of three inches in height and shall be in a color contrasting to the area to which they are affixed.
- B. Numbers shall be located on the top or sides of the main entrance to the building or trailer. In the event that a building has entrances on more than one street, the owner shall number each entrance in a location and format approved by the Fire Marshal.
- C. If the building, trailer or multibuilding complex is more than 50 feet from the street, the owner shall, in addition, number the driveway entrance in a location and format approved by the Fire Marshal. Numbers shall be visible from the street to traffic moving in each direction.
- D. With the exception of single and two family buildings or structures, all buildings or structures shall have the fire fighter safety building marking system sign installed. The fire fighter safety building marking system sign provides information to responding fire fighter personnel regarding the construction type of a building or structure and the potential presence of a roof or floor truss. The fire fighter safety building marking system sign shall be permanently installed in a position to be plainly legible and visible from the street or road fronting the property or as approved by the Fire Marshal, or his, her or their designee. The installation and maintenance of the fire fighter safety building marking system sign shall be the responsibility of the owner/operator of the building or structure. The Fire Marshal, or his, her or their designee, shall provide written or verbal instructions to the owner/operator of a building or structure regarding the information to be included on the sign.

This subsection shall be effective as of November 1, 2022.

TO: MEMBERS OF THE COMMON COUNCIL
FROM: NORWALK REDEVELOPMENT AGENCY STAFF
DATE: JUNE 28, 2022
RE: CDBG PY48 ANNUAL ACTION PLAN

PY48 ANNUAL ACTION PLAN (AAP) PUBLIC PARTICIPATION

There were no comments received on the Annual Action Plan (AAP) during the public comment period May 25 – June 24, 2022 or at the public hearing held on June 2, 2022.

PY48 FUNDS AVAILABLE AND FUNDING RECOMMENDATIONS

The City's CDBG amount available for funding is \$1,008,611. This number is comprised of \$848,611 of 2022-2023 entitlement funding and \$160,000 of anticipated program income. The allocation is \$61,389 less than anticipated funding listed in the NOFA and \$35,863 less than the prior year allocation. The proposed the funding allocations reflects the reduced allocation.

Below is a project summary of funding allocations recommends by the ECD Committee and included in the Annual Action Plan. CDBG program planning and administration will continue to operate according to the 20% formula as prescribed by HUD. All public service activities are capped at 15% of the allocation. All drafts of the PY48 AAP are available online at <https://www.norwalkct.org/1412/Community-Development-Block-Grant>.

Project	Organization	Program/Project	Request	Actual Funding
Public Services	East Norwalk Library	Cultural/Educational Community Fair Expansion	\$ 11,500.00	\$9,008.33
	HELP	College Prep Program	\$ 14,000.00	\$10,966.67
	Open Door Shelter	Employment First - Job Training Program	\$ 35,000.00	\$27,416.66
	Person to Person	Critical Needs Assistance Program	\$ 50,000.00	\$39,166.66
	Rowan Center	Crisis Counseling and Community Advocacy	\$ 25,000.00	\$19,583.33
	Wheel it Forward	Medical Equipment Lending Program	\$ 15,000.00	\$11,750.00
	YBI inc.	Youth Business Course	\$ 12,000.00	\$9,400.00
	Subtotal		\$ 162,500.00	\$ 127,291.65
Public Facilities	Carver Center	Fence Repair and Basketball Court Resurfacing	\$ 65,000.00	\$ 65,000.00
	Domestic Violence Crisis Center	HVAC Replacement	\$ 32,000.00	\$ 32,000.00
	Norwalk Redevelopment Agency	City Neighborhoods Projects	\$ 88,550.00	\$ 40,647.15
	Subtotal		\$ 185,550.00	\$ 137,647.15
Housing	Home Front	Critical Home Repairs	\$ 20,000.00	\$ 20,000.00
	Keystone House	St. John Street Kitchen	\$ 22,950.00	\$ 22,950.00
	Norwalk Housing Authority	Leroy Downs - Underground Electric	\$ 57,000.00	\$ 57,000.00
	Subtotal		\$ 99,950.00	\$ 99,950.00

Upon approval by the full Common Council, the Norwalk Redevelopment Agency will submit the PY48 AAP to HUD in order to become a binding document guiding the CDBG program for the upcoming program year.

REQUESTED ACTIONS:

- Authorize the Mayor to execute any and all documents associated with submission of the PY48 AAP to HUD.
- Authorize the Mayor to execute any and all documents consistent with the approved PY48 Annual Action Plan.

Links

A direct link to the updated PY48 Annual Action plan is provided below.

<https://www.norwalkct.org/DocumentCenter/View/27161/DRAFT-Norwalk-PY48-FY-2022-AAP>