

**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 and/or Zoom, or a recording in the City of Norwalk YouTube channel.
Specific instructions and links can be found at norwalkct.gov/meetings

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I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: May 28, 2024

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

APPOINTMENTS: Paul J. Gorman, Tax Assessor

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

APPOINTMENTS: Reapportionment Commission

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. ECONOMIC AND COMMUNITY DEVELOPMENT

1. Approve the 2024 Connecticut Neighborhood Assistance Act program applications for their submission to the State of Connecticut and subsequent review.
2. Authorize the Mayor, Harry W. Rilling, to execute separate Master Services Agreements with AKRF for on-call professional consulting services to be performed on an as-needed basis related to peer traffic review. The Scope of Work will be performed pursuant to individual Letters of Agreement detailing the scope of the work for each Project. Services will be paid for by individual applicants with the Department.
3. Authorize the Mayor, Harry W. Rilling, to execute separate Master Services Agreements with DeCarlo & Doll and BFJ Planning for on call professional consulting services to be performed on an as-needed basis related to peer architectural/planning review. The Scope of Work will be performed pursuant to individual Letters of Agreement detailing the scope of the work for each Project. Services will be paid for by individual applicants with the Department.
4. Authorize the Director of Planning and Zoning to execute the Letters of Agreement for both traffic peer review services and architectural/planning peer review services.
5. Authorize the Mayor, Harry W. Rilling, to execute an amendment to increase the Fuss and O'Neill contract by \$798,000 for Additional Transportation Engineering and Related Design Services for Wall Street Corridor Improvements.

Account(s): 133710 5796 AEC01
0924 3750 5777 C0800
0924 3750 5777 C0800
0925 3750 5777 C0800

6. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Stantec for Preliminary Design and Grant Support Services for the Norwalk River Valley Trail Wil-Walk Spur, planned to run underneath Grist Mill Road to Glover Avenue, in an amount not to exceed \$22,000.

Account: 0924 3750 5777 C0777

7. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Berry, Dunn, McNeil & Parker, LLC for software project management consulting services in an amount not to exceed \$150,000.

Account: 13-700-013-13500-0000-5796-AEC15

B. PUBLIC WORKS

- 1a.** Authorize the Mayor Harry W. Rilling, to execute an Agreement between the City of Norwalk and The Grasso Companies, LLC for Project RD2024-3 Curbs and Sidewalks for Beacon Street for a sum not to exceed \$1,070,580.00.

Account No. 03 00 00 2602
09 23 7100 5777 C0583
09 24 4021 5777 C0318
09 25 4021 5777 C0318
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 25 4021 5777 C0440

- 1b.** Authorize the Chief of Operations and Public Works, to execute orders on the contract between the City of Norwalk and The Grasso Companies, LLC, for Project RD2024-3 Curbs and Sidewalks for Beacon Street for a sum not to exceed \$107,058.00.

Account No. 03 00 00 2602
09 23 7100 5777 C0583
09 24 4021 5777 C0318
09 25 4021 5777 C0318
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 25 4021 5777 C0440

- 2a.** Authorize the Mayor Harry W. Rilling, to execute an extension for a 1 (One) year agreement with Rocco Iadarola General Contracting Company for Project TMP2023-1 Decorative Crosswalks and Traffic Calming Surfaces at Various Intersections for an amount not to exceed \$150,000.00.

Account No. 09 23 4120 5777 C0441
09 24 3750 5777 C0441
09 23 4120 5777 C0581
09 24 3750 5777 C0581
09 24 3750 5777 C0649
09 24 3750 5777 C0777
09 23 4120 5777 C0824
09 24 3750 5777 C0824

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**JUNE 11, 2024
COUNCIL CHAMBERS**

- 2b.** Authorize the Director of Transportation, Mobility and Parking, to execute an extension for a 1 (One) year Orders on Contract with Rocco Iadarola General Contracting Company for Project TMP2023-1 Decorative Crosswalks and Traffic Calming Surfaces at Various Intersections for an amount not to exceed \$15,000.00.

Account No. 09 23 4120 5777 C0441
09 24 3750 5777 C0441
09 23 4120 5777 C0581
09 24 3750 5777 C0581
09 24 3750 5777 C0649
09 24 3750 5777 C0777
09 23 4120 5777 C0824
09 24 3750 5777 C0824

- 3a.** Authorize the Mayor Harry W. Rilling to execute an Agreement with Burns Construction Company, for Project TMP2024-05 Tracey Magnet Elementary School Multipurpose Driveway/Trail, for an amount not to exceed \$396,940.90.

Account No. 09 24 3750 5777 C0677
09 23 4120 5777 C0441

- 3b.** Authorize the Director of Transportation, Mobility and Parking to execute Orders on Contract with Burns Construction Company, for Project TMP2024-05 Tracey Magnet Elementary School Multipurpose Driveway/Trail, for a contingency amount not to exceed \$39,694.09.

Account No. 09 24 3750 5777 C0677
09 23 4120 5777 C0441

- 4.** Authorize the Mayor Harry W. Rilling, to sign the Stormwater Management Plan, prepared by CDM Smith, to certify the submitted information is true and accurate, in accordance with Section 22a-6 of the Connecticut General Statutes, pursuant to Section 53a-157b of the Connecticut General Statutes.

- 5.** Authorize the Mayor, Harry W. Rilling to execute a Sixth Amendment to the Woodard & Curran Agreement dated August 12, 2019, to provide Professional Engineering Services for flood remediation at specific locations in accordance with Professional Services Task Order 24-1 dated May 21, 2024, for a sum not to exceed \$166,000.00.

Account No. 13 4010 5796 APW02
13 4010 5796 APW03
09 21 4021 5777 C0440

- 6.** Authorize the Purchasing Agent to authorize a Sole Source purchase order to Tesla Inc. for the purchase of four (4) Tesla - model Y cars for a sum not to exceed \$200,520.

Account No. 09 24 4031 5777 C0313
09 25 4031 5777 C0313
09 25 4031 5777 C0716
09 24 4062 5777 C0361

7. Authorize the Mayor Harry W. Rilling, to execute a First Amendment between the City of Norwalk and Tighe & Bond, Inc. for Project DPW2024-2 On-Call Construction Inspection Observations Services for an amount not to exceed \$466,000.00 billable on an hourly basis.

Account No. 09 24 4021 5799 C0689
09 21 4021 5777 C0440

- 8a. Authorize the Mayor Harry W. Rilling, to execute an Agreement with B&W Paving & Landscaping LLC. for Purchasing Project 4366, BLDG2024-1 Paving of Ben Franklin, Kendall Elementary School, and Rowayton Elementary School Facility Parking Lot (Base Bid) and Paving of DPW Operations Facility Parking Lot (Alternate 1) for a sum not to exceed \$336,640.00 (Base Bid) plus \$80,650.10 (Alternate 1).

Account No. 09 16 5010 5777 C0516
09 19 5010 5777 C0516
09 20 5010 5777 C0516
09 22 5010 5777 C0516
09 24 5010 5777 C0516
09 24 7100 5777 C0295
09 25 7100 5777 C0119

- 8b. Authorize the Chief of Operations and Public Works to execute Orders on Contract with B&W Paving & Landscaping LLC. for Purchasing Project 4366, BLDG2024-1 Paving of Ben Franklin, Kendall Elementary School, and Rowayton Elementary School Facility Parking Lot (Base Bid) and Paving of DPW Operations Facility Parking Lot (Alternate 1) for a sum not to exceed \$41,729.01.

Account No. 09 16 5010 5777 C0516
09 19 5010 5777 C0516
09 20 5010 5777 C0516
09 22 5010 5777 C0516
09 24 5010 5777 C0516
09 24 7100 5777 C0295
09 25 7100 5777 C0119

- 9a. Authorize the Mayor Harry W. Rilling, to execute an Agreement with The Grasso Companies LLC. for Purchasing Project 4367, PM2024-4 – Paving at Various Locations (Base Bid), Proposed Sidewalks on Richmond Hill Road, McAllister Avenue and Frances Avenue (Alternate 1 & 2) for a sum not to exceed \$710,650.50 (Base Bid) plus \$383,700.00 (Alternate 2).

Account No. 09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**JUNE 11, 2024
COUNCIL CHAMBERS**

- 9b.** Authorize the Chief of Operations and Public Works to execute Orders on Contract with The Grasso Companies LLC. for Purchasing Project 4367, PM2024-4 – Paving at Various Locations (Base Bid), Proposed Sidewalks on Richmond Hill Road, McAllister Avenue and Frances Avenue (Alternate 1 & 2) for a sum not to exceed \$218,870.10.

Account No. 09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440

- 10.** Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Colonna Concrete & Asphalt Paving, LLC for Project RD2024-2 Curbs and Sidewalks for Various Locations for a sum not to exceed \$791,450.00 with an option to extend for two (2) additional terms of one (1) year each.

Account No. 03 00 00 2602
09 23 7100 5777 C0583
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 24 4021 5777 C0318
09 25 4021 5777 C0318
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 25 4021 5777 C0440

- 11.** Authorize the Chief of Operations and Public Works, to execute orders on the contract between the City of Norwalk and Colonna Concrete & Asphalt Paving, LLC, for Project RD2024-2 Curbs and Sidewalks for Various Locations for a sum not to exceed \$79,145.00.

Account No. 03 00 00 2602
09 23 7100 5777 C0583
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 24 4021 5777 C0318
09 25 4021 5777 C0318
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 25 4021 5777 C0440

C. COMMUNITY SERVICES

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments necessary to accept and receive Child Day Care grant funds allocated to the City of Norwalk from the State of Connecticut, Office of Early Childhood (OEC) for State Fiscal Year 2025.
2. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with Americares Free Clinics (AFC) in the amount of \$10,000.00 to provide free health care services for Norwalk residents who other cannot pay, utilizing account number 012010-5A0620.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

**COMMON COUNCIL
NORWALK, CONNECTICUT**

REGULAR MEETING

**MAY 28, 2024
COUNCIL CHAMBERS
AND VIA TELECONFERENCE**

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

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Mayor Rilling called the meeting to order at 7:30 p.m. and led the Assembly in reciting the Pledge of Allegiance. He noted that during the past week-end they had honored those who had served and given their lives for their country. Over 500 Norwalk residents died in those wars. There were two parades held and both were well attended. He requested that the Council observe a moment of silence in honor of those who died during those wars.

Ms. Dixon called the Roll:

Council at Large:

Mr. Joshua Goldstein

Ms. Nora Niedzielski Eichner

	Ms. Barbara Smyth	Mr. Johan Lopez
District A:	Ms. Nicol Ayers	Mr. Jalin Sead
District B:	Mr. Dajuan Wiggins	Ms. Darlene Young
District C:	Ms. Jenn McMurrer	
District D:	Ms. Heather Dunn	Mr. Douglas W. Sutton
District E:	Mr. James Frayer	Ms. Lisa Shanahan

At Roll Call there were thirteen (13) Common Council Members present and two (2) absent (Burnett, Murray) A quorum was present.

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

II. ACCEPTANCE OF MINUTES

• Special Meeting: May 13, 2024

**** MS. SHANAHAN MOVED THE MINUTES OF THE MAY 13, 2024 SPECIAL MEETING.**

**** THE MOTION TO APPROVE THE MINUTES OF THE MAY 13, 2024 SPECIAL MEETING PASSED WITH ELEVEN (11) IN FAVOR AND TWO (2) ABSTENTIONS (LOPEZ & GOLDSTEIN).**

• Regular Meeting: May 14, 2024

**** MS. MCMURRER MOVED THE MINUTES OF THE MAY 14, 2024 REGULAR MEETING.**

The following corrections were noted:

Page 8, paragraph 4, line 1, please change the following from:

“Ms. McMurray said she heard” to “Ms. McMurrer said she heard”

Page, paragraph 9, line 1, please change the following from:

“Ms. Niedzielski Eichner said she will vote in favor this time,”

To: Ms. McMurrer said she will vote in favor this time,”

**** THE MOTION TO APPROVE THE MINUTES OF THE MAY 14, 2024 REGULAR MEETING PASSED WITH TWELVE (12) IN FAVOR AND ONE (1) ABSTENTION (LOPEZ).**

III. PUBLIC PARTICIPATION

Ms. Lisa Henderson, of Apple Tree Lane came forward. She spoke about the leaf blower ordinance. The details of the updated leaf blower ordinance had not been communicated to the community clearly. She noted that it was unfairly focused on the landscapers while it exempt private home owners and asked for the specific OSHA references and ordinances to be provided.

Ms. Henderson had several questions about how they expected to implement the ordinance and supervise the PPE equipment. She pointed out that the Oak Hills Authority would be requesting an exemption to this ordinance because it will be nearly impossible to maintain the course with these regulations.

Mr. Tyson Canveri of Esquire Road, owner of Signature Landscaping came forward and wished to know why the landscapers were being targeted and not the construction workers. It is a personal choice for the workers to wear the PPE. He said that the City keeps adding the requirements and costs, but these are small businesses. He is waiting to see the City DPW workers use the electric blower.

People are beginning to be hostile toward the landscapers. First the reason was noise and then it became a safety issue. He asked what the real issue was. Electric backpacks make noise, also. If it doesn't work in two years, what will happen with all the new, expensive equipment? Everyone is worried about the gas powered leaf blowers, but not the fire houses with mold and other issues.

The ordinance has not been written in Spanish and many of the landscapers only read Spanish. People go to him for clarification because they don't know what the rules are. The Council keeps passing the rules and laws, but he asked the Council to consider what they were voting for.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

APPOINTMENTS:

• Ronald J. Palladino, Police Commission

Ms. McMurrer said that she knew Mr. Palladino for many years and she has seen him interact with people and children. She felt that he would be objective and passionate.

**** MS. MCMURRER MOVED TO APPROVE THE APPOINTMENT OF RONALD J. PALLADINO TO THE POLICE COMMISSION**

**** THE MOTION PASSED UNANIMOUSLY.**

• **Kathleen Olsen, Zoning Board of Appeals, Alternate**

Mr. Goldstein said that many of the Council Member know Ms. Olsen and has experience. Many Council Members have worked with Ms. Olsen regarding the Lockwood Mathews Mansion.

- ** MR. GOLDSTEIN MOVED TO APPROVE THE APPOINTMENT OF KATHLEEN OLSEN TO THE ZONING BOARD OF APPEALS AS AN ALTERNATE.**
- ** THE MOTION PASSED UNANIMOUSLY.**

• **Janay Sylvester, Arts and Culture Commission**

Ms. Niedzielski Eichner nominated Ms. Sylvester has an artistic background and has worked in marketing. She also worked on a project gathering African American stories at her alma mater.

- ** MS. NIEDZIELSKI EICHNER MOVED TO APPROVE JANAY SYLVESTER TO THE ARTS AND CULTURE COMMISSION.**
- ** THE MOTION PASSED UNANIMOUSLY.**

• **Diana Lenkowsky, Planning and Zoning, Alternate**

Mayor Rilling noted that Ms. Lenkowsky lives in District A. Ms. Niedzielski Eichner said that Ms. Lenkowsky had many years of experience in real estate.

- ** MS. NIEDZIELSKI EICHNER NOMINATED DIANA LENKOWSKY, TO THE PLANNING AND ZONING COMMISSION AS AN ALTERNATE.**
- ** THE MOTION PASSED UNANIMOUSLY.**

REAPPOINTMENTS:

There were no reappointments to consider at this time.

B. MAYOR'S REMARKS:

Mayor Rilling noted that there had been two Memorial Day parades in Norwalk, the Norwalk and Rowayton Memorial Day Parade. Mr. Rich Olsen, the Commander of the Norwalk American Legion Post 12 was the Grand Marshal for the Norwalk Parade. All gave some, some gave all.

Mayor Rilling announced that there would be a Code Enforcement event at City Hall on May 30th for the residents to become familiar with the various aspects of Code Enforcement, such as the Fire Department and other departments involved in Code Enforcement

On May 31st, the Pride Flag will be raised at City Hall by the Mayor and members of the Triangle Community. Norwalk recognizes and celebrates the LGBTQ community.

On June 7th, at 10:30 a.m., there will be a proclamation ceremony to recognize National Gun Violence Awareness Day. This is to recognize the victims and survivors of gun violence and intends to spread awareness of how to reduce gun violence. He requested that the attendees wear orange because gun violence is on the rise.

Norwalk Spring Restaurant week is coming up from June 3rd to June 9th. The participating restaurants will be offering prefixed, reduced price meals.

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

There were no resignations or appointments to consider at this time.

B. CONSENT CALENDAR:

REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Settlement: Francesca Kurkjian File No. A37774

EXECUTIVE SESSION

There was no Executive Session required at this time.

- ** MS. YOUNG MOVED TO APPROVE THE SETTLEMENT OF FRANCESCA KURKJIAN FILE NO. A37774.**
- ** THE MOTION PASSED UNANIMOUSLY.**

VII. COMMON COUNCIL COMMITTEES

Council Member Goldstein read the Consent Calendar into the record:

A. PUBLIC SAFETY AND GENERAL GOVERNMENT

- 1. Authorize the Department of Public Works to have Eversource Electric to install four (4) new poles and the associated wire for four (4) new street lights on the north side of Cossitt Road to the intersection of Scribner Avenue within the City Right-of-Way in accordance with the attached plan, at an approximate one-time cost of \$10,000.00, to be paid for from Account No. 0140 21-5241.**
- 2. Authorize the Department of Public Works to have Eversource Electric to install four (4) new poles and the associated wire for four (4) new street lights on the north side of Cossitt Road to the intersection of Scribner Avenue within the City Right-of-Way in accordance with the attached plan, at an approximate cost of \$100.00 per month, to be paid for from Account No. 0140 21-5241.**

3. Authorize, the Mayor Harry W. Rilling, to execute a Contract with First Due Fire Department Records Management Software for a total not to exceed \$48,040.00. (Acct. # 011370-5742)

4. Authorize Mayor Harry W. Rilling to execute any and all documents and agreements necessary to accept grant funding under the Department of Justice, The Justice Education Center, Inc., FY22 Project Safe Neighborhoods Grant.

5. Authorize Chief of Police James Walsh to execute any and all documents and agreements as may be necessary to implement the Department of Justice, The Justice Education Center, Inc., FY22 Project Safe Neighborhoods Grant.

B. FINANCE AND CLAIMS

1. Accept and Approve the Report of the Claims Committee Dated: May 2024

2. For informational purposes only: Narrative on Tax Collection Dated: May 2024

3. For informational purposes only: Monthly Tax Collector's Reports Dated: April 2024

4. Approve FY 2024-2025 Water Pollution Authority Budget.

5. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with the Norwalk Housing Authority, Sound Communities, Inc. and SC Meadow LLC for the abatement of real property taxes pursuant to C.G.S. § 8-215 and Norwalk Code 58-1 et. seq. at a rate of five percent (5%) of the aggregate rents collected with respect to the Meadow Gardens affordable housing development excluding any rental assistance subsidies, and reduced by direct costs of utilities and trash payments paid by the Developer for such fiscal year for the following Term:

(i) sixteen (16) years from the date of completion of the project as reflected by the issuance of the first certificate of occupancy or temporary certificate of occupancy for the last unit in the project, or

(ii) eighteen (18) years from the date when all parties have signed the Agreement, whichever shall occur first.

C. ORDINANCE COMMITTEE

2. Approve revisions to Chapter 9 – Article IX, Section 9-27 – The Reapportionment Advisory Committee: Appointment Date – 2024 Transition Provision

**** THE CONSENT CALENDAR PASSED AS PRESENTED.**

C 1. Approve revisions to Chapter 61A – Leaf Blowers, Section 4 – Required Safety Features of the Use of Leaf Blowers.

**** MS. SHANAHAN MOVED THE ITEM.**

Ms. Shanahan said that DPW had requested more clarification on which PPE was being required. She noted that the various manuals include instructions on what PPE should be used. Currently, the manuals recommended and required eye and ear protection at this time. This is just a technical correction to the current ordinance

Ms. Niedzielski Eichner asked for clarification regarding the date that this revision would become effective. Ms. Shanahan said that if the revision is approved, it would be August 1, 2024.

Ms. McMurrer said that she had voted against the leaf blower ban when it was initially discussed. She had concerns and stated they should be very clear communicating who would be impacted by this ordinance. The landscapers need to educate their workers so that they understand the hazards and use the PPE. She also expressed concerns about the cost for the City, for the landscapers and the small companies. She asked who would be enforcing this ordinance.

Ms. Young asked for clarification regarding the elimination of the OSHA requirements. Ms. Shanahan replied that OSHA did not have clear regulations and this led to confusion. Because of this, the ordinance was changed to require the manufacturer's recommended and required safety measures which were listed for each piece of equipment in the equipment manual.

Ms. Smyth explained that she had been absent when the original ordinance was approved. She felt that leaf blowers need to be banned. She said that they harm the environment, can injure the workers and are definitely a quality of life issue. However, the landscapers are confused and she would have preferred the Council take a year to hear what the public has to say. Safety is a major factor, so she will be supporting this item. She noted that some people will choose not to use the PPE even though they are given the information. The City should do its best to educate the workers.

Mr. Sead said that his concern was the safety and he had discussed this in committee. However, fining the employers for the actions of the employees is problematic since the employees do have free will.

Ms. Dunn read the following statement into the record:

I want to believe that this ordinance comes from a good place, the desire for all landscape employees to have an excellent quality of life. The goal may be to encourage people to wear PPE for their own good but that is not what it says. It stipulates that the company is responsible, not the grown adult.

Why?

Do you believe that they don't deserve self-agency? Are you assuming that they can't read manufacturer's labels themselves or are you basing the ordinance on the belief that if you legislate it, they will comply and magically change their behavior and save lives? Is it that you don't want to place undue burden on the poor workers who can't be held responsible for their own health decisions, their boss is in a better position to do that?

I find this ordinance as written condescending. In Connecticut, an adult can ride a bike without a helmet, another piece of PPE that would be foolish for an adult not to wear, but it is not legislated.

I suggest that in order to make the ordinance more than just a performance exercise, that it put the burden of providing PPE, the word is providing PPE, on the owner of the company. Secondly, the landscaping employee will not be carrying around the manual nor should the City employee tasked with enforcement be expected to magically know what every manufacturer recommends for each and every blower. It's an undue burden on someone. I'm not exactly sure who but I would like to think it was thought through before being presented for a vote unless it was never intended to actually be enforced.

Who we legislate being cited and for what specifically does matter to me and my constituents. I'm hopeful that we can get beyond the pearl clutching. I know it will be easier to ignore the flaws and rubber stamp this ordinance as it is, but that's not what I'm going to do.

Ms. Niedzielski Eichner said that it is a general principle of law in this country that employers are responsible for actions that their employees take while they are employed by the employer during the employer's business. So it is not unusual that that would be an expectation that there would be some responsibility on the employer for their employees' actions. This item is not too far afield of the general scope of how the City approaches the topic.

Ms. Young said that she agreed with Ms. Smyth but that they were here considering the item. She did not want this to become an "us against them" situation because everyone lives here. Everyone should realize that a lot more communication needs to be done with those who are directly impacted by this. No one wants to make it more difficult than it has to be but it is a trend that is moving across the country. Everyone has valid concerns and points, but it is important to move forward in the best possible manner.

**** THE MOTION PASSED WITH EIGHT (8) IN FAVOR (FRAYER, GOLDSTEIN, LOPEZ, SMYTH, NIEDZIELSKI EICHNER, SHANAHAN SUTTON AND YOUNG); TWO (2) OPPOSED (DUNN AND WIGGINS) AND THREE (3) ABSTENTIONS (AYER, SEAD AND MCMURRER).**

VIII. RESOLUTIONS FROM COMMON COUNCIL

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

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

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

X. SUSPENSION OF RULES

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

XI. ADJOURNMENT

**** MS. SHANAHAN MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:05 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

IV.A.

PAUL J. GORMAN

57 Poplar Street, Trumbull CT 06611

Phone (203) 520-9360 • PJGormanRealty@ATT.net

OBJECTIVE

I am seeking a professional position within the real estate assessment field with increasing levels of responsibility that will allow me to utilize my skills and education.

PROFESSIONAL EXPERIENCE

Assistant Assessor/Interim Assessor/Assessor

April 2022 – Present

- Manage Staff and workloads to achieve departmental objectives
- Provide timely reporting to state agencies for town programs and reimbursement levels.
- Develop Tables and codes within CAMA system for the more accurate valuing of properties.
- Train and review work of junior inspector. Oversee office employees in absence of assessor.
- Develop and implement office and Town policy regarding benefit programs.
- Perform building permit inspections for the assessor's office.
- Work with the building and zoning departments on inspections of mid-construction structures.
- Enter raw data from inspections into the town's database.
- Provide descriptive analysis of and assign a coded value to each property for valuation purposes.
- Read and evaluate building plans for residential and commercial construction.
- Review filed maps for changes and revalue properties based upon necessary changes.
- Provide detailed analysis of land values including all external influence factors.
- Accept and process applications for town elderly, veterans' and renters' programs.
- Accept and process motor vehicle add and subtractions from Grand List.
- Perform pro-ration of current and past year grand list for construction completion.
- Trained and proficient in the use of both Vision and Quality Software.
- Detailed analysis of online sources of listed real estate to capture errors in Assessors Database. These corrections lead to an increased grand list and promotes equity amongst all parcels.

Inspector Analyst, Town of Westport

January 2019 – April 2022

- Develop Tables and codes within CAMA system for the more accurate valuing of properties.
- Train and review work of junior inspector. Oversee office employees in absence of assessor.
- Develop and implement office and Town policy regarding benefit programs.
- Perform building permit inspections for the assessor's office.
- Work with the building and zoning departments on inspections of mid-construction structures.
- Enter raw data from inspections into the town's database.
- Provide descriptive analysis of and assign a coded value to each property for valuation purposes.
- Read and evaluate building plans for residential and commercial construction.
- Review filed maps for changes and revalue properties based upon necessary changes.
- Provide detailed analysis of land values including all external influence factors.
- Accept and process applications for town elderly, veterans' and renters' programs.
- Accept and process motor vehicle add and subtractions from Grand List.
- Perform pro-ration of current and past year grand list for construction completion.
- Trained and proficient in the use of both Vision and Quality Software.
- Detailed analysis of online sources of listed real estate to capture errors in Assessors Database. These corrections lead to an increased grand list and promotes equity amongst all parcels.

Assistant Assessor/Field Inspector, Town Of Trumbull
See duties and responsibilities for Westport.

September 2006 – January 4, 2019

Licensed Real Estate Agent , Sacco Realty LLC
Details of employment will be provided if needed.

January 2003 – Present

Field Inspector, Town of Stratford
Details of employment will be provided if needed.

August 2003 – December 2003

Field Inspector, Town of Weston
Details of employment will be provided if needed.

December 2003 – February 2004

Revaluation Team/John F. Ryan Associates
Details of employment will be provided if needed.

February 2004– Present

Independent Contractor

June 2004 – Present

Prov. Appraiser/Larson Associates/First CT Capital Corp.

Sept. 2004 – April 2011

Prov. Appraiser/Michael F. Preneta Appraisal

June 2004 – Sept. 2004

- Provide valuation services on real estate.

Independent Contractor

August 2003 – Present

Field Inspector/Appraiser

- Perform home and construction site inspections for the purpose of valuation.

APGM, Oronoque CC, Membership Director/Tournament Coordinator March 2002 – June 2002

PITNEY BOWES INC., Trumbull, CT
Details of employment will be provided if needed.

October 1989 – April 2001

EDUCATION

BA English, Minor Geology – Dickinson College, Carlisle, PA – 1989

Various Business and Accounting courses – Sacred Heart University, Fairfield, CT – 1994-1995

Courses toward Conflict Resolution Certificate, Cornell School of Labor Relations, NY

Courses 1A, 1B, 2A, 2B, 3 Income Stream Valuation and 4 Revaluation Course 102 IAAO

PROFESSIONAL AFFILIATIONS

Member of Greater Fairfield Board of Realtors

CAR NAR CAAO FCAA

President Fairfield County Assessors Association September 2011- 2019

President Trumbull Credit Union March 2013- Present

CERTIFICATIONS AND LICENSES

CCMA 1 (renewed through 2027), Real Estate Salesperson

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: 06/03/2024

(Note - Agenda closes 12:00 PM on the Thursday before the Council meeting.)

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST:

Sabrina Godeski/Business Development and Tourism/Economic and Community Development Committee

SECTION ON AGENDA WHERE ITEM IS TO APPEAR:

Council Committees

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES NO WHICH ONE?

Economic and Community Development

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section 8-24 OF THE STATE STATUTES? YES NO N/A

LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or backup material. If a contract is to be awarded, please include name of contractor, amount of contract to be awarded and account from which payment will be made.)

1. Approve the 2024 Connecticut Neighborhood Assistance Act program applications for their submission to the State of Connecticut and subsequent review.
2. Authorize the Mayor, Harry W. Rilling, to execute separate Master Services Agreements with AKRF for on-call professional consulting services to be performed on an as-needed basis related to peer traffic review. The Scope of Work will be performed pursuant to individual Letters of Agreement detailing the scope of the work for each Project. Services will be paid for by individual applicants with the Department.
3. Authorize the Mayor, Harry W. Rilling, to execute separate Master Services Agreements with DeCarlo & Doll and BFJ Planning for on call professional consulting services to be performed on an as-needed basis related to peer architectural/planning review. The Scope of Work will be performed pursuant to individual Letters of Agreement detailing the scope of the work for each Project. Services will be paid for by individual applicants with the Department.
4. Authorize the Director of Planning and Zoning to execute the Letters of Agreement for both traffic peer review services and architectural/planning peer review services.
5. Authorize the Mayor, Harry W. Rilling to execute an amendment to increase the Fuss and O'Neill contract by \$798,000 for Additional Transportation Engineering and Related Design Services for Wall Street Corridor Improvements.

Account(s): 133710 5796 AEC01

0924 3750 5777 C0800

0924 3750 5777 C0800

0925 3750 5777 C0800

6. Authorize the Mayor, Harry W. Rilling to execute an Agreement between the City of Norwalk and Stantec for Preliminary Design and Grant Support Services for the Norwalk River Valley Trail Wil-Walk Spur, planned to run underneath Grist Mill Road to Glover Avenue, in an amount not to exceed \$22,000.

Account: 0924 3750 5777 C0777

7. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Berry, Dunn, McNeil & Parker, LLC for software project management consulting services in an amount not to exceed \$150,000.

Account: 13-700-013-13500-0000-5796-AEC15

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

EFFECTIVE DATE OF ACTION (if applicable):

Sabrina Godeski

Signature of Person Making Request

Please fill in all blanks and note if an item is not applicable.

Amended 4/13/84

TO: Members of the Economic and Community Development Committee of the Common Council

FROM: Staff of the Norwalk Redevelopment Agency

RE: 2024 Neighborhood Assistance Act Program (NAA)

DATE: May 23, 2024

The Connecticut Neighborhood Assistance Act Program (NAA) provides a corporation business tax credit to businesses who make cash contributions to qualifying community programs conducted by tax exempt or municipal agencies. The tax credit earned is equal to 60% of a business' approved contribution to specific programs or 100% in the case of certain energy conservation programs.

On behalf of the City of Norwalk, the Norwalk Redevelopment Agency announced the 2024 open application period and collected applications. Norwalk Redevelopment Agency received nine (9) applications for Connecticut's 2024 NAA program. Accompanying this memo is an electronic binder showcasing the NAA applications.

Please note:

- This is not a Norwalk grants program and none of the funds involved are controlled by the City of Norwalk.
- The City's role is one of acknowledging the existence of the non-profits, their proposed services to the community and their stated needs to the state and corporate seekers of tax credit opportunities.
- Application review and award of tax credits is carried out by Connecticut Department of Revenue Services.

Following a public hearing which will be held during the June 6, 2024 Economic and Community Development Committee meeting and under statute, the non-profit, tax-exempt organizations with 501(c)3 status must be referred by the local legislative body where their service is performed. Note: Applicants will not give presentations on their NAA applications. Following the public hearing, the Economic and Community Development Committee is asked to advance to the Common Council any or all of the applications received. The full applications are included and posted here: <https://www.norwalkct.gov/DocumentCenter/View/33398/Norwalk-Applications-For-Neighborhood-Assistance-Act-2024>

REQUESTED ACTION:

1. Advance the applications submitted to the 2024 Connecticut Neighborhood Assistance Act program to the Common Council for their approval at the June 11, 2024 Common Council meeting for inclusion in the 2024 Connecticut Neighborhood Assistance Act program.

NEIGHBORHOOD ASSISTANCE ACT TAX CREDIT PROGRAM 2024

APPLICATIONS

Administered by Norwalk Redevelopment Agency on behalf of the City of Norwalk



TABLE OF CONTENTS

List of applicants and amounts requested

Applications submitted

1. **Jr Achievement of Greater Fairfield County –**
Junior Achievement's Financial Literacy & Work Readiness Programs for Norwalk Youth (\$35,000)
2. **Malta House, Inc. –**
Malta House (\$150,000)
3. **Norwalk Congregate Homes for the Elderly, Inc., dba Broad River Homes –**
Modernization of HVAC System (\$50,000)
4. **Norwalk River Rowing Association –**
Norwalk River Rowing New Safety Launch for Youth Program (\$125,000)
5. **Star, Lighting the Way –**
Boiler Replacement at STAR Headquarters serving people with disabilities (\$150,000)
6. **The Maritime Aquarium at Norwalk –**
Solar Panels (\$150,000)
7. **The Open Door Shelter, dba Open Doors –**
Berkeley Street Energy Conservation Initiative (\$150,000)
8. **Under One Roof/The Marvin –**
WiseWatts: The Marvin's Residents Saving Initiative (\$148,060)
9. **Waveny LifeCare Network, Inc. –**
Waveny LifeCare Network Kathleen M. Fruin RN, Certified Nursing Aide School (\$93,053.00)

**JUNIOR ACHIEVEMENT OF
GREATER FAIRFIELD COUNTY**



Municipality: Norwalk

Form NAA-01

2024 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

Part I — General Information

Name of tax exempt organization/municipal agency: _____
Junior Achievement of Greater Fairfield County, Inc.

Address: 835 Main Street, Bridgeport, CT 06604

Federal Employer Identification Number: 06-0644315

Program title: Junior Achievement's Financial Literacy & Work Readiness Programs for Norwalk Youth

Name of contact person: Laura Stern

Telephone number: (203) 382-0180

Email address: lstern@jagfc.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 35,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

☒ Yes ☐ No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

Part II — Program Information

Check the appropriate description of your program:

100% credit percentage

- ☐ Energy conservation; **or**
☐ Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

60% credit percentage

- ☐ Job training/education for unemployed persons aged 50 or over;
☐ Job training/education for persons with physical disabilities;
☐ Program serving low-income persons;
☐ Child care services;
☐ Establishment of a child day care facility;
☐ Open space acquisition fund; **or**
☒ Other (specify): Supplemental financial literacy and work readiness programs

Description of program: _____

Junior Achievement (JA) is dedicated to inspiring and preparing young people with the knowledge and skills they need to succeed in a global economy. JA's programs for young people focus on three pathways: financial literacy, work and career readiness, and entrepreneurship. Through relevant and innovative programs taught by volunteer role models, Junior Achievement is the bridge from education to workforce, which ultimately promotes financial stability and economic mobility. Program content is customized to meet local needs while being aligned with state and national academic standards. JA's programs are provided for free to participants.

Need for program: _____

JA programs are vital for our youth, especially those in under-resourced schools and communities. Norwalk publishes its student population data as 50.4% low income, 8% higher than the state average (as measured by eligibility for free or reduced-price meals), and minority school population of 76.7%. Our goal is to help students learn essential skills that will enable their professional and financial success. By developing these skills, JA helps young people believe in themselves and to do the work to build their own successful futures.

Neighborhood area to be served: _____

The Norwalk school population in grades K through 12, as well as young adults ages 18-25.

Plan to implement the program: _____

JA engages volunteers from the business community and community at-large to deliver our curricula while sharing their own career and life experiences with students. Our programs are grade-level appropriate and follow the common core curriculum. Our Program team will conduct community outreach and recruit volunteers; provide training to volunteers and orientations to educators prior to program delivery; coordinate program materials; finalize volunteer schedules; and oversee tracking and evaluation.

Timetable:Program start date: 07/01/2024

MM - DD - YYYY

Program completion date: 06/30/2025

MM - DD - YYYY

Post-project audit due date: _____

MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.

Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

Part III — Financial Information**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

Sources of Revenue:

NAA funds requested \$35,000.00

Other funding sources - itemized sources:

a) Corporate, foundations, individual gifts, organizations \$58,824.00

b) Special event revenue \$1,329.51

c) _____

d) _____

Total Funding: \$95,153.51

Proposed Program Expenditures:

Direct operating expenses - itemized description:

a) Salaries, benefits, payroll taxes \$63,500.51

b) Program materials and supplies \$2,427.26

c) Travel, mileage, training \$557.28

d) Scholarships, awards, recognition \$309.60

Administrative expenses - itemized description:

a) Insurance, License fees \$9,600.63

b) Overhead - rent, utilities, equipment \$1,933.14

c) Operating costs - IT, telephone, office supplies, postage/frgt \$14,317.33

d) Marketing & development, staff & board development \$2,507.76

Total Proposed Expenditures: \$95,153.51

Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program:	_____
	Norwalk Redevelopment Agency
Mailing address:	3 Belden Avenue, Norwalk, CT 06850

Name of municipal liaison:	Katie O'Leary
Telephone number:	203-854-7810
Fax number:	_____
Email address:	koleary@norwalkct.org

Post-Project Audit Is a post-project audit required for this proposal? ☐ Yes ☐ No If Yes, date post-project audit due: _____ Date
--

Form **990**Department of the Treasury
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022**Open to Public
Inspection**

A For the 2022 calendar year, or tax year beginning 07/01/2022 and ending 06/30/2023																																								
B Check if applicable:	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">C Name of organization JUNIOR ACHIEVEMENT OF GREATER FAIRFIELD COUNTY, INC.</td> <td>D Employer identification number</td> </tr> <tr> <td colspan="2">Doing business as</td> <td>06-0644315</td> </tr> <tr> <td>Address change</td> <td>Number and street (or P.O. box if mail is not delivered to street address)</td> <td>E Telephone number</td> </tr> <tr> <td>Name change</td> <td>Room/suite</td> <td>(203) 382-0180</td> </tr> <tr> <td>Initial return</td> <td>835 MAIN ST</td> <td>G Gross receipts \$</td> </tr> <tr> <td>Final return/terminated</td> <td>City or town, state or province, country, and ZIP or foreign postal code</td> <td>1,659,038.</td> </tr> <tr> <td>Amended return</td> <td>BRIDGEPORT, CT 06604</td> <td></td> </tr> <tr> <td>Application pending</td> <td>F Name and address of principal officer: BERNADINE VENDITTO</td> <td>H(a) Is this a group return for subordinates? ☐ Yes ☒ No</td> </tr> <tr> <td></td> <td>835 MAIN ST, BRIDGEPORT, CT 06604</td> <td>H(b) Are all subordinates included? ☐ Yes ☐ No</td> </tr> <tr> <td></td> <td></td> <td>If "No," attach a list. See instructions.</td> </tr> <tr> <td>I Tax-exempt status:</td> <td>☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527</td> <td>H(c) Group exemption number</td> </tr> <tr> <td>J Website:</td> <td colspan="2">WWW.JAGFC.ORG</td> </tr> <tr> <td>K Form of organization:</td> <td>☒ Corporation ☐ Trust ☐ Association ☐ Other</td> <td>L Year of formation: 1950 M State of legal domicile: CT</td> </tr> </table>	C Name of organization JUNIOR ACHIEVEMENT OF GREATER FAIRFIELD COUNTY, INC.		D Employer identification number	Doing business as		06-0644315	Address change	Number and street (or P.O. box if mail is not delivered to street address)	E Telephone number	Name change	Room/suite	(203) 382-0180	Initial return	835 MAIN ST	G Gross receipts \$	Final return/terminated	City or town, state or province, country, and ZIP or foreign postal code	1,659,038.	Amended return	BRIDGEPORT, CT 06604		Application pending	F Name and address of principal officer: BERNADINE VENDITTO	H(a) Is this a group return for subordinates? ☐ Yes ☒ No		835 MAIN ST, BRIDGEPORT, CT 06604	H(b) Are all subordinates included? ☐ Yes ☐ No			If "No," attach a list. See instructions.	I Tax-exempt status:	☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527	H(c) Group exemption number	J Website:	WWW.JAGFC.ORG		K Form of organization:	☒ Corporation ☐ Trust ☐ Association ☐ Other	L Year of formation: 1950 M State of legal domicile: CT
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K Form of organization:	☒ Corporation ☐ Trust ☐ Association ☐ Other	L Year of formation: 1950 M State of legal domicile: CT																																						

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: JUNIOR ACHIEVEMENT INSPIRES AND PREPARES YOUNG PEOPLE TO SUCCEED IN A GLOBAL ECONOMY.
	2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.
	3 Number of voting members of the governing body (Part VI, line 1a) 3 22
	4 Number of independent voting members of the governing body (Part VI, line 1b) 4 22
	5 Total number of individuals employed in calendar year 2022 (Part V, line 2a) 5 9
	6 Total number of volunteers (estimate if necessary) 6 460
	7a Total unrelated business revenue from Part VIII, column (C), line 12 7a
b Net unrelated business taxable income from Form 990-T, Part I, line 11 7b	
Revenue	8 Contributions and grants (Part VIII, line 1h) 878,337. 850,081.
	9 Program service revenue (Part VIII, line 2g) NONE NONE
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d) 1,998. 15,018.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) 416,285. 465,510.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12) 1,296,620. 1,330,609.
	Expenses
14 Benefits paid to or for members (Part IX, column (A), line 4) NONE NONE	
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10) 859,280. 814,942.	
16a Professional fundraising fees (Part IX, column (A), line 11e) NONE NONE	
b Total fundraising expenses (Part IX, column (D), line 25) 68,706.	
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e) 421,788. 476,289.	
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25) 1,281,368. 1,292,981.	
19 Revenue less expenses. Subtract line 18 from line 12 15,252. 37,628.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16) 1,604,677. 1,669,873.
	21 Total liabilities (Part X, line 26) 547,731. 576,947.
	22 Net assets or fund balances. Subtract line 21 from line 20. 1,056,946. 1,092,926.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer		Date		
	BERNADINE VENDITTO		11/09/2023		
	Type or print name and title		PRESIDENT		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
	BRIAN C WHITE		11/09/2023		P00058320
	Firm's name	Firm's EIN		Firm's address	
	NANAVATY DAVENPORT STUDLEY WHITE	06-1402749		123 SOUTH MAIN ST., SUITE 140 NEWTOWN, CT 06470	
	Firm's address	Phone no.			
	123 SOUTH MAIN ST., SUITE 140 NEWTOWN, CT 06470	203-426-8500			

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Form **990** (2022)

Malta House, Inc.



Municipality: Norwalk

Form NAA-01
2024 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

Part I — General Information

Name of tax exempt organization/municipal agency: _____
Malta House Inc.

Address: 139 West Rocks Road, Norwalk, CT 06851

Federal Employer Identification Number: 06-1604710

Program title: Malta House

Name of contact person: Danielle LeBrando

Telephone number: (203) 857-0088

Email address: dlebrando@maltahouse.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

☒ Yes ☐ No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

Part II — Program Information

Check the appropriate description of your program:

100% credit percentage

- ☐ Energy conservation; **or**
☐ Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

60% credit percentage

- ☐ Job training/education for unemployed persons aged 50 or over;
☐ Job training/education for persons with physical disabilities;
☒ Program serving low-income persons;
☐ Child care services;
☐ Establishment of a child day care facility;
☐ Open space acquisition fund; **or**
☐ Other (specify): _____

Description of program: _____

In 2024, Malta House is embarking on a unique initiative, expanding its in-house educational and workforce development services to create the only transitional housing program in Connecticut offering such comprehensive and extensive programming. This innovative approach, aimed at breaking the cycle of generational poverty, is set to bring about sustainable change for homeless families and their children in Fairfield County. The Malta House Bridge to Independence Program (MHBTI) is not just a workforce development program, it's a comprehensive education model.

Need for program: _____

It takes a holistic approach to address barriers that prevent single mothers and their babies from receiving quality healthcare, securing quality jobs, and reaching their full potential. The need is especially high among Black and Latino mothers who face greater barriers to healthcare and economic equity. The staff of Malta House takes a deeper look at what makes a person truly impoverished, recognizing that growing up with very few financial resources is not necessarily the same as being poor. True poverty is a lack of resources, and money is just one of those resources. A person can suddenly come into money and become poor again quickly if they haven't built the other resources.

Neighborhood area to be served: _____

Malta House serves pregnant and parenting homeless or at risk of being homeless and their children from all over CT. As one of the only transitional residential homes in CT, many providers across the state recommend their clients to Malta House to begin the necessary steps to independence. In addition to the MHBI program, Malta House prides itself on being a Residential Program that tailors the program to where every mom enters. We know that with homelessness comes trauma, and with trauma comes barriers that, without treatment and support, a mom may not be able to take the following steps toward independence. Every mom is met where she is and supported to be the best version of herself possible. 

Plan to implement the program: _____

Malta House has already begun taking the necessary steps to implement the new aspects of the Residential Program. In addition to the steps already taken, which include adopting the base educational pieces with our current moms, Malta House has begun to identify community partners and professionals who can enhance the academic components and the opportunities for our moms to network with business professionals in the community.

Timetable:Program start date: 07/01/2024

MM - DD - YYYY

Program completion date: 06/30/2025

MM - DD - YYYY

Post-project audit due date: 11/15/2025

MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.

Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

Part III — Financial Information**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

Sources of Revenue:

NAA funds requested \$150,000.00

Other funding sources - itemized sources:

a) General Contributions \$1,046,437.00

b) Grants \$365,990.00

c) Fundraising Events \$495,000.00

d) Other - Program Revenue \$12,000.00

Total Funding: \$1,919,487.00

Proposed Program Expenditures:

Direct operating expenses - itemized description:

a) Residential Service Expenses \$35,000.00

b) Malta House Bridge to Independance \$15,000.00

c) _____

d) _____

Administrative expenses - itemized description:

a) Salary/Wages \$100,000.00

b) _____

c) _____

d) _____

Total Proposed Expenditures: \$150,000.00

Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program:	_____
	Norwalk Redevelopment Agency
Mailing address:	_____
	3 Belden Avenue, Norwalk, CT 06854
Name of municipal liaison:	Katie O'Leary
Telephone number:	203-854-7810
Fax number:	_____
Email address:	koleary@norwalkct.gov

Post-Project Audit Is a post-project audit required for this proposal? ☐ Yes ☐ No If Yes, date post-project audit due: _____ Date
--

Form **990**

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022
Open to Public Inspection
Department of the Treasury
Internal Revenue Service**A** For the 2022 calendar year, or tax year beginning **07/01/22**, and ending **06/30/23****B** Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization**MALTA HOUSE INC.**

Doing business as

Number and street (or P.O. box if mail is not delivered to street address)

139 WEST ROCKS ROAD

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

NORWALK**CT 06851****D** Employer identification number**06-1604710****E** Telephone number**203-857-0088****G** Gross receipts \$ **1,752,098****F** Name and address of principal officer:**DANIEL KRENICKI****139 WEST ROCKS ROAD****NORWALK****CT 06851****H(a)** Is this a group return for subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: **MALTAHOUSE.ORG****H(c)** Group exemption number**K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other**L** Year of formation: **2001****M** State of legal domicile: **CT****Part I Summary**

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: SEE SCHEDULE O		
	2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	16
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	16
	5 Total number of individuals employed in calendar year 2022 (Part V, line 2a)	5	31
	6 Total number of volunteers (estimate if necessary)	6	109
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
7b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	1,408,679	1,724,855
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	4,465	6,255
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	429	87
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	-141,609	-90,601
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	1,271,964	1,640,596
	14 Benefits paid to or for members (Part IX, column (A), line 4)		0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		0
	16a Professional fundraising fees (Part IX, column (A), line 11e)	809,540	1,053,804
	b Total fundraising expenses (Part IX, column (D), line 25)		0
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	181,909	
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	811,799	1,124,719
Net Assets or Fund Balances	19 Revenue less expenses. Subtract line 18 from line 12	1,621,339	2,178,523
	20 Total assets (Part X, line 16)	-349,375	-537,927
	21 Total liabilities (Part X, line 26)	Beginning of Current Year	End of Year
	22 Net assets or fund balances. Subtract line 21 from line 20	6,386,416	6,552,491

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer

Date

DANIEL KRENICKI**TREASURER**

Type or print name and title

Paid

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if PTIN**AMBER D. TUCKER****AMBER D. TUCKER****11/13/23**

self-employed

P01593305**Preparer**

Firm's name

FIONDELLA, MILONE & LASARACINA, LLP

Firm's EIN

06-1648707**Use Only**

Firm's address

**300 WINDING BROOK DR STE 1
GLASTONBURY, CT 06033**

Phone no.

860-657-3651

May the IRS discuss this return with the preparer shown above? See instructions

☐ Yes☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Form **990** (2022)

DAA

Norwalk Congregate Homes for the Elderly, Inc.
dba Broad River Homes



Municipality: NORWALK

Form NAA-01
2024 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

Part I — General Information

Name of tax exempt organization/municipal agency: _____
Norwalk Congregate Homes for the Elderly, Inc. (dba Broad River Homes)

Address: 108 New Canaan Ave. Norwalk, CT 06850

Federal Employer Identification Number: 06-1019968

Program title: Modernization of HVAC Systems

Name of contact person: Gerry Stuhlman

Telephone number: (646) 592-0215

Email address: broadriver@ehmchm.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 50,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

☒ Yes ☐ No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

Part II — Program Information

Check the appropriate description of your program:

100% credit percentage

- ☒ Energy conservation; **or**
☐ Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

60% credit percentage

- ☐ Job training/education for unemployed persons aged 50 or over;
☐ Job training/education for persons with physical disabilities;
☐ Program serving low-income persons;
☐ Child care services;
☐ Establishment of a child day care facility;
☐ Open space acquisition fund; **or**
☐ Other (specify): _____

Description of program: _____

Broad River Homes is now celebrating our 40th year of providing homes and vibrant Community living for low-income Seniors & Disabled folks. Our site occupies a large building which had housed an elementary school since 1925. We lease 48 apartments with a 49th apartment occupied by our wonderful live-in Super. We serve 2 meals each day - every day. We have over 120 folks on our Waiting List. This project addresses the need to continue to modernize our HVAC systems. Our fuel is currently oil. A big part of this comprehensive project is to convert to natural gas.

Need for program: _____

Seeking greater efficiencies in the burning of fuels, together with the development and pursuit of renewable energies is one of the challenges of our time. On average we burn approximately 13,500 gallons of oil annually. We have a 4,000 gallon tank in the ground which we will be pulling/abandoning. We now have gas in our building. A gas line was run into our building as part of a major gas line expansion in this neighborhood. So we are very excited to be replacing our very inefficient boilers and related equipment with the latest highly efficient technologies.

Neighborhood area to be served: _____

We are in the Broad River neighborhood of Norwalk, but our tenants move here from many different towns.

Plan to implement the program: _____

We would anticipate receipt of NAA donations during December, 2024. This will be a multi-step process beginning with the substantial extension of our new gas line. The 2-3 week job of replacing the boilers and related pumps etc. will take place during the summer months when there is not a need for heat in the building.

Timetable:Program start date: 07/15/2024
MM - DD - YYYYProgram completion date: 08/30/2025
MM - DD - YYYYPost-project audit due date: 10/30/2025
MM - DD - YYYY**The program start date must not be more than two years prior to the program completion date.****Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.****Part III — Financial Information****Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

Sources of Revenue:

NAA funds requested	<u>\$50,000.00</u>
Other funding sources - itemized sources:	
a) <u>Replacement Reserves in Place</u>	<u>\$206,900.00</u>
b) <u>In-Kind Personnel Services</u>	<u>\$1,100.00</u>
c) _____	_____
d) _____	_____

Total Funding:	<u>\$258,000.00</u>
-----------------------	---------------------

Proposed Program Expenditures:

Direct operating expenses - itemized description:	
a) <u>Anticipated contract with HVAC contractors</u>	<u>\$245,000.00</u>
b) <u>Anticipated contract for removal of 4,000 gal oil tank</u>	<u>\$12,000.00</u>
c) _____	_____
d) _____	_____
Administrative expenses - itemized description:	
a) <u>In-kind on-site Manager supervision of project</u>	<u>\$500.00</u>
b) <u>In-kind on-site Superintendent supervision of project</u>	<u>\$500.00</u>
c) _____	_____
d) _____	_____

Total Proposed Expenditures:	<u>\$258,000.00</u>
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Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program:	_____
	Norwalk Redevelopment Agency
Mailing address:	3 Belden Avenue, Norwalk, CT 06850

Name of municipal liaison:	Katie O'Leary
Telephone number:	203-854-7810
Fax number:	_____
Email address:	koleary@norwalkct.gov

Post-Project Audit Is a post-project audit required for this proposal? ☐ Yes ☐ No If Yes, date post-project audit due: _____ Date
--

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022
Open to Public
Inspection
A For the 2022 calendar year, or tax year beginning **1/01/22**, and ending **10/31/23**

B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending	C Name of organization NORWALK CONGREGATE HOMES FOR THE ELDERLY, INC.		D Employer identification number 06-1019968
	Doing business as BROAD RIVER HOMES		E Telephone number 203-230-4809
	Number and street (or P.O. box if mail is not delivered to street address) C/OEHM 127 WASHINGTON AVE 5 FL EAST		
	City or town, state or province, country, and ZIP or foreign postal code NORTH HAVEN CT 06473-1715		G Gross receipts \$ 1,473,883
	F Name and address of principal officer: CHRISTOPHER JARBOE 71 AIKEN STREET NORWALK CT 06851		
I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527		H(a) Is this a group return for subordinates? ☐ Yes ☒ No H(b) Are all subordinates included? ☐ Yes ☐ No If "No," attach a list. See instructions	
J Website: N/A		H(c) Group exemption number	
K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other		L Year of formation: 1980	M State of legal domicile: CT

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: THE CORPORATION OWNS AND OPERATES A 49 UNIT HUD SUBSIDIZED LOW INOCME ELDERLY HOUSING PROJECT.		
	2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	9
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	9
	5 Total number of individuals employed in calendar year 2022 (Part V, line 2a)	5	0
	6 Total number of volunteers (estimate if necessary)	6	9
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	149,746	110,920
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	1,313,143	1,350,050
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	17,363	12,913
	12 Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,480,252	1,473,883
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)		0
	14 Benefits paid to or for members (Part IX, column (A), line 4)		0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	360,150	317,898
	16a Professional fundraising fees (Part IX, column (A), line 11e)		0
	b Total fundraising expenses (Part IX, column (D), line 25)	0	
Net Assets or Fund Balances	17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	935,240	948,708
	18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	1,295,390	1,266,606
	19 Revenue less expenses. Subtract line 18 from line 12	184,862	207,277
	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	2,446,405	2,473,816
22 Net assets or fund balances. Subtract line 21 from line 20	1,741,656	1,657,817	
		704,749	815,999

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

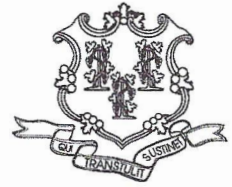
Sign Here	Signature of officer		Date	
	CHRISTOPHER JARBOE		PRESIDENT	
Paid Preparer Use Only	Print/Type preparer's name		Preparer's signature	Date
	WILLIAM B. BEALE			02/09/24
	Firm's name		Firm's EIN	PTIN
	MADDOX & ASSOCIATES, APC		72-1314069	P00437323
	Firm's address		Phone no.	
	5627 BANKERS AVE BLDG 2		225-926-3360	
	BATON ROUGE, LA 70808-2610			

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Form **990** (2022)

Norwalk River Rowing Association



Municipality: Norwalk

Form NAA-01
2024 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

Part I — General Information

Name of tax exempt organization/municipal agency: _____
Norwalk River Rowing Association

Address: 1 Moodys Lane
Norwalk, CT. 06851

Federal Employer Identification Number: 22-3273115

Program title: Norwalk River Rowing New Safety Launch for Youth Rowing program

Name of contact person: Norman Weinberger

Telephone number: (203) 866-0080

Email address: NRRAfundraising@gmail.com

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 125,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

☒ Yes ☐ No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

Part II — Program Information

Check the appropriate description of your program:

100% credit percentage

- ☐ Energy conservation; **or**
☐ Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

60% credit percentage

- ☐ Job training/education for unemployed persons aged 50 or over;
☐ Job training/education for persons with physical disabilities;
☒ Program serving low-income persons;
☐ Child care services;
☐ Establishment of a child day care facility;
☐ Open space acquisition fund; **or**
☐ Other (specify): _____

Description of program: _____

NRRA is a 501(c)3 non profit organization promoting a lifelong passion for the sport of rowing-regardless of age or income. We offer multiple programs that teach respect, discipline, team work and commitment. We are focused on the well-being and safety of our rowers. We support local outreach for youth rowers.

Need for program: _____

Our rowing program is a cornerstone of our community, providing invaluable opportunities for physical activity, teamwork, and personal growth. After the recent scare in Westport with the Saugatuck Rowing clubs boats capsizing and sinking, we strive to enhance safety standards at our own club, we recognize the urgent need for new launches to support our activities on the water. Safety is paramount in all aspects of our program, and having reliable, well-equipped launches is essential for ensuring the well-being of our participants. Our current fleet of launches is aging, with several experiencing mechanical issues that compromise their effectiveness in monitoring and supervising rowing activities.(continued)

Neighborhood area to be served: _____

Fairfield County and surrounding areas.

Plan to implement the program: _____

The rowing program is currently in place. We need financial assistance to purchase 5 new safety launches at \$25,000 each, to ensure the well-being of our rowers. The new safety launches will also allow us to expand and evolve our current program and accomodate a growing number of participants from diverse backgrounds.

Timetable:Program start date: 06/17/2024

MM - DD - YYYY

Program completion date: 06/17/2025

MM - DD - YYYY

Post-project audit due date: 09/17/2025

MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.

Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

Part III — Financial Information**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

Sources of Revenue:NAA funds requested \$125,000.00

Other funding sources - itemized sources:

a) see attached

b) _____

c) _____

d) _____

Total Funding: \$765,000.00**Proposed Program Expenditures:**

Direct operating expenses - itemized description:

a) see attached

b) _____

c) _____

d) _____

Administrative expenses - itemized description:

a) see attached

b) _____

c) _____

d) _____

Total Proposed Expenditures: \$765,000.00

Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: _____

Norwalk Redevelopment Agency

Mailing address: 3 Belden Avenue, Norwalk, CT 06850

Name of municipal liaison: Katie O'Leary

Telephone number: 203-854-7810

Fax number: _____

Email address: koleary@norwalkct.gov

Post-Project Audit

Is a post-project audit required for this proposal?

☐ Yes

☐ No

If **Yes**, date post-project audit due:

Date

(Need for program continued)

By acquiring new launches, equipped with the latest safety features and technology, we can significantly mitigate risks associated with on-water activities. These launches will serve as vital support vessels, enabling our coaching staff to closely monitor rowers, provide immediate assistance in case of emergencies, and ensure compliance with safety protocols.

Moreover, the acquisition of new launches will facilitate the expansion of our program, allowing us to accommodate a growing number of participants from diverse backgrounds. This expansion aligns with our commitment to inclusivity and accessibility, ensuring that more individuals have the opportunity to experience the benefits of rowing in a safe and supportive environment.

In summary, this grant need for new launches is crucial for enhancing safety standards, supporting program growth, and fostering a positive and inclusive rowing community. With your support, we can continue to empower individuals through the transformative power of rowing while prioritizing their safety and well-being on the water.

Norwalk River Rowing Association
 Budget
 2024

Youth Program Fees (Net of Collection Costs)

Small Dollar Individual Donations and Grants
 Equipment and Other Fundraising
 Scholarships Fundraising

Rental of Boathouse Space

Total Revenue

Insurance

Coach/Staff Costs

Regatta Expenses

Mortgage Service

Condo Fees

Office Rent

Maintenance Costs

Launches
 Shells/Routine
 Shells/Refurbishment

Shell Rentals

Regatta Central Fees

Utilities

Audit/Tax Prep

Other Expenses

Gas (Launches)
 Winter Facility
 Advertising
 Other Expenses

Total Other Expenses

Capital Expenditures

Settlement of 2022 Shell Purchase
 Other Equipment Purchases

485,000

35,000
 60,000

60,000

640,000

-20,000

-315,000

-92,500

-50,000

-33,000

-5,000

-10,000

-7,500
 -15,000

-5,000

-6,000

-13,000

-10,000

-20,000
 -4,000
 -4,000
 -5,000

-33,000

-15,000
 -10,000

Launch Replacement
Total Capital Expenditures

-125,000

-150,000

Total Expenses

-765,000

Net Surplus/Deficit

-125,000

Form **990**

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Department of the Treasury

For the 2022 calendar year, or tax year beginning 01-01-2022, and ending 12-31-2022

- B** Check if applicable:
- ☐ Address change
 - ☐ Name change
 - ☐ Initial return
 - ☐ Final return/terminated
 - ☐ Amended return
 - ☐ Application pending

C Name of organization
NORWALK RIVER ROWING ASSOCIATION

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) Room/suite
ONE MOODYS LANE

City or town, state or province, country, and ZIP or foreign postal code
NORWALK, CT 06851

D Employer identification number

22-3273115

E Telephone number

(203) 866-0080

G Gross receipts \$ 764,708

F Name and address of principal officer:

NORMAN WEINBERGER

H(a) Is this a group return for subordinates?

☐ Yes ☒ No

H(b) Are all subordinates included?

☐ Yes ☐ No

If "No," attach a list. See instructions.

H(c) Group exemption number

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: WWW.NORWALKROWING.COM

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Year of formation: 1986

M State of legal domicile: CT

Part I Summary

1 Briefly describe the organization's mission or most significant activities:

TO PROVIDE EDUCATIONAL AND TECHNICAL SUPPORT IN AMATEUR ROWING PROGRAMS FOR YOUTHS AND ADULTS IN THE LOCAL AND IMMEDIATELY SURROUNDING AREAS OF NORWALK, CONNECTICUT.

2 Check this box ☐

3 Number of voting members of the governing body (Part VI, line 1a)

3 9

4 Number of independent voting members of the governing body (Part VI, line 1b)

4 9

5 Total number of individuals employed in calendar year 2022 (Part V, line 2a)

5 25

6 Total number of volunteers (estimate if necessary)

6

7a Total unrelated business revenue from Part VIII, column (C), line 12

7a 0

b Net unrelated business taxable income from Form 990-T, Part I, line 11

7b

Activities & Governance

Revenue

8 Contributions and grants (Part VIII, line 1h)

Prior Year

Current Year

88,494

9 Program service revenue (Part VIII, line 2g)

673,589

10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)

0

11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)

2,625

12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)

764,708

Expenses

13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)

0

14 Benefits paid to or for members (Part IX, column (A), line 4)

0

15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)

356,092

16a Professional fundraising fees (Part IX, column (A), line 11e)

0

b Total fundraising expenses (Part IX, column (D), line 25) 9,733

17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)

457,130

18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)

813,222

19 Revenue less expenses. Subtract line 18 from line 12

-48,514

Net Assets or Fund Balances

20 Total assets (Part X, line 16)

Beginning of Current Year

End of Year

973,730

868,534

21 Total liabilities (Part X, line 26)

598,729

542,047

22 Net assets or fund balances. Subtract line 21 from line 20

375,001

326,487

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer

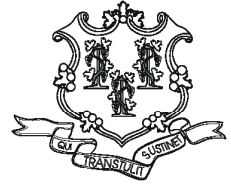
2023-05-12

Date

Sign Here

NORMAN WEINBERGER CHAIRMAN

STAR, Inc. -- Lighting the Way



Municipality: Norwalk, CT

Form NAA-01
2024 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

Part I — General Information

Name of tax exempt organization/municipal agency: _____
STAR, Inc., Lighting the Way...

Address: 182 Wolfpit Avenue, Norwalk, CT 06851

Federal Employer Identification Number: 06-0726489

Program title: Boiler Replacement at STAR Headquarters serving people with disabilities

Name of contact person: Peter C. Saverine

Telephone number: (203) 846-9581

Email address: psaverine@starct.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

☒ Yes ☐ No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

Part II — Program Information

Check the appropriate description of your program:

100% credit percentage

- ☒ Energy conservation; **or**
☐ Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

60% credit percentage

- ☐ Job training/education for unemployed persons aged 50 or over;
☐ Job training/education for persons with physical disabilities;
☐ Program serving low-income persons;
☐ Child care services;
☐ Establishment of a child day care facility;
☐ Open space acquisition fund; **or**
☐ Other (specify): _____

Description of program: _____

Replace original (circa 1970's) oil/hot water boilers with two, high-efficiency gas-fired hot water heating boilers for greater efficiency and energy-savings to ensure the safety and comfort of over 300 participants with intellectual and developmental disabilities, staff, and visitors who utilize STAR headquarters daily.

Need for program: _____

The project would upgrade heating of the main areas in the center serving adult and senior day programs, nurses station, handicapped accessible bathrooms and changing rooms, and offices. The current system with only a 65% thermal efficiency will be replaced with units that have a 95% thermal efficiency, lowering the cost per therm from \$4.20 to \$3.00 and reducing annual operating costs 34% from \$25,782 to \$8,798. Annual fuel cost savings projected at \$16,984. The two units work in tandem to communicate on heating demand to ultimately reduce boiler cycling and wear and tear, for added savings along with their warranties. Result would be uninterrupted comfort, health, and safety of occupants and continuity of day programs.

Neighborhood area to be served: _____

STAR is headquartered at 182 Wolfpit Avenue, Norwalk, CT and serves people of all ages who have intellectual and developmental disabilities (Down syndrome, autism, cerebral palsy, etc.) and their families in greater Norwalk since 1952. STAR has six group homes in Norwalk, multiple apartment/condo units, and other residential properties in neighboring towns. STAR Headquarters is home to adult and senior day service options for over 300 individuals along with accompanying staff, administration, and visitors. All clients served qualify as low-income and are funded by Medicaid and CT Dept. of Developmental Services (DDS). STAR was founded by local parents in Norwalk and surrounding towns to serve our neighbors with IDD. The building was

Plan to implement the program: _____

STAR Director of Operations and Executive Director work with architects and professional heating experts to formulate a customized plan to improve the cost, efficiency, and reliability of the heating system. Original estimates anticipate that all work done under this project would adhere to local permit and building standards. In any instance requiring permits, (i.e. electrical, plumbing, etc.) STAR will engage a certified professional who will comply with town building regulations and ordinances. In conjunction with STAR's maintenance team, STAR will select an appropriate subcontractor to order and install the appropriate system. Project will commence upon approval and subject to availability of supplies and external weather factors that may come in

Timetable:

Program start date: 07/12/2024
MM - DD - YYYY

Program completion date: 06/30/2025
MM - DD - YYYY

Post-project audit due date: 09/30/2025
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.

Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

Part III — Financial Information**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

Sources of Revenue:

NAA funds requested \$150,000.00

Other funding sources - itemized sources:

a) STAR Operating Account \$11,127.00

b) STAR Fundraising General \$10,000.00

c) _____

d) _____

Total Funding: \$171,127.00

Proposed Program Expenditures:

Direct operating expenses - itemized description:

a) Boiler system disconnect, install, misc. per estimate from \$171,127.00

b) Reputable contractor _____

c) _____

d) _____

Administrative expenses - itemized description:

a) n/a _____

b) _____

c) _____

d) _____

Total Proposed Expenditures: \$171,127.00

Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program:	_____
	Norwalk Redevelopment Agency
Mailing address:	3 Belden Avenue, Norwalk, CT 06854

Name of municipal liaison:	Katie O'Leary
Telephone number:	203-854-7810
Fax number:	_____
Email address:	koleary@norwalkct.gov

Post-Project Audit Is a post-project audit required for this proposal? ☐ Yes ☐ No If Yes, date post-project audit due: _____ Date
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EXTENDED TO MAY 15, 2023

Form **990**Department of the Treasury
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2021Open to Public
Inspection**A** For the 2021 calendar year, or tax year beginning **JUL 1, 2021** and ending **JUN 30, 2022****B** Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization**STAR, INC. - LIGHTING THE WAY**

Doing business as

Number and street (or P.O. box if mail is not delivered to street address)

182 WOLFPIET AVENUE

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

NORWALK, CT 06851**F** Name and address of principal officer: **KATIE BANZHAF****SAME AS C ABOVE****D** Employer identification number**06-0726489****E** Telephone number**203-846-9581****G** Gross receipts \$ **13,625,148.****H(a)** Is this a group returnfor subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions

H(c) Group exemption number ▶**I** Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: ▶ **WWW.STARINCCT.ORG****K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶**L** Year of formation: **1954** **M** State of legal domicile: **CT****Part I Summary**

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: TO PROVIDE LIVING ARRANGEMENTS AND DAY PROGRAM SERVICES FOR		
	2	Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	Number of voting members of the governing body (Part VI, line 1a)	3 19	
	4	Number of independent voting members of the governing body (Part VI, line 1b)	4 19	
	5	Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5 255	
	6	Total number of volunteers (estimate if necessary)	6 610	
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a 0.	
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b 0.		
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year 3,889,673.	Current Year 489,444.
	9	Program service revenue (Part VIII, line 2g)	12,582,393.	12,560,584.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	16,458.	8,279.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	206,160.	429,694.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	16,694,684.	13,488,001.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	11,110,969.	10,345,989.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 265,332.		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	3,628,916.	3,575,802.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	14,739,885.	13,921,791.
19	Revenue less expenses. Subtract line 18 from line 12	1,954,799.	-433,790.	
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	Beginning of Current Year 10,163,744.	End of Year 9,456,785.
	21	Total liabilities (Part X, line 26)	2,769,554.	2,496,385.
	22	Net assets or fund balances. Subtract line 21 from line 20	7,394,190.	6,960,400.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date			
	KATIE BANZHAF, EXECUTIVE DIRECTOR Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name PAUL BALLASY	Preparer's signature PAUL BALLASY	Date 05/15/23	Check if self-employed ☐	PTIN P00852868
	Firm's name ▶ COHNREZNICK LLP	Firm's EIN ▶ 22-1478099	Phone no. 959-200-7000		
	Firm's address ▶ 350 CHURCH STREET, 12TH FLOOR HARTFORD, CT 06103				

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

The Maritime Aquarium



Municipality: Norwalk

Form NAA-01
2024 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

Part I — General Information

Name of tax exempt organization/municipal agency: _____
The Maritime Aquarium at Norwalk, INC.

Address: 10 N Water Street Norwalk, CT

Federal Employer Identification Number: 06-1062912

Program title: Solar Panels

Name of contact person: Danielle Tranzillo

Telephone number: (203) 852-0700

Email address: dtranzillo@maritimeaquarium.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

☒ Yes ☐ No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

Part II — Program Information

Check the appropriate description of your program:

100% credit percentage

- ☒ Energy conservation; **or**
☐ Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

60% credit percentage

- ☐ Job training/education for unemployed persons aged 50 or over;
☐ Job training/education for persons with physical disabilities;
☐ Program serving low-income persons;
☐ Child care services;
☐ Establishment of a child day care facility;
☐ Open space acquisition fund; **or**
☐ Other (specify): _____

Description of program: _____

The Maritime Aquarium is applying to the State of Connecticut Neighborhood Assistance Tax Credit program under the Energy Conservation category to install rooftop solar power on the Aquarium's buildings. Given the high amount of energy consumed by the Aquarium annually (roughly 3,900,000 KWh), additional solar panels will continue to provide energy offsets for our electrical consumption and reduce our grid reliance.

Need for program: _____

In order to provide world class care the nearly 7,500 animals that call our aquarium home, The Maritime Aquarium at Norwalk relies on our life support systems to operate 24/7/365. Many of our tanks display species native to Long Island Sound, which calls for chilling of the water temperatures of these habitats. This along with general life support filtration systems on all of our habitats this results in a substantial amount of energy consumption. The addition of solar panels to our operations will help impact our pull on the grid and offset some of the energy costs and usage we have throughout the year.

Neighborhood area to be served: _____

The project serves The Maritime Aquarium Building at 10 N Water Street Norwalk, CT 06854

Plan to implement the program: _____

The Aquarium has engaged with one solar firm to discuss preliminary opportunities and locations for additional solar on our building's roof. The process is ongoing as we determine the space available and impact analysis for the project. The intended scope for the future selected contractor will be to install the most solar for the funds available through NAA in calendar year 2025.

Timetable:Program start date: 01/01/2025

MM - DD - YYYY

Program completion date: 12/31/2025

MM - DD - YYYY

Post-project audit due date: 03/31/2026

MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.

Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

Part III — Financial Information**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

Sources of Revenue:NAA funds requested \$150,000.00

Other funding sources - itemized sources:

a) _____

b) _____

c) _____

d) _____

Total Funding: _____**Proposed Program Expenditures:**

Direct operating expenses - itemized description:

a) Solar Power Design and Install \$145,000.00

b) _____

c) _____

d) _____

Administrative expenses - itemized description:

a) Audit \$5,000.00

b) _____

c) _____

d) _____

Total Proposed Expenditures: \$150,000.00

Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program:	_____
	Norwalk Redevelopment Agency
Mailing address:	_____
	3 Belden Avenue, Norwalk, CT 06850
Name of municipal liaison:	Katie O'Leary
Telephone number:	203-854-7810
Fax number:	_____
Email address:	koleary@norwalkct.gov

Post-Project Audit Is a post-project audit required for this proposal? ☒ Yes ☐ No If Yes, date post-project audit due: 3/31-/2026 _____ Date

THE MARITIME AQUARIUM AT NORWALK, INC.

STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2023
WITH SUMMARIZED FINANCIAL INFORMATION FOR 2022

ASSETS

	<u>2023</u>	<u>2022</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 5,121,354	\$ 6,754,219
Accounts receivable, net	148,576	195,331
Grants receivable	316,865	96,514
Facility use contribution receivable	98,013	98,013
Pledges receivable	62,000	32,000
Prepaid expenses and other current assets	<u>49,349</u>	<u>127,012</u>
Total current assets	<u>5,796,157</u>	<u>7,303,089</u>
FIXED ASSETS		
Furniture and equipment, net of accumulated depreciation and amortization of \$23,496,077	<u>8,441,366</u>	<u>9,200,119</u>
NONCURRENT ASSETS		
Investments	10,671,351	6,120,005
Pledges receivable, net	-	16,000
Facility use contribution receivable, net	<u>217,912</u>	<u>263,837</u>
Total noncurrent assets	<u>10,889,263</u>	<u>6,399,842</u>
TOTAL ASSETS	<u>\$ 25,126,786</u>	<u>\$ 22,903,050</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Line of credit	\$ 150,000	\$ 150,000
Accounts payable	682,706	545,726
Accrued expenses and other liabilities	810,065	889,326
Deferred membership revenue	819,801	675,425
Refundable advance	<u>243,086</u>	<u>-</u>
Total current liabilities	<u>2,705,658</u>	<u>2,260,477</u>
NONCURRENT LIABILITIES		
Long-term debt	1,150,000	1,150,000
Long-term line of credit	-	150,000
Advance from The Maritime Aquarium Authority	-	212,418
Payable to escrow agent	<u>-</u>	<u>141,430</u>
Total noncurrent liabilities	<u>1,150,000</u>	<u>1,653,848</u>
Total liabilities	<u>3,855,658</u>	<u>3,914,325</u>
NET ASSETS		
Without donor restrictions	17,175,393	15,047,940
With donor restrictions	<u>4,095,735</u>	<u>3,940,785</u>
Total net assets	<u>21,271,128</u>	<u>18,988,725</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 25,126,786</u>	<u>\$ 22,903,050</u>

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2021

Open to Public
Inspection

A For the 2021 calendar year, or tax year beginning **JUL 1, 2021** and ending **JUN 30, 2022**

B Check if applicable: Address change Name change Initial return Final return/terminated Amended return Application pending	C Name of organization THE MARITIME AQUARIUM AT NORWALK, INC. Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite 10 N WATER ST City or town, state or province, country, and ZIP or foreign postal code NORWALK, CT 06854	D Employer identification number 06-1062912
	E Telephone number 203-852-0700	G Gross receipts \$ 18,841,243.
	H(a) Is this a group return for subordinates? Yes ☒ No H(b) Are all subordinates included? Yes No If "No," attach a list. See instructions	
	H(c) Group exemption number ▶	
I Tax-exempt status: ☒ 501(c)(3) 501(c) () ◀ (insert no.) 4947(a)(1) or 527		
J Website: ▶ WWW.MARITIMEAQUARIUM.ORG		
K Form of organization: ☒ Corporation Trust Association Other ▶		L Year of formation: 1985
M State of legal domicile: CT		

Part I Summary

1	Briefly describe the organization's mission or most significant activities: SEE PART III, LINE 1.		
2	Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.		
3	Number of voting members of the governing body (Part VI, line 1a)	3	24
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	24
5	Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	154
6	Total number of volunteers (estimate if necessary)	6	278
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.
8	Contributions and grants (Part VIII, line 1h)	4,566,786.	9,226,722.
9	Program service revenue (Part VIII, line 2g)	6,257,755.	8,257,577.
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	53,036.	89,521.
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	430,865.	666,292.
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	11,308,442.	18,240,112.
13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	4,582,137.	5,706,870.
16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
16b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 566,334.		
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	5,189,790.	7,540,694.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	9,771,927.	13,247,564.
19	Revenue less expenses. Subtract line 18 from line 12	1,536,515.	4,992,548.
20	Total assets (Part X, line 16)	19,089,489.	22,903,050.
21	Total liabilities (Part X, line 26)	4,076,840.	3,914,325.
22	Net assets or fund balances. Subtract line 21 from line 20	15,012,649.	18,988,725.

Part II Signature Block

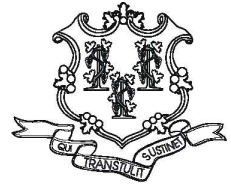
Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer JASON PATLIS, PRESIDENT & CEO Type or print name and title	Date
Paid Preparer Use Only	Print/Type preparer's name RICHARD J. LOCASTRO, CPA	Preparer's signature <i>Richard J. Locastro</i>
	Date 05/15/2023	Check if self-employed ☐
	PTIN P00288314	
	Firm's name ▶ GELMAN, ROSENBERG & FREEDMAN	Firm's EIN ▶ 52-1392008
	Firm's address ▶ 4550 MONTGOMERY AVE SUITE 800N BETHESDA, MD 20814-2930	Phone no. 301-951-9090

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

The Open Door Shelter

dba Open Doors



Municipality: Norwalk

Form NAA-01
2024 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

Part I — General Information

Name of tax exempt organization/municipal agency: _____
The Open Door Shelter dba Open Doors

Address: 4 Merritt Street, Norwalk, CT 06854

Federal Employer Identification Number: 22-2536909

Program title: Berkeley Street Energy Conservation Initiative

Name of contact person: Michele Conderino

Telephone number: (203) 866-1057

Email address: mconderino@opendoorsct.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

☒ Yes ☐ No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

Part II — Program Information

Check the appropriate description of your program:

100% credit percentage

- ☒ Energy conservation; **or**
☐ Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

60% credit percentage

- ☐ Job training/education for unemployed persons aged 50 or over;
☐ Job training/education for persons with physical disabilities;
☐ Program serving low-income persons;
☐ Child care services;
☐ Establishment of a child day care facility;
☐ Open space acquisition fund; **or**
☐ Other (specify): _____

Description of program: _____

Open Doors, 24 Berkeley Street Development project intends to execute cost-effective energy conservation measures to reduce energy usage beyond normal building code requirements. It will serve as a model for achieving sustainable design and high-performance measures in an adaptive reuse project that can replicated in other projects. 24 Berkeley Street Development will feature a 3-story, 5 unit townhouse style building that will target larger family households with incomes up to 30% AMI.

Need for program: _____

With most electricity still be generated by fossil fuels, energy conservation building measures in development projects is important in the reduction of emissions of pollutants in our environment. Generating electrical and heat power through the use of fossil fuels creates an excess of greenhouse gases such as carbon dioxide and nitrous oxide.

Neighborhood area to be served: _____

24 Berkeley Street is located in the transit oriented Norwalk Center section of the city, approximately .5 mile from SoNo, an urban neighborhood with dwellings made up primarily of small to medium sized apartments complexes & high rises. Norwalk Center encompasses the historic downtown of the City of Norwalk & stretches along the upper harbor. The total population in Norwalk Center is 3,169 with a median house income of \$77,618. The average household size for those in this neighborhood is 9.2 people with up to 32% of total households consider family households.

Plan to implement the program: _____

The project architect and engineering team have developed a plan to include the following energy conservation measures: Energy Star R-5 or greater insulation at slab edge, R-10 frost wall, 18" OWT adiabatic frame flooring, Energy Star certified windows, Solid core wooden entry doors, metal insulated doors (garage), fiberglass bated roofing insulation, envelope sealant 5 ACH50, Energy efficient heating units (Navien), Energy efficient AC units (Goodman), Metal and flex duct systems, Tankless Navien water heaters, LED lighting, and Energy Star appliances (washer, refrigerator and dishwasher).

Timetable:Program start date: 10/01/2024

MM - DD - YYYY

Program completion date: 09/30/2026

MM - DD - YYYY

Post-project audit due date: 12/31/2026

MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.

Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

Part III — Financial Information**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

Sources of Revenue:NAA funds requested \$150,000.00

Other funding sources - itemized sources:

a) _____

b) _____

c) _____

d) _____

Total Funding: \$150,000.00**Proposed Program Expenditures:**

Direct operating expenses - itemized description:

a) Energy Conservation and Design Measures \$150,000.00

b) _____

c) _____

d) _____

Administrative expenses - itemized description:

a) _____

b) _____

c) _____

d) _____

Total Proposed Expenditures: \$150,000.00

Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program:	_____
	Norwalk Redevelopment Agency
Mailing address:	_____
	3 Belden Avenue, Norwalk, CT 06850
Name of municipal liaison:	Katie O'Leary
Telephone number:	203-854-7810 ext. 46790
Fax number:	_____
Email address:	KOleary@norwalkct.gov

Post-Project Audit Is a post-project audit required for this proposal? ☒ Yes ☐ No If Yes, date post-project audit due: 12/31/2026 _____ Date

EXTENDED TO MAY 15, 2023

Form **990**Department of the Treasury
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2021**Open to Public Inspection****A** For the 2021 calendar year, or tax year beginning **JUL 1, 2021** and ending **JUN 30, 2022**

B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending	C Name of organization THE OPEN DOOR SHELTER, INC.		D Employer identification number 22-2536909
	Doing business as		E Telephone number (203) 866-1057
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	
	4 MERRITT STREET		G Gross receipts \$ 5,748,212.
	City or town, state or province, country, and ZIP or foreign postal code NORWALK, CT 06854		
F Name and address of principal officer: MICHELE CONDERINO 4 MERRITT STREET, NORWALK, CT 06854			H(a) Is this a group return for subordinates? ☐ Yes ☒ No H(b) Are all subordinates included? ☐ Yes ☐ No If "No," attach a list. See instructions H(c) Group exemption number ▶
I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527			
J Website: ▶ WWW.OPENDOORSCT.ORG			
K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶			L Year of formation: 1984 M State of legal domicile: CT

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: TO PROVIDE COMPREHENSIVE SOCIAL SERVICES INCLUDING SHELTER, OUTREACH, FOOD, HOUSING, ACCESS TO		
	2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	22
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	22
	5 Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	63
	6 Total number of volunteers (estimate if necessary)	6	950
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	4,223,478.	4,229,495.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	870,760.	914,658.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	24,360.	16,037.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	30,339.	38,612.
	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	5,148,937.	5,198,802.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
Expenses	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0.	0.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	2,385,467.	2,416,305.
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 427,532.	86,495.	0.
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	1,589,480.	1,821,771.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	4,061,442.	4,238,076.
	19 Revenue less expenses. Subtract line 18 from line 12	1,087,495.	960,726.
	Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year
21 Total liabilities (Part X, line 26)		15,936,713.	17,005,860.
22 Net assets or fund balances. Subtract line 21 from line 20		1,664,510.	1,884,608.
22 Net assets or fund balances. Subtract line 21 from line 20			
14,272,203. 15,121,252.			

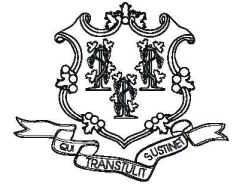
Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer		Date 2/17/2023	
	MICHELE CONDERINO, EXECUTIVE DIRECTOR Type or print name and title			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed PTIN
	GARRETT M. HIGGINS	GARRETT M. HIGGINS	02/06/23	P00543209
Preparer Use Only	Firm's name ▶	Firm's EIN ▶		
	PKF O'CONNOR DAVIES ADVISORY, LLC	87-3231666		
Preparer Use Only	Firm's address ▶	Phone no.		
	ONE CORPORATE DRIVE, SUITE 725 SHELTON, CT 06484-6241	203-929-3535		

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

Under One Roof, Inc./The Marvin



Municipality: Norwalk, CT

Form NAA-01
2024 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

Part I — General Information

Name of tax exempt organization/municipal agency: _____
Under One Roof, Inc./The Marvin

Address: 60 Gregory Blvd
Norwalk, CT. 06883

Federal Employer Identification Number: 06-1377860

Program title: WiseWatts: The Marvin's Residents Savings Initiative

Name of contact person: Katherine Fitzmaurice

Telephone number: (203) 854-4660

Email address: EDatTheMarvin@underoneroofinc.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 148,060.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

☒ Yes ☐ No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

Part II — Program Information

Check the appropriate description of your program:

100% credit percentage

- ☒ Energy conservation; **or**
☐ Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

60% credit percentage

- ☐ Job training/education for unemployed persons aged 50 or over;
☐ Job training/education for persons with physical disabilities;
☐ Program serving low-income persons;
☐ Child care services;
☐ Establishment of a child day care facility;
☐ Open space acquisition fund; **or**
☐ Other (specify): _____

Description of program: _____

Under One Roof, Inc., is committed to fostering a strong Norwalk community by providing low-income housing for older Norwalk residents and affordable early childhood education for local families at The Marvin in East Norwalk. Our programs are designed to enrich the lives of both generations, and ensure meaningful connection between them. Through "WiseWatts: The Marvin Residents' Savings Initiative," Under One Roof is seeking to replace all of the electric ovens and refrigerators in the resident's apartments and in the Children's Center's Teachers Lounge. The current appliances are over 25 years old and not energy efficient.

Need for program: _____

Under One Roof's The Marvin is home to 50 one-bedroom apartments for older low-income Norwalk residents and The Marvin Children's Center which serves 40 three and four year old children from across Norwalk. Since its opening in 1997, the apartment appliances and those located in the Children's Center kitchen have never been replaced. Not only are the appliances repeatedly in need of repair, their outdated energy and electrical usage is costly to the residents and to the organization.

Neighborhood area to be served: _____

Under One Roof's The Marvin is located in the heart of East Norwalk at 60 Gregory Boulevard. The Marvin is home to low-income Norwalk residents aged 62 and older. Our residents come to us from throughout the Norwalk area and a typical applicant spends approximately 18 months on the waitlist before an apartment is available. Sixty percent of The Marvin Children's Center families are low-income Norwalk residents.

Plan to implement the program: _____

Under One Roof's staff has researched and identified highly rated energy efficient electric ovens and refrigerators that meet our apartments' specifications. Under One Roof will work with a Norwalk-based business to order and install the appliances. Staff anticipates that the replacement program will happen in cycles over the course of 18 months.

Timetable:Program start date: 01/01/2025

MM - DD - YYYY

Program completion date: 07/01/2026

MM - DD - YYYY

Post-project audit due date: 10/01/2026

MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.

Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

Part III — Financial Information**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

Sources of Revenue:NAA funds requested \$148,060.00

Other funding sources - itemized sources:

a) _____

b) _____

c) _____

d) _____

Total Funding: _____**Proposed Program Expenditures:**

Direct operating expenses - itemized description:

a) 52 GE energy efficient electric ovens \$52,000.00b) 52 LG energy efficient refrigerators \$67,600.00c) Installation and labor \$15,000.00

d) _____

Administrative expenses - itemized description:

a) Administrative oversight, planning, installation management \$13,460.00

b) _____

c) _____

d) _____

Total Proposed Expenditures: \$148,060.00

Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program:	_____
	Norwalk Redevelopment Agency
Mailing address:	_____
	3 Belden Avenue, Norwalk, CT06850
Name of municipal liaison:	Katie O'Leary
Telephone number:	203-854-7810
Fax number:	_____
Email address:	koleary@norwalkct.gov

Post-Project Audit Is a post-project audit required for this proposal? ☐ Yes ☐ No If Yes, date post-project audit due: _____ Date
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Form 990 Department of the Treasury Internal Revenue Service	Return of Organization Exempt From Income Tax Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations) Do not enter social security numbers on this form as it may be made public. Go to www.irs.gov/Form990 for instructions and the latest information.	OMB No. 1545-0047 2022 Open to Public Inspection
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A For the 2022 calendar year, or tax year beginning and ending																												
B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">C Name of organization UNDER ONE ROOF, INC.</td> <td>D Employer identification number 06-1377860</td> </tr> <tr> <td colspan="2">Doing business as</td> <td>E Telephone number (203) 854-4660</td> </tr> <tr> <td>Number and street (or P.O. box if mail is not delivered to street address) 60 GREGORY BOULEVARD</td> <td>Room/suite</td> <td>G Gross receipts \$ 955,704.</td> </tr> <tr> <td colspan="2">City or town, state or province, country, and ZIP or foreign postal code NORWALK, CT 06855</td> <td>H(a) Is this a group return for subordinates? ☐ Yes ☒ No</td> </tr> <tr> <td colspan="2">F Name and address of principal officer: HAL SMITH</td> <td>H(b) Are all subordinates included? ☐ Yes ☐ No</td> </tr> <tr> <td colspan="2">SAME AS C ABOVE</td> <td>If "No," attach a list. See instructions</td> </tr> <tr> <td colspan="2">I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c)() (insert no.) ☐ 4947(a)(1) or ☐ 527</td> <td>H(c) Group exemption number</td> </tr> <tr> <td colspan="2">J Website: UNDERONEROOFINC.ORG</td> <td></td> </tr> <tr> <td colspan="2">K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other</td> <td>L Year of formation: 1993 M State of legal domicile: CT</td> </tr> </table>	C Name of organization UNDER ONE ROOF, INC.		D Employer identification number 06-1377860	Doing business as		E Telephone number (203) 854-4660	Number and street (or P.O. box if mail is not delivered to street address) 60 GREGORY BOULEVARD	Room/suite	G Gross receipts \$ 955,704.	City or town, state or province, country, and ZIP or foreign postal code NORWALK, CT 06855		H(a) Is this a group return for subordinates? ☐ Yes ☒ No	F Name and address of principal officer: HAL SMITH		H(b) Are all subordinates included? ☐ Yes ☐ No	SAME AS C ABOVE		If "No," attach a list. See instructions	I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c)() (insert no.) ☐ 4947(a)(1) or ☐ 527		H(c) Group exemption number	J Website: UNDERONEROOFINC.ORG			K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other		L Year of formation: 1993 M State of legal domicile: CT
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F Name and address of principal officer: HAL SMITH		H(b) Are all subordinates included? ☐ Yes ☐ No																										
SAME AS C ABOVE		If "No," attach a list. See instructions																										
I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c)() (insert no.) ☐ 4947(a)(1) or ☐ 527		H(c) Group exemption number																										
J Website: UNDERONEROOFINC.ORG																												
K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other		L Year of formation: 1993 M State of legal domicile: CT																										

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: UNDER ONE ROOF, INC., A NOT-FOR-PROFIT ORGANIZATION, IS DEDICATED TO SPONSORING, DEVELOPING	
	2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.	
	3 Number of voting members of the governing body (Part VI, line 1a)	3
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4
	5 Total number of individuals employed in calendar year 2022 (Part V, line 2a)	5
	6 Total number of volunteers (estimate if necessary)	6
	7a Total unrelated business revenue from Part VII, column (C), line 12	7a
	b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b
Revenue		
	8 Contributions and grants (Part VIII, line 1h)	8
	9 Program service revenue (Part VIII, line 2g)	9
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	10
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	11
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	12
Expenses		
	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	13
	14 Benefits paid to or for members (Part IX, column (A), line 4)	14
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	15
	16a Professional fundraising fees (Part IX, column (A), line 11e)	16a
	b Total fundraising expenses (Part IX, column (D), line 25)	16b
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	17
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	18
	19 Revenue less expenses. Subtract line 18 from line 12	19
Net Assets or Fund Balances		
	20 Total assets (Part X, line 16)	20
	21 Total liabilities (Part X, line 26)	21
	22 Net assets or fund balances. Subtract line 21 from line 20	22

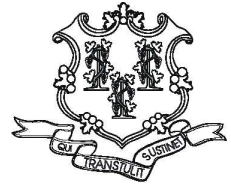
Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

	Signature of officer: <i>Hal Smith</i> Signature of preparer: <i>Mary Kay Curtiss</i>	Date: 5/3/2023
Sign Here	HAL SMITH, EXECUTIVE DIRECTOR Type or print name and title	
Paid	Print/Type preparer's name: MARY KAY CURTISS Preparer's signature: MARY KAY CURTISS Date: 05/01/23	Check if self-employed: ☐ PTIN: P01551484
Preparer Use Only	Firm's name: CLIFTONLARSONALLEN Firm's address: 29 SOUTH MAIN STREET, 4TH FLOOR WEST HARTFORD, CT 06107	Firm's EIN: 41-0746749 Phone no.: (860) 561-4000

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

WAVENY LIFECARE NETWORK, INC.



Municipality: City of Norwalk

Form NAA-01
2024 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

Part I — General Information

Name of tax exempt organization/municipal agency: _____
Waveny LifeCare Network, Inc.

Address: 3 Farm Road, New Canaan, CT 06840

Federal Employer Identification Number: 06-0859588

Program title: Waveny LifeCare Network Kathleen M. Fruin RN, Certified Nursing Aide School

Name of contact person: Kim Genzburg, Director of Advancement

Telephone number: (203) 594-5262

Email address: kgenzburg@waveny.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 93,053.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

☒ Yes ☐ No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

Part II — Program Information

Check the appropriate description of your program:

100% credit percentage

- ☐ Energy conservation; **or**
☐ Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

60% credit percentage

- ☐ Job training/education for unemployed persons aged 50 or over;
☐ Job training/education for persons with physical disabilities;
☒ Program serving low-income persons;
☐ Child care services;
☐ Establishment of a child day care facility;
☐ Open space acquisition fund; **or**
☒ Other (specify): Waveny LifeCare Network Kathleen M. Fruin RN, Certified Nursing Aide School

Description of program: _____

At Waveny LifeCare Network's Certified Nursing Aide School (CNA), students immediately begin earning a salary and are eligible for full benefits. Included in this program are all materials, scrubs, textbooks, and State of Connecticut CNA licensure exam fees. A position is guaranteed within Waveny LifeCare Network once the student has become certified. Flexible class schedules accommodate students' time and financial limitations, so they don't have to work multiple jobs, worry about daycare, or paying for school.

Need for program: _____

The CNA School was established in 2022 on our Connecticut campus in the wake of the COVID pandemic to counteract the nationwide nursing shortage and gainfully employ persons with low-income status and education, as well as economically challenged groups, suffering from food or housing insecurity, or both. It is designed to "assist by hiring" local Connecticut residents facing economic hardship, and low-income groups - as defined by the Connecticut Governor's Workforce Council's Diversity, Equity, and Inclusion Committee's framework.

Neighborhood area to be served: _____

30% Of our nursing students live in Norwalk and they must have a high school diploma, pass a background check, and drug screen.

Plan to implement the program: _____

First 5 weeks: New employee orientation and orientation to the Certified Nursing Aide program. Followed by the STRIVE program, a professional development course to prepare graduates for employment. We partner with Northeast Medical Institute for CNA theory and clinical education which includes 42.5 hours of theory via online self-paced course, 5 days of lab skills instruction, and 2 days of clinical instruction. At the end of the 5 classroom weeks, each student will receive their certificate of completion and will be registered for their CNA exam. Second 5 weeks: Clinical orientation, students will be paired with current Waveny CNAs for orientation. Each student will spend 2 weeks orienting in the Care Center (skilled nursing and rehabilitation) followed by 2

Timetable:Program start date: 07/01/2024

MM - DD - YYYY

Program completion date: 06/30/2025

MM - DD - YYYY

Post-project audit due date: 09/30/2025

MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.

Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

Part III — Financial Information**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

Sources of Revenue:

NAA funds requested \$93,053.00

Other funding sources - itemized sources:

a) Career Resources, Inc. \$208,031.00

b) _____

c) _____

d) _____

Total Funding: \$208,031.00

Proposed Program Expenditures:

Direct operating expenses - itemized description:

a) salary/benefits-Nursing Director \$65,076.00

b) scrubs, textbooks, NMI & AFC tuition fees \$22,500.00

c) leased space allocation \$5,748.00

d) _____

Administrative expenses - itemized description:

a) _____

b) student salary@6/wks@280/hrs/student@61 students/avg \$102,480.00

c) skills theory training @ \$1,600 per 61 students in 2023 \$97,600.00

d) CNA licensure @ \$128 per 61 students in 2023 \$7,680.00

Total Proposed Expenditures: \$301,084.00

Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program:	_____
	City of Norwalk
Mailing address:	_____
	3 Belden Avenue, Norwalk, CT 06850
Name of municipal liaison:	Katie O'Leary
Telephone number:	203-854-7810 x46790
Fax number:	_____
Email address:	KOleary@norwalkct.gov

Post-Project Audit Is a post-project audit required for this proposal? ☒ Yes ☐ No If Yes, date post-project audit due: _____ Date

Waveny LifeCare Network Kathleen M. Fruin, RN Certified Nursing Aide School

Created in 2022 by Waveny LifeCare Network, Inc., the Kathleen M. Fruin, RN Certified Nursing Aide School educates and trains students to engage in the workforce with the knowledge and skills culminating in a nurse aide certification. To date, enrolled 130 students and graduated 108 students. Upon acceptance into the school, students begin earning a salary, are eligible to receive benefits, tuition, and ancillary costs are fully covered by Waveny from Day 1 of training, including all program scrub attire and textbooks, State of Connecticut CNA licensure exam fees, and a guaranteed position within the Waveny LifeCare Network once they are certified. Flexible structure means class schedules accommodate students' time and financial limitations, so they don't have to work multiple jobs, worry about daycare availability, or how to pay for school.

The CNA School is designed to "assist by hiring" residents facing economic hardship, and low-income groups as defined by the Connecticut Governor's Workforce Council's Diversity, Equity, and Inclusion Committee's framework.

Its overall goal is to increase their access to healthcare, post-high school education, and employment opportunities, as well as reduce poverty levels by helping those experiencing limited income prospects or financial hardships to find greater sustainability during difficult economic times.

The primary goals of the CNA School are:

- To train participants to become Certified Nursing Assistants (CNAs), by obtaining a Connecticut Certified Nurse Aide certificate; to transition them immediately into Waveny LifeCare Network full-time positions to fill entry level positions (as CNAs) in the dynamic healthcare sector.
- To prepare for career pathway advancement and growth at Waveny that includes Licensed Practical Nurses or a Registered Nurses positions and remove barriers to entry. If desired, Waveny's CNA's are able to progress through the Network, continue their education, and plan to go on to hold key Manager and Director positions.

The training is focused on two critical areas. Five weeks of clinical and life-skills training in skilled nursing, assisted living and rehabilitation, as well as in-services from dietary, spiritual services, therapeutic recreation, nursing, home care, and volunteer departments. Then students are provided life skills training to improve test-taking ability, communication and computer skills, time management, and how to operate in a professional work environment through Career Resources Inc.'s STRIVE Soft Skills Training.

There is consistent programming with weekly centralized orientations within the same facility as coursework/skills lab for current training, and continuing education for LPN, and then RN school. Mentorship to include one-on-one pairing of tenured, active nurses with CNA candidates and individualized support from an RN with an MSN (MS in nursing degree) and 20+ years' experience.

Short Form

OMB No. 1545-0047

Form **990-EZ**

Return of Organization Exempt From Income Tax

2021

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form, as it may be made public.

▶ Go to www.irs.gov/Form990EZ for instructions and the latest information.Open to Public
InspectionDepartment of the Treasury
Internal Revenue Service

A For the 2021 calendar year, or tax year beginning OCT 1, 2021 and ending SEP 30, 2022	
B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending	C Name of organization WAVENY LIFECARE NETWORK, INC. Number and street (or P.O. box if mail is not delivered to street address) Room/suite 3 FARM ROAD City or town, state or province, country, and ZIP or foreign postal code NEW CANAAN, CT 06840
	D Employer identification number 06-1558520 E Telephone number (203) 594-5200 F Group Exemption Number ▶
G Accounting Method: ☐ Cash ☒ Accrual Other (specify) ▶	
I Website: ▶ WWW.WAVENY.ORG	
J Tax-exempt status (check only one) — ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527	
K Form of organization: ☐ Corporation ☒ Trust ☐ Association ☐ Other	
L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B)) are \$500,000 or more, file Form 990 instead of Form 990-EZ ▶ \$ 0.	

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)Check if the organization used Schedule O to respond to any question in this Part I ☐

Revenue	1	Contributions, gifts, grants, and similar amounts received	1	
	2	Program service revenue including government fees and contracts	2	
	3	Membership dues and assessments	3	
	4	Investment income	4	
	5a	Gross amount from sale of assets other than inventory	5a	
	b	Less: cost or other basis and sales expenses	5b	
	c	Gain or (loss) from sale of assets other than inventory (subtract line 5b from line 5a)	5c	
	6	Gaming and fundraising events:		
	a	Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
Expenses	b	Gross income from fundraising events (not including \$ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b	
	c	Less: direct expenses from gaming and fundraising events	6c	
	d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d	
	7a	Gross sales of inventory, less returns and allowances	7a	
	b	Less: cost of goods sold	7b	
	c	Gross profit or (loss) from sales of inventory (subtract line 7b from line 7a)	7c	
	8	Other revenue (describe in Schedule O)	8	
	9	Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶	9	
	Net Assets	10	Grants and similar amounts paid (list in Schedule O)	10
11		Benefits paid to or for members	11	
12		Salaries, other compensation, and employee benefits	12	
13		Professional fees and other payments to independent contractors	13	
14		Occupancy, rent, utilities, and maintenance	14	
15		Printing, publications, postage, and shipping	15	
16		Other expenses (describe in Schedule O)	16	
17		Total expenses. Add lines 10 through 16 ▶	17	
Net Assets	18	Excess or (deficit) for the year (subtract line 17 from line 9)	18	
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	
	20	Other changes in net assets or fund balances (explain in Schedule O)	20	0.
	21	Net assets or fund balances at end of year. Combine lines 18 through 20 ▶	21	

LHA For Paperwork Reduction Act Notice, see the separate instructions.

Form **990-EZ** (2021)



125 East Avenue
Norwalk, Connecticut 06851

Memorandum

May 31, 2024

To: Economic & Community Development Committee, Common Council

From: Steve Kleppin, Planning & Zoning Director

Re: Master Service Agreement, Traffic and Architectural/Planning Peer Review

The Zoning Regulations authorize the Planning & Zoning Commission to hire outside consultants to assist with complex applications. They are most often utilized for traffic and architectural design assistance. We also utilize them for environmental review and could use them for engineering if necessary. Article 8.3.2.B.12 of the Zoning Regulations states:

At its election, retain an architect, engineer, landscape architect, professional land use planner, and/or other consultant to review, comment and guide its deliberations; provided that If the Planning and Zoning Commission determines that such consultant(s) are necessary, the Planning and Zoning Director shall obtain estimates from such consultant(s) and collect from the Applicant on behalf of the City 150% of the estimate, to be held in escrow until all technical reviews required for its deliberations are completed, with any excess amount collected over the actual cost to be refunded to the Applicant. This payment shall be considered as an integral part of the Application. The failure by the Applicant to make this payment shall render the Application incomplete.

We have been utilizing outside peer review assistance since 2017. These consultants are a great aid to the City, providing a second set of eyes as well as additional expertise to review complex and/or controversial projects. Some recent examples are Norden Place, O&G and North 7.

Our current peer contracts have expired, so new RFQ's were sent out for Traffic assistance and for Architectural/Planning assistance.

Two firms responded and were interviewed for traffic peer review, with AKRF being selected to assist the City. We chose not to move forward with the second firm. AKRF has been assisting us for the last three years and has been a great asset to the Commission. In addition, AKRF also provides on-call assistance to TMP.

In addition, AKRF will also be available at the discretion of the City to consult on additional TMP projects outside of the Commission applications, paid for out of TMP's Roadway design and construction budget.

Five firms responded to the solicitation for Architectural/Planning peer review assistance. Two firms, DeCarlo & Doll and BFJ Planning, were interviewed and chosen to assist with peer review. Both firms have been assisting the City in this capacity for some time.

It is important to note that both DeCarlo & Doll and BFJ have other in-house capabilities, namely traffic, so if there is ever a conflict with AKRF or they are unavailable to assist, we can call on the other firms for assistance.

In order to have the consultants available to assist the Commission, individual Master Service Agreements are required between the city and each firm, whereby the Firm will agree to be available as needed for a project. There will be a separate Letter of Agreement administered by my office to engage a particular firm for each separate project/application, which will also detail the scope of services for that project.

It is important to note that there is no cost to the city for peer review services related to applications. The applicant must comply with this requirement since this is codified in the regulations.

Common Council Actions:

- 1. Authorize the Mayor, Harry W. Rilling, to execute separate Master Services Agreements with AKRF for on-call professional consulting services to be performed on an as-needed basis related to peer traffic review. The Scope of Work will be performed pursuant to individual Letters of Agreement detailing the scope of the work for each Project. Services will be paid for by individual applicants with the Department.*
- 2. Authorize the Mayor, Harry W. Rilling, to execute separate Master Services Agreements with DeCarlo & Doll and BFJ Planning for on call professional consulting services to be performed on an as-needed basis related to peer architectural/planning review. The Scope of Work will be performed pursuant to individual Letters of Agreement detailing the scope of the work for each Project. Services will be paid for by individual applicants with the Department.*
- 3. Authorize the Director of Planning and Zoning to execute the Letters of Agreement for both traffic peer review services and architectural/planning peer review services for individual projects on an as-needed basis to authorize the work to be done.*

END



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Economic and Community Development Committee of the Common Council

FROM: Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, TMP

CC: Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism
James Travers – Director of Transportation, Mobility and Parking

REF: June Agenda – Authorize the Mayor, Harry W. Rilling to execute an amendment to increase the Fuss and O'Neill contract by \$798,000 for Additional Transportation Engineering and Related Design Services for Wall Street Corridor Improvements – Purchasing Project No. 4149 (Fourth Amendment)

DATE: June 3rd, 2024

Memorandum

Fuss and O'Neill was the design consultant selected at the beginning of the Wall Street Corridor Improvement Project. Since the initial plan for betterments in the corridor, TMP, along with the consultant, has held numerous public engagement meetings, as well as gathered necessary data.

The overall project design and scope has grown in size, scale, complexity, and coordination. Since February 2022, the project has expanded to an estimated construction cost of \$27 Million dollars, encompassing several phases, many of which the City has been awarded various State and Federal funds to complete. A total of 18.4MM in State and Federal Funding has been secured to date. The City continues to pursue additional grants to ensure the remaining phases will have money set aside for construction. This requires advancing Shovel Ready Construction Plans.

The proposed contract amendment is necessary; specifically, to meet Federal deadlines related to the obligations of 5.5MM Community Project Funding or risk returning federally

appropriated funds. As all of the 5.5MM Federal funding will now be allocated to Phase II of this project after the completion of Phase I (the East Wall Street Landmark Square Safety Improvements), these specific Corridor improvements must be advanced now.

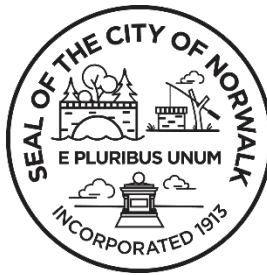
The proposed contract is also necessary to advance State Funding (LOT/CIP and Urban Action Grant) from preliminary to semi-final design (Phase III). Amending Fuss & O'Neill's contract to design multiple phases (both Federally and State Funded) of the project simultaneously will ensure consistency of design, the creation of one holistic plan which covers the larger neighborhood, and best position the City to address the needs of grantors in a timely manner.

- a. Authorize the Mayor, Harry W. Rilling to execute an amendment to increase the Fuss and O'Neill contract by \$798,000 for Additional Transportation Engineering and Related Design Services for Wall Street Corridor Improvements

Account No. 133710 5796 AEC01
0924 3750 5777 C0800
0924 3750 5777 C0800
0925 3750 5777 C0800

A copy of the RFQ information for Purchasing Department Project Number No. 4149 – Design Services for the Wall Street Corridor Improvements, can be reviewed by following the link

<https://norwalkct.bonfirehub.com/opportunities/49217>



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 5/30/24

DEPARTMENT: TMP

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

Check One:

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

TOTAL COST: \$798,000.

MUNIS Account: _____

133710 5796 AEC01; 0924 3750 5777 C0800; 0925 3750 5777 C0800

VENDOR: Fuss & O'Neill

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
	X ☐	Supports	<i>James Travers</i>
Purchasing Agent Name	☐	Does Not Support	Department Head Name
		Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	James Travers
Date	☐		Date <u>05/30/2024</u>

JUSTIFICATION:

Fuss and O'Neill was the design consultant selected at the beginning of the Wall Street Corridor Improvement Project. Since the initial plan for betterments in the corridor, TMP, along with the consultant, held numerous public engagement meetings, as well as gathered necessary data.

The overall project design and scope has grown in size, complexity, and coordination. Since February 2022, the project has expanded to an estimated construction cost \$27 Million dollars, encompassing several phases, many of which the City has been awarded various State and Federal funds to complete, including

2.4MM LOTCIP Grant

7.0MM LOTCIP Grant

3.5MM State Appropriation - Urban Action Grant

5.5MM Federal Appropriation - Community Project Funding

18.4MM (Total State & Federal Funding Committed to Date)

*The City is actively seeking additional grants to ensure the remaining phases will have money set aside for construction. This requires advancing Shovel Ready Construction Plans.

The proposed contract amendment is necessary; specifically, to meet Federal deadlines related to the obligations of 5.5MM Community Project Funding or risk returning federally appropriated funds. As all Federal funding will now be allocated to Phase II of this project after the completion of Phase I (the East Wall Street Landmark Square Safety Improvements), these specific Corridor improvements must be advanced now.

The proposed contract is also necessary to advance State Funding (LOTICIP and Urban Action Grant) from preliminary to semi-final design (Phase III). Amending Fuss & O'Neill's contract to design multiple phases (both Federally and State Funded) of the project simultaneously will ensure consistency of design, the creation of one holistic plan which covers the larger neighborhood and best position the City to address the needs of grantor's in a timely manner.

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

Vendor 1: _____

Vendor 2: _____

\$95,153.51

—

PA-CFR 200.320.(b)(2) (iv) and 200.320.(c). Federal award process and obligated period along with the state award process is not aligning with the project stage process. Project went through the public solicitation process and this is an amendment to the original project.

May 30, 2024

Mr. James Travers
Director of Transportation, Mobility and Parking
City of Norwalk
125 East Avenue
Norwalk, CT 06851-5125

Re: Amendment for Transportation Engineering and Related Services
Design Services for the Wall Street Corridor Improvements
Norwalk, Connecticut
Fuss & O'Neill Reference No. 20210301.A10

Dear Mr. Travers:

At your request, we are pleased to provide this amendment in order to advance our design services scope associated with our agreement entitled "Design Services for the Wall Street Corridor Improvements" dated February 17, 2022. The table below depicts tasks Fuss & O'Neill seeks to amend due to the increase in the project size, modified design limits, and expanded scope.

Task	Wall St. Task Descriptions	Action
01	Preliminary Engineering & Survey	Amend and provide permit approvals in its' own task.
02	Traffic Operations and Safety Study	Complete
03	Stakeholder Meetings & Public Involvement	No changes - Active
04	Concept Design	Amend
05	Utility Notification Letter, Meetings & Coordination	Amend
06	Preliminary Design (30%)	Complete
07	Geotechnical Services	Amend
08	Semi-Final Design (70%)	TA #4: Develop new scope & fee due to project size, complexity, and design limits. Revise to 60% design, not 70% per CTDOT standards.
09	Final Design (100%)	Voided – Reallocated funds to Task 6 in Task Amendment No. 3. Subsequent Amendment necessary to determine level of effort and fee when applicable.

Mr. James Travers

May 30, 2024

Page 2

Task	Wall St. Task Descriptions	Action
10	Bidding Assistance & Design Services During Construction	Voided – Reallocated funds to Task 6 in Task Amendment No. 3. Subsequent Amendment necessary to determine level of effort and fee when applicable
11	Wall Street LOTCIP Application Assistance	Amend
Task	East Wall St. Task Descriptions	Action
100	Utility Notification, Meetings & Coordination	Complete
200	Final Plans For Review (90%)	Complete
300	Final Design (100%)	Complete
400	Construction Documents	Complete
500	Contingency	Complete

Per our discussion on May 5, 2023, the overall project has increased in size, complexity, and coordination. Since February 2022, the project has expanded to a construction cost of approximately \$28,900,000 encompassing several phases, many of which the city has been awarded various State and Federal funds to help build segments of the project while seeking additional grants to ensure the remaining phases will have money set aside to construct those areas in the future.

Between the Fall of 2023 and February 2024, Fuss & O'Neill completed the formal Preliminary Design (30%) submission for the scope and project limits described within Task Amendment No. 3. This amendment (TA #4) requests an additional amount of funds necessary to complete the next design phase (Semi-Final Design – 60%) for the project limits identified below and for the following scope of services described hereafter.

Furthermore, Fuss & O'Neill also seeks to request funds with the formal Preliminary Design (30%) advancement of River Street, Commerce Street, Main Street, the Main Street at Burnell Boulevard intersection due to the removal of the previously proposed roundabout, and East Wall Street east of LOTCIP project no. L102-0004.

See project limits and scope of services described on the following pages.

Mr. James Travers
May 30, 2024
Page 3

Project Limits

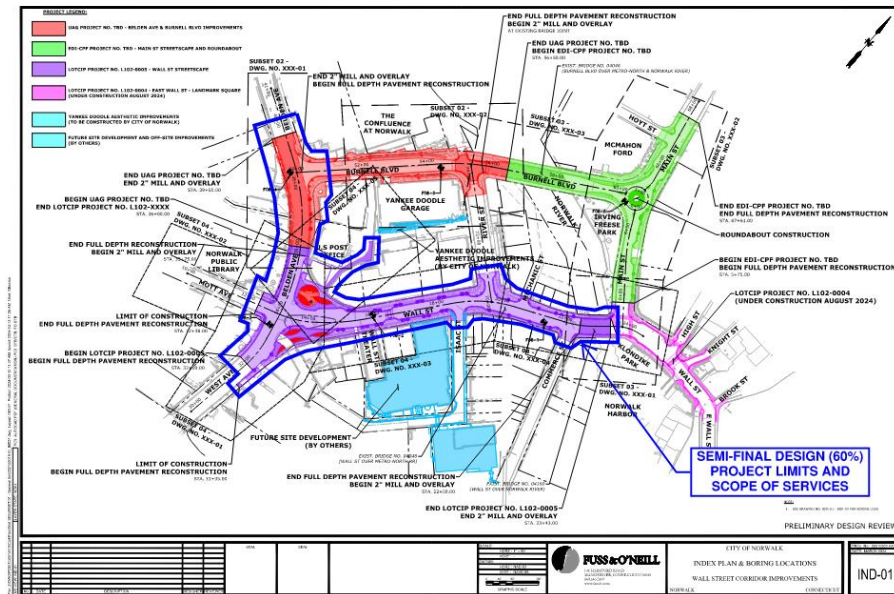


Figure 1 – Semi-Final Design (60%) Project Limits

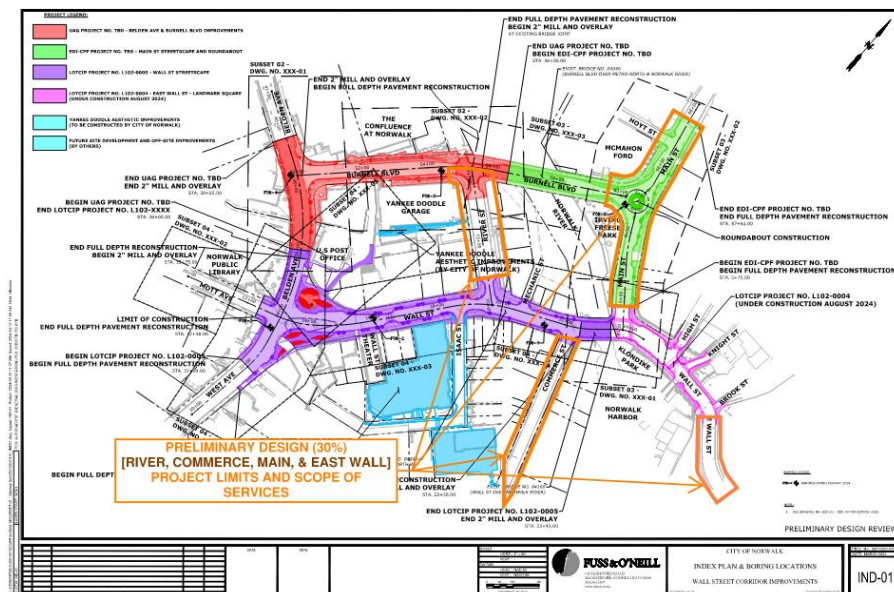


Figure 2 – Preliminary Design (30%)
[River Street, Commerce Street, Main Street, & East Wall Street]

Mr. James Travers
May 30, 2024
Page 4

Project Approach/Understanding

Semi Final Design (60%) – Part 1

Fuss & O'Neill will develop a Semi-Final Design (60%) package for the modified project limits shown in *Figure 1*. See *Attachment 1* for an updated project phasing / funding earmark graphic associated with the SFD advancement. Described below are design components, analyses, supplemental investigations, and additional data that will be conducted in order to produce a SFD package to CTDOT standards.

Preliminary Engineering & Survey

- 1) Expand the topographic survey surrounding the Norwalk River to capture elements necessary to suffice the various permits and/or approvals listed within Task 12 (Permitting) that will be required due to the various State and/or Federal Grants in subsequent design phases. Additionally, visible drainage infrastructure within the Norwalk River will be assessed and retrieved in order to properly perform hydrologic and hydraulic analyses described below.

Concept Design

- 2) F&O seeks to recover time producing 3D renderings and graphics that depict a raised intersection at the West / Mott / Belden / Wall intersection.

Utilities, Meetings & Coordination

- 3) Conduct various progress design meetings to review streetscape elements and gateway feature components, materials, configurations, etc. in order to develop and produce draft construction document details, plans, and bid cost estimate items.
- 4) Conduct a second utility field meeting following the SFD submission.
- 5) Conduct a SFD review meeting.

Geotechnical & Pavement Design Services

- 6) Analyze the pavement design on the Wall Street bridge in order to develop design details for HMA removal, replacement, structure preparation, identification of necessary items or materials, and specifications.
- 7) Coordinate a boring program that captures and analyzes soil conditions 20 to 30 feet deep for the arch foundations at various locations.

Mr. James Travers

May 30, 2024

Page 5

Semi-Final Design Plans, Details, Analyses, and Reports

The SFD package will include time to properly advance, further annotate, plot, and present the plans to depict various construction funding limits or earmarks based on the city's current list of State and/or Federal funding platforms, *Attachment 1*.

- 8) Fuss & O'Neill will advance the Preliminary Design (30%) drawings for the project limits shown within *Figure 1* as well as develop additional drawings necessary to advance the overall design to 60%. Additional plans will consist of:
 - a) Grading Plans
 - b) Streetscape, Hardscape, Landscape Plans
 - c) Gateway Details
 - i. F&O and WSA will work seamlessly to further advance and detail the gateway components within the main intersection plaza areas as well as the southeast corner of the Burnell at Belden Avenue intersection
 - d) Electrical Design Plans
 - e) Photometric Plans
 - f) Traffic Signal Plans
 - g) Maintenance and Protection of Traffic Plans
 - h) Cross Sections
- 9) Fuss & O'Neill will perform drainage analyses (hydrologic and hydraulic) and a photometric analysis. F&O will advance the overall Project Design Report in order to integrate additional findings and design investigations such as geotechnical arch foundation borings, structural results, foundation studies, and/or drainage analyses.

Wall Street LOTCIP Application Assistance

- 10) F&O will further analyze and review modifications to the streetscape and landscape elements within LOTCIP Project L102-0004 to generate revised plans and/or details for installation purposes, creating a consist approach and theme throughout all project phases.
- 11) Evaluate new or additional placemaking features in front of AJI 10 within LOTCIP Project L102-0004 in order to integrate similar elements to that of the plaza features proposed at the intersection of Mott / Wall / West / Belden.
- 12) F&O will advance the gateway foundation and arch designs in order to integrate necessary components into LOTCIP Project L102-0004 that should be installed during the construction of East Wall Street. These design considerations will consist of location determination, utility impacts, and proposed structural and electrical lighting features to be built as part of the ongoing construction of L102-0004.

Mr. James Travers

May 30, 2024

Page 6

SCOPE OF SERVICES

TASK 01 – Preliminary Engineering & Survey

Supplemental Survey

- Expand the topographic survey obtaining elements within the Norwalk River, see Figure 3 below. Figure 3 incorporates the river area between Burnell Boulevard bridge abutments and Wall Street bridge abutments. Figure 3 does not incorporate any time to capture elements within the Norwalk Harbor portion southeast of Wall Street. Should that be required for future design, work to perform survey within a future amendment.
 - F&O will capture the following features:
 - Norwalk River (Top & Bottom of Bank), if applicable
 - Tidal Wetlands Boundary
 - ✓ A wetland scientist will delineate the Tidal Wetland Boundary prior to a land survey. This effort will not include a report and functions and values assessment.
 - Coastal Jurisdiction Line (highest predicted tide)
 - ✓ Mapping will incorporate the high tide line to delineate the presence any wetland vegetation.
 - FEMA Regulatory Floodway Limits
 - FEMA Flood Plan Boundaries
 - Mean High Water & Mean Lower Water elevation boundary lines
 - Additional drainage infrastructure such as pipe outlet inverts, sizes, material, etc. within the Norwalk River will be assessed and retrieved in order to properly perform hydrologic and hydraulic analyses described below.

Mr. James Travers
May 30, 2024
Page 7

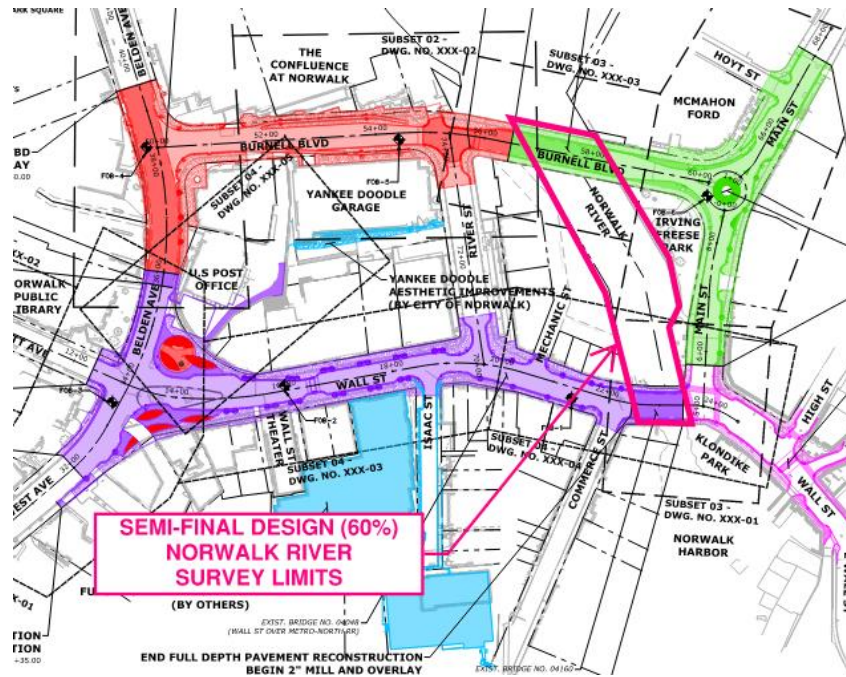


Figure 3 – Semi-Final Design (60%) Norwalk River Survey Limits

TASK 04 – Concept Design

West / Mott / Belden / Wall Intersection

- F&O developed 3D enlargement renderings depicting a raised intersection for graphical purposes prior to utilizing formal linework.

Arch Designs

- F&O will toggle various arch designs utilizing the existing 3D model developed during the Preliminary Design to generate and depict additional still images of these arch alternatives for the third and final public charrette. F&O will modify and show three different arch types within the existing model. Separate graphics, design plans, or visualizations are not anticipated to display these various options for the public.

Mr. James Travers

May 30, 2024

Page 8

TASK 05 – Utilities, Meetings & Coordination

Meetings

- Conduct 4 virtual and 1 in-person design progress meetings with TMP to ensure all streetscape elements, gateway features, arch designs, Yankee Doodle Garage connection, and green infrastructure areas are advancing in the right direction with the preferred materials, themes, and placemaking elements.
- Conduct a SFD review meeting.
- F&O will reconnect with all utility representatives who attended the first utility field meeting (subsequent to the PD submission) and who have facilities in the vicinity of the overall project area to inform them of the SFD advancements and updates drawings.
 - Fuss & O'Neill will coordinate with those utility companies whose facilities are affected by the proposed improvements.
 - Coordination will begin after the SFD submission.

Test Pits

- Proposed test pits will be located and identified on the SFD Utility Plans.
- Coordination, performance, and/or the attendance of any test pits are not within the SFD scope. F&O recommends this activity shall be initiated after the SFD submission. Thus, a separate agreement will be developed to include the labor, equipment, and/or materials to field locate any proposed test locations, monitor the operation(s), and collect subsurface data in order to implement any final design adjustments during the Final Plans For Review (90%) design phase.

TASK 07 – Geotechnical Design

Wall Street & East Wall Street

- F&O will perform 5 borings on Wall Street / East Wall Street to evaluate soil conditions at the proposed decorative roadway arches (5) and their associated anticipated foundations.
 - Site visit to mark the approximate boring locations.
 - Prepare a traffic management plan that will outline traffic control details for fieldwork (boring mark-outs if necessary, GPR procedures, and/or drilling day). We anticipate one police detail will be required and paid for by the City of Norwalk.
 - Plan and monitor a subsurface exploration program to be completed in two rig-days using a truck-mounted drill rig. Borings will be drilled to depths of 20 - 30 ft below ground surface.
 - Arrange to have the borings drilled by a qualified subsurface exploration contractor. The driller will contact Call Before You Dig (CBYD) prior to drilling.

Mr. James Travers

May 30, 2024

Page 9

- Engage a utility locating service to clear utilities using Ground Penetrating Radar (GPR) at exploration locations.
- Provide technical monitoring of test borings so that their depths and locations, as well as sampling methods, can be varied to meet the subsurface conditions encountered, and to log subsurface conditions.
- Perform geotechnical laboratory tests on soil samples recovered from the test borings as required to aid in soil classification and for determination of engineering properties required in design of the arch foundations. We plan to conduct 5 grain size analyses, one at each boring.
- Develop a new Geotechnical Report specifically for the anticipated roadway arches summarizing the subsurface explorations, laboratory testing, and geotechnical engineering evaluations which will include the below-listed items as applicable to the project and site.
 - Logs of explorations indicating soil conditions and water levels (where encountered).
 - Plan showing the approximate locations of completed explorations.
 - Summary of subsurface conditions as interpreted from the explorations, including thickness of existing bituminous concrete and base layers.
 - Results of geotechnical laboratory testing.

Wall Street Bridge

- F&O will evaluate as-built plans for the bridge, if available, to see what was originally installed pertaining to concrete and/or HMA layers, review bridge inspection reports to determine if any millings or overlays have been conducted since it was built and take field measurements of the existing curb reveal to also help verify existing conditions.
 - F&O will then develop design details for HMA removal, structure preparation of the deck by application of a new membrane waterproofing, and identification of other necessary repairs to be made to the bridge deck or sidewalk surfaces.

TASK 08 – Semi Final Design (60%) – Part 1

Respond to PD Comments

- F&O will develop a comprehensive Response to Comments (RTC) document addressing comments from various State agencies and City departments in regards to the Preliminary Design (30%) submission to progress the design into the Semi-Final Design (60%) phase. It is assumed that all PD comments will be provided prior to the initiation of SFD design.

Mr. James Travers

May 30, 2024

Page 10

Roadway: Semi-Final Horizontal and Vertical Design

- F&O will advance the proposed geometry, horizontal alignments, and vertical baselines for all roadway segments within the project limits.

Roadway: Advancement of PD Plans

Fuss & O'Neill will advance the Preliminary Design drawings to that of a 60% design submission. The PD plans that will be advanced are:

- Cover Sheet
- General Notes & Legend Plan
- Index Plan & Boring Locations
- Boring Log Sheets
- Existing Conditions Plans
- Miscellaneous Details
- Typical Cross Sections
- Roadway Plans
- Roadway Profiles
- Drainage and Erosion & Sedimentation Control Plans
- Utility Plans
- Signing and Pavement Marking Plans
 - F&O will coordinate signing requirements with the city and determine tentative locations of the proposed signing. All signing details and locations will be included in the project plans and documents during the SFD phase.

Roadway: New Plans*Intersection Grading Plans*

- Draft proposed contours will be generated to evaluate and address drainage concerns at roadway intersections

Cross Sections

- F&O will develop cross sections at critical areas along the corridor and/or at approximately 50 foot intervals. Known utilities will be shown at assumed elevations (unless field verified) in each section including but not limited to storm, sanitary sewer, gas, electric, telecommunications, and water facilities.

Mr. James Travers

May 30, 2024

Page 11

Traffic: Signal Design and MPT, Staging, and/or Detour Development

Traffic Signal Plans

- Removal of the Isaacs Street and Wall Street signal is anticipated.
 - It is assumed the adjacent developer will confirm the signal removal meets all requirements due to any added trips. If validated, F&O will coordinate with the Office of State Traffic Administration (OSTA) to ensure the approval was approved, see Task 12 (Permitting).
- Minor traffic signal modifications are assumed at the Belden Avenue and Burnell Boulevard intersection.
 - Our design will update the current traffic signal plan on record and incorporate any revised signal timings, phasing, pedestrian accommodations, vehicular detection equipment, coordination, signal head re-alignments / adjustments, and emergency pre-emption determinations.
 - Any electrical modifications will not be advanced or incorporated until the 90% design phase.
 - Submission to OSTA for the above-mentioned signal modification will not take place until after the Final Plans For Review (90%) design phase.
- Major traffic signal modifications or a full traffic signal replacement is required at the Mott / Belden / West / Wall intersection.
 - Our design will include a preliminary above-ground vehicular and pedestrian signal equipment layout, to be reviewed and approved by the City/CTDOT and used for the second utility meeting (subsequent to the SFD submission). The signal plan will be provided at a scale of 1 inch = 40 feet, unless otherwise noted, and will depict sidewalk ramps, proposed pavement markings, vehicle detection zones, phasing or timing information, construction notes, system information, and/or technical notes.
 - The SFD submission will not include electrical design components or any standard details, cross sections, load analyses, or specifications.
 - Submission to OSTA for the above-mentioned signal replacement will not take place until after the Final Plans For Review (90%) design phase.
- Submit SFD plans to the utility companies for review.

Maintenance and Protection of Traffic (MPT) and Detour Plans

- Construction phasing and associated lane usage and dimensions for various project phases will be developed during the Semi-Final Design phase. Plans will be in conformance with the Manual on Uniform Traffic Control Devices.
- Draft temporary traffic control plans / staging plans will be developed during the Semi-Final design phase.
 - It is anticipated 6 construction stages will be developed during the SFD phase in order to develop an initial set of construction sequencing. 120 hours have been allocated to this task to generate draft staging plans.

Mr. James Travers

May 30, 2024

Page 12

- Sign layout, pedestrian, business, and annotation detailing (dimensions, drums / cone spacing, etc.) will not be enhanced until the 90% phase.
- Draft detour plans will also be generated to accompany the MPT / Staging plans if necessary.
 - 40 hours have been allocated to this task to generate draft Detour plans, if necessary.
 - Sign layout, annotation detailing (dimensions, drums / cone spacing, etc.) will not be enhanced until the 90% phase.

The overall intent of the draft MPT, Staging, and Detour Plans is to initiate a discussion and facilitate a consensus on the anticipated phasing and constructability of the overall project as it relates to traffic, transit, and emergency vehicle impacts.

Drainage: Draft Stormwater Management Report & Design

- Perform necessary Stormwater discharge calculations required by the City of Norwalk (i.e. – a 25-year storm analysis), CTDOT and/or CTDEEP to prepare a Stormwater Management Report that will assess the storm drainage systems hydraulic capacity as well as the project areas hydrologic conditions, existing versus proposed.
 - **Hydraulic Analysis** – This analysis will be completed using Bentley System's StormCAD computer program. The results will be compiled utilizing the following analyses:
 - A drainage area delineation map
 - Gutter flow analysis
 - Inlet and conduit capacities
 - Hydraulic grade line (HGL) calculations
 - It is assumed that F&O will utilize the existing discharge locations into the Norwalk River such as invert and pipe sizes for the proposed improvements.
 - ✓ New pipe discharge locations or changes to the existing pipe sizes, if required, are not included within this agreement.
 - **Hydrologic Analysis** – Both existing and proposed conditions will be modeled and compared using the HydroCAD© computer program. This program uses the Rational Method or the Soil Conservation Service (SCS) curve number method to develop hydrographs that can compare pre- and post-project conditions.

Mr. James Travers

May 30, 2024

Page 13

- F&O will advance the layout of structures, outlets and pipes as well as incorporate the top of frame and invert elevations on the Drainage and Erosion & Sedimentation Control Plans. Structures and pipes without labels will be drafted onto the project Profiles and Cross Section Plans.
- Provide water quality treatment to meet the city and/or CT DEEP requirements and use information provided by the infiltration testing to determine the extent of which green infrastructure can be implemented.
- Incorporate the Preliminary Design (30%) – Part 2 design plans and stormwater analyses to properly size this Semi-Final Design (60%) – Part 1 stormwater drainage network.

Structural

Load Analysis

- The Wall Street Bridge (ConnDOT 04160) is part stone masonry and part concrete arch. A 2018 load rating performed by Connecticut DOT rated the structure as 1.0 for HL-93 loading without backup calculations but through “engineering judgement” based on a lack of shop drawings and the structure’s age (over 100 years old) and current structural condition. As this project is not programmed to significantly change the loading on this bridge, it is assumed by the same engineering judgement that no load rating capacity will be required to be determined for this structure as a result of the proposed work. In the event that Fuss & O’Neill is directed by the City, CTDOT, or any other reviewing agency to perform a load rating calculation, the cost of this will task shall be negotiated separately and integrated into the Final Plans for Review (90%) design phase.

Gateway Arch & Foundation Design

- Coordinate with the Roadway & Landscape Architect team to develop a steel truss framed arch that crosses the roadway and design a cast-in-place concrete foundation for the structure. The Gateway Arch will be designed in conformance with the applicable provisions of the governing Building Code and comply with applicable AASHTO loading requirements. While similar in form, each arch will be individually analyzed and designed to its location specific conditions, span, and unique aesthetic features. The foundation design will be based on the findings and recommendations resulting from the geotechnical investigation. The arch design will be consistent with the arch developed in Task 11, but each site will necessitate its’ own geotechnical review and analysis based on various arch sizes, utility impacts, soil conditions, positioning, etc.

Coal Laterals

- Site visits to evaluate building foundations affected by historic coal laterals will be integrated into the 90%

Mr. James Travers

May 30, 2024

Page 14

design phase as a separate amendment, if requested, once a sub-surface exploration utilizing Ground Penetrating Radar is employed.

Architectural: Streetscape, Hardscape, and Landscape Design, Details, & Plans

- F&O will progress the streetscape design for the following elements within the project area. We will work with City Staff to finalize the hardscape, tree selections and site furnishings for the streetscape components. It is anticipated separate Streetscape and Landscape Plan Sheets will be developed.
 - Linear roadway corridors on West, Belden, and Wall Street including the amenity, snow shelves and/or hardscape buffer areas, sidewalk zones, green infrastructure, streetscape elements, and furniture zones (such as benches, receptable cans, and/or bike racks) Street tree Pits along with their surfacing and permitter material will be provided.
 - Planting Plan depicting street tree locations, species type and groundcover/perennial plantings.
 - Construction details for the streetscape elements and plantings will be enhanced and/or developed for the above-mentioned components.
- Arch Design on Wall Street
 - Our team will work collaboratively with the Roadway Group, Electrical and Lighting Design Team, and Structural Engineers to integrate the proposed Arch Design on East Wall Street developed under Task 11 at 3 locations within the Wall Street limits.
 - Details consisting of vertical, side, and front as well as materials will be developed for the three specific arches on Wall Street due to their proposed locations and sizes.
 - The arches will have lighting to highlight the arch and lettering at night as a focal point.
 - The arches will have signage lettering identifying "Wall Street". The lettering will be lit at night. We will work with City Staff on determining the appropriate lettering material, size, font, and style to be adhered to the arches.
 - Various arch possibilities will be shown utilizing the existing 3D model as described in Task 4 above.
- Yankee Doodle Garage Connection
 - F&O will coordinate with City Staff and design team members to develop a safe and inviting pedestrian connection passageway from the Yankee Doodle Garage to the redesigned Gateway plazas at the intersection of Wall and Belden. Coordination with Wesley Stout Associates who will lead the advancement of the intersection gateway elements is pertinent, F&O's electrical group for lighting and safety, and the Right-of-Way mapping are all necessary to ensure continuity and feasibility.
 - Coordination meetings under Task 5 will be held with TMP to verify geometry, materials, theme, and/or placemaking components along the pathway.
 - Details consisting of specific passageway elements such as hardscape, site furnishings, and planting will be integrated into the SFD plan set.

Mr. James Travers

May 30, 2024

Page 15

- Wesley Stout Associates LLC (WSA) will act as Landscape Architects for the project with responsibility for collaborating with Fuss & Oneill (F&O) and the City of Norwalk on the Semi-Final Design Phase (60%) for the Wall Street Redevelopment Project. WSA will be responsible for the Main Intersection Gateway Features and Plaza Area at Mott/Wall/Belden/West and for the south-east corner Plaza of Burnell/Belden Intersection.
 - Semi-Final Design (60%) Plans, Draft Sections and Draft Details.
 - Landscape and Site Plans indicating selection of hardscape materials and the location of site improvements under our responsibility.
 - Planting Plan indicating schematic location of trees, shrubs, and planted areas along with character images for proposed plant materials and landscape accessories.
 - Draft Sections and Details to show construction requirements or design direction for site and landscape elements.
 - Specifications will be identified, but not developed.
 - SFD cost estimates will be generated.
 - Coordination meetings with TMP will be held under Task 5.

Lighting: Electrical Design & Photometric Analysis

Electrical Design

- Integrate light fixtures (Historic Roadway & Historic Waypointe) throughout the project area previously selected through prior collaboration from the City of Norwalk and design team.
- Integrate lighting to highlight the three (3) arches within the project limits.
- Integrate power to the gateway lighting features.
- Integrate lighting and power for lighting on the Yankee Doodle Garage path connector.
- Portray component details such as lamps, reflectors, optics, angle of cutoff, supports, poles and include manufacturers catalog cuts within the miscellaneous drawing sheets (MDS).
 - Foundation, trenching / conduit, splicing, service cabinet, and handhole details for light supports will be provided as well.
- Coordinate with the city's power utility company to establish an electrical service on site.
 - It is assumed the service will entail a standalone electrical cabinet mounted on a concrete pad. An electrical meter will be mounted on the exterior. The cabinet will house a power panel and necessary controls for site power. Spare conduits will be stubbed out of the concrete pad for future access to the electrical enclosure, as necessary.
- Special provisions for all lighting elements and features outside the Connecticut Department of Transportation (CTDOT) Form 819 will be provided during the Final Plans For Review (90%) design phase.
- Coordinate with the project team to incorporate all lighting components into the construction estimate.

Mr. James Travers

May 30, 2024

Page 16

- Locations and description of proposed light fixtures will be shown on the electrical design (ELE) as well as photometric (LUM) plans.
 - Conduit locations, sizes, power / conductors, and control wiring design will be displayed on the electrical design (ELE) plan.
- Handholds and spare conduits will be provided for phase PD Part 2.

Photometrics

- Calculations will be performed with available photometric data corresponding to all new roadway and pedestrian decorative light fixtures within the project area. Existing conditions will not be analyzed, only proposed improvements which will be integrating the Historic Roadway & Historic Waypointe light fixtures. The photometric plan (LUM) will include the following:
 - Decorative roadway as well as pedestrian level light fixtures
 - The following measures of maintained horizontal illuminance in footcandles:
 - Maximum
 - Minimum
 - average; and
 - average to minimum uniformity ratio
 - A photometric plan showing the proposed footcandle readings based on 10 foot by 10 foot grid due to the proposed decorative roadway and/or pedestrian light fixtures
 - Design lighting levels shall meet minimum IESNA, FHWA, and/or NCHRP Report 672 recommended horizontal illuminance levels or higher lighting levels as defined by the owner, but not to exceed city regulations.

Bid Package

- F&O will prepare a draft table of contents (TOC) indicating all anticipated special provisions for necessary pay items. Technical specifications for these special provisions will not be developed during the SFD phase.
- The city does not need to provide the front end boilerplate materials to F&O at this time. F&O will not develop a unit cost bid tabulation form or elements such as a Calendar Day Chart until the subsequent design phase. F&O will not create a coordinated bid package with the city until the 90% design phase.

Semi-Final Design Construction Cost Estimate

- Generate SFD construction costs based on available and recently awarded State & Federal projects. It is anticipated one overall estimate will not be sufficient, thus, time is included to breakdown and develop two

Mr. James Travers

May 30, 2024

Page 17

estimates based on the two different State and/or Federal funding programs within the Wall Street and Belden Avenue project limits.

- F&O will update and submit quantity computations and the anticipated construction estimate for the project.

Semi-Final Design Report

- The Preliminary Design Report will be advanced and updated to include the latest information, schedule, and construction cost.

Semi-Final Design Submission

The Semi-Final Design Submission including the City and WestCOG will receive following materials in Portable Document Format (PDF):

- Electronic copy consisting of:
 - Cover Sheet
 - General Notes & Legend Plan
 - Index Plan & Boring Locations
 - Boring Logs
 - Existing Conditions Plans
 - Miscellaneous Details
 - Gateway Plaza Enlargement Plans and Details
 - Yankee Doodle Garage Passageway Enlargement Plans and Details
 - Typical Cross Sections Plans
 - Alignment & Curb-Tie Plans
 - Roadway Plans
 - Profiles
 - Drainage and Erosion & Sedimentation Control Plans
 - Grading Plans
 - Streetscape, Hardscape, Landscape Plans
 - Electrical Design Plan
 - Photometric Plan
 - Utility Plans
 - Signing and Pavement Marking Plans
 - Traffic Signal Plans
 - Maintenance and Protection of Traffic Plans
 - Detour Plans, if necessary
 - Cross Sections
- Electronic copy of Special Provision TOC's

Mr. James Travers

May 30, 2024

Page 18

- Electronic copy of Semi-Final Design Construction Cost Estimates
- Electronic copy of Semi-Final Design Report
- Electronic copy of Draft Stormwater Management Report

Post-Submission Tasks

- Provide Plans to Utility Companies & Conduct Second Field Utility Meeting
- Submit Traffic Signal Plans & Application to OSTA
- SFD Review Meeting

TASK 11 – Wall Street LOTCIP Application Assistance

Streetscape & Landscape Modifications – L102-0004

- Review additional tree pit and brick banding alternates. Update plans and details as necessary to capture location adjustments, necessary materials, and develop a consistent theme throughout the entire downtown project.

Placemaking Enhancements – L102-0004

- Evaluate, design, and incorporate new or additional placemaking features in front of AJI 10 such as planters/seat walls, site furnishings and custom bike racks. F&O will review utility and drainage impacts as well as update necessary plans and details to integrate pedestrian enhancements within East Wall Street.

Gateway Arches – L102-0004

- F&O will develop an arch design to implement on East Wall Street. The structural design for the arch will include developing a finite element model of the space truss structure that includes the unique loading characteristics presented in this proposed crossing. The cast-in-place concrete piers supporting the Gateway Arch will then be designed based on the reactions developed from our structural analysis of the arch and recommendations and soil parameters outlined in the geotechnical investigation.
- Our landscape architectural design team will collaborate with our structural engineers, lighting, and electrical designers to generate a plan and detail package displaying the arch layout, sizing, dimensions, materials, utilities, foundation components, and lighting elements in addition to developing a technical specification for construction purposes.
- Two virtual meetings will be held with TMP to validate the design and placement.
- Various arch possibilities will be shown utilizing the existing 3D model as described in Task 4 above.
- The arch design developed within Task 11 will be utilized as a template for all surrounding arches proposed elsewhere, but structural analyses, lighting and electrical connections will need be reviewed and designed

Mr. James Travers

May 30, 2024

Page 19

on a case-by-case basis since each arch location will present their own challenges, dimensions, and requirements.

- See Task 8 above.

TASK 12 – Permitting & Regulatory Coordination

OSTA (Office of the State Traffic Administration) Signal Application

- Prepare an application to OSTA for the removal, modification, and/or replacement of the above-mentioned intersections listed within Task 8.
- F&O will not submit an application and the SFD signal plans for the Burnell at Belden Avenue signal modifications and the Wall / Mott / West / Belden signal replacement to OSTA for review until after the FPFR (90% design) is complete.

State & Federal Permits

F&O will evaluate existing environmental conditions at the site, potential impacts to regulated resources relative to the proposed activities, and determine required local, state, and federal environmental permits and approvals, based on design modifications completed during this phase. It is anticipated that permits and/or approvals will not be initiated until the Final Plans for Review (90%) design phase, when more detailed plans, analyses, and reports are completed. A scope and fee for these services will be provided in the next task amendment.

Under this task, F&O will coordinate with the following regulatory agencies to confirm the need for permits and approvals for the project.

- *US Army Corps of Engineers (USACE)*
 - Based on current design limits and proposed improvements, permits and/or approvals are assumed not necessary at this time because the Riverwalk or the Pedestrian Bridge are not integrated in this project. F&O will capture regulatory boundaries as identified in Task 1 and project design changes to confirm the need for permits.
- *CT DEEP & CTDOT*
 - *CEPA.*
 - It is our understanding that CTDOT will perform an environmental screening review based on information provided in the LOTCIP application. The screening will assist in identifying items relative to water/natural resources, historic/archaeological resources, endangered species, etc. that are to be investigated and/or addressed during the design phase.
 - *Flood Management Certificate*

Mr. James Travers

May 30, 2024

Page 20

- *Stormwater General Permit*

City Permits

The following city permits will not be initiated until the Final Plans for Review (90%) design phase. Scope and fee will be provided in the next task amendment.

- Department of Public Works (DPW)
 - Encroachment
 - Driveway
 - Tree
- Planning and Zoning (P&Z)
 - Filling, Excavation, and/or Grading
 - Flood Management
 - CAM (Coastal Area Management)

This task includes regulatory coordination to confirm the required permits and approvals that would be initiated during the Final Plan for Review (90%). Additionally, we have included time for three preliminary consultations (virtually) with the USACE, DEEP, and City. F&O will update the 60% overall project Design Report and provide a list of required permits that will be completed in the subsequent design phases.

Assumptions – SFD (Part 1)

The scope detailed above was developed with the following assumptions. Should any of these assumptions prove to be incorrect, additional scope and fee may result.

1. If applicable, all assumptions within the February 17, 2022 agreement apply.
2. Coordination during with the Norwalk Transit District is not included during the Semi-Final Design (60%) phase.
 - The advancement of Burnell Boulevard or any detailed design features associated with the Norwalk Transit District such as shelters, benches, signage, ITS infrastructure, etc. are not included in this agreement.
3. The Final Plans For Review (90%) design phase or Final Design Submission (100%) are not included in this agreement. In addition, the following can be performed, if requested.
 - Sub-surface investigations such as Ground Penetrating Radar to locate and/or detect utility laterals as well as old 'coal laterals' is not included within the SFD phase.
 - Supplemental topographic survey for formal easement and/or partial taking maps as well as the developmental of such maps are not included within the SFD phase.
 - Test pit coordination or the attendance of, is not included within the SFD phase.

Mr. James Travers

May 30, 2024

Page 21

- Geotechnical Investigations during the SFD phase are limited to deep boring explorations associated with the proposed arch designs. Additional roadway cores on the Belden Avenue as well as infiltration tests for proposed green infrastructure systems are not included at this time.
 - i. It is assumed TMP will waive any permits, fees, and provide traffic control at the city's expense for the geotechnical investigation that are scoped to be completed within the SFD phase.
- 4. Additional permits may be identified and evaluated after the SFD phase due to the various State & Federal funding sources involved with construction as well as the proposed improvements established during the SFD phase.
 - Permits listed in Task 12 stated to be initiated or advanced in subsequent design phases will require a separate agreement.
 - It is assumed an NDDDB request is not necessary, thus it is not included in this agreement.
 - It is assumed that NEPA is not necessary, thus it is not included in this agreement.
- 5. The project bid package including State and/or Federal requirements (i.e. – CHRO, DBE / SBE, etc.), boilerplate information, calendar day chart, technical specifications, etc. will be initiated in the subsequent design phase.

Fee – SFD (Part 1)

Task	Description	Basis	Fee
01	Preliminary Engineering & Survey	Lump Sum	\$18,000
04	Concept Design	Lump Sum	\$5,000
05	Utilities, Meetings & Coordination	Lump Sum	\$21,000
07	Geotechnical Services	Lump Sum	\$39,000
08	Semi Final Design (60%) – Part 1	Lump Sum	\$531,000
11	Wall Street LOTCIP Application Assistance	Lump Sum	\$46,000
12	Permitting	Lump Sum	\$9,000
	TOTAL LUMP SUM FEE		\$669,000

Mr. James Travers

May 30, 2024

Page 22

Project Approach/Understanding

Preliminary Design (30%) – Part 2

Fuss & O'Neill will develop a Preliminary Design (30%) package for the project limits shown in *Figure 2* above. See *Attachment 1* for an updated project phasing / funding earmark graphic associated with the PD development. Described below are design components, analyses, supplemental investigations, and additional data that will be conducted in order to produce a PD package to CTDOT standards.

Preliminary Engineering & Survey

- 1) Review, identify, and field survey new features constructed since the original survey was completed in the Spring of 2022 throughout the PD limits such as the reconstructed sidewalk Wall Street by DPW.
- 2) Expand the field topographic survey on East Wall Street between Brook Street and East Avenue.

Concept Design

- 3) F&O and WSA will provide a second Conceptual Master Plan and 2D Enlargements for the third and final public charrette based on the PD – Part 2 advancements.

Utilities, Meetings & Coordination

- 4) Conduct a project PD kickoff meeting to discuss design components, schedule, and ensure the team fully understands the proposed improvements on East Wall between Brook Street and East Avenue.
- 5) Various progress design or check-in meetings will be integrated into the PD development.
- 6) F&O will combine the second utility meeting subsequent to the SFD scope described above with the initial utility coordination meeting for the PD limits described herein to capture and communicate all affected utility conflicts at once. Time to integrate this project limits into the second utility meeting will be included.
- 7) Conduct a PD review meeting.
- 8) Coordination with Metro North is necessary to determine proposed improvement restrictions, possibilities due to existing infrastructure, forthcoming approvals and/or permits to acquire in subsequent design phases, and to discuss schedule as well as Rights-of-Way ramifications to the above ground features.

Geotechnical & Pavement Design Services

- 9) It is assumed the proposed pavement structure (M&O or full depth reconstruction) within LOTCIP project L102-0004 can be applied to the East Wall corridor between Brook Street and East Avenue.

Mr. James Travers

May 30, 2024

Page 23

Preliminary Design Plans, Details, Analyses, and Reports

- 10) The PD package will include time to properly prepare, annotate, plot, and present the plans to depict various construction funding limits or earmarks based on the city's current list of State and/or Federal funding platforms, *Attachment 1*.
- 11) Time is included to generate and differentiate two different PD construction costs based on available funds of the Federal Appropriation (\$5.5M). One estimate is anticipated to cover all aspects and limits presented in Figure 2, and a second estimate is anticipated in lieu that the \$5.5M does not integrate all four areas of the projects and needs to be scaled back in order to define appropriate project limits for the next design phase.
- 12) The PD package will be developed in the manner similar to LOTCIP, which involves specific language and designations throughout the plans that satisfy State funding requirements instead of what was originally anticipated, a review by city personnel only, not State or Federal agencies.
- 13) The PD plans will not include design any traffic signals outside those described within the SFD scope above or detailed design of the gateway features, streetscape, hardscape, landscape and/or lighting & electrical elements, particularly on River Street. The PD plans will also not include detailed assessment, design, permitting, and/or structural analysis of the River Street / Burnell Boulevard bridge.
 - a) The goal of the PD package is to ensure all reviewing parties evaluate, comment, and agree on the overall scope of work, the proposed roadway network, its' lane arrangements, horizontal and vertical geometry, operations, bicycle facilities, driveway accesses, curb-lines, sidewalk widths, utility impacts, and preliminary cost. The detailed elements are all affected by changes to the preliminary alignment and geometry, thus the scope & fee to advance those design elements will be included in subsequent design phases covered under forthcoming task amendments.

SCOPE OF SERVICES

TASK 01 – Preliminary Engineering & Survey

Topographic Survey

We will extend the Right of Way (ROW) and Topographic Survey for the project. The topographic limits are defined based on Figure 2 above. The topographic survey will mainly encompass the corridor east of LOTCIP project L102-0004 from Brook Street to East Avenue capturing approximately 25 feet beyond the existing curb-line along both sides of the road. F&O will also review, identify, and field survey new features constructed since the original survey was completed in the Spring of 2022 throughout the PD limits such as the reconstructed sidewalk Wall Street by DPW. The goal is to add to the current a base map for the entire project generating one holistic topographic drawing for design purposes.

Mr. James Travers

May 30, 2024

Page 24

Horizontal control for the survey will be based on the North American Datum of 1983 (NAD 83) and vertical control will be based on the North American Vertical Datum of 1988 (NAVD 88). A minimum of three (3) permanent control points and/or benchmarks will be set at appropriate locations. No new monumentation is included in this agreement.

The field survey will incorporate the location of the following ROW and topographic features: property monumentation along the right-of-way and street right-of-way monumentation, walls, fences, trees, buildings, structures, driveways, edge of pavement, edge of parking, pavement markings, top and bottom of curbs, walks, plantings, visible signs of utilities, utilities marked out by others, top of frame and invert elevations of storm and sanitary sewers, manholes, water gates, gas gates, electric and telephone hand holes, poles, signs, and lights.

Visible evidence of possible encroachments over the right-of-way line and/or record easements will also be located and depicted on the survey. Individual property/parcel lines will be depicted based upon assessors and/or GIS mapping. Flood zones and Aquifer Protection Areas within the project area, if any, will be depicted using current Federal Emergency Management Agency (FEMA) FIRM and local mapping, respectively.

The local land records will be researched for updated mapping, now or formerly and utility information pertinent to the above-referenced property and abutting properties. Local utility companies listed on CTDOT's Utility Owners by City List will also be contacted for information pertinent to the location of their underground and overhead utilities within the project area. Utility information will be based on visible evidence of surface and overhead structure locations and as compiled from existing record mapping available during the preparation of the survey. Information for these utilities related to depth, size, and connections to buildings will be based upon record mapping only. Storm and sanitary sewers may be depicted on the survey with top of frame elevations, pipe sizes, and invert elevations if this information is easily accessible during the preparation of the survey.

The city will be responsible for posting "No Parking" signs as required in order to maintain survey limits clear of parked cars in order to allow for collection of survey information. Mapping will be prepared using AutoCAD Civil 3D software depicting contours at one-foot intervals as well as the location of features collected by the field survey.

The field survey will be prepared in accordance with the accuracies of a Class A-2 Property/Boundary – Right of Way Survey and a Class T-2 Topographic Survey while abutting side property lines will be based on Class "D" information as defined in the "Standards for Surveys and Maps in the State of Connecticut," prepared and adopted by the Connecticut Association of Land Surveyors, Inc., August 29, 2019.

Mr. James Travers

May 30, 2024

Page 25

TASK 04 – Concept Design

2D Enlargement Plans

- F&O and WSA will provide a second Conceptual Master Plan and 2D Enlargements for the third and final public charrette based on PD – Part 2 advancement. The new plan will address key areas: West / Belden / Wall / Mott Intersection, Wall Street, River Street, and the Burnell Blvd at Main Street intersection without the roundabout. The West / Belden / Wall / Mott Intersection will also planimetrically show a raised intersection at the main intersection of by stamping that area in case the City proceeds with a formal raised intersection design.

Streetscape Development of River Street

- We will prepare preliminary images boards to aid in the selection of streetscape materials for River Street for the next design phase. Conceptual streetscape design to include hardscape of paving material, initiate a paving pattern(s), placement of vertical elements such as light poles, street trees, street furniture and planters. We will explore and provide example precedent lighting images for River Street including alternatives to pole mounted fixtures and/or overhead catenary string lights. Initial selections of streetscape material will not only aid in the subsequent design phase when formal detailing, specifications, plan production, and/or exact unit pricing is established, but also the development of any future 3D renderings, if requested.

TASK 05 – Utilities, Meetings & Coordination

Meetings

- Conduct one (1) project PD kickoff meeting to discuss design components, schedule, and ensure the team fully understands the proposed improvements on East Wall between Brook Street and East Avenue.
 - This meeting will be held virtually.
- Perform one (1) site visit to view the vehicular and pedestrian activities on Commerce Street and East Wall Street to better understand the project limits, constraints, environment, and daily operations.
- Conduct three (3) check-in or progress meetings during the PD phase.
 - These meetings will be held virtually.
- Attend one utility field meeting that will be combined with the second utility meeting subsequent to the SFD scope described above for the PD limits described herein to capture and communicate all affected utility conflicts at once.
 - Utility meetings minutes, conflicts, and proposed relocations will be summarized within the overall Design Report.

Mr. James Travers

May 30, 2024

Page 26

- Coordinate with Metro North to determine their criteria and any proposed improvement restrictions, conflicts associated with the existing infrastructure, forthcoming approvals and/or permits to acquire in subsequent design phases, and to discuss schedule as well as Rights-of-Way ramifications to the above ground features.
 - One (1) virtual meeting is anticipated during PD. Subsequent meetings will be integrated into future amendments.
- Conduct a PD review meeting.

TASK 20 – Preliminary Design (30%) – Part 2

This stage of the project will advance Part 2 (*see Figure 2*) of the overall concept / master plan originally developed for the second public charrette to a design completion of approximately 30%. All plans will be provided at a scale of 1 inch = 20 feet, unless otherwise noted.

Preliminary Horizontal and Vertical Design

- Develop preliminary baseline alignments and vertical profile geometry for all roadway segments in accordance with the following resources:
 - Highway Design Manual; Connecticut Department of Transportation, Revised 2013
 - A Policy on Geometric Design of Highways and Streets; American Association of State Highway and Transportation Officials, Seventh Edition, 2018
 - Urban Street Design Guide; National Association of City Transportation Officials, 2013
 - City of Norwalk Standards and/or Details

Preliminary Drainage Design

- F&O will develop plans and details to relocate existing roadway storm drainage facilities that are necessary to proposed curb lines. F&O will request information from City engineering staff on drainage issues that they are aware of.
- We will develop a preliminary layout of structures, outlets and pipes. Improvements will be limited to relocating the existing drainage inlets and connecting them to the existing system.
- The preliminary hydrologic and hydraulic stormwater analysis for this project area is incorporated within the SFD – Part 1 stormwater drainage design scope enabling staff to analyze and evaluate the overall project area at once.
 - It is assumed that F&O will utilize the existing discharge locations into the Norwalk River such as invert and pipe sizes for the proposed improvements.
 - New pipe discharge locations or changes to the existing pipe sizes, if required, is not included in this agreement.

Mr. James Travers

May 30, 2024

Page 27

- Advanced drainage information such as top of frame and/or invert elevations will be included in the Semi-Final Design (60%) phase under separate contract.
- F&O will not CCTV drainage systems within the project limits or to its' ultimate discharge locations.

Cover, Gen. Notes & Legend, Index & Boring Locations, and Exist. Conditions Plans

- A preliminary cover sheet, general notes and legend plan, index and boring locations plan, and existing conditions plan will be developed and integrated into the previously submitted Preliminary Design plan set & deliverable as part of Task Amendment 3. Creating this project as its own "subset" within the already advanced design drawings will save time as well as help develop one overall construction document enabling the city to break out various projects at different times depending on resources, funding, construction impacts or phasing, etc.

Miscellaneous Details

- Preliminary details anticipated for the roadway construction will include items such as the following: curbing, drainage, pavement sections, sidewalks, brick pavers, light posts, street trees, pavement markings, erosion control systems, and special pavement treatments.
- Fuss & O'Neill will utilize the City of Norwalk details as necessary or per request.
- Advanced details pertaining to all streetscape, landscape, hardscape, or lighting components will not be added to the plans until the design is advanced to its' next design submission and the overall PD layout, geometry, and design is endorsed.

Typical Cross Sections Plans

- Develop Typical Cross Sections for the project roadway segments.
- 12 Typical Sections have been assumed.

Roadway Plans

- Roadway Construction plans utilizing the horizontal alignment/baselines will be used to identify the proposed layout, materials, and construction activities necessary to reconstruct roadway corridors and intersection improvements.
 - *Right-of-Way and Rights to Construct Designations*
 - We do anticipate property acquisitions, permanent easements and/or land swaps for this project. Therefore, Fuss & O'Neill will create a Schedule of Property Owners table or list for those affected properties within the overall Design Report.
 - Any required and/or formal right-of-way, taking or easement maps can be provided, if requested, at an additional cost.

Mr. James Travers

May 30, 2024

Page 28

- We do anticipate the Contractor will need to obtain rights for construction and/or temporary utility easements. These locations will not be shown within the PD plans. During subsequent design phases, F&O will then identify on the general construction plans designations such as “required” until those rights have been “acquired” by the city prior to the Final Design submission.
 - ✓ Rights may consist of but not limited to; Right to Grade, Right to Construct Sidewalk, Right to Construct Driveway, Right to Install Fence, Right to Install Sedimentation Control Systems etc.

Profiles

- Develop roadway profile sheets and annotate vertical geometry for the project roadways. The proposed profiles will be designed in accordance with the above-mentioned references. Special attention will be given to the crosswalks to ensure approved grades are met per ADA and/or PROWAG requirements.

Drainage and Erosion & Sedimentation Control Plans

- Preliminary drainage modifications and erosion control & sedimentation features will be shown in approximate locations based on the proposed horizontal geometry and preliminary profiles.
- The drainage design will be limited to determine approximate catchment areas and stormwater flowrates and runoff volume as needed to complete the SFD – Part 1 stormwater drainage network. This time is included within the SFD – Part 1 scope.
- The drainage design will be advanced in 60% design such as structures frame elevations, inverts, sumps etc. will be advanced once all test pits are performed, grading is advanced, and underground utilities are identified after preliminary design.
- Rights to install erosion control may be necessary. These designations will be shown within the general roadway construction plans as previously mentioned.

Utility Plans

- Depict proposed test pits within the PD plans to assist in further identifying potential underground conflicts and gaining additional information.
- Depict potential private utility relocations such as utility poles and/or the resetting of water and gas gate valves.

Signing & Pavement Markings

- Fuss & O'Neill will develop lane uses and widths, and other uses of the roadway area, including parking or bike lanes.

Mr. James Travers

May 30, 2024

Page 29

- Signage will be developed during the next design phase.

Preliminary Design Construction Cost Estimates

F&O will prepare two different PD construction costs based on available funds of the Federal Appropriation (\$5.5M). One estimate is anticipated to cover all aspects and limits presented in Figure 2, and a second estimate is anticipated in lieu that the \$5.5M does not integrate all four areas of the projects and needs to be scaled back in order to define appropriate project limits for the next design phase. The preliminary construction cost estimates will be based on the most recently available CTDOT Highway Cost Estimation Software or recent project bids of similar nature.

Stormwater Report & Design Report

- F&O will update the SFD – Part 1 Stormwater Design Report to create an all-inclusive document capturing analyses in both areas of the project.
- The overall project Design Report developed during the previous PD deliverable will also be enhanced to create an all-inclusive document capturing both project areas. F&O will include design standards, Rights-of-Way notes, utility information, drainage modifications, anticipated permitting requirements, etc. from the PD – Part 2 area.

PD Submission – Part 2

The Preliminary Design Submission to the City as well as any State or Federal agencies will include the following materials in Portable Document Format:

- Electronic copy consisting of:
 - Cover Sheet
 - General Notes & Legend Plan
 - Index Plan & Boring Locations
 - Existing Conditions Plans
 - Miscellaneous Details
 - Typical Cross Sections Plans
 - Roadway Plans
 - Profiles
 - Drainage and Erosion & Sedimentation Control Plans
 - Utility Plans
 - Signing and Pavement Marking Plans
- Electronic copy of the Preliminary Design Construction Cost Estimates
- Electronic copy of the overall Design Report

Mr. James Travers

May 30, 2024

Page 30

- Electronic copy of the Stormwater Drainage Report

Assumptions – PD (Part 2)

The scope detailed above was developed with the following assumptions. Should any of these assumptions prove to be incorrect, additional scope and fee may result.

1. If applicable, all assumptions within the February 17, 2022 agreement apply.
2. Periods of adverse weather could impact the ability to perform field work which therefore could delay the completion of the survey. Field survey and wetland delineation can be performed during a time period when there is no ground frost and/or minimal snow cover.
3. It is assumed police will be provided and paid for by the city as needed for survey work (if required).
4. Storm and sanitary structures will be clear of any snow or debris obstructing the pipe inverts. Storm and sanitary invert elevations at structures filled with snow or debris will not be obtained. Revisiting the site to obtain storm and sanitary inverts in structures that have had snow or debris removed will be considered additional.
5. The city will provide existing sanitary sewer collection and other infrastructure system mapping.
6. Wetlands will not be delineated and flagged by a registered soil scientist as it assumed no inland wetlands are located within the project area.
7. CCTV services of the existing stormwater system within the project area or a dye test will not be conducted to validate the existing stormwater network.
8. Utilities will be compiled from field information as well as existing record mapping. The use of ground penetrating radar (GPR) to locate underground utilities will not be performed as part of this task. If the use of GPR to locate underground utilities is required, it will be provided under a separate agreement.
9. The actual field location of monumentation agrees with record information within an allowable tolerance.
10. Iron pins will not be set at property corners that are not currently monumented. If pins are required at every property corner, an additional task authorization will be required for this service.
11. Land taking (partial) or easement maps for Rights-of-Way purposes, if required, will be provided under a separate task authorization.
12. Individual property surveys for full takings, if required, will be provided under a separate task authorization.
13. All permits will be identified and evaluated after the Preliminary Design (30%) for the project limits shown in Figure 2. Excluded coordination consists of:
 - A NDDB request
 - Inland Wetland Permit
 - Encroachment Permit
 - Coastal Area Management (CAM) approval
 - Environmental Screening such as CEPA, NEPA, Noise, Water Resources, Natural Resources, Parks, Recreation Areas, Wildlife Refuges, and Scenic Roads, etc.
 - SHPO Coordination

Mr. James Travers

May 30, 2024

Page 31

- CTDEEP General Stormwater Permit
 - OSTA Coordination
 - Metro North Approvals
14. CTDOT Standard Specifications for Road, Bridges, Facilities and Incidental Construction Form 819 will be utilized with the corresponding cost estimate items.
 15. Existing pipe and sewer structure materials are non-hazardous.
 16. Environmental hazardous materials evaluations and remediation design (CTDOT Task 110) is not included and assumed to be completed by others.
 17. A pavement design program or geotechnical roadway cores anywhere within the PD – Part 2 limits is not included.
 18. Signal designs outside the intersections listed within the SFD scope or additional traffic or pedestrians counts, analyses, and/or investigations are not included.
 19. Coordination and attendance of test pits within the PD – Part 2 limits are not included at this time.
 20. 3D rendering images for the intersection of Burnell Blvd. at Main Street due to the removal of the originally proposed roundabout as well as River Street are not included at this time.
 21. Traffic Signal Designs, Streetscape, Landscape, Electrical Design, MPT, Staging, Detour, and/or Cross Section plans are not included in the PD submission. The detailed design of these elements and gateways features, festival street, streetscape components, etc. will be advanced during the next design phase.

Fee – PD (Part 2)

Task	Description	Basis	Fee
01	Preliminary Engineering & Survey	Lump Sum	\$19,000
04	Concept Design	Lump Sum	\$17,000
05	Utilities, Meetings & Coordination	Lump Sum	\$18,000
20	Preliminary Design (30%) – Part 2	Lump Sum	\$75,000
	TOTAL LUMP SUM FEE		\$129,000

Mr. James Travers
May 30, 2024
Page 32

Total Fees

Fuss & O'Neill proposes an additional budget of **\$798,000** be established for professional services in support of this effort as outlined above. Fees are shown on the summary tables below.

Task	Description	Basis	Current Fee	Add'l Fee	Total Fee
01	Preliminary Engineering & Survey	Lump Sum	\$75,000	\$37,000	\$112,000
04	Concept Design	Lump Sum	\$95,000	\$22,000	\$117,000
05	Utilities, Meetings & Coordination	Lump Sum	\$27,000	\$39,000	\$66,000
07	Geotechnical Services	Lump Sum	\$25,000	\$39,000	\$64,000
08	Semi Final Design (60%) – Part 1	Lump Sum	\$0	\$531,000	\$531,000
11	Wall Street LOTCIP Application Assistance	Lump Sum	\$20,000	\$46,000	\$66,000
12	Permitting	Lump Sum	\$0	\$9,000	\$9,000
20	Preliminary Design (30%) – Part 2	Lump Sum	\$0	\$75,000	\$75,000

Total Add'l Fee
\$798,000

Direct costs for any reproductions, mileage and mailings are included in the above cost.

Fees are valid for 90 days. If authorization extends beyond this duration, Fuss & O'Neill reserves the right to renegotiate the fee.

This amendment will be completed under the Terms and Conditions of our original agreement titled "Design Services for the Wall Street Corridor Improvements" and dated February 17, 2022.

Unless expressly instructed by the client to the contrary, Fuss & O'Neill will consider the data provided by organizations that are engaged with respect to mapping current climate conditions and follow the recommendations

Mr. James Travers

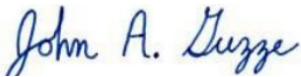
May 30, 2024

Page 33

of applicable municipal, state and/or federal guidelines and standards for design, including consideration of project purpose and location, and future climate conditions relevant to the design life and/or anticipated service life or duration of the project, using applicable available data relevant to the project geography.

Receipt of a signed copy of the Authorization to Proceed enclosed with this amendment will serve to authorize the work outlined in the Scope of Services. Thank you for requesting consulting service from Fuss & O'Neill. We look forward to continuing our work with you on this project.

Sincerely,



John A. Guzze, PE
Associate



Kristen E. Solloway, PE
Vice President

Attachments: Authorization to Proceed
Attachment 1

Authorization to Proceed

Kristen E. Solloway, PE
Fuss & O'Neill
146 Hartford Road
Manchester, CT 06040

Re: Amendment for Transportation Engineering and Related Services
Design Services for the Wall Street Corridor Improvements
Norwalk, Connecticut
Fuss & O'Neill Reference No. 20210301.A10

Budget: \$798,000

Dear Ms. Solloway:

I hereby authorize Fuss & O'Neill to proceed with the above-referenced project in accordance with the General Terms and Conditions date February 17, 2022 and this Amendment dated May 30, 2024.

Printed Name

Date

Signature

Title

City of Norwalk – *please complete information below.*

*Submit invoice as follows (✓ one →):	_____ Mail	_____ Email	_____ Online
Billing Contact: Name:			
Address:			
Phone/Email:			
Accounts Payable Contact: Name:			
Address:			
Phone/Email:			
Purchase Order Number:			

*** Indicate address, email address and website link if different than already provided.**

Wall Street Corridor Improvements Concept Plan: Phases 1 - 4



Project Phase: 2b
Title: Wall Street (Wall Street, West Avenue, Belden Avenue and Mott Avenue)
Status: Completed 30% Design, Advancing 60% Design - Seeking PAL Agreement
Schedule: Construction Start Q2 2026 (Simultaneously with LOTCIP)
Committed Funding: \$3,500,000 State Urban Action Grant

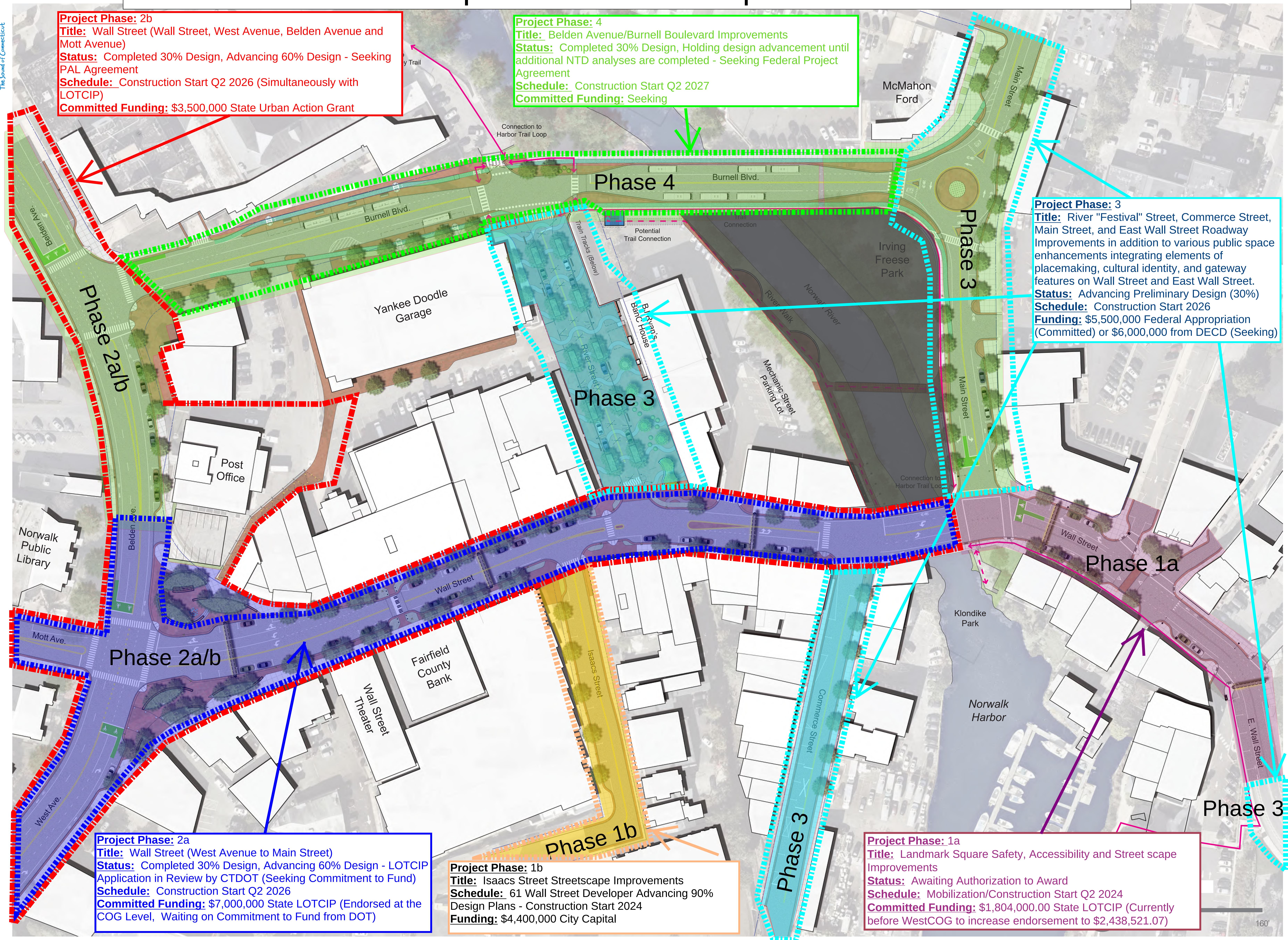
Project Phase: 4
Title: Belden Avenue/Burnell Boulevard Improvements
Status: Completed 30% Design, Holding design advancement until additional NTD analyses are completed - Seeking Federal Project Agreement
Schedule: Construction Start Q2 2027
Committed Funding: Seeking

Project Phase: 3
Title: River "Festival" Street, Commerce Street, Main Street, and East Wall Street Roadway Improvements in addition to various public space enhancements integrating elements of placemaking, cultural identity, and gateway features on Wall Street and East Wall Street.
Status: Advancing Preliminary Design (30%)
Schedule: Construction Start 2026
Funding: \$5,500,000 Federal Appropriation (Committed) or \$6,000,000 from DECD (Seeking)

Project Phase: 1a
Title: Landmark Square Safety, Accessibility and Street scape Improvements
Status: Awaiting Authorization to Award
Schedule: Mobilization/Construction Start Q2 2024
Committed Funding: \$1,804,000.00 State LOTCIP (Currently before WestCOG to increase endorsement to \$2,438,521.07)

Project Phase: 1b
Title: Isaacs Street Streetscape Improvements
Schedule: 61 Wall Street Developer Advancing 90% Design Plans - Construction Start 2024
Funding: \$4,400,000 City Capital

Project Phase: 2a
Title: Wall Street (West Avenue to Main Street)
Status: Completed 30% Design, Advancing 60% Design - LOTCIP Application in Review by CTDOT (Seeking Commitment to Fund)
Schedule: Construction Start Q2 2026
Committed Funding: \$7,000,000 State LOTCIP (Endorsed at the COG Level, Waiting on Commitment to Fund from DOT)





CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7335
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

To: Economic and Community Development Committee of the Common Council

From: Benjamin Yeung, P.E. – Senior Traffic Engineer, Transportation, Mobility, and Parking (TMP)

CC: Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism
James Travers – Director, TMP
Garrett Bolella – Assistant Director, TMP

Subject: June 2024 Agenda - Authorize the Mayor, Harry W. Rilling to execute an Agreement between the City of Norwalk and Stantec for Preliminary Design and Grant Support Services for the Norwalk River Valley Trail Wil-Walk Spur, planned to run underneath Grist Mill Road to Glover Avenue, in an amount not to exceed \$22,000.

Date: June 4, 2024

Memorandum

The goal of this project is to create a preliminary design level set of plans and construction cost estimate to be provided as part of a grant funding application for the completion of design and construction of a paved, multi-use extension of the Norwalk River Valley Trail (NRVT) from the completed Building & Land Technology (BLT) property at 300 Glover Avenue to the existing Wil-Walk trail section north of Grist Mill Road.

BLT has already constructed a portion of the paved path along the north side of their property. The trail is proposed to extend underneath Grist Mill Road (US Route 7) and then proceed approximately 500 feet uphill to connect with the recently completed Wil-Walk Spur, a section of the NRVT that runs north into the Town of Wilton. This proposed trail extension will improve safety, connectivity, and recreational opportunities for pedestrians and bicyclists in the Glover Avenue / Merritt 7 Station area.

The Connecticut Department of Transportation (CT DOT) has already provided conceptual approval for the trail to run beneath Grist Mill Road, and this preliminary design phase will help to coordinate further review and approvals with the State. The Western Connecticut Council of Governments (WestCOG) is also aware of the City's intention to pursue the completion of this trail section, which is important since many grant funding applications (such as Local Transportation Capital Improvement Program funding (LOTICIP), which has a solicitation opening in August 2024) go through a preliminary review by WestCOG. The plan is to have this preliminary design work form the basis for securing grant funding for the completion of this trail section.

Stantec is the engineering consultant that has been actively involved with the development of the NRVT in Norwalk for over 10 years. They are most familiar with the City's vision for the trail and have long-established relationships with key agency stakeholders for the project, including CT DOT and CT DEEP. Stantec was a collaborator on the 2012 Routing Study for the entire NRVT. Stantec also completed the 2017 Feasibility Study for the "Wil-Walk" Section of the NRVT, which includes the section of trail we are currently trying to connect to. Finally, in early 2024, Stantec recently completed a property line survey for properties along the alignment in the 2017 Feasibility Study, and collected topographical information in the vicinity of Grist Mill Road in order to develop a schematic layout for the proposed spur trail.

Stantec will be able to utilize their previous experience, data, and connections to facilitate this new design project (with grant support services) in the most efficient manner. Their proposed fee for this scope of work is a not-to-exceed fee of \$22,000, and work can begin immediately upon authorization.

REQUESTED ACTION: Authorize the Mayor, Harry W. Rilling to execute an Agreement between the City of Norwalk and Stantec for Preliminary Design and Grant Support Services for the Norwalk River Valley Trail Wil-Walk Spur, planned to run underneath Grist Mill Road to Glover Avenue, in an amount not to exceed \$22,000.

ACCT: 0924 3750 5777 C0777

Sincerely,

A handwritten signature in black ink that reads "Benjamin Yeung". The signature is written in a cursive, flowing style.

Benjamin Yeung, P.E., Senior Traffic Engineer – TMP



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 06/04/24

DEPARTMENT: TMP

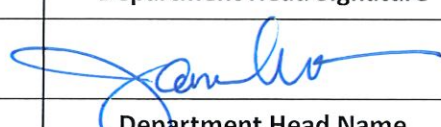
Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

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

TOTAL COST: \$22,000.00 MUNIS Account: 0924-3750-5777-C0777

VENDOR: Stantec

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
	☒	Supports	
Purchasing Agent Name	☐	Does Not Support	Department Head Name
		Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	<u>JAMES TRAVERS</u>
Date	☒		Date
			<u>6-4-24</u>

JUSTIFICATION:

Re: NRVT Wil-Walk Segment - BLT Spur

The goal of this project is to create a preliminary design level set of plans to be provided as part of a (Local Transportation Capital Improvement Program) LOTCIP funding application for the completion of design and construction of a paved, multi-use extension of the Norwalk River Valley Trail (NRVT) from the BLT property at 300 Glover Avenue to the existing Wil-Walk trail section north of Grist Mill Road.

Stantec is the engineering consultant that has been actively involved with the development of the Norwalk River Valley Trail (NRVT) in Norwalk for over 10 years. They are most familiar with the City's vision for the trail and have long-established relationships with key agency stakeholders for the project, including CT DOT and CT DEEP. Stantec was a collaborator on the 2012 Routing Study for the entire NRVT. Stantec also completed the 2017 Feasibility Study for the the "Wil-Walk" Section of the NRVT, which includes the section of trail we are currently trying to connect to. Finally, in early 2024, Stantec recently completed a property line survey for properties along the alignment in the 2017 Feasibility Study, and collected topographical information in the vicinity of Grist Mill Road in order to develop a schematic layout for the proposed spur trail.

Stantec will be able to utilize their previous experience, data, and connections to facilitate this new design project (with grant support services) in the most efficient manner.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



Stantec Consulting Services Inc.
55 Church Street, Suite 601, New Haven CT 06510

May 15, 2024

Attention: Ben Young, P.E.
Senior Traffic Engineer
City of Norwalk TMP
125 East Ave.
Norwalk CT 06851

Dear Mr. Young,

Reference: NRVW Wil-Walk Segment – BLT Spur

Stantec Consulting Services Inc. (Stantec) appreciates the opportunity to continue supporting this trail project. A LOTCIP short form application has already been submitted to WestCOG. It is our understanding that WestCOG will require that a preliminary design level set of plans be provided as part of the application in order for this project to be considered for LOTCIP funding. This was discussed with Kevin Mahoney of WestCOG on a recent phone call. The project involves the design of the trail connection from the recently construction BLT trail segment just south of Grist Mill to the existing Wil-Walk Segment north of Grist Mill.

Specifically, this scope includes:

1. Compile available and current GIS mapping information including contours, property lines, easements and other site elements to generate a base existing conditions plan for support of the design of the trail.
2. Provide trail layout plans, typical sections, profiles, site details and select cross sections at key areas. A trail model will be generated by using Civil3D to accurately define grading required. Provide erosion controls and fencing that may be required by CTDOT.
3. Review existing drawings and design of the BLT segment of the trail and coordinate the connection point.
4. Provide design information for the crossing below the Grist Mill Road. This will include a segmental block wall with fencing.
5. Provide plans and basic details for the boardwalk crossing that is anticipated to cross a wetland area.
6. Provide a DOT-format opinion of probable cost.
7. Compile the LOTCIP long form application including supporting letters, pedestrian forms, narratives and other associated documents.

Reference: NRVW Wil-Walk Segment – BLT Spur

8. Coordinate and obtain conceptual approval from DOT District 3 as noted in correspondence with DOT personnel.
9. Site visit to confirm conditions at the bridge.
10. Address one round of comments from WestCOG

Cost

Stantec will complete the proposed scope of work for a not to exceed fee of **\$22,000**. This work can be started immediately after receiving a signed proposal.

Exclusions and Clarifications

No field survey or additional wetlands flagging is included; however, this will be required for the next phase of the design which will involve obtaining local and state permits.

No permitting is included.

No structural design is included. Wall shall be segmental block.

No geotechnical investigation is included.

Easements are not included.

Please do not hesitate to call the undersigned if we can provide any additional information or answer any questions. If you are in agreement with this proposal please provide a formal contract for this work.

Regards,

Stantec Consulting Services Inc.



Antonio DiCamillo PE
Project Manager
Phone: 203-495-1645
Antonio.DiCamillo@stantec.com



CITY OF NORWALK
Jessica Vonashek
Chief, Economic and Community Development
jvonashek@norwalkct.gov
P: 203-854-7907
Norwalk City Hall
125 East Avenue, Room 122
Norwalk, CT 06851

TO: Economic and Community Development Committee

FROM: Jessica Vonashek, Chief of Economic & Community Development

DATE: June 6, 2024

RE: The City of Norwalk Modernization Project: Software Project Management Consulting Services Contract, Online Permitting and Licensing

The City of Norwalk manages a significant volume of permits and licenses crucial for new business ventures and developments, ensuring adherence to both local and state regulations. Annually, the Building Department and Planning and Zoning Department collectively issue up to 3,000 permits, while the Engineering Department issues approximately 750 permits. Each permit undergoes rigorous inspections, with detailed reports integrated into the City's ESRI GIS database.

These departments oversee a spectrum of tasks including contractor licensing, permit issuance, inspection management, compliance monitoring, violation rectification, fee collection, and comprehensive reporting. Additionally, the Health Department processes about 2,600 permits annually, conducts 2,950 inspections, and addresses 600 complaints. The city actively monitors and rectifies issues such as blight, zoning discrepancies, and other violations, responding to an average of 70 complaints per month, alongside addressing unresolved past complaints.

To manage these permits and violations efficiently, the retrieval of over 200,000 documents scattered across the city's various locations is imperative, involving meticulous effort from staff members.

From a customer service perspective, residents and applicants traditionally submit their permit applications in person at City Hall during office hours, necessitating multiple visits to different departments depending on the complexity of the request. The applicant physically moves the application from one department to another for approvals, while each department sifts through records to verify information pertinent to the request.

Due to the high volume and complexity of projects, businesses typically experience a 90-day turnaround time for receiving tenant fit-up permit approvals, with larger development projects requiring additional time due to inspections. This timeline includes the cumbersome

process of physically transferring applications between departments, a bottleneck that will be eradicated with the implementation of an online permitting and licensing software.

Aligned with the directives outlined in the Plan for Conservation and Development (2019) and the Efficiency Study (2021), the city is poised to adopt an online permitting and licensing system. This system will enable residents to digitally submit applications, facilitate concurrent departmental reviews, and streamline the issuance of permits. Furthermore, it will incorporate a comprehensive violation tracking mechanism, encompassing blight, zoning, and other infractions.

The modernization initiative will unfold in three phases. The initial phase encompasses a needs assessment, internal process enhancement, and the development of a request for proposal (RFP) for software selection. Subsequently, the second phase entails the procurement and implementation of the chosen software across all relevant departments. Finally, the third phase involves ongoing maintenance to address any identified gaps in the software and processes.

In Spring 2024, the city initiated Phase I of the modernization project by releasing an RFP. The objective was to engage a firm to analyze the current permitting and licensing workflow, identify industry best practices, assess existing software, and formulate an RFP for software acquisition. Additionally, the RFP sought a Project Manager for the software implementation phase.

Among the three responses received for Phase I, Berry Dunn emerged as the preferred candidate. The decision was unanimous among the participating departments, including Planning and Zoning, Business Development and Tourism, Health, IT, Public Works, and Procurement. Berry Dunn's extensive experience in successfully implementing online permitting and licensing software across more than 30 municipalities rendered them the ideal choice.

The city is set to commence work promptly with Berry Dunn, with an anticipated project timeline of 12 to 18 months.

Below is a breakdown of costs associated with this project:

Phase I: Software Project Management Consulting Services	\$150,000
Phase I: Documentation Digitization	\$300,000
Phase II: Software License Procurement	\$100,000
Phase II: Software/Process Installation	\$745,000
Phase III (potential)/Ongoing: Maintenance and Installation/Process Revisit and Licenses (Online Permitting and Licensing and Site Plan Review Software)	\$150,000

In total, the modernization project will cost approximately \$1.5M. Today, we have \$150,000 of ARPA funding allocated to the Phase I project management portion of this project. We have \$150,000 of ARPA funding and \$150,000 of capital funding (Planning and Zoning) allocated to the Phase I documentation digitization portion of this project. Funding for Phase

II, approximately \$845,000, will be requested as part of the Economic Community and Development capital budget for FY25/26. Ongoing software license costs, approximately \$25,000, will be requested as an Economic and Community Development operating item beginning in FY25/26.

ACTION: Authorize the Mayor, Harry W. Rilling, to execute an agreement with Berry, Dunn, McNeil & Parker, LLC for software project management consulting services in an amount not to exceed \$150,000.

Account: 13-700-013-13500-0000-5796-AEC15

Draft Scope of Work for Berry Dunn:

- Review and document current permitting, licensing, and violation procedures across relevant departments, including research and understanding of City Code, Ordinances, State Laws, etc.
- Assist in mapping a permit-flow and needs for development projects, considering capabilities and software needs.
- Review and document current software utilized by the city's permitting and licensing departments.
- Review and document the City's Land Records and database structures (parcel information, road segment information, GIS information)
- Evaluate the current document management software used by the city and provide recommendations for a streamlined approach.
- Assess the volume of undigitized documents in the permitting, licensing, and violations processes.
- Identify software solutions supporting diverse data types for permitting, plan reviews, project administration, code enforcement, inspections, citizen requests, with seamless GIS integration. Preferred software should include public-facing components such as payment options, online application submission, permit status tracking, inspection requests, and easy permit search functionality.
- Identify potential gaps in software functionality, integration opportunities with existing systems, and any compatibility issues, including but not limited to accounting/invoicing systems that meet each department's needs.
- Provide cost estimates and projected timelines for software adoption, installation, and full integration.
- Offer recommendations on the number of software seats based on user count and frequency of use.
- Develop an RFP on behalf of the City of Norwalk that can be used to select a vendor that will meet the City's needs.
- Continue to work with the city, as an ongoing resource, throughout the adoption and implementation of the selected software. Assist departments in integrating with the adopted software, including the process set up, integrating existing data into the new system, integrating payment capabilities and other elements of the integration.

03/20/2024

NORWALK PURCHASING DEPARTMENT

RESPONSE SUMMARY - PROJECT #4344

Software Project Management Consulting Services

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

VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMISSION
Berry, Dunn, McNeil & Parker, LLC	Yes	Yes
Trinity Consulting LLC	Yes	Yes
Remedy Healthcare Consulting LLC	Yes	Yes

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



4344 Software Project Management Consulting Services

Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Remedy HealthCare Care Consulting LLC	Mar 16, 2024 6:22 AM EDT	Sheila Richmeier	sheila@remedyhc.com	NDA5ODEy
BerryDunn	Mar 18, 2024 10:05 AM EDT	Kevin Price	rfps@berrydunn.com	NDEwMDIx
Trinity Consulting LLC	Mar 18, 2024 12:06 PM EDT	Robin Ford	robin@trinityconsult.com	NDEwMTY1



PROPOSAL

City of Norwalk

Software Project Management Consulting Services (Project Number 4344)

BerryDunn

2211 Congress Street
Portland, ME 04102-1955
207.541.2200

Kevin Price, Project Principal
kprice@berrydunn.com

Austin Nichols, Project Manager
austin.nichols@berrydunn.com

Proposal Due Date:
March 20, 2024 before 2 p.m. EST



March 20, 2024

City of Norwalk Purchasing Department
Attn: Sharon Conners
125 East Avenue, Room 211
Norwalk, CT 06856-5125

Dear Sharon Conners and Members of the Evaluation Team:

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn), thank you for the opportunity to submit this proposal in response to the City of Norwalk's (the City's) Request for Proposals (RFP) Project Number 4344 for Software Project Management Consulting Services. **We take pride in our history serving the City, having completed its Recreation and Parks Master Plan Update as a subcontractor to Kimley-Horn this past year, and we would welcome the opportunity to partner with the City again by way of this initiative.**

BerryDunn is a nationally recognized independent management and IT consulting firm founded in 1974 and headquartered in Portland, Maine. We have experienced sustained growth throughout our 50-year history by delivering a high level of service to clients in all 50 states—including dozens in the State of Connecticut (the State) and the New England region—Puerto Rico, and Canada. Our Consulting Services Team has been serving state, local, and quasi-governmental agencies for over 30 years, and we have more than 335 consultants with broad specialization across local government.

Proposing as the City's dedicated partner, **BerryDunn's Community Development and Utility Operations Practice (CDUO)** focuses on providing a variety of services related to municipal and county systems, regulations, processes, and fees. This practice brings functional area expertise across permitting, licensing, land management, zoning, inspections, planning, code enforcement, development, work order, asset management, and more. Of note to the City, we have conducted more than 100 system replacement projects and are familiar with all major licensing and permitting systems and their functionalities as a result.

As a principal in our Local Government Practice Group and leader of CDUO, I am authorized to bind BerryDunn to the commitments made herein. I can also positively commit that if chosen to partner with the City on this initiative, we will perform all requested services. Our proposal is a firm and binding offer valid for 90 days following the submission deadline of March 20, 2024. **That said, please consider me your primary point of contact should the City have any questions or updates during the evaluation process.**

Sincerely,

A handwritten signature in blue ink that reads 'Kevin Price'.

Kevin Price, MPP, PMP®, Prosci® CCP, Principal
2211 Congress Street, Portland, ME 04102
207-541-2379 | kprice@berrydunn.com

TABLE OF CONTENTS

Table of Contents	i
Section 1 – Executive Summary	1
Section 2 – Scope of Services	8
Section 3 – Project Team Organization and Staffing	11
Section 4 – Project Approach.....	16
Section 5 – Financial Strength.....	18
Section 6 – References	20
Section 7 – Timeline	28
Section 9 – Other Information	37
Section 10 – Forms	38
Appendix A – Resumes.....	39
Appendix B – Broader Systems Consulting Experience	47

SECTION 1 – EXECUTIVE SUMMARY

Introducing BerryDunn

BerryDunn is a nationally recognized independent management and IT consulting firm focused on inspiring organizations to transform and innovate. As a Limited Liability Company formed in 1974 with 65 principals and 34 owners, **BerryDunn employs more than 875 staff across eight offices, depicted in Figure 1.**

Figure 1: BerryDunn's Office Locations

Portland ME	Bangor ME	Manchester NH	Boston MA	Hartford CT	Charleston WV	Phoenix AZ	San Juan PR
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Our Consulting Services Team has been serving state, local, and quasi-governmental agencies for over 30 years and includes more than 335 staff members. From extensive project experience for more than 650 state, local, and quasi-governmental agencies, our team brings valuable perspectives to every engagement. Our firm provides a full range of professional services that supports our ability to complete tasks outlined by the City on this initiative. These include:

- **Business Process Improvement, Reviews, and Redesign**
- **Software Planning and Procurement**
- **Software Implementation Project Management and Oversight**
- **Organizational Change Management**
- Performance Analyses
- Organizational, Operational, and Staffing Analyses
- Cost of Service and Fee Studies
- IT Assessments and Strategic Planning
- Comprehensive/Master Planning
- Enterprise and Departmental Strategic Planning
- Project Assessments and Remediation
- Leadership and Organization Development

Additionally, our team members have prior experience leading state and local government agencies, providing them with an in-depth understanding of government operations, staffing needs, budgetary constraints, and the business processes required to provide necessary services to the internal divisions and the constituents the City serves.

Figure 2, on the following page, illustrates the overall organization of BerryDunn's Local Government Practice Group. We provide unparalleled expertise and unique insights across these practices, supporting our clients in solving some of their biggest challenges and addressing opportunities to improve and plan.

Figure 2: Local Government Practice Group Specialization



As mentioned, CDUO will serve the City on this initiative. This practice focuses on municipal and county systems, regulations, processes, and fees related to permitting, licensing, land management, zoning, inspections, planning, code enforcement, development, work order, and asset management functions. Our familiarity with these functional areas both in our consulting work and our team members' prior experience serving in the local government landscape will help ensure we effectively assess the City's current environment and prepare for a sounder future licensing and permitting state.

Why Choose the BerryDunn Team?

We would consider it a privilege to serve as the City's partner on this project. We have led dozens of comparable projects in the local government landscape; bring strong functional area expertise; offer a strong presence in the State and the New England region; and possess many other attributes that other proposers would be troubled to match. Below and on the following page, we further describe the value we offer the City on this important effort.



Comfort in working as a team

Not only is our proposed team experienced in delivering relevant consulting services, but they are also experienced in delivering these services together. As a result, they can deliver exceptional outcomes, as our approach is developed to play well to each team member's strengths. To provide a recent example, Kevin Price, Austin Nichols, and Joseph Bergeon are currently serving as part of a project team for City of Denton, Texas as we assist them in selecting a new

software system to manage planning, permitting, inspections, and code enforcement functions. This project has remained on schedule and the software system RFP was released earlier this month.



Highly skilled and knowledgeable project team members

CDUO is composed of highly skilled and knowledgeable project team members who leverage industry best practices and guiding principles in conducting their work. Assigned to the City's project team, we have two individuals certified by the American Institute of Certified Planners (AICPs) and leverage this to help ensure the recommendations we develop align with relevant standards. These AICPs also have familiarity working in the State's local government landscape and bring that firsthand knowledge to the projects they conduct. To complement that, we are including a geographic information system (GIS) subject matter expert (SME). This GIS SME will help to evaluate the City's lands records and databases structures to seamlessly integrate these elements into the City's future solution.



A proactive approach to conducting activities across the system replacement life cycle

Our approach is multifaceted and considers how early activities impact the success of the eventual implementation effort. As we seek to gain a clear understanding as to the full scope of the current environment, we will seek to mitigate challenges that are most common and develop recommendations that will make the strongest impact. We bring familiarity across the full system replacement life cycle, and as a result, we add value at every step and can proactively plan for a more streamlined implementation process.



Independence and objectivity

Central to our identity is the preservation of our independence and objectivity. Our team has many years of large-scale enterprise business process, system advisory, and implementation experience, but our firm does not sell, develop, or provide staff augmentation services for software, hardware, or implementation vendors. Further, we do not have any preferred vendors and the City will not find our name listed as partners, affiliates, or sponsors of any vendor, nor does BerryDunn sell hardware or software products. This—along with our BerryDunn Bridge program—allows us to provide unbiased system consulting services and only work in the City's best interests at all times when procuring for a suitable licensing and permitting system.



A tailored approach rooted in proven methodologies and based on the City's specific needs. Our work for the City will be guided by established project management methodologies and best practices as defined by the Project Management Institute® (PMI®). These methodologies provide a proven framework for leading any type of project—keeping it on time, on

budget, and progressing at a healthy pace. We are also well-versed in business process mapping software—particularly BPMN 2.0—allowing us to visually depict as-is and to-be environments, confirm our understanding of our clients’ current and desired processes, and help ensure optimal efficiency and productivity. We will leverage these and other tools, as well as remain flexible to the nuanced needs of the City, to effectively guide and support this effort.

Relevant Experience

Our Commitment to Serving Clients in the State

As noted in our cover letter, we have extensive experience serving clients in the State and the New England region. **This experience includes a prior project with the City itself.** Just last year, BerryDunn’s specialized Parks, Recreation, Libraries Practice completed the City’s Recreation and Parks Master Plan Update.

Additionally, our proposed planning and development subject matter experts, Khara Dodds and Samuel Eisenbeiser, have extensive experience leading planning, community, and economic development departments in the State.

Khara previously served as:

- Director of Planning and Community Development for the Town of Glastonbury
- Director of Planning and Economic Development for the Town of Plymouth
- Director of Planning for the City of Hartford Department of Development Services.

As such, she understands the local and regional requirements, trends, and best practices that may influence the City’s efforts related to these areas.

Samuel previously served as:

- Economic Development Specialist for the Towns of Groton
- Economic Development Coordinator for North Stonington

In those roles, he facilitated local business retention and expansion across Connecticut, including site finding, administering tax abatement and grant programs, technical assistance, and industry support.

Khara and Sam’s prior local government experience in the State combines with BerryDunn’s recent project experience, shared below, to deliver exceptional outcomes to the City.

- | | |
|--|---|
| • City of Norwalk (as a subcontractor to Kimley-Horn) | • Southern Connecticut State University |
| • City of Waterbury | • Town of Cromwell |
| • State Department of Children and Families | • Town of Greenwich |
| | • Town of Groton |
| | • Town of Manchester |

- State Department of Public Health
- State Department of Social Services
- Silver Fern Healthcare
- University of Saint Joseph
- Wesleyan University

Industry Project Experience Highlights

We take pride in our long history working directly with permitting, land management, development services, community development, planning, and building departments. From this experience, we have gained an in-depth familiarity and understanding of the complexity of the services the City provides, as well as its customers and the systems and processes that support the delivery of services to customers.

Table 1 presents highlights of our relevant experience for the City’s review, particularly projects where permitting and/or licensing were in scope or technology and/or business processes were being modernized. References to Community Development systems refer to systems used to manage planning, permitting, inspection, code enforcement, and licensing processes.

Table 1: Relevant Industry and Project Experience Highlights

Client	Worked Performed
City of Attleboro, MA	Development Review Process Improvement Services
City of Beaverton, OR	Community Development System Selection and Implementation Project Management
City of Boca Raton, FL	Community Development System Selection and Implementation Assistance
City of Boston, MA	Business Process Mapping and Improvement of Right-of-Way Coordination and Management
City of Broken Arrow, OK	Community Development System Selection and Implementation Project Management Assistance
City of Denton, Texas	Community Development
City of Detroit, Michigan	Housing and Revitalization Department Software Needs Assessment and Requirements Development
City of Farmers Branch, TX	Community Development System Selection and Implementation Project Management Assistance
City of Fort Worth, TX	Structural Efficiency Study for Development Services Department
City of Frisco, TX	As-Is Process Diagramming and Improvement Recommendations for Plan Review Processes

Client	Worked Performed
	Electronic Plan Review (EPR) System Selection and Implementation Oversight
City of Hillsboro, OR	Community Development System Selection Assistance
City of Irvine, CA	Community Development Permit Software Needs Assessment and Implementation Project Management Services
City of Leander, TX	Development Process Review
City of Miami Beach, FL	Review of Regulations and Processes Relating to Development Projects
City of Philadelphia, PA	Philadelphia Water Permit Tracking Replacement System
City of Plano, TX	Development Services Solution Selection and Implementation Project Management Assistance
City of Puyallup, WA	As-Is Business Process Diagramming for Community Development Functions
City of Richland, WA	Community Development Business Process Review
City of Rockville, MD	Community Development Business Process Mapping, Analysis, and Training
City of Scottsdale, AZ	Community Development System Selection Assistance
City of Tucson, AZ	Community Development System Selection Assistance and Implementation Support
City of Wilmington, NC	Community Development System Selection and Implementation Project Management
City of Woodinville, WA	Permitting Operations Improvement Implementation
Town of Wells, ME	Permitting Process Review
Village of Schaumburg, IL	Permitting and Inspections Operational Study
Clark County, WA	Environmental Public Health System Selection and Implementation Project Management
Doña Ana County, NM	Community Development System Selection Assistance
Maui County, HI	Needs Refinement and Permit Software Acquisition
Pitkin County, CO	Community Development System Selection and Implementation Assistance
Pitkin County, CO	Community Development Department Process Review

Client	Worked Performed
Sonoma County, CA	Management Study for Permitting and Resource Management Department
Travis County, TX	Consultation Development Review Process and Fees

Our broader local government systems consulting experience is provided in Appendix X for the City's further review and consideration.

SECTION 2 – SCOPE OF SERVICES

Project Understanding

Permitting and licensing are critical functions for the City of Norwalk. The City serves as a leader in attracting new businesses and investment, and efficient and effective permitting and licensing processes are critical in accommodating new developments and minimizing adverse impacts. The City currently issues over 6,000 permits collectively across its Building, Planning and Zoning, Engineering, and Health Departments, as well as conducts several thousand inspections annually. While the focus of this project is to adopt a software solution that will facilitate an efficient and effective permitting and license process for residential and commercial projects, the City also recognizes the importance of integrating its future system with other departments, like the Health Department and others, to help ensure data share is consistent, accessible, reliable, and accurate.

The City seeks partnership with a highly qualified consulting team to guide and support this effort. The ideal consulting team will:

- Review and document the current state
- Infuse understanding and research of City Code, Ordinances, and State Laws in their analysis
- Map relevant business processes
- Provide recommendations for a more streamlined approach
- Develop an RFP
- Analyze and help to identify well-suited future solutions
- Support and advise during selection activities
- Support contract negotiations and implementation efforts

BerryDunn brings extensive experience providing these services and would welcome the opportunity to partner with the City in its licensing and permitting modernization effort.

Work Plan Overview

BerryDunn strives to be flexible when it comes to developing and executing an effective work plan. **We understand that no two projects are exactly alike, and our past clients have appreciated our willingness to adapt to their needs.** This mindset plays a foundational role in how we measure the success of our portfolio of similar projects.

The City can expect our approach to offer the following key benefits:

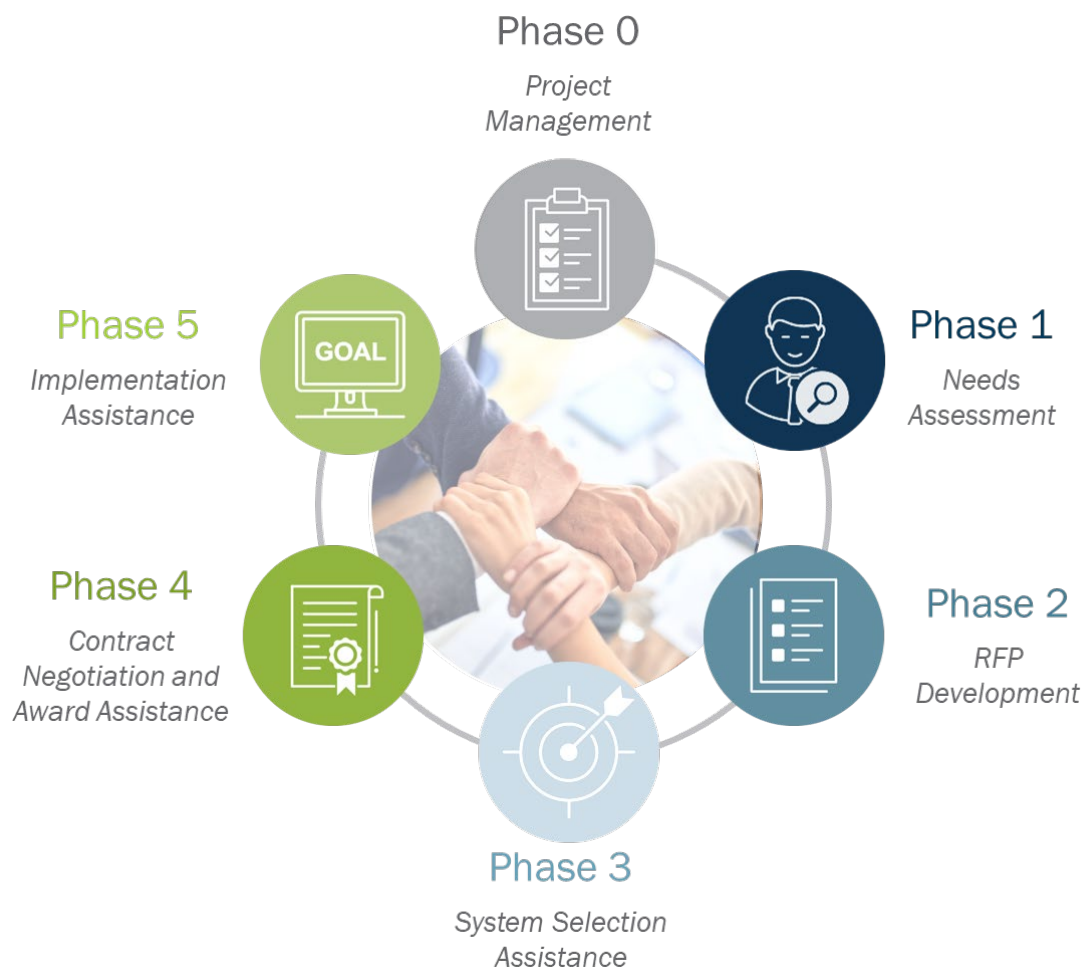
- A methodology based on our extensive experience conducting similar projects
- Quality assurance processes that incorporate the City's review and approval of all deliverables and key milestones
- Built-in project management and change management best practices—focused on keeping the project on time, on budget, and progressing at a healthy pace—for the

City's stakeholders to understand why and how findings and recommendations will improve the current licensing and permitting environment

- A needs assessment that will include all functional areas within scope, and focus on how those areas interact with each other and integrate with existing systems
- Thorough business process improvement activities, helping the City identify root causes of process and/or system deficiencies
- A focus on taking full advantage of the newest technology and harnessing efficiencies by reviewing business practices or implementing technology to enhance existing business processes performed by individual departments and those performed across the City
- An ability to satisfy all requirements set forth in the City's scope of work

Figure 3 presents an overview of our work plan intended to address all elements of the City's requested scope of services.

Figure 3: Project Work Plan Overview



The City's Assigned Support Team

We briefly describe our assigned team's qualifications, emphasizing this project's expertise and our prior association with them, in the narrative that follows.

BerryDunn

2211 Congress Street
Portland, ME 04102

As mentioned, **BerryDunn** brings 30 years of experience and a track record of conducting more than 100 related system replacement projects to the City's initiative. Leveraging our independence and objectivity, we actively guide clients in their modernization efforts, looking closely

at ways in which they can improve business processes or better take advantage of technology to be more efficient and effective in how they operation. BerryDunn previously partnered with the City on its Recreation and Parks Master Plan Update and will leverage existing familiarity as appropriate.

Croswell-Schulte IT Consultants

406 Winners Circle
Frankfort, KY 40601

We have carefully selected a subcontractor for this engagement, **Pete Croswell of Croswell-Schulte IT Consultants**. Pete has a wide array of IT and GIS experience. Pete has worked as an IT user, manager, and consultant for the last 30 years, providing IT and GIS planning, design, and project and program management primarily to public-sector

and utilities organizations. Pete has partnered with BerryDunn on more than 20 IT assessment, planning, and procurement support projects, and is proposed as a GIS and Land Records SME for the City's initiative.

SECTION 3 – PROJECT TEAM ORGANIZATION AND STAFFING

Organizational Structure

We are pleased to propose a project team with in-depth experience leading process improvement initiatives with municipal permitting and licensing departments, as well as multi-disciplinary backgrounds in the public sector. We pride ourselves on project team cohesiveness, and our culture fosters clear communication, an understanding of team members' responsibilities, and the expectation to support each other throughout the project. While our project team members individually bring expertise to this project, as a group they will provide the City with a strong, objective team that establishes credibility, professional trust, and cooperative working relationships with the City's project manager, staff, and internal and external stakeholders alike. **Figure 4 depicts our project team's organizational structure.**

Figure 4: Project Team Organizational Structure



Roles, Responsibilities, and Qualifications

Below, we provide details of our project team members' roles, responsibilities, and key qualifications for the City's further review and consideration. **Full resumes are provided in**

Appendix A. We have included estimated percentages to present how the project effort will be divided among our team members.



Kevin Price | Project Principal

MPP, PMP®, Prosci® CCP

Estimated Time on the Project: 10%

Kevin is a principal in BerryDunn's Local Government Practice Group. He leads CDUO, assisting agencies like the City with business process improvement, system selection and implementation, and fee analysis projects. He has led business process improvement, system selection, and strategic planning projects for some of BerryDunn's most complex local government clients, including the City of Boston, Massachusetts; the City of Philadelphia, Pennsylvania; the City of Detroit, Michigan; and the City of Dallas, Texas. A certified Project Management Professional® (PMP®), Kevin has extensive experience in assessing the business needs and processes of municipal clients for licensing, permitting, inspections, planning, code enforcement, and land management functions. Kevin is also a Lean Six Sigma Green Belt, allowing him to continuously define, measure, analyze, improve, and control projects and environments for his clients.

As **project principal**, Kevin will:

- Have overall responsibility for the services we have proposed to the City
- Help ensure the commitment of our firm and appropriate resource allocation
- Review and approve all deliverables in accordance with BerryDunn's quality assurance processes



Austin Nichols | Project Manager

MPA

Estimated Time on the Project: 25%

Austin is a senior consultant in our Local Government Practice Group and specializes in leading software system replacement projects, both as a consultant and former local government leader. Having led multiple software system replacement projects, Austin excels by developing action plans through understanding stakeholder requirements, setting goals with measurable outcomes, managing project risks and issues, and providing transparent communication throughout the life cycle of the effort. He has successfully managed the implementation of large-scale projects, including enterprise resource planning (ERP) and computer-aided dispatch (CAD)/record management systems (RMS), developed a mobile app to connect citizens to city services, and led a Work Smarter initiative to reduce cost and increase the efficiency of utility and public works departments.

As **project manager**, Austin will:

- Act as the primary liaison with the City

- Be responsible for maintaining a constructive and clear line of communication between the City's staff and BerryDunn
- Monitor project progress
- Track the initiation and completion of tasks and milestones



Joseph Bergeon | Business Analyst

BS

Estimated Time on the Project: 30%

Joseph is a consultant in our Local Government Practice Group and regularly supports CDUO. Joseph brings experience in government and community engagement at the local and federal levels. Joseph is focused on operational management, business process improvement, and analytical review for government institutions in the education, legislative, and community governance fields. Joseph has served in a similar role for the Cities of Denton and Fort Worth, Texas.

As **business analyst**, Joseph will:

- Assist the project team with facilitating meetings, preparing status reports, and developing project deliverables in a timely manner



Kate Offerdahl-Joyce | Procurement Lead

NIGP-CPP

Estimated Time on the Project: 10%

Kate is a senior consultant in our Local Government Practice Group who focuses on procurement and contract analysis—having led more than 30 municipal clients through comparable system selection projects. They bring more than 11 years of procurement, process improvement, and recommendation implementation experience. With a strong background in project management, Kate has hands-on experience working with a wide array of teams and organizations to improve business processes to be more efficient, user-friendly, and time and cost-effective. Kate is also a National Institute of Governmental Purchasing Certified Procurement Professional.

As **procurement lead**, Kate will:

- Oversee the RFP process with the City as well as provide perspective on procurement processes and compliance best practices



Khara Dodds | Planning and Development SME

AICP, MCRP

Estimated Time on the Project: 5%

Khara is a senior consultant in BerryDunn's Local Government Practice Group. She often leads analysis and recommendations development activities on engagements led by CDUO. She is an AICP-certified planner with over 13 years of leadership experience and 20 years of planning and community engagement expertise. Khara has led various departments in planning and land use services, economic development, code enforcement, and inspections services, most recently as the Director of Development Services for the Town of Prosper, Texas, and as Director of Planning and Land Use Services for the Town of Glastonbury, Connecticut. Khara is a member of BerryDunn's Diversity, Equity, Inclusivity, Belonging, and Accessibility (DEIBA) Council, specifically the Systemic Barrier Subcommittee, and she is certified in Equitable Community Change through eCornell University. She offers a unique and critical skillset to every initiative in which she participates, and specializes in planning and implementation, leadership, and process improvement.



Sam Eisenbeiser | Planning and Development SME

MCP, AICP

Estimated Time on the Project: 5%

Sam is a senior consultant in BerryDunn's Local Government Practice Group. An AICP-certified planner with over 20 years of experience, he specializes in fostering economic development at the community level. He believes in the potential of quality planning to build local economies and vibrant places, and he considers community engagement and data analysis as integral to this work. Sam has recent experience as an economic development specialist for the Town of Groton, Connecticut, where he led a branding and marketing effort, including the creation of a digital marketing campaign for the town. He also played an instrumental role in creating a comprehensive economic development strategy (CEDS) for the region which earned recognition from the National Association of Development Organizations as innovative and representative of best practices. Thanks to his recent public-sector experience, Sam has firsthand experience leading communities—including business stakeholders—through challenging situations, whether that's a pandemic or an extreme weather event. He understands how to generate consensus and provide innovative insights that keep communities moving forward.

As **planning and development SMEs**, Khara and Sam will:

- Provide specialized knowledge and assistance on relevant operations within the City, drawing upon their prior public-sector and project experience
- Contribute relevant regional expertise when and where it most benefit the City



Pete Crowell | GIS and Land Records SME

PMP®, GISP, CMS

Subcontractor

Estimated Time on the Project: 15%



Pete has over 40 years of experience in IT requirements assessment, business process evaluation, IT planning, quality assurance, and project management. He began his career as an IT analyst and manager for a local government organization and, for the past 30 years, has worked as a consultant for a wide range of public-sector organizations—including IT-related projects for over 45 local governments in the U.S. and Canada. He combines detailed technical expertise with seasoned management and communication skills. He is a certified PMP® and an author of many professional publications on IT management and technical topics. In addition to his consulting work, Pete is an adjunct instructor for the Penn State University Dutton E-Education Institute teaching courses on IT project management. He has in-depth experience with a range of systems important for local government operations including ERP and financial management, GIS systems and structures, infrastructure asset management, plan/permit management, document management, and public safety dispatch and records management.

As **GIS SME**, Pete will:

- Support our review of the scope and organization of the City's GIS environment
- Support the development of our written deliverables
- Help facilitate fact-finding interviews with stakeholders

SECTION 4 – PROJECT APPROACH

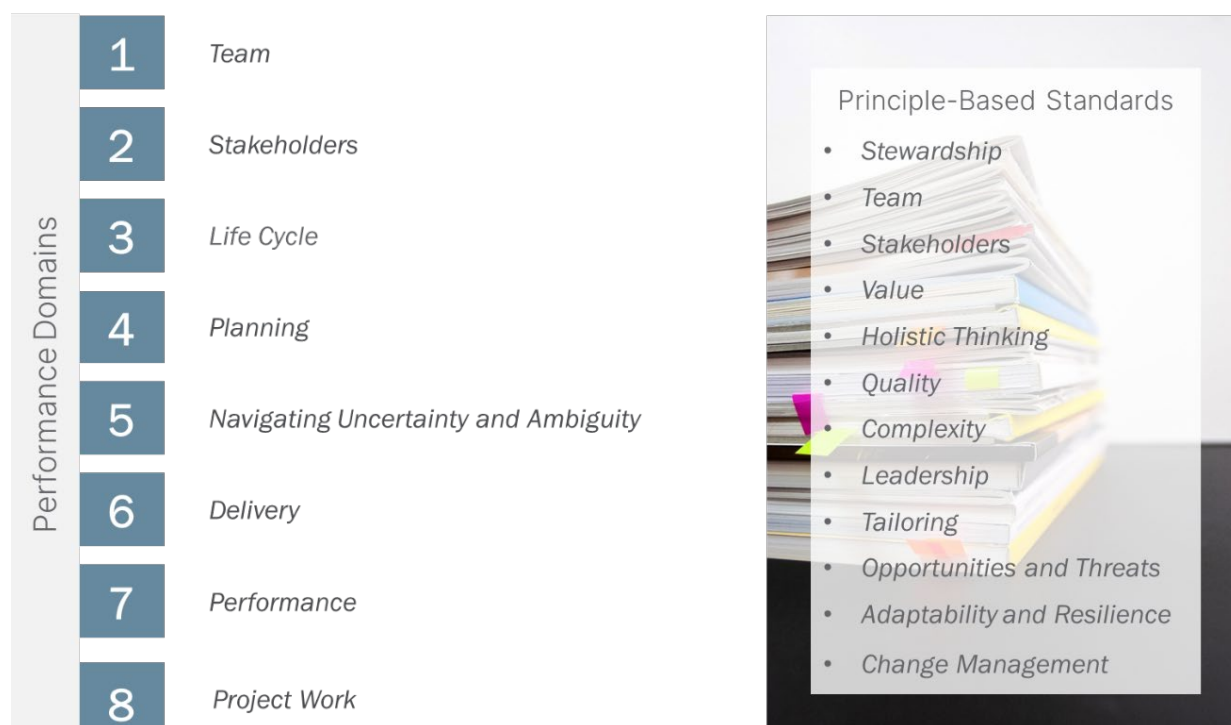
Applied Methodologies

Project Management Methodology

To help ensure that project objectives are met, and initiation and completion of project work are conducted in a timely manner, each BerryDunn project is led by an experienced project manager who understands and utilizes project management best practices. Our Consulting Services Team employs project management best practices from PMI®'s A Guide to the Project Management Body of Knowledge® Guide (PMBOK® Guide). Of note to the City, our proposed project principal, Kevin Price, is a certified PMP® and highly skilled in keeping projects on time, on budget, and progressing at a healthy pace.

Figure 5 illustrates the standards of project management as defined by performance domains and project delivery principles that are critical for effective delivery of project outcomes.

Figure 5: Performance Domains and Project Management Guiding Principles



Change Management Methodology

Stakeholders' willingness to adopt new processes and tools plays a significant role in the success—or failure—of related projects. We have observed resistance to change in virtually all our engagements, and we will work with you to proactively address resistance by:

- Engaging stakeholders at the right level throughout the project to build understanding for the need for change and gain support from the people who will be using the future solutions and who are most familiar with current licensing and permitting processes
- Developing and executing a communications plan that considers the information needs of each stakeholder group
- Documenting business processes and working with stakeholders to understand how their work will be performed in the future environment

We have adopted the Prosci® change management methodology and trained over 100 consultants to become Prosci® Certified Change Practitioners (CCPs). **A central focus of the Prosci® change management approach is the belief that, for change to work in an organization, individuals must be willing to change and understand change.** Additionally, according to research conducted by Prosci®, the likelihood of project success increases significantly and in alignment with the level of change management focus applied to the project. Even small increases in focus on change management are likely to have a positive impact on project success.

Figure 6: Change Management's Impact on Project Success



We proudly tailor our projects to recognize the work our clients do every day. We care about what we do, and we care about the people impacted by our work.

SECTION 5 – FINANCIAL STRENGTH

As a privately held Certified Public Accounting and Consulting firm, BerryDunn is not required to prepare audited or un-audited financial statements; however, the financial information and exhibits provided in this section exemplify the strong financial condition of our firm. BerryDunn has sustained steady growth during our 50-year history.

Should the City require additional information regarding BerryDunn's financial stability, we would be pleased to provide that at your request. Additionally, for more information on BerryDunn's financial stability, you may contact William Schad, Vice President, Commercial Lending at TD Bank in Portland, Maine, at 207-761-8612 or by email at william.schad@tdbanknorth.com.

Figure 7 presents BerryDunn's revenue for the previous 20 fiscal years.

Figure 7: BerryDunn Yearly Revenue (in millions) Previous 20 Fiscal Years

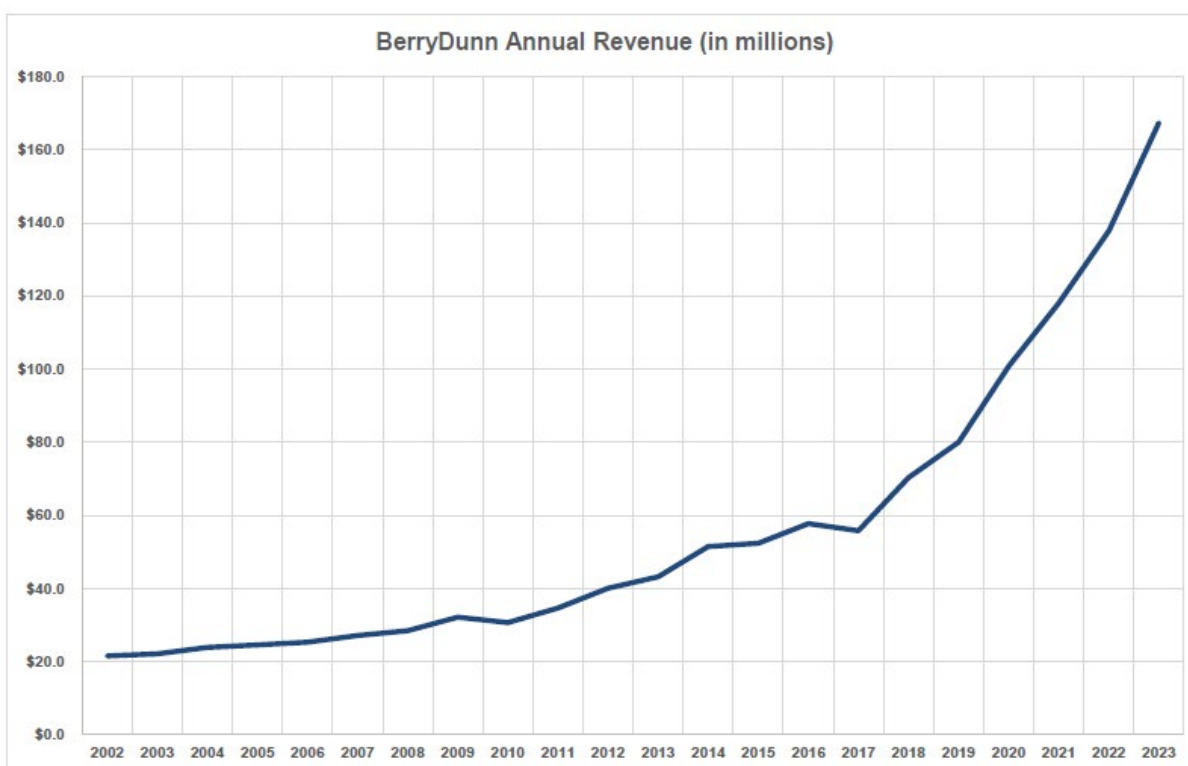


Figure 8 provides BerryDunn's Condensed Financial Information for the previous three fiscal years.

Figure 8: Condensed Financial Information for the Years Ended June 30

Berry Dunn McNeil & Parker Condensed Financial Information For the Years Ended June 30			
	FY21	FY22	FY23
Current Assets	\$ 42,783,489	\$ 38,427,950	\$ 49,042,301
Fixed Assets, Net	6,388,402	8,438,942	7,766,750
	<u>\$ 49,171,891</u>	<u>\$ 46,866,892</u>	<u>\$ 56,809,051</u>
Current Liabilities	20,886,863	13,310,193	15,183,332
Shareholder Equity	28,285,028	33,556,699	41,625,719
	<u>\$ 49,171,891</u>	<u>\$ 46,866,892</u>	<u>\$ 56,809,051</u>
Operating Revenue	118,086,764	137,885,236	167,391,491
Salary & Benefits	(72,173,444)	(90,601,668)	(108,199,321)
Depreciation & Amortization	(1,061,243)	(1,254,131)	(1,743,010)
Interest Expense	(27,998)	(109,232)	(312,742)
All Other Operating Expenses	(23,565,673)	(30,253,836)	(36,055,418)
Net Income	<u>\$ 21,258,406</u>	<u>\$ 15,666,369</u>	<u>\$ 21,081,000</u>
The above information is confidential and proprietary to Berry, Dunn, McNeil & Parker. Any inquiries or requests for additional information should be direct to Sarah Belliveau, CEO.			

SECTION 6 – REFERENCES

Below, we provide five references for whom we provided similar services. We are happy to provide additional information upon request.

Reference 1

Client/Agency Name	City of Scottsdale, Arizona
Contact Name and Title (project manager role preferred), Telephone, and Email	Stacy Westerholm Systems Integrator Supervisor 480-312-3111 swesterholm@scottsdaleaz.gov
Number of Projects Completed for Client/Agency	1
Project Names	Planning, Permitting, and Code Enforcement System Selection Assistance
Project Descriptions	BerryDunn was selected by the City to assess current permitting systems and select a solution for the future. The City was using custom software, much of which was built in-house over 20 years ago. BerryDunn is working with the City to negotiate a contract with their selected vendor. BerryDunn's contract to provide implementation project management during the system implementation is being brought to City Council for approval on April 2.
Project Approach and Methodology	Recognizing a need to modernize, BerryDunn conducted a current environment assessment report, as-is process diagrams, recommendations for improvement report, finalized functional and technical requirements, and an RFP package.
Year of Project and Length of Project	06/2022 to present, planned completion date is 4/2024
Project Budgets and Final Invoiced Amount	\$270,960, \$251,632.64 has been invoiced to-date. The remaining amount is for remaining contract negotiation and award support.
Contractor Personnel Assigned to Project and Project Role:	Kevin Price, Principal Austin Nichols, Project Manager

Reference 2

Client/Agency Name	City of Plano, Texas
Contact Name and Title (project manager role preferred), Telephone, and Email	Elizabeth Johnson Assistant to the City Manager 972-941-5183 ejohnson@plano.gov
Number of Projects Completed for Client/Agency	3, 4 th is in-progress
Project Names	TRAKiT Assessment Building inspections Process Improvement Project Community Development System Selection Project Community Development System Implementation Project Management Support
Project Descriptions	BerryDunn is currently assisting the City of Plano with comprehensive project oversight services for the Development Services Software Replacement project. This includes management and oversight of multiple vendors, creating and maintaining an internal schedule for City staff and implementing organizational change management. BerryDunn previously assisting the City with a Development Services System Replacement Project. This project involved pre-RFP vendor demonstrations, development of functional and technical requirements, RFP development, system selection assistance, and contract negotiation assistance. The City selected Unisys and Avolve to implement the Clariti and ProjectDox systems.
Project Approach and Methodology	TRAKiT Assessment - Assessment of existing software system through document review, staff surveys, and interviews with staff - Analysis of options to upgrade or replace Building inspections Process Improvement Project

Client/Agency Name	City of Plano, Texas
	- Customer engagement - As-Is Process Diagramming - Recommendations for Improvement Community Development System Selection Project - Pre-RFP Demonstration Facilitation - Requirements and RFP Development - System Selection Assistance - Contract Negotiation Support Community Development System Implementation Project Management Support - Project Management support focused on overall risk and issue management - Participation in vendor analysis sessions - Leading a data scoping effort to plan for data not in the current TRAKiT system
Year of Project and Length of Project	TRAKiT Assessment: 04/2021 to 11/2021 Building inspections Process Improvement Project: 09/2021 to 01/2022 Community Development System Selection Project: 01/2022 to present
Project Budgets and Final Invoiced Amount	TRAKiT Assessment: \$39,880 Building inspections Process Improvement Project: \$28,320 Community Development System Selection Project: \$96,750 Community Development System Implementation Project Management Support: \$923,950, \$223,986.26 invoiced to-date
Contractor Personnel Assigned to Project and Project Role:	Kevin Price, Principal Austin Nichols, Project Manager

Reference 3

Client/Agency Name	City of Denton, Texas
Contact Name and Title (project manager role preferred), Telephone, and Email	Erin Matheson IT Project Manager 940-349-7183 erin.matheson@cityofdenton.com
Number of Projects Completed for Client/Agency	1, 3 are in-progress
Project Names	Citywide IT Strategic Plan Land Management System Selection Project
Project Descriptions	BerryDunn worked with the City of Denton to develop an IT Strategic Plan focused on elements such as IT department policies, practices, standards, and risk profiles; as well as the organization's technology services and solutions— developing recommendations for these areas to align with best practices and the City's mission, vision, and goals. As an outcome of the IT Strategic Plan project, the City opted to move ahead with a Land Management System Selection Project to replace the system currently used for managing planning, permitting, code compliance, inspections, and licensing processes. BerryDunn is currently assisting the City with this project and will be supporting the City through the selection phase and is under contract to provide project management during the implementation phase.
Project Approach and Methodology	The final IT Strategic Plan identified existing challenges and strategically planned projects and initiatives to address those challenges over five years of planned improvements. For the Land Management System Selection Project, BerryDunn is currently assisting the City with completion of the needs assessment phase and will be proceeding with requirements and RFP development in January 2023.
Year of Project and Length of Project	Citywide IT Strategic Plan: 08/2021 to 08/2022

Client/Agency Name	City of Denton, Texas
	Land Management System Selection Project: 08/2023 to present
Project Budgets and Final Invoiced Amount	Citywide IT Strategic Plan: \$74,840 Land Management System Selection Project: \$106,940, \$63,670.75 invoiced to-date
Contractor Personnel Assigned to Project and Project Role:	Kevin Price, Principal Austin Nichols, Project Manager Joseph Bergeon, Business Analyst

Reference 4

Client/Agency Name	City of Tempe, Arizona
Contact Name and Title (project manager role preferred), Telephone, and Email	Ryan Hile Business Systems Supervisor 480-350-8332 ryan_hile@tempe.gov
Number of Projects Completed for Client/Agency	1
Project Names	EPR Process Diagramming and System Selection
Project Descriptions	In late 2022, the City of Tempe sought implementation of an EPR system with its current Accela permitting software system. In advance of this effort, the City selected BerryDunn to conduct business process diagramming for the Community Development Department's existing planning, permitting, plan review, inspection, and code enforcement processes; provide recommendations for improvements; and develop requirements for the new EPR system.
Project Approach and Methodology	We provided the City with functional and technical requirements and prepared the City for the RFP stage of the software selection process.

Client/Agency Name	City of Tempe, Arizona
Year of Project and Length of Project	11/2022 to 07/2023
Project Budgets and Final Invoiced Amount	\$79,540
Contractor Personnel Assigned to Project and Project Role:	Kevin Price, Project Principal Austin Nichols, Project Manager Kate Offerdahl-Joyce, Procurement Lead

Reference 5

Client/Agency Name	City of Boca Raton, Florida
Contact Name and Title (project manager role preferred), Telephone, and Email	Sandra Stevens Director of Information Technology 561-393-7724 sstevens@myboca.us
Number of Projects Completed for Client/Agency	2
Project Names	ERP System Selection and Implementation Assistance Community Development System Selection and Implementation Assistance
Project Descriptions	Enterprise Resource Planning System Selection and Implementation Assistance: BerryDunn assisted the City of Boca Raton in evaluating its needs with respect to replacement ERP, community development, and utility billing (UB) systems. The City also awarded BerryDunn a contract for additional project phases to include requirements definition, development of system RFPs, system selection, and negotiation of the system contracts. We are provided implementation project management for the City's implementation of Oracle ERP, Advanced Utilities UB and CIS, and EnerGov Community Development. In March 2021, the

Client/Agency Name	City of Boca Raton, Florida
	City contracted BerryDunn to assist with the needs assessment, procurement, and implementation oversight of a golf management system as part of the ERP engagement. In May 2021, the City contracted BerryDunn to assist with the needs assessment, procurement, and contract negotiations for a pension management software solution as part of the ERP engagement. Community Development System Selection and Implementation Assistance: BerryDunn assisted the City in replacing its community development system, which included planning, permitting, inspections, business licensing, and code enforcement functional areas. Following the selection of the preferred vendor, the City contracted with BerryDunn to provide project management during the system implementation. BerryDunn has also assisted the City with the replacement of its ERP, utility billing, community development, pension management, and golf management systems.
Project Approach and Methodology	Enterprise Resource Planning System Selection and Implementation Assistance: BerryDunn assisted the City with a current environment assessment and the development of three separate RFPs (ERP, Community Development, and UB). BerryDunn then assisted with the evaluation and selection of replacement software systems and then provide project management services during the system implementations. Community Development System Selection and Implementation Assistance: Our work involved requirement development, RFP development, system selection assistance, and contract negotiation assistance.
Year of Project and Length of Project	ERP System Selection and Implementation Assistance: 06/2015 to 03/2023 Community Development System Selection and Implementation Assistance: 07/2023 to 03/2023
Project Budgets and Final Invoiced Amount	ERP System Selection and Implementation Assistance: \$733,000

Client/Agency Name	City of Boca Raton, Florida
	Community Development System Selection and Implementation Assistance: \$489,510
Contractor Personnel Assigned to Project and Project Role:	Kevin Price, Project Principal

SECTION 7 – TIMELINE

Detailed Scope of Work

Below and on the following pages, we outline the key steps and milestones the City can expect from our approach. We will approach this project with a focus on developing recommendations that align fact-finding outcomes, assessment results, stakeholder feedback, and more.



Phase 0: Project Management

0.1 Conduct initial project planning and a project kickoff call. We will conduct an initial project planning and project kickoff teleconference with the City's project management team to introduce key team members, clarify goals and objectives, identify known project constraints, and refine dates and/or tasks, as appropriate. We will discuss our approach for managing communications, scope, risks, and resources. We will also request names and contact information for the appropriate City staff members involved in the project.

0.2 Develop a Project Work Plan and Schedule. Based on the information gathered from our initial project planning and project kickoff teleconference, we will develop the Project Work Plan and Schedule. In addition to the components gathered from Task 0.1, the Project Work Plan and Schedule will address our approach to providing the services requested by the City, the agreed-upon time frame for each task, and agreed-upon procedures between our project team and the City's related to project control, including quality management and deliverable submission/acceptance management.

➞ Deliverable 1 – Project Work Plan and Schedule

0.3 Develop Biweekly Project Status Updates. Throughout the project, our project manager, Austin Nichols, will provide Biweekly Status Updates that describe the activities and accomplishments for the reporting period, plans for the upcoming month, risks or issues encountered during the reporting period, and anticipated problems that might impact any project deliverable. We will meet with the City's project manager to review the status updates.

➞ Deliverable 2 – Biweekly Project Status Updates



Phase 1: Needs Assessment

1.1 Develop and issue a web survey and an information request. We will develop and distribute a web survey to City staff to understand issues and challenges with current business processes. We anticipate that this survey will be issued to the core department stakeholders and used to help determine the current challenges and areas for improvement. Prior to issuing the web survey, we will review the

questions with the City's project team to solicit feedback before finalizing. We will use the survey results as one of many data points in developing our evaluation of the current environment.

Additionally, prior to conducting our work, we will provide the City's project team with an information request sheet to help gather available documentation to support the work effort (e.g., organizational charts, documentation on existing systems, and policy documentation). We will respectfully request that the City's project team provide the documentation prior to the project kickoff presentation and Fact-Finding Meetings, as reviewing this information in advance of our work will enable us to be more efficient, become more knowledgeable of the current environment, and make best use of City personnel's time.

1.2 Review the results of the web survey and information request. We will review the results of the web survey and the information request once completed. As mentioned, this preliminary work will help us to establish a foundational understanding of the City's current environment and inform upcoming Fact-Finding Meetings. It will also minimize the time needed to familiarize our team to the City's business processes, thereby limiting the burden on City staff.

1.3 Facilitate a project kickoff presentation. We will prepare for and facilitate a project kickoff presentation with City project stakeholders that will serve as an opportunity to introduce our project team members, discuss goals, present our project approach and methodology, review the schedule of key project dates, and answer questions. As part of this presentation, the City's project sponsor is expected to participate and speak to the goals and objectives of the initiative.

1.4 Facilitate current environment Fact-Finding Meetings. Following the project kickoff presentation, we will conduct a series of Fact-Finding Meetings with the City's departmental representatives by functional area. These meetings may take the form of interviews with staff, process observation, field ride-alongs, and as desired, sessions with customers. We anticipate exploring the following functional areas in our Fact-Finding Meetings:

- Permitting
- Plan reviews
- Project administration
- Code enforcement
- Inspections
- Public portal
- Land Records and GIS
- Information Technology

These meetings will allow us to understand the current systems and processes used to support each relevant function in the City. Our discussions will be a key factor as we identify recommendations for the City's future systems state and prioritize them among competing priorities and potential resource constraints.

1.5 Conduct follow-up to Fact-Finding Meetings as needed. We will conduct Fact-Finding Meetings follow-up as needed to confirm and clarify our understanding of the City’s current state. It is our goal to be thorough in this process to help ensure the future state is reflective of and addresses current needs.

➞ Deliverable 3 – Fact-Finding Meetings

1.6 Prepare for and conduct as-is process diagramming. Based on the information collected during Fact-Finding Meetings, we will work with the City’s project team to identify the critical processes that should be diagrammed—up to 20 business processes. We will also develop a diagramming schedule and prepare materials to support diagramming activities. During the diagramming process, we will diagram the processes as they are currently conducted, noting points in the process where there are deviations and workarounds. These deviations and workarounds will help to define opportunities for improvement in the process. Diagramming will also include an understanding of tools and technology used in the process and explore opportunities to increase the use of technology and automation.

1.7 Conduct follow-up to as-is process diagramming as needed. We will conduct follow-up as needed to clarify our understanding of the City’s current business processes.

1.8 Review As-Is Process Diagrams with the City’s project team to finalize. We will conduct as-is process diagramming work sessions via videoconference with the City to review the diagrams before updating them to final based on the City’s feedback. It will be important to validate our understanding as it will be the basis for developing recommendations for improving the City’s licensing and permitting environment.

➞ Deliverable 4 – As-Is Process Diagrams

1.9 Develop a Current State Analysis and Recommendations Report. We will draft a Current State Analysis and Recommendations Report that will include a full review of business operations. We will explore:

- Current system use
- Reporting needs
- Supporting systems and tools (e.g., Excel, paper)
- Volume of undigitized documents
- Challenges
- Interfaces
- Data conversion and associated requirements
- Opportunities for improvement
- Potential vendors for the City to consider
- Possible gaps in functionality with a replacement system
- Cost and timeline estimates
- Recommendations for adoption of a new system and changed processes

Upon completion, we will facilitate a work session with the City's project team to review the report and its contents and solicit feedback before updating it to final.

Deliverable 5 – Current State Analysis and Recommendations Report



Phase 2: RFP Development

2.1 Conduct a procurement planning meeting. Our team will meet with City's purchasing agent and/or other procurement representatives to review and confirm the approach to planning for and developing the resulting RFP Document. We will seek to understand the City's procurement program and processes in this meeting, as well as review any possible policies and templates. Our team recognizes that each RFP process and software planning project is unique, and the City can expect our team to speak directly to the unique considerations that come along with a large initiative such as the City's.

2.2 Facilitate pre-RFP demonstrations. We will facilitate pre-RFP demonstrations to provide an opportunity for up to eight vendors to provide information on the capabilities of the systems on the marketplace for two hours each. We will provide these vendors with a format to follow for ease of comparison. By holding these sessions, the City will be better informed when finalizing requirements for the future solution. At the conclusion of these sessions, we will conduct a debrief survey to solicit feedback from participants of desired functionality to be included in the RFP for a future system.

2.3 Develop Preliminary Functional and Technical Requirements. BerryDunn has developed a database of functional and technical requirements based on our experience with other governmental agencies and our knowledge of software system functionality and best practices. Drawing from this database, we will make refinements for those processes that are critical or unique to the City.

These requirements will support supplemental functionality requirements with key reporting, interface, and conversion enhancements. In our recent experience, those areas have significantly differentiated vendors' solutions and required a specific focus in the selection activities. Our analysis typically results in about 75% of the requirements being defined upfront for most of our clients.

Deliverable 6 – Preliminary Functional and Technical Requirements

2.4 Conduct joint requirements planning (JRP) work sessions to update the requirements to final. We will facilitate a series of JRP work sessions with City stakeholders and our project team members to review the preliminary requirements. We will reconvene many of the same stakeholders, organized by functional area that met during fact-finding activities to discuss the future system capabilities. These sessions will also include one focused on the technical aspects involved with the City's project. Using the preliminary list, we will review and confirm each item and assign a relative criticality to communicate to vendors

responding to the list as part of their RFP responses. We will also facilitate similar meetings to review potential interfaces and data conversion objects. Once these have been reviewed, we will update the list to final.

Our role in facilitating the JRP work sessions is to contribute our focused knowledge of the vendor marketplace and align the items requested in the list with the goals and objectives of the project. For example, we might comment that functionality being requested is beyond the core capabilities of vendors and might represent a cost increase. Conversely, we can help recommend requirements to include that might be commonplace today, but beyond the familiarity of City stakeholders.

➞ Deliverable 7 – Final Functional and Technical Requirements

2.5 Develop an RFP Document and support response development to vendor inquiries. We will develop a draft RFP Document using a proven format that incorporates information pertaining to the history of the project; a high-level description of the City's current licensing and permitting environment, desired approach to implementing a new solution, and functional and technical requirements; and a structured list of points for vendors to address in their responses. Our project team will also work with the City to develop objective evaluation criteria to include in the RFP. We will then prepare a scoring matrix to track significant strengths and limitations of each proposal reviewed. Upon completion, we will coordinate a work session with the City's project team to review the draft RFP Document and collect any feedback or additional terms for inclusion before updating to final. We will provide the final RFP to the City's project team for distribution through standard channels. For added guidance in distribution, we will provide a list that includes most of the major vendors in the market.

Our project team will also assist the City's project team in responding to vendor questions in response to the RFP Document and developing corresponding answers and addenda as needed.

➞ Deliverable 8 – RFP Document



Phase 3: System Selection Assistance

3.1 Analyze vendor proposals received and develop a Proposal Summary Memo. We will facilitate the proposal review process, compiling them into a single Proposal Summary Memo. The memo will identify key areas for consideration by the City's evaluation team related to each vendor's ability to meet minimum requirements and their alignment with the evaluation criteria within the RFP. This memo will also include a comparison of vendor responses to the Functional and Technical Requirements.

3.2 Facilitate round one scoring. We will meet with the evaluation team to review the proposal summaries, discuss each proposal received, assist in the scoring process, and

collect scores to identify the top preferred vendors to invite for demonstrations. We will clarify any open items with these short-list vendors before issuing invitations for demonstrations.

➡ Deliverable 9 – Proposal Summary Memo and Short List identification

3.3 Prepare for and facilitate demonstrations. We will meet with the City’s project team to discuss the format of vendor demonstration scripts. We will develop a draft demonstration script template and provide it to the City’s project team for review. After finalizing an approved version, we will provide the appropriate scripts to each vendor in advance of their demonstrations.

Then, one of our project team members will attend demonstrations and assist the City’s project team with facilitation for a period of four and a half days, anticipating one and a half days per vendor. Our project team’s extensive background in the demonstration process will provide the City’s project team with a unique perspective on how to score, prepare, evaluate, and participate in vendor demonstrations.

3.4 Facilitate round two scoring. We will participate in the second round of vendor scoring immediately following the final demonstration to identify the vendor or vendors that the City’s project team should perform its reference checks on.

3.5 Prepare the City for reference checks and site visits. We will assist the City’s project team with identifying tasks that should be accomplished prior to meeting at each site visit. We will also coordinate with the City’s project team to discuss the suggested approach for the reference checks.

3.6 Facilitate final scoring. We will participate in the final scoring meeting via teleconference following the completion of reference checks and site visits. The objective will be to identify a preferred vendor and a second-choice vendor should contract negotiations with the first be unsuccessful.

➡ Deliverable 10 – Demonstration Facilitation and Preferred Vendor Identification



Phase 4: Contract Negotiation and Award Assistance

4.1 Assist with the contract negotiations and award process. At the conclusion of final scoring activities, we anticipate supporting the City with the contract negotiations and award process when and where it will benefit the City most. We have been involved in this process from the client, vendor, and independent consultant perspectives and understand how the associated support needs vary and how the contract impacts the eventual implementation process. In conducting contract approval and negotiations activities, we will draw on these experiences to help ensure the City’s best interests are met and project goals and objectives are achieved.

Working collaboratively with the City’s project team, legal counsel, and preferred vendor, among other stakeholders, we will take part in various activities, including, but not limited to:

- Developing a draft contract, using the City’s contracting procedures and the vendor’s proposal as starting points
- Reviewing the contract documents with the City’s project team to help ensure that requirements are clearly defined and to establish that the City agrees to the schedule, implementation process, fee arrangement, scope of services, vendor resources, deliverables, costs, acceptance criteria, and terms and conditions
- Participating during negotiations with the preferred vendor
- Supporting presentation development and delivery to City leadership as it relates to receiving approval and contract execution

Should it become clear at any point during contract approval and negotiations that the preferred vendor’s solution or contract terms will not meet the needs of the City, we might recommend halting the process with that vendor and commencing efforts with the second-choice vendor.

In recognition of the many variables not yet known related to the contract approval and negotiation timeline and work effort, we plan to commit up to 40 hours, billed as incurred.

➞ Deliverable 11 – Contract Negotiations and Award Assistance



Phase 5: Implementation Assistance

5.1 Provide project management services during the City implementation.

We are prepared to offer two potential levels of assistance during the City’s implementation.

Table 2, below and on the following page, describes these two potential service levels for the City’s further review and consideration. Our clients most commonly contract with us for these services on a time and materials basis, where we only bill for actual hours expended on the project. Actual level of involvement will vary based on the selected vendor’s implementation approach, implementation timeline, and the specific areas of support requested by the City.

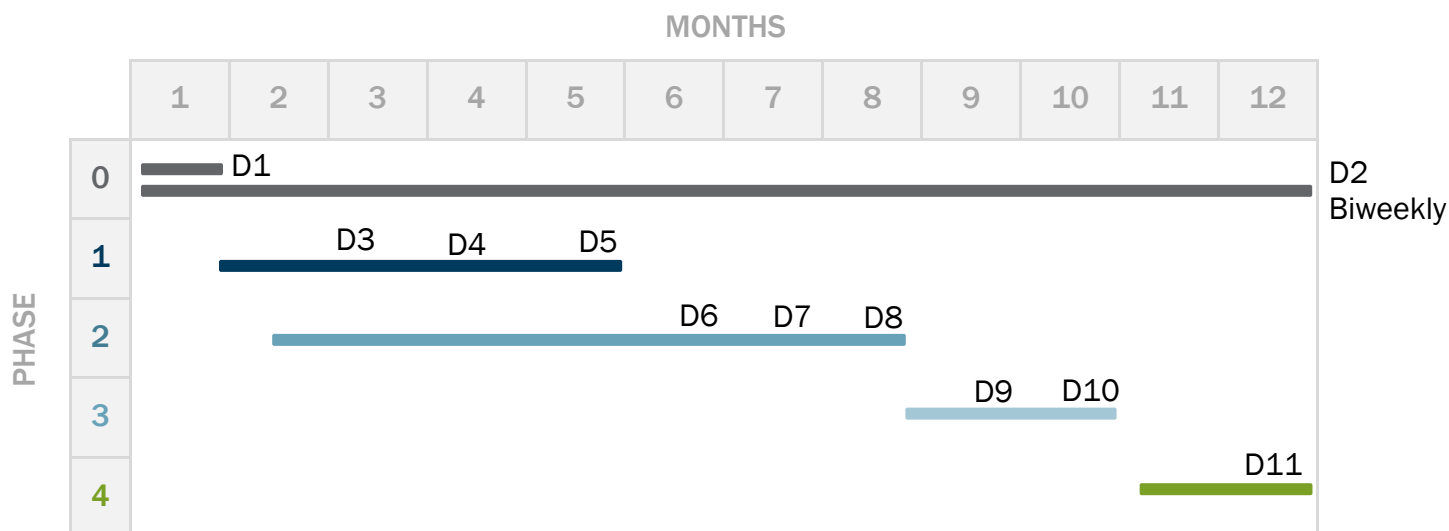
Table 2: System Implementation Potential Service Levels

Level	Description	Estimated Monthly Staff Hours
Full-Time Implementation	With this level of service, our project team will act as the implementation project manager. In this role, we will identify project risks and issues, monitor project	120

Level	Description	Estimated Monthly Staff Hours
Project Management	activities, provide recommendations to mitigate risks, and lead the coordination of vendor activities. There will be minimal project management tasks owned by the City stakeholders. This level of service assumes the City will provide a project management team that we will oversee.	
Implementation Oversight	With this level of service, we will act as an active advisor to an individual the City designates as project manager. We will also lead select implementation activities we mutually agreed upon. These will likely include project plan reviews, configuration and analysis support, testing, training, and production cutover support.	60

Anticipated Timeline

Below, we outline our anticipated timeline to conduct Phases 0 – 4 of the City’s initiative. Due to the many unknowns associated with Phase 5, including the system to be implemented, BerryDunn’s level of involvement in the implementation work effort, and the implementation plan to be followed, we can only provide an estimate at this time of 12 – 24 months. It is important to note that we will remain flexible to the City’s specific needs and identify key dates in coordination with the City when developing the final schedule during initial project planning.



Fee Proposal

BerryDunn's fixed fee for conducting the City's project is \$137,550. Table 3 presents a breakdown of our proposed fees by deliverable.

Our proposed fee reflects the level of effort we believe is required to complete the requested scope. Other factors that contributed to this fee include:

- Our staffing plan and resource allocation, which provides the City with the appropriate number of resources and a level of expertise to complete the tasks defined in the scope of work
- Our experience conducting projects of similar scope and size
- Our proposed team's experience working together on similar projects

Table 3: BerryDunn's Proposed Fees by Deliverable

Phase	Fee
D1. Project Work Plan and Schedule	\$ 6,090
D2. Biweekly Project Status Updates	\$ 11,340
D3. Fact-Finding Meetings	\$ 24,360
D4. As-Is Process Diagrams	\$ 12,600
D5. Current State Analysis and Recommendations Report	\$ 18,480
D6. Preliminary Functional and Technical Requirements	\$ 8,820
D7. Final Functional and Technical Requirements	\$ 11,550
D8. RFP Document	\$ 10,290
D9. Proposal Summary Memo and Short List Identification	\$ 11,340
D10. Demonstration Facilitation and Preferred Vendor Identification	\$ 14,280
D11. Contract Negotiation and Award Assistance	\$ 8,400
Total Services Cost	\$ 137,550
Travel Expense Estimate	\$ 12,000

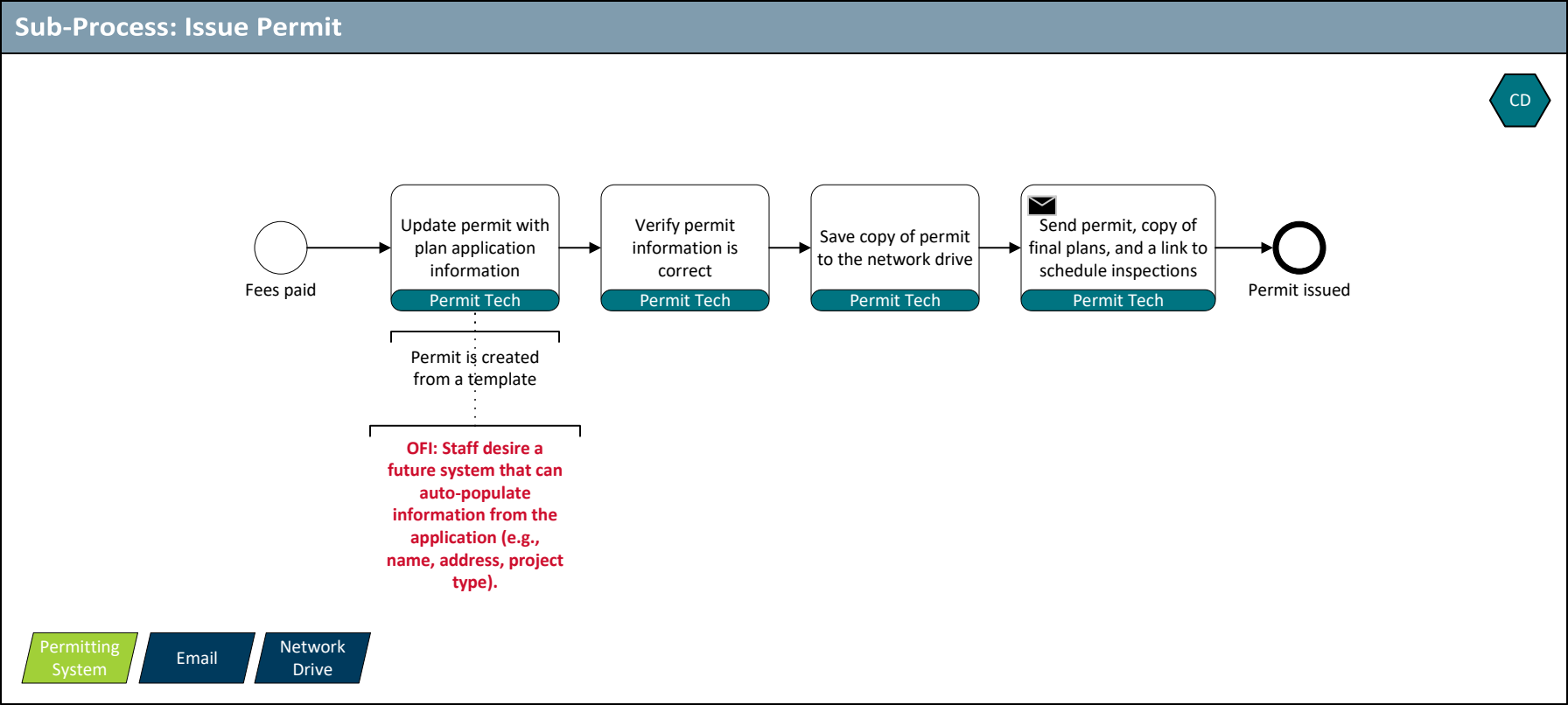
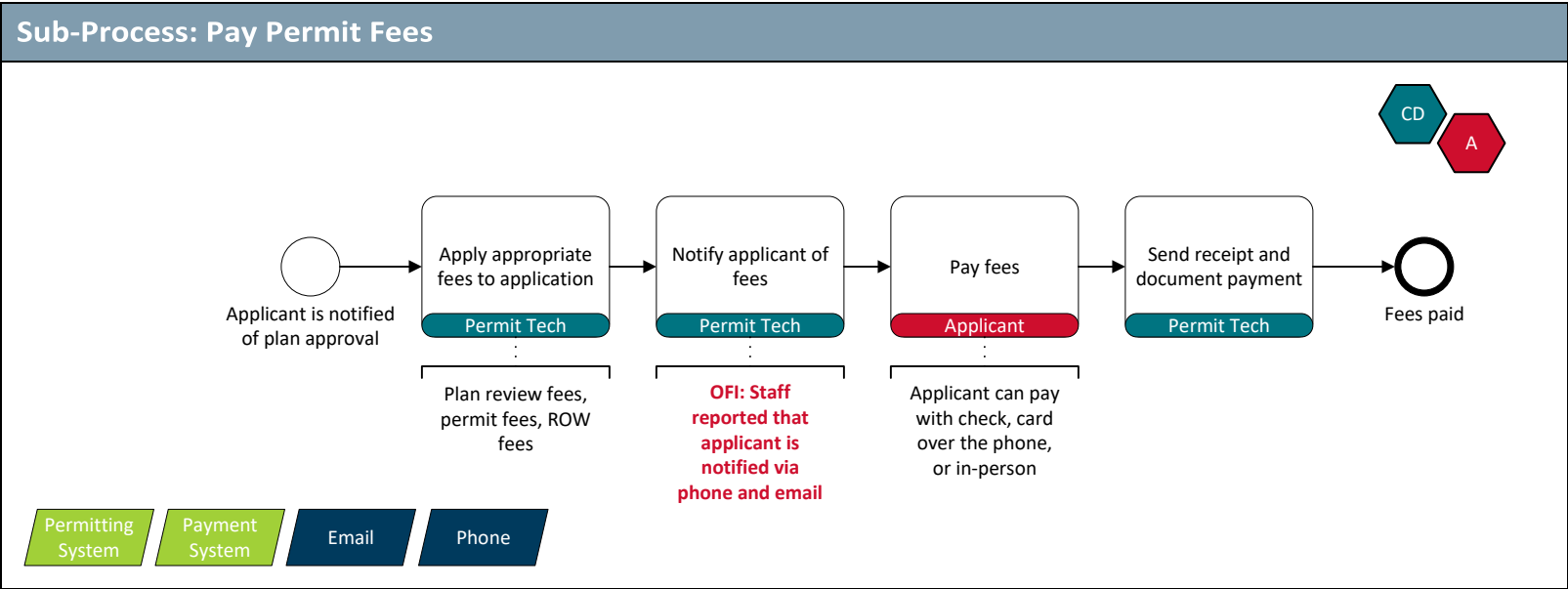
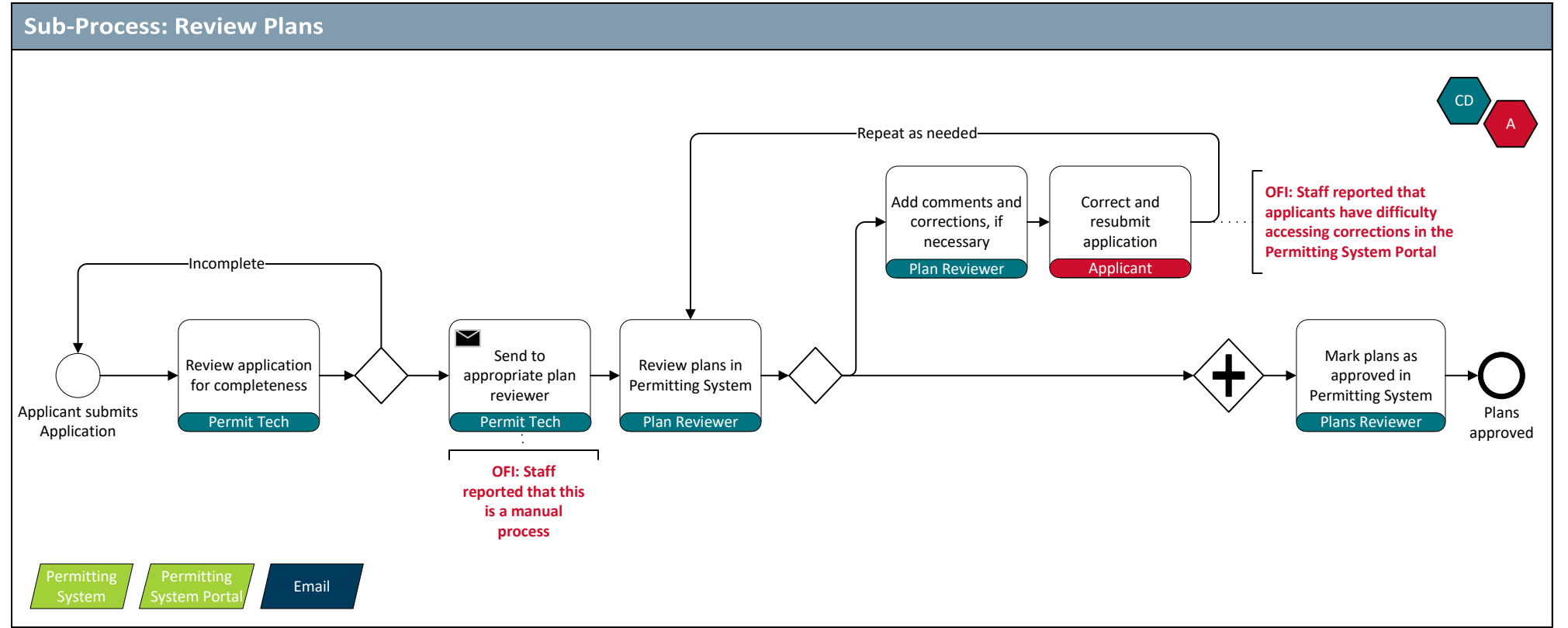
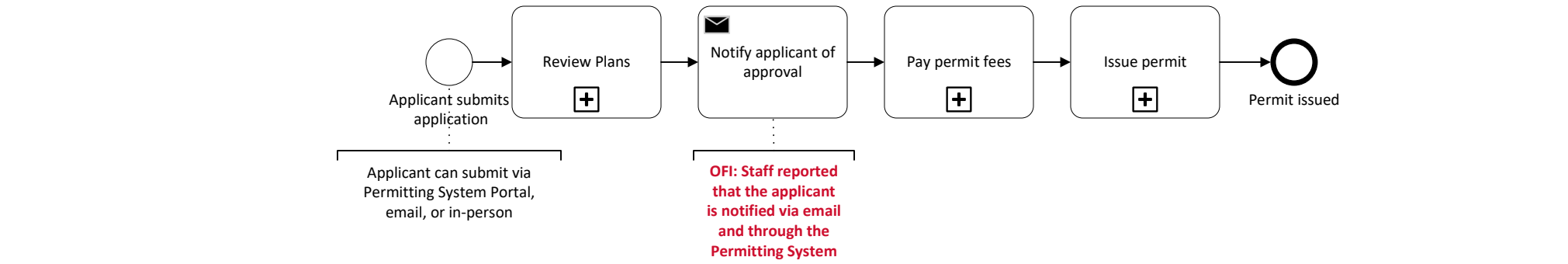
Our fee proposal assumes that satisfying a deliverable is based on the City's signed acceptance. We will work with the City's project manager to update our deliverables as required until they are accepted by the City. The City will not incur any additional costs associated with the process of reaching deliverable acceptance.

Project:

Business Process:

Permit Process Diagram





SECTION 10 – FORMS

**CITY OF NORWALK
PURCHASING DEPARTMENT
PROPOSER'S INFORMATION AND ACKNOWLEDGMENT FORM**

Proposer's Name

Street Address

City	State	Zip

Business Telephone:

Email Address:

Printed Name and Title of Individual Submitting Proposal

The undersigned acknowledges that the terms, conditions and specifications of this RFP are understood and unconditionally accepted.	
	
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. **BIDDERS MAY NOT TAKE EXCEPTION TO SUBSTANTIVE TERMS OF STANDARD CONTRACT FORMS PROVIDED IN THE RFP/RFQ/ITB.** Exceptions must be declared below in order to be considered by the City:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

Vendor Name -		
Address -		
Phone -	Fax -	Email -
Manager -		Fed ID#

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project sites and has satisfied themselves as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

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

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

A. PROPOSED FEES

Total Lump Sum Fee	\$
Total Lump Sum Fee in Writing	

B. CERTIFICATION

Submitted By:	Signature: 
Authorized Agent of Company (Name & Title):	
	Date:

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

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

CITY OF NORWALK

PURCHASING DEPARTMENT

1.2 STATEMENT OF 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:		
2.	Number of personnel employed:	Part Time	Full Time

3. List six contracts of this type/size your firm has completed within the last four years:			
Project	Date	Contact Person	Phone No.

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 portion or section of work 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	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
	<u>Out-of -State corporations</u> - 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 eLICENSE (https://www.elicense.ct.gov) / Business Registration (https://business.ct.gov/?language=en_US) :			
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 <u>if different from what has been indicated on the response form</u>:			
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. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

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.

10. Identify your businesses' supplier diversity classification and provide certification:

DIVERSITY CLASSIFICATION	CHECK ALL THAT APPLY
Women Business Enterprise (WBE)	
Minority Business Enterprise (MBE)	
Disadvantage Business Enterprise (DBE)	
Veteran-owned Small Business (VOSB)	
Small Business (SBE)	
Other (please explain)	

CITY OF NORWALK

PURCHASING DEPARTMENT

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 City of Norwalk 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:	Tel:
Agency Address:	Email:

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Berry, Dunn, McNeil & Parker LLC

2 Business name/disregarded entity name, if different from above

BerryDunn

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) ► **P**

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.

2211 Congress Street

6 City, state, and ZIP code

Portland, ME 04102

7 List account number(s) here (optional)

Requester's name and address (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.

Note: 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

0 1 - 0 5 2 3 2 8 2

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ►

Elinorah Tepalt

Date ►

01/03/2024

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.



BERRDUN-03

HCTALBOT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2023

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 Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	CONTACT NAME: Heather Caston-Talbot, AAI, CIIP, CIC PHONE (A/C, No, Ext): (207) 523-2235 FAX (A/C, No): E-MAIL ADDRESS: heather.caston-talbot@marshmma.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hanover American	36064
	INSURER B : Massachusetts Bay	22306
	INSURER C : The Hanover Insurance Company	22292
	INSURER D : Maine Employers Mutual Ins Co	11149
	INSURER E : Travelers Property Casualty Co. of America	25674
	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 ☐ CLAIMS-MADE ☒ OCCUR ☒ ISO form CG 00 01 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			ZZP D240054	4/30/2023	4/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ADPD240058	4/30/2023	4/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto P.D. \$ 50,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			UHP D240055	4/30/2023	4/30/2024	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	5101800149	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Employee Theft			105608076	4/30/2023	4/30/2024	Limit 5,000,000
E	Employee Theft			105608076	4/30/2023	4/30/2024	Of Client Prop Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 day notice of cancellation with 10 days notice for non-payment of premium, if required by written contract/agreement.

CERTIFICATE HOLDER

CANCELLATION

Berry Dunn McNeil & Parker 2211 Congress Street Portland, ME 04102	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 <i>Heather Caston-Talbot</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2023

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 Affinity Insurance Services 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034	CONTACT NAME: Gretchen McCole	
	PHONE (A/C, No, Ext): 215-773-4600 FAX (A/C, No):	
	E-MAIL ADDRESS: gretchen.mccole@aon.com	
INSURED Berry, Dunn, McNeil & Parker, LLC 2211 Congress Street Portland, ME 04102	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Casualty Company	20443
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	Professional Liability			APL-188112791	04/01/2023	04/01/2024	E.L. DISEASE - POLICY LIMIT \$
							Per Claim/Aggregate Limit \$1,000,000 / \$1,000,000
							Limits shown are as requested. SIR applies per policy terms and conditions.

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

CERTIFICATE HOLDER Berry Dunn McNeil & Parker, LLC 2211 Congress Street Portland, ME 04102	CANCELLATION 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
--	--

City of Norwalk Vendor Questionnaire

IT Information Security

Rev 8.4.22

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

2. **Description of Services/Products:** Please provide a detailed description of services/products your organization aims to provide to the City?

3. **System and Equipment Access:** Will your organization use your own systems and equipment to perform the services, or will your organization need access to the City's systems, equipment and network? (Yes or No, If Yes, please explain)

YES ☐ NO ☐

4. **Description of Data:** Are you using data from the City in order provide the services/product to the City (Yes or No, if Yes proceed to 3.1)

a. 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.

YES ☐ NO ☐

If your answers to Questions 3 and 4 are BOTH “NO”, thank you for completing the IT Information Security Questionnaire.

If one or both questions are “YES”, please complete the remaining questions.

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

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.*

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)*

8. **How many employees and contingent workers do you have in your organization?**
1-10 ☐ 10-50 ☐ 50-100 ☐ 100-500 ☐ 500-1000 ☐ 1000 or more ☐

9. **Physical Access:** Does your organization need to be onsite or offsite to provide services/products to the City?
YES ☐ NO ☐

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

**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?

YES ☐ NO ☐

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

YES ☐ NO ☐

13. **Independent Attestations:** Does your organization have independent attestations such as (i.e. ISO 27001, SSAE-18 SOC-1, SOC-2, PCI- DSS, ISO 9001)?

14. Information Security

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

YES ☐ NO ☐

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

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

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

YES ☐ NO ☐

- e. How often are the privacy policies and procedures updated?

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

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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 ☐ NO ☐

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

YES ☐ NO ☐

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 ☐ NO ☐

m. Does your organization utilize multi-factor authentication?

YES ☐ NO ☐

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?

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

u. Are all the Vendor laptops encrypted?

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

15. Risk Management

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

g. Does your organization have a certificate of insurance (COI)? *Please attach a copy of your COI.*

YES ☐ NO ☐

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES ☐ NO ☐

b. How often is the business continuity plan updated?

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

YES ☐ NO ☐

d. Does your organization have a disaster recovery plan?

YES ☐ NO ☐

e. How often is the disaster recovery plan updated?

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

YES ☐ NO ☐

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

YES ☐ 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?*

YES ☐ NO ☐



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/13/23

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PRODUCER Affinity Insurance Services 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Berry, Dunn, McNeil & Parker, LLC 2211 Congress Street Portland, ME 04102	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Columbia Casualty Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Media, Network Security, Privacy Liability			652108915	05/31/2023	05/31/2024	Aggregate Limit \$10,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Berry, Dunn, McNeil & Parker, LLC 2211 Congress Street Portland, ME 04102	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

APPENDIX A – RESUMES



Kevin Price, MPP, PMP®, Prosci® CCP

Principal

EDUCATION AND CERTIFICATIONS

Master's degree, Public Policy and Management, Concentration in Financial Management, University of Southern Maine

Bachelor's degree, Economics and Political Science, University of Maine

Project Management Professional® (PMP®), Project Management Institute®

Prosci® Certified Change Practitioner

Lean Six Sigma Green Belt Certified

MEMBERSHIPS

City of Westbrook, ME Planning Board, 2023 – present

City of Westbrook, ME Sewer Commission – Member, 2021 – present

Kevin Price is a principal in BerryDunn's Consulting Services Team. In this role, he assists local government clients with business process improvement, strategic and comprehensive planning, fee analysis, system selection, and implementation projects. He has extensive experience assessing the business needs and processes of municipal clients for permitting, inspections, planning, code enforcement, and land management functions.

RELEVANT EXPERIENCE

Project Management: Kevin has managed large projects for some of BerryDunn's most complex local government clients. He is adept at keeping projects on track and on schedule while meeting the dynamic and sometimes evolving needs of clients. [He previously led BerryDunn's Engagement Management and Vehicle Blight Projects for the City of San José, California.](#)

System Selection and Implementation: Kevin has assisted BerryDunn clients with every stage of system replacement and implementation projects, from needs assessment to requirements definition, RFP development, proposal evaluation, facilitation of vendor demonstrations, contract negotiation, and implementation project management. [Most recently, he assisted the City of Plano, Texas, with the selection of a new permitting system.](#)

Process Analysis and Improvement: Kevin has assisted BerryDunn clients with process improvement projects as part of system replacement projects and as standalone projects. [Kevin has previously led the process improvement projects with the Cities of Rockville, Maryland; Scottsdale, Arizona; Philadelphia, Pennsylvania; and Frisco, Texas. He also led the mapping of Community Development and Utility Operations processes for the City of Richland, Washington.](#)



Austin Nichols, MBA

Project Manager | Senior Consultant

EDUCATION AND CERTIFICATIONS

MBA, University of Texas
Arlington

Bachelor's degree, Texas
Tech University

REPRESENTATIVE CLIENTS

- ▶ City of Amarillo, TX
- ▶ City of Aventura, FL
- ▶ City of Big Spring, TX
- ▶ City of Denton, TX
- ▶ City of Irvine, CA
- ▶ City of Frisco, TX
- ▶ City of Lubbock, TX
- ▶ City of Plano, TX
- ▶ City of Philadelphia, PA
- ▶ City of Scottsdale, AZ
- ▶ City of St. Charles, MO
- ▶ City of Tempe, AZ
- ▶ City of Weatherford, TX
- ▶ Jefferson Parish, LA
- ▶ Metropolitan Government of Nashville and Davidson County, TN

Austin Nichols is a senior consultant in our Local Government Practice Group. Having led multiple software system replacement projects, Austin excels by developing action plans through understanding stakeholder requirements, setting goals with measurable outcomes, managing project risks and issues, and providing transparent communication throughout the life cycle of the effort. He has successfully managed the implementation of large-scale projects, including enterprise resource planning (ERP) and computer-aided dispatch (CAD)/record management systems (RMS), developed a mobile app to connect citizens to city services, and led a Work Smarter initiative to reduce cost and increase the efficiency of utility and public works departments.

RELEVANT EXPERIENCE

Business Analysis Project Management: Austin managed the implementation of an ERP software project including finance, human resources, and utility billing modules as well as a CAD/RMS software project to modernize the operational processes of the City of Weatherford, Texas Police and Fire Departments. Having analyzed business processes across multiple functional departments to help ensure maximum effectiveness of operations, he recommended solutions to executive leaders by prioritizing technical and functional requirements of City departments. He has experience coordinating training operations for 400+ employees.

Process Improvement: Austin leads many of our process improvement projects. He conducts as-is and to-be process diagramming to thoroughly understand a system's current state and to identify future features and processes that will best support the end users. This objective analysis helps stakeholders identify and prioritizes upgrades and improvements.

Leadership: Austin leverages his ability to set goals, formulate effective action plans, and translate executive directives to line-level employees in his managing multimillion-dollar project and departmental budgets. He is adept at interdepartmental coordination and communication and managing effective change.



Joseph Bergeon

*Business Analyst |
Consultant*

EDUCATION AND CERTIFICATIONS

BS, Global Business and
Economics, Salve Regina
University

IC3 Digital Literacy
Certification Global
Standard 5 – Microsoft Key
Applications

MEMBERSHIPS

Senator George J. Mitchell
Institute Scholar

United States Senate Youth
Scholar

Pell Honors Program and McAuley
Scholar

Sigma Beta Delta, Business
Honor Society

Omicron Delta Epsilon, Business
Honor Society

Joseph Bergeon is a consultant in BerryDunn's Consulting Services Team. Joseph brings experience in government and community engagement at the local and federal levels. Joseph is focused on operational management, business process improvement, and analytical review for government institutions in the education, legislative, and community governance fields.

RELEVANT EXPERIENCE

Government: Joseph has experience working in the U.S. Senate as well as supporting municipal planning and regional school administration. He has worked with policy makers at local and federal levels. In these roles, he excelled at processing information from the community and disseminating data to executive leaders. He served as point of contact for cases with agencies including the Internal Revenue Service, the Department of Veterans Affairs, the Social Security Administration, and the Centers for Medicare & Medicaid Services.

Consulting: Joseph is experienced in developing project deliverables for clients. He regularly supports fact-finding interviews, business process improvement, and public engagement. He collaborates with managers and senior consultants to manage client meetings and public engagement sessions on comprehensive planning, cost recovery analysis, systems selection and implementation projects, IT management and operations assessments, and data management and governance strategies.

Community Involvement: Joseph has experience in student government and various community service organizations. He represented student interests on a regional board of school directors for two years, affecting policy change and contributing to strategic planning. He also served for two years on a municipal comprehensive planning committee in Maine.

REPRESENTATIVE CLIENTS

- ▶ City of Denton, TX
- ▶ City of Midland, TX
- ▶ City of Vancouver, WA
- ▶ City of Wichita Falls, TX
- ▶ Mobile County Health Department, AL
- ▶ Town of Prescott Valley, AZ



Kate Offerdahl-Joyce, NIGP-CPP

*Procurement Lead |
Senior Consultant*

EDUCATION AND CERTIFICATIONS

BA, History, University of
MN – Twin Cities

Master's Certificates in
Government Contracting,
Commercial Contracting,
and IT/Information
Security Project
Management, Villanova
University

National Institute of
Governmental Purchasing
Certified Procurement
Professional (NIGP-CPP)

Kate Offerdahl-Joyce is a senior consultant in the Local Government Practice Group who focuses on procurement and contract analysis. They bring more than 15 years of procurement, process improvement, and recommendation implementation experience. With a strong background in project management, Kate has hands-on experience working with a wide array of teams and organizations to improve business processes to be more efficient, user-friendly, and time- and cost-effective. Kate is also a National Institute of Governmental Purchasing Certified Procurement Professional.

RELEVANT EXPERIENCE

Government Procurement: Kate has over 13 years of experience with state and local government procurement. This experience includes RFP writing, vendor evaluation, and response development. They also are well-versed in eProcurement, reporting, and process improvement. While the IT Project Manager for National Association of State Procurement Officials (NASPO) ValuePoint, they worked with many public-sector offices, departments, and organizations, leading the implementation of a national eProcurement software as a service (SaaS) solution, improving business processes, and supporting onboarding and training activities.

Project Management: Kate's project management experience is extensive and wide-reaching. They have worked in various capacities, including across departments, with IT and supporting sales and product development. In their project management engagements, Kate has led all aspects of project management, including inception, discovery, planning, implementation, and execution. In all that they do, they seek to identify opportunities to improve, implement effective change, and help ensure successful partnerships.

REPRESENTATIVE CLIENTS

- ▶ City of Aventura, FL
- ▶ City of Cedar Falls, IA
- ▶ City of Irvine, CA
- ▶ City of Jacksonville, NC
- ▶ City of Lakeville, MN
- ▶ City of St. Charles, MO
- ▶ City of Tempe, AZ
- ▶ City of Wilmington, NC
- ▶ Harford County, MD
- ▶ Jefferson Parish, LA
- ▶ Omaha-Council Bluffs
Planning Agency, NE
- ▶ Scott County, IA



Khara Dodds, AICP, MCRP

*Planning and
Development SME |
Senior Consultant*

EDUCATION AND CERTIFICATIONS

Master's degree, City and
Regional Planning,
Rutgers University

Bachelor's degree, Urban
Studies/Africana Studies,
Rutgers University

The American Institute of
Certified Planners (AICP)

Equitable Community
Change Certificate,
eCornell

MEMBERSHIPS

BerryDunn CEO Council
on Diversity, Equity,
Inclusion, Belonging, and
Accessibility (DEIBA),
Systemic Barriers
Subcommittee

BerryDunn's Taskforce on
Environmental, Social

Khara Dodds is a senior consultant in BerryDunn's Local Government Practice Group. She is an AICP-certified planner with more than 13 years of leadership experience and 20 years of planning and community engagement experience. She believes in the potential of community development to empower communities and positively impact quality of life. Khara leverages her experience in city and regional planning to assist clients as they assess existing policies and processes, collect and evaluate stakeholder input, and identify and implement recommendations for improvement.

RELEVANT EXPERIENCE

Process Analysis and Improvement: Khara has managed the plan review process of large-scale development projects and ensured coordination with staff and municipal leadership throughout the process. She has initiated the planning process for affordable housing; collaborated with stakeholders to develop incentive programs; negotiated policy and map amendments on behalf of municipalities in the state planning process; and prepared local planning documents including development studies and annual planning reports.

Project Management: Khara is currently serving as a project manager in organizational and process improvement projects in Texas, including a staffing study for the City of Pearland's Facilities Management Division and a structural and efficiency study for the Development Services Department for the City of Fort Worth. She is also a project manager for the Town of Mountain View, Colorado, as they update their comprehensive plan. She utilizes her clear communication skills to engage with and lead the project team day-to-day, helping ensure the projects she leads remain on schedule while developing the highest-quality deliverables for the client.

Planning and Development: Khara has led various departments in development, planning and land use services, and economic development. She led the Town of Prosper, Texas, through multiple town strategic planning initiatives that improved town operations and procedures as well as enhanced the quality of life for residents and businesses. She prepared design guidelines, regulation amendments, and a

Responsibility, and
Governance (ESG)

American Planning
Association (APA)

APA Texas Chapter,
Member of the Diversity,
Equity, and Inclusion (DEI)
Committee

Texas Association of
Community Development
Corporations

APA Connecticut Chapter,
Member of the Executive
Board 2010 – 2020, DEI
Committee Chair, and
Diana Donald Scholarship
Committee Chair

Sustainable CT, Board
Member, 2017 – 2021

multi-faceted community engagement program to get input from residents, the development community, property owners, and board/commission members. Khara also completed major city initiatives including a Capital City Parks Master Plan and Downtown North Master Plan for the City of Hartford, CT. She leverages her experience managing stakeholders through the planning process from organizing capital improvement to implementing grant funds to assisting communities pursuing state and federal grants.

Zoning and Land Use Regulation: Serving as director of planning and land use services for the Town of Glastonbury, Connecticut, Khara oversaw four divisions, including the Offices of Health, Fire Marshall, Building Official/Zoning Enforcement, and Planning. She also led the Community Development Department through the COVID-19 pandemic, resulting in major shifts in department services, with many business practices and procedures transformed to digital processes.

REPRESENTATIVE CLIENTS

- ▶ City of Bangor, ME
- ▶ City of Ellsworth, ME
- ▶ City of Fort Worth, TX
- ▶ City of Pearland, TX
- ▶ City of Leander, TX
- ▶ City of Miami Beach, FL
- ▶ City of Woodinville, WA
- ▶ Town of Falmouth, ME
- ▶ Town of Mountain View, CO
- ▶ Sonoma County, CA



**Samuel K.
Eisenbeiser, MCP,
AICP**

*Planning and Development
SME | Senior Consultant*

**EDUCATION AND
CERTIFICATIONS**

Master of Community
Planning, University of
Rhode Island

Bachelor of Science,
Management, U.S. Coast
Guard Academy

**MEMBERSHIPS AND
AFFILIATIONS**

American Institute of
Certified Planners (AICP)

American Planning
Association (APA)

Connecticut Economic
Development Association

International Council of
Shopping Centers (ICSC)

**REPRESENTATIVE
CLIENTS**

- ▶ City of Ellsworth, ME
- ▶ Town of Bridgton, ME

Samuel Eisenbeiser is a senior consultant in BerryDunn's Local Government Practice Group. An AICP-certified planner with over 20 years of experience, he is a strong believer in the power of community planning to build strong local economies and vibrant places. He specializes in economic development, market analysis, and project management, with expertise in advanced public engagement techniques and decision-support tools. Both highly analytical and creative, he is skilled at helping divergent stakeholder groups find common ground and explaining technical concepts to diverse audiences. He is well-versed in market, fiscal and real estate analysis, community outreach, land use planning, and public opinion survey administration and interpretation.

RELEVANT EXPERIENCE

Economic Development Strategy: Samuel is accomplished in analyzing data and trends related to socioeconomics, labor and industry, and real estate supply and demand. He has experience as a family-owned business manager and eight years in economic development specialist positions, including economic development specialist and coordinator for the Towns of Groton and North Stonington, Connecticut, respectively. In those roles, he facilitated local business retention and expansion across Connecticut. This included site finding, administering tax abatement and grant programs, technical assistance, and industry support. By conducting industry analyses and formulating targeted strategies, he fostered growth within key sectors of his communities, even throughout the COVID-19 pandemic.

Transportation and Land Use Planning Expertise: Samuel has a strong understanding of the complexities of land use and transit planning, with a focus on promoting walkable, neighborhood-based development. As principal planner at FHI Studio in Hartford, Connecticut, he managed various land use and transportation planning projects, including corridor studies, downtown circulation plans, and multi-modal transportation studies. He also conducted demographic and economic analysis, including land use and transportation impact analyses.



Pete Croswell, MA, PMP®, CISP, CMA

*GIS and Land Records SME
| Subcontractor*

EDUCATION AND CERTIFICATIONS

MA, Geography and
Geology, Western Illinois
University

BA, Geography and Math,
SUNY Albany

Information technology
certificate program in the
University of Louisville
Delphi Center (IT system
administration and
management; networking;
Web design/development;
database management)

IT Professional Certificate,
University of Louisville

Certified Project
Management Professional®
(PMP®), Project
Management Institute®

ASPRS Certified Mapping
Scientist

Pete Croswell is president and lead consultant for Croswell-Schulte IT Consultants. He is also a former board member and president for the Urban and Regional Information Systems Association. He has over 40 years of experience in IT requirements assessment, business process evaluation, IT planning, quality assurance, and project management. He began his career as an IT analyst and manager for a local government organization and, for the past 30 years, has worked as a consultant for a wide range of public-sector organizations. He combines detailed technical expertise with seasoned management and communication skills. He is a certified PMP® and an author of many professional publications on IT management and technical topics. In addition to his consulting work, Pete is an adjunct instructor for the Penn State University Dutton E-Education Institute teaching courses on IT project management.

RELEVANT EXPERIENCE

GIS Technologies and Governance: Pete has an in-depth understanding of municipal government programs, including property assessment, management of real property transactions, infrastructure asset management, land planning and development, and GIS program evaluation, design, and planning. He has authored several papers, special publications, and books on GIS and IT planning and implementation, including the recently published *GIS Management Handbook*, which covers concepts and best practices for GIS program and project planning, implementation, and operations.

Most Pete's consulting experience has been for local government and utility organizations throughout the U.S. and Canada. He has worked with BerryDunn on a large number of local government consulting projects over the past 10 years. Some clients are listed below:

- ▶ City of Worcester, MA
- ▶ City of Philadelphia, PA
- ▶ Cuyahoga County, OH
- ▶ Loudon County VA
- ▶ City of Rio Rancho, NM
- ▶ City of Sioux Falls, SD
- ▶ City of Rochester, NY
- ▶ City of Alexandria, VA
- ▶ Glynn County, GA
- ▶ City of Raleigh, NC

APPENDIX B – BROADER SYSTEMS CONSULTING EXPERIENCE

Table 4, on the following pages, is a summary of public-sector system consulting projects with which our firm has assisted **in the last three years**. We also provide population data to offer additional context regarding our experience.

Table 4: Systems Consulting Experience Across the Full Life Cycle

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria	Vendor Selection	Contract Negotiations	Implementation Assistance
Counties and Regional Governments							
Berks County, Pennsylvania (415,000)	●	●	●	●	●	●	
Chesterfield County, Virginia (353,000)	●	●	●	●	●	●	
Clark County, Washington (488,000)	●	●	●	●	●	●	●
Coconino County, Arizona (140,000)						●	●
Doña Ana County, New Mexico (218,000)	●	●	●	●	●	●	
Ellis County, Texas (185,000)	●	●	●	●	●	●	●
Guilford County, North Carolina (537,000)							●
Hamilton County, Indiana (338,000)	●	●	●	●	●	●	●
Henrico County, Virginia (325,000)	●	●	●	●	●		

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria	Vendor Selection	Contract Negotiations	Implementation Assistance
Kaua'i County, Hawai'i (72,000)	●	●	●	●	●		
Maui County, Hawai'i (167,000)	●	●	●	●	●	●	
Lafayette Consolidated Government, Louisiana (242,000)	●	●	●	●	●	●	
Louisville/Jefferson County Metro, Kentucky (740,000)	●	●	●	●	●	●	●
Mobile County, Alabama (415,000)	●	●	●	●	●	●	●
Monroe County, Florida (74,000)	●	●	●	●	●	●	●
Montgomery County, Pennsylvania (831,000)	●	●	●	●	●	●	●
Outagamie County, Wisconsin (184,000)	●	●	●	●	●	●	●
Peoria County, Illinois (179,000)	●	●	●	●	●	●	●
Person County, North Carolina (39,000)							●
Saginaw County, Michigan (191,000)	●	●	●	●	●	●	●
Scott County, Iowa (166,000)	●	●	●	●	●	●	●
Yamhill County, Oregon (107,000)	●	●	●	●	●	●	●
Municipalities							

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria	Vendor Selection	Contract Negotiations	Implementation Assistance
City of Alameda, California (79,000)							●
City of Amarillo, Texas (199,000)	●	●	●	●	●	●	●
City of Aurora, Colorado (369,000)	●	●	●	●	●	●	●
City of Avondale, Arizona (85,000)	●	●	●	●	●	●	●
City of Beaverton, Oregon (97,000)	●	●	●	●	●	●	●
City of Boca Raton, Florida (91,000)	●	●	●	●	●	●	●
City of Broken Arrow, Oklahoma (112,000)	●	●	●	●	●	●	●
City of Cedar Falls, Iowa (41,000)	●	●	●	●	●	●	
City of Coral Springs, Florida (128,000)	●	●	●	●	●	●	●
City of Danville, Virginia (41,000)	●	●	●	●	●	●	
City of DeSoto, Texas (53,000)	●	●	●	●	●	●	
City of Detroit, Michigan (675,000)	●	●	●	●	●	●	●
City of Dover, Delaware (37,453)	●	●	●	●	●	●	●
City of Edina, Minnesota (52,000)	●	●	●	●	●	●	●

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria	Vendor Selection	Contract Negotiations	Implementation Assistance
City of Fargo, North Dakota (122,000)	●	●	●	●	●	●	
City of Farmers Branch, Texas (35,000)	●	●	●	●	●	●	●
City of Fort Collins, Colorado (165,000)	●	●					
City of Fountain Valley, California (56,000)	●	●	●	●	●	●	●
City of Frisco, Texas (177,000)	●	●	●	●	●	●	●
City of Gaithersburg, Maryland (68,000)	●						
City of Grand Prairie, Texas (193,837)							●
City of Helena, Montana (32,000)	●	●	●	●	●	●	●
City of Independence, Missouri (117,000)	●	●	●	●	●	●	●
City of Irvine, California (273,000)	●	●	●	●	●	●	●
City of Irving, Texas (230,000)	●	●	●	●	●	●	●
City of Lakeville, Minnesota (64,000)	●	●	●	●	●	●	●
City of Lawrence, Kansas (96,000)	●	●	●	●	●	●	●
City of Livermore, California (90,000)	●	●	●	●	●	●	

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria	Vendor Selection	Contract Negotiations	Implementation Assistance
City of Long Beach, California (470,000)							•
City of Mansfield, Texas (70,000)	•	•	•	•	•	•	
City of McKinney, Texas (181,000)	•	•	•	•	•	•	•
City of Midland, Texas (119,000)	•	•	•	•	•	•	•
City of Minot, North Dakota (48,000)						•	•
City of Ormond Beach, Florida (42,000)							•
City of Philadelphia, Pennsylvania (1,581,000)	•	•					
City of Plano, Texas (287,000)	•	•	•	•	•	•	
City of Puyallup, Washington (41,000)						•	•
City of Redding, California (92,000)	•	•	•	•	•	•	•
City of Richland, Washington (53,000)	•	•	•	•	•	•	•
City of San Leandro, California (90,000)	•	•	•	•	•	•	
City of Simi Valley, California (126,000)							•
City Spokane Valley, Washington (98,000)	•	•	•	•	•	•	•

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria	Vendor Selection	Contract Negotiations	Implementation Assistance
City of St. Charles, Missouri (70,000)	●	●	●	●	●	●	
City of Sugar Land, Texas (89,000)			●	●	●	●	●
City of Tampa, Florida (388,000)	●	●	●	●	●	●	●
City of Tucson, Arizona (525,000)	●	●	●	●	●	●	●
City of Weatherford, Texas (31,000)	●	●	●	●	●	●	●
City of Wheat Ridge, Colorado (31,000)	●	●	●	●	●	●	
City of Wilmington, North Carolina (117,000)	●	●	●	●	●	●	●
City of Worcester, Massachusetts (185,000)	●	●	●	●	●	●	●
Village of Downers Grove, Illinois (49,000)	●	●	●	●	●	●	●
Village of Oak Park, Illinois (52,000)	●	●	●	●	●	●	●
K-12 Public Education							
Laramie County School District One, Wyoming (14,000 students)	●	●	●	●	●	●	
Syracuse City School District, New York (20,000 students)					●	●	●

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria	Vendor Selection	Contract Negotiations	Implementation Assistance
Regional and Special Purpose							
Chicago Metropolitan Agency for Planning, Illinois (CMAP) (2,710,000)	●	●	●	●	●	●	●
Omaha-Council Bluffs Metropolitan Area Planning Agency, Nebraska (968,000)	●	●	●	●	●	●	
Tri-County Health Department, Colorado (1,400,000)	●	●	●	●	●	●	●
Waste Commission of Scott County, Iowa	●	●	●	●	●	●	
State Agencies and Divisions							
Massachusetts Development Finance Agency	●			●	●	●	●
Missouri Office of Administration, IT Services Division							●
Vermont Agency of Administration			●	●	●	●	●



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Department of Engineering
125 East Avenue
Norwalk, CT 06851
www.norwalkct.gov

VII.B.

NORWALK COMMON COUNCIL

REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: June 5, 2024

(Note - Agenda closes 12:00 Noon on the Thursday before the Council meeting.)

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST: Vanessa Valadares, Chief of Operations and Public Works / Public Works Committee

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Public Works

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES NO WHICH ONE? **Public Works**

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section 8-24 OF THE STATE STATUTES? YES NO XX N/A

LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or backup material. If a contract is to be awarded, please include name of contractor, amount of contract to be awarded and account from which payment will be made.)

- 1a. Authorize the Mayor Harry W. Rilling, to execute an Agreement between the City of Norwalk and The Grasso Companies, LLC for Project RD2024-3 Curbs and Sidewalks for Beacon Street for a sum not to exceed \$1,070,580.00.

Account No. 03 00 00 2602
09 23 7100 5777 C0583
09 24 4021 5777 C0318
09 25 4021 5777 C0318
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 25 4021 5777 C0440

- 1b. Authorize the Chief of Operations and Public Works, to execute orders on the contract between the City of Norwalk and The Grasso Companies, LLC, for Project RD2024-3 Curbs and Sidewalks for Beacon Street for a sum not to exceed \$107,058.00.

Account No. 03 00 00 2602
09 23 7100 5777 C0583
09 24 4021 5777 C0318
09 25 4021 5777 C0318
09 24 4021 5777 C0021

09 25 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 25 4021 5777 C0440

- 2a. Authorize the Mayor Harry W. Rilling to execute an extension for a 1 (One) year agreement with Rocco Iadarola General Contracting Company for Project TMP2023-1 Decorative Crosswalks and Traffic Calming Surfaces at Various Intersections for an amount not to exceed \$150,000.00.

Account No. 09 23 4120 5777 C0441
09 24 3750 5777 C0441
09 23 4120 5777 C0581
09 24 3750 5777 C0581
09 24 3750 5777 C0649
09 24 3750 5777 C0777
09 23 4120 5777 C0824
09 24 3750 5777 C0824

- 2b. Authorize the Director of Transportation, Mobility and Parking, to execute an extension for a 1 (One) year Orders on Contract with Rocco Iadarola General Contracting Company for Project TMP2023-1 Decorative Crosswalks and Traffic Calming Surfaces at Various Intersections for an amount not to exceed \$15,000.00.

Account No. 09 23 4120 5777 C0441
09 24 3750 5777 C0441
09 23 4120 5777 C0581
09 24 3750 5777 C0581
09 24 3750 5777 C0649
09 24 3750 5777 C0777
09 23 4120 5777 C0824
09 24 3750 5777 C0824

- 3a. Authorize the Mayor Harry W. Rilling to execute an Agreement with Burns Construction Company, for Project TMP2024-05 Tracey Magnet Elementary School Multipurpose Driveway/Trail, for an amount not to exceed \$396,940.90.

Account No. 09 24 3750 5777 C0677
09 23 4120 5777 C0441

- 3b. Authorize the Director of Transportation, Mobility and Parking to execute Orders on Contract with Burns Construction Company, for Project TMP2024-05 Tracey Magnet Elementary School Multipurpose Driveway/Trail, for a contingency amount not to exceed \$39,694.09.

Account No. 09 24 3750 5777 C0677
09 23 4120 5777 C0441

4. Authorize the Mayor Harry W. Rilling, to sign the Stormwater Management Plan, prepared by CDM Smith, to certify the submitted information is true and accurate, in accordance with Section 22a-6 of the Connecticut General Statutes, pursuant to Section 53a-157b of the Connecticut General Statutes.

5. Authorize the Mayor, Harry W. Rilling to execute a Sixth Amendment to the Woodard & Curran Agreement dated August 12, 2019, to provide Professional Engineering Services for flood remediation at specific locations in accordance with Professional Services Task Order 24-1 dated May 21, 2024, for a sum not to exceed \$166,000.00.

Account No. 13 4010 5796 APW02
13 4010 5796 APW03
09 21 4021 5777 C0440

6. Authorize the Purchasing Agent to authorize a Sole Source purchase order to Tesla Inc. for the purchase of four (4) Tesla - model Y cars for a sum not to exceed \$200,520.

Account No. 09 24 4031 5777 C0313
09 25 4031 5777 C0313
09 25 4031 5777 C0716
09 24 4062 5777 C0361

7. Authorize the Mayor Harry W. Rilling, to execute a First Amendment between the City of Norwalk and Tighe & Bond, Inc. for Project DPW2024-2 On-Call Construction Inspection Observations Services for an amount not to exceed \$466,000.00 billable on an hourly basis.

Account No. 09 24 4021 5799 C0689
09 21 4021 5777 C0440

- 8a. Authorize the Mayor Harry W. Rilling, to execute an Agreement with B&W Paving & Landscaping LLC. for Purchasing Project 4366, BLDG2024-1 Paving of Ben Franklin, Kendall Elementary School, and Rowayton Elementary School Facility Parking Lot (Base Bid) and Paving of DPW Operations Facility Parking Lot (Alternate 1) for a sum not to exceed \$336,640.00 (Base Bid) plus \$80,650.10 (Alternate 1).

Account No. 09 16 5010 5777 C0516
09 19 5010 5777 C0516
09 20 5010 5777 C0516
09 22 5010 5777 C0516
09 24 5010 5777 C0516
09 24 7100 5777 C0295
09 25 7100 5777 C0119

- 8b. Authorize the Chief of Operations and Public Works to execute Orders on Contract with B&W Paving & Landscaping LLC. for Purchasing Project 4366, BLDG2024-1 Paving of Ben Franklin, Kendall Elementary School, and Rowayton Elementary School Facility Parking Lot (Base Bid) and Paving of DPW Operations Facility Parking Lot (Alternate 1) for a sum not to exceed \$41,729.01.

Account No. 09 16 5010 5777 C0516
09 19 5010 5777 C0516
09 20 5010 5777 C0516
09 22 5010 5777 C0516
09 24 5010 5777 C0516
09 24 7100 5777 C0295
09 25 7100 5777 C0119

- 9a. Authorize the Mayor Harry W. Rilling, to execute an Agreement with The Grasso Companies LLC. for Purchasing Project 4367, PM2024-4 – Paving at Various Locations (Base Bid), Proposed Sidewalks on Richmond Hill Road, McAllister Avenue and Frances Avenue (Alternate 1 & 2) for a sum not to exceed \$710,650.50 (Base Bid) plus \$383,700.00 (Alternate 2).

Account No. 09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440

- 9b. Authorize the Chief of Operations and Public Works to execute Orders on Contract with The Grasso Companies LLC. for Purchasing Project 4367, PM2024-4 – Paving at Various Locations (Base Bid), Proposed Sidewalks on Richmond Hill Road, McAllister Avenue and Frances Avenue (Alternate 1 & 2) for a sum not to exceed \$218,870.10.

Account No. 09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

Section 1-189 Charter of the City of Norwalk & Section 8-24 of the Connecticut General Statutes

EFFECTIVE DATE OF ACTION (if applicable):

Upon adoption and compliance with Charter provisions



Signature of Person Making Request

Please fill in all blanks and note if an item is not applicable.

Amended 4/13/84



Contract Staff Summary

Department/Staff Contact	Department of Public Works / Daniel Stanton, PE
Common Council Committee	Public Works Committee
Date Approved by Committee	June 4, 2024
Purpose/Scope	The purpose of this project is to improve curbs, sidewalks and ADA ramps throughout the City in preparation for the City paving program.
Vendor (Indicate if new or <u>existing</u> vendor)	The Grasso Companies, LLC
Term of Contract	One Hundred and Fifty (150) days from Notice to Proceed
Method of Procurement (Indicate if sole source)	Bid
Cost of Contract	Base Contract: \$1,070,580.00 10% Contingency: \$107,058.00 Total: \$1,177,638.00
Funding Source/Account Number	03 00 00 2602 09 23 7100 5777 C0583 09 24 4021 5777 C0318 09 25 4021 5777 C0318 09 24 4021 5777 C0021 09 25 4021 5777 C0021 09 21 4021 5777 C0440 09 22 4021 5777 C0440 09 24 4021 5777 C0440 09 25 4021 5777 C0440
Additional Information/Other Details	Project Bid No. 4359 RD2024-3 Curbs and Sidewalks for Beacon Street



CITY OF NORWALK
Christine Cardascia
*Assistant Civil Engineer/
Department of Engineering*
125 East Avenue
Norwalk, CT 06856
Office: 203 -854 7981
dstanton@norwalkct.gov

BID SHEET

PROJECT: RD2024-3

Curbs and Sidewalks for Beacon Street

DATE: THURSDAY, MAY 23, 2024 2:00 P.M.

BIDDER	BID AMOUNT	BID BOND
The Grasso Companies, LLC 57 Viaduct Road Stamford, CT 06907	\$1,070,580.00	15% Argonaut Insurance Company
Colonna Concrete and Asphalt Paving, LLC 1233 Johnson Road Woodbridge, CT 06525	\$1,174,885.00	15% Employer Mutual Casualty
Burns Construction Company, Inc. 300 Sperry Avenue Stratford, CT 06615	\$1,413,803.00	15% Western Surety Company
Star Construction Corporation 40 Embree Street Stratford, CT 06615	\$1,683,770.00	15% Great Midwest Insurance Company

Project Number : RD2024-3
Project Name : CURB AND SIDEWALK FOR BEACON STREET

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0202000	EARTH EXCAVATION	75	\$5.00	\$375.00	\$10.00	\$750.00	\$50.00	\$3,750.00	\$7.00	\$525.00
0202002	ROCK EXCAVATION	10	\$150.00	\$1,500.00	\$250.00	\$2,500.00	\$200.00	\$2,000.00	\$411.67	\$4,116.70
0202451A	TEST PIT EXCAVATION	15	\$350.00	\$5,250.00	\$200.00	\$3,000.00	\$465.00	\$6,975.00	\$525.00	\$7,875.00
0202491	REMOVAL AND RESETTING OF GRANITE STONE CURBING	10	\$50.00	\$500.00	\$60.00	\$600.00	\$150.00	\$1,500.00	\$52.25	\$522.50
0202503A	REMOVAL OF CONCRETE CURBING	10	\$5.00	\$50.00	\$10.00	\$100.00	\$85.00	\$850.00	\$5.25	\$52.50
0202504A	REMOVAL OF BITUMINOUS CONCRETE CURBING	10	\$3.00	\$30.00	\$10.00	\$100.00	\$85.00	\$850.00	\$5.25	\$52.50
0302906	3/4" WASHED CRUSHED STONE	50	\$40.00	\$2,000.00	\$50.00	\$2,500.00	\$33.00	\$1,650.00	\$25.00	\$1,250.00
0304002	PROCESSED AGGREGATE BASE	50	\$25.00	\$1,250.00	\$40.00	\$2,000.00	\$30.00	\$1,500.00	\$31.50	\$1,575.00
0406203A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (COLLECTOR) MIN BID - SEE SPECIAL NOTES	10	\$120.00	\$1,200.00	\$150.00	\$1,500.00	\$150.00	\$1,500.00	\$140.00	\$1,400.00
0406204A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	1,350	\$60.00	\$81,000.00	\$75.00	\$101,250.00	\$55.00	\$74,250.00	\$75.00	\$101,250.00
0506001	CONCRETE FOR RETAINING WALLS, STEPS AND COPINGS	10	\$150.00	\$1,500.00	\$1,000.00	\$10,000.00	\$1,900.00	\$19,000.00	\$1,155.00	\$11,550.00
0507042A	RESET CATCH BASIN	10	\$2,000.00	\$20,000.00	\$1,000.00	\$10,000.00	\$780.00	\$7,800.00	\$603.75	\$6,037.50
0507120	CATCH BASIN (TYPE C)(3'SUMP) (0-10 FEET DEEP)	3	\$2,000.00	\$6,000.00	\$6,000.00	\$18,000.00	\$4,850.00	\$14,550.00	\$8,000.00	\$24,000.00
0507781	RESET MANHOLE	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$470.00	\$470.00	\$603.75	\$603.75
0507792A	RECONSTRUCT CATCH BASIN	10	\$250.00	\$2,500.00	\$800.00	\$8,000.00	\$780.00	\$7,800.00	\$695.72	\$6,957.20
0507831	CONVERT CATCH BASIN TO MANHOLE	2	\$500.00	\$1,000.00	\$2,300.00	\$4,600.00	\$3,350.00	\$6,700.00	\$2,625.00	\$5,250.00
0586790.10	REMOVE DRAINAGE STRUCTURE (0' - 10' DEEP)	2	\$500.00	\$1,000.00	\$1,200.00	\$2,400.00	\$2,000.00	\$4,000.00	\$500.00	\$1,000.00
0602000	DEFORMED STEEL BARS	75	\$10.00	\$750.00	\$5.00	\$375.00	\$4.00	\$300.00	\$2.63	\$197.25
0609001	REPOINTED MASONRY	20	\$100.00	\$2,000.00	\$200.00	\$4,000.00	\$225.00	\$4,500.00	\$0.00	\$0.00
0651343A	MISCELLANEOUS STORM DRAINAGE MODIFICATIONS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
0651743	6" POLYVINYL CHLORIDE, SDR 35 STORM DRAINAGE PIPE	10	\$50.00	\$500.00	\$70.00	\$700.00	\$200.00	\$2,000.00	\$52.50	\$525.00
0686230.10	10" HIGH DENSITY POLYETHYLENE PIPE (0'-10' DEEP)	10	\$50.00	\$500.00	\$90.00	\$900.00	\$225.00	\$2,250.00	\$50.00	\$500.00
0686230.12	12" HIGH DENSITY POLYETHYLENE PIPE (0'-10' DEEP)	10	\$150.00	\$1,500.00	\$100.00	\$1,000.00	\$225.00	\$2,250.00	\$75.00	\$750.00
0811001A	CONCRETE CURBING	4,500	\$43.00	\$193,500.00	\$40.00	\$180,000.00	\$74.50	\$335,250.00	\$47.25	\$212,625.00
0811008A	CONCRETE CURBING - 6" X >20" -<32"	50	\$75.00	\$3,750.00	\$70.00	\$3,500.00	\$97.00	\$4,850.00	\$52.50	\$2,625.00
0811009A	CONCRETE CURBING - 6" X 32"-42"	50	\$75.00	\$3,750.00	\$100.00	\$5,000.00	\$97.00	\$4,850.00	\$78.75	\$3,937.50

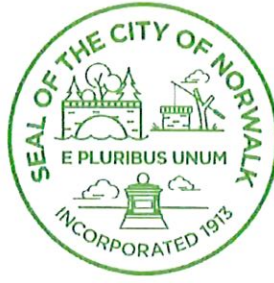
Project Number : RD2024-3
Project Name : CURB AND SIDEWALK FOR BEACON STREET

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0813013A	16"X5" GRANITE STONE CURBING (CURVED)	55	\$65.00	\$3,575.00	\$100.00	\$5,500.00	\$145.00	\$7,975.00	\$150.00	\$8,250.00
0813015A	5" X 16" GRANITE STONE CURBING (STRAIGHT)	150	\$40.00	\$6,000.00	\$70.00	\$10,500.00	\$125.00	\$18,750.00	\$100.00	\$15,000.00
0813500	RESET STONE BLOCK DRIVEWAY	25	\$40.00	\$1,000.00	\$40.00	\$1,000.00	\$70.00	\$1,750.00	\$31.50	\$787.50
0814001	RESET STONE CURBING	50	\$25.00	\$1,250.00	\$50.00	\$2,500.00	\$80.00	\$4,000.00	\$26.25	\$1,312.50
0815001	BITUMINOUS CONCRETE LIP CURBING	100	\$10.00	\$1,000.00	\$15.00	\$1,500.00	\$20.00	\$2,000.00	\$5.25	\$525.00
0913818	RESET 30" CHAIN LINK FENCE	35	\$75.00	\$2,625.00	\$50.00	\$1,750.00	\$165.00	\$5,775.00	\$0.00	\$0.00
0921001A	CONCRETE SIDEWALK	20,000	\$14.00	\$280,000.00	\$14.00	\$280,000.00	\$18.25	\$365,000.00	\$10.00	\$200,000.00
0921011A	CONCRETE DRIVEWAY RAMP	1,800	\$16.00	\$28,800.00	\$18.00	\$32,400.00	\$32.00	\$57,600.00	\$11.00	\$19,800.00
0921014A	PRECAST CONCRETE PAVER SIDEWALK AND DRIVEWAY	10	\$30.00	\$300.00	\$50.00	\$500.00	\$90.00	\$900.00	\$45.00	\$450.00
0921021A	RELAY PRECAST CONCRETE PAVER SIDEWALK AND DRIVEWAY	50	\$20.00	\$1,000.00	\$30.00	\$1,500.00	\$20.00	\$1,000.00	\$43.75	\$2,187.50
0921045	REPLACE STONE SIDEWALK	50	\$30.00	\$1,500.00	\$20.00	\$1,000.00	\$35.00	\$1,750.00	\$31.50	\$1,575.00
0922001A	BITUMINOUS CONCRETE SIDEWALK	10	\$40.00	\$400.00	\$65.00	\$650.00	\$200.00	\$2,000.00	\$52.50	\$525.00
0922501A	BITUMINOUS CONCRETE DRIVEWAY	300	\$60.00	\$18,000.00	\$65.00	\$19,500.00	\$65.00	\$19,500.00	\$50.00	\$15,000.00
0924007A	HANDICAP RAMPS (ADA COMPLIANT)	128	\$200.00	\$25,600.00	\$35.00	\$4,480.00	\$50.00	\$6,400.00	\$27.30	\$3,494.40
0944003A	FURNISHING AND PLACING TOPSOIL	2,250	\$13.50	\$30,375.00	\$10.00	\$22,500.00	\$17.50	\$39,375.00	\$11.55	\$25,987.50
0949000	WOOD CHIP MULCH	1	\$50.00	\$50.00	\$30.00	\$30.00	\$940.00	\$940.00	\$15.75	\$15.75
0950003A	TURF ESTABLISHMENT (LAWN)	2,250	\$2.00	\$4,500.00	\$6.00	\$13,500.00	\$2.00	\$4,500.00	\$1.05	\$2,362.50
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
0970007A	TRAFFICPERSON (UNIFORMED FLAGGER)	960	\$40.00	\$38,400.00	\$35.00	\$33,600.00	\$85.00	\$81,600.00	\$55.00	\$52,800.00
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	\$10,000.00	\$10,000.00	\$80,000.00	\$80,000.00	\$8,500.00	\$8,500.00	\$75,000.00	\$75,000.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$18,000.00	\$18,000.00	\$32,000.00	\$32,000.00	\$5,500.00	\$5,500.00	\$55,000.00	\$55,000.00
0980003A	PROJECT SURVEY AND STAKEOUT	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
1000010A	MISCELLANEOUS TRANSITIONS TO MEET EXISTING PROPERTY CONDITIONS	1	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
1014910	UTILITY RELOCATION	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
1209007	PAINTED PAVEMENT MARKINGS (4" YELLOW)	1,700	\$1.00	\$1,700.00	\$1.00	\$1,700.00	\$0.85	\$1,445.00	\$0.00	\$0.00
1211001	REMOVAL OF PAVEMENT MARKINGS	600	\$1.00	\$600.00	\$5.00	\$3,000.00	\$3.58	\$2,148.00	\$0.00	\$0.00
1212001	TEMPORARY PLASTIC PAVEMENT MARKINGS TAPE - 4" YELLOW	400	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1302060A	RESET GATE BOXES	40	\$50.00	\$2,000.00	\$50.00	\$2,000.00	\$100.00	\$4,000.00	\$52.50	\$2,100.00
			\$1,070,580.00		\$1,174,885.00		\$1,413,803.00		\$1,137,350.05	

Project Number : RD2024-3
Project Name : CURB AND SIDEWALK FOR BEACON STREET

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Apparent Low Bidder : THE GRASSO COMPANIES LLC
Second Bidder : Colonna Concrete and Asphalt Paving, LLC
Third Bidder : BURNS CONSTRUCTION COMPANY, INC.



Contract Staff Summary

Department/Staff Contact	Transportation, Mobility, and Parking
Common Council Committee	Greg Pacelli gpacelli@norwalkct.gov Public Works Committee of the Common Council
Date Approved by Committee	<i>June 4, 2024</i>
Purpose/Scope	The purpose of this agreement is to award Rocco Iadarola General Contracting Company the contract to install a variety of thermoplastic materials that adheres to asphalt and concrete to enhance safety and aesthetic appeal in streetscape projects. These materials will be utilized as traffic calming measures as well as creating a safer and more defined pedestrian space. This contract gives the City the ability to mobilize the contractor at various locations with a defined design and specific preformed thermoplastic material. This is for a one-year contract extension based on the bid advertisement and executed contract in 2023.
Vendor (Indicate if new or existing vendor)	Rocco Iadarola General Contracting Company Existing Vendor
Term of Contract	1 (One) Year
Method of Procurement (Indicate if sole source)	Invitation to Bid for Construction
Cost of Contract	\$150,000.00
Funding Source/Account Number	0923 4120 5777 C0441 0924 3750 5777 C0441 0923 4120 5777 C0581 0924 3750 5777 C0581 0924 3750 5777 C0649 0924 3750 5777 C0777 0923 4120 5777 C0824 0924 3750 5777 C0824
Additional Information/Other Details	<i>TMP2023-1 Decorative Crosswalks and Traffic Calming Surfaces at Various Intersections</i>



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Public Works Committee of the Common Council

FROM: Jim Travers, Director Transportation, Mobility, and Parking

CC: Garrett Bolella, P.E., PTOE, RSP1 Assistant Director Transportation
Greg Pacelli, Transportation Planner

REF: Authorize the Mayor, Harry W. Rilling to execute a 1 (One) year contract extension on an existing contract with Rocco Iadarola General Contracting Company. TMP2023-1, Decorative Crosswalks and Traffic Calming Surfaces at Various Intersections for an amount not to exceed \$150,000.00 annually.

DATE: May 21st, 2024

Memorandum

The Department of Transportation, Mobility, and Parking has prepared documents for TMP2023-1 Decorative Crosswalks and Traffic Calming Surfaces at Various Intersections. This project will consist of installation of thermoplastic materials that adheres to asphalt and concrete to enhance safety and aesthetic appeal in streetscape projects. The preformed thermoplastic materials enhance visibility for all roadway users including motorists, cyclists, and pedestrians. These materials will be utilized as traffic calming measures as well as creating a safer and more defined pedestrian space. The materials are extremely durable and have been engineered specifically for streetscape and crosswalk projects that require durability, safety, comfort, aesthetics and low maintenance. For 2024, TMP plans to perform crosswalk and other asphalt surface enhancements at various locations. These enhancements will create a safer roadway for all users.

On May 24th, 2023, a bid opening was held for project TMP 2023-1. One competitive bid, which is attached, was received. On June 13th, 2023, the Common Council approved the first year of the contract and the contract was awarded to Rocco Iadarola General Contracting Company. This agreement is to extend the contractor, Rocco Iadarola General Contracting Company, for 1 (One) year, which is included in the original base contract. Based on the awarded contract in 2023,

Transportation, Mobility, and Parking requests adding the following items to the June 4th meeting of the Public Works Committee. We request that the committee approve the extension so TMP can continue to install these products to enhance mobility across the city.

- a. Authorize the Mayor, Harry W. Rilling to execute an extension for a 1 (One) year agreement with Rocco Iadarola General Contracting Company for Project TMP2023-1 Decorative Crosswalks and Traffic Calming Surfaces at Various Intersections for an amount not to exceed \$150,000.00

Account No.

0923 4120 5777 C0441
0924 3750 5777 C0441
0923 4120 5777 C0581
0924 3750 5777 C0581
0924 3750 5777 C0649
0924 3750 5777 C0777
0923 4120 5777 C0824
0924 3750 5777 C0824

- b. Authorize the Director of Transportation, Mobility and Parking, to execute an extension for 1 (One) year Orders on Contract with Rocco Iadarola General Contracting Company for project TMP2023-1 Decorative Crosswalks and Traffic Calming Surfaces at Various Intersections, for an amount not to exceed \$15,000.00

Account No.

0923 4120 5777 C0441
0924 3750 5777 C0441
0923 4120 5777 C0581
0924 3750 5777 C0581
0924 3750 5777 C0649
0924 3750 5777 C0777
0923 4120 5777 C0824
0924 3750 5777 C0824

A copy of the bid information for Purchasing Department Project Number – TMP Project Number – Project Name, can be reviewed by following the link

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

Project Number: **TMP2023-1**

Project Name: **DECORATIVE CROSSWALKS AND TRAFFIC CALMING SURFACES AT VARIOUS LOCATIONS**

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
1209471A	1	DURABLE SKID AND SLIP RESISTANT COVERING FOR STAMPED ASPHALT		
		Ennis-Flint/PPG TrafficPatternsLT	\$19.00 / sq. ft.	Quote per Project
		per SQUARE FEET		
1209472A	1	STAMPED ASPHALT SURFACING SYSTEM		
		Ennis-Flint/PPG TrafficPatternsXD	\$20.00 / sq. ft.	Quote per project
		per SQUARE FEET		
1209473A	1	ASPHALT INLAID SURFACING SYSTEM		
		Ennis-Flint/PPG DuraTherm	\$19.00 / sq. ft.	Quote per project
		per SQUARE FEET		
1209474A	1	DECORATIVE CROSSWALKS AND TRAFFIC CALMING SURFACES		
		Ennis-Flint/PPG TrafficPatterns	\$23.00 / sf. ft.	Quote per project
		per SQUARE FEET		
1209475A	1	MULTI-COLOR INTERCONNECTED PREFORMED THERMOPLASTIC PAVEMENT MARKING MATERIAL		
		Ennis-Flint DecoMark	Quote / sq. ft.	Quote per project
		per SQUARE FEET		
1209476A	1	THERMOPLASTIC COLOR PAVEMENT MARKINGS		
		Ennis-Flint/PPG PreMark	Quote / sq. ft.	Quote per project
		per SQUARE FEET		

CONTRACTOR'S

PROPOSAL

Project Number: *TMP2023-1*

Project Name: *DECORATIVE CROSSWALKS AND TRAFFIC CALMING SURFACES AT VARIOUS LOCATIONS*

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
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Total Amount: \$ _____

Total In Gross Sum Written In Words



Contract Staff Summary

Department/Staff Contact	Transportation, Mobility, and Parking Nathan Fankhanel, EIT nfankhanel@norwalkct.gov Garrett Bolella, PE, PTOE, RSP1 gbolella@norwalkct.gov Troy Deering tdeering@norwalkct.gov
Common Council Committee	Public Works Committee of the Common Council
Date Approved by Committee	<i>June 4, 2024</i>
Purpose/Scope	The purpose of this agreement is to award Burns Construction Company the contract to construct a multipurpose driveway/trail in the rear of Tracey Magnet Elementary School. This driveway/trail will allow for cars to queue along the perimeter of the existing field in the rear of the school during pick up and drop off periods of the school day. In all other hours outside of pick up and drop off, the driveway will be used as a trail for school activities. This contract gives the City the ability to mobilize the contractor at Tracey Magnet Elementary School with a defined design.
Vendor (Indicate if new or existing vendor)	Burns Construction Company Existing Vendor
Term of Contract	90 Days
Method of Procurement (Indicate if sole source)	Invitation to Bid for Construction
Cost of Contract	\$396,940.90
Funding Source/Account Number	0924 – 3750 – 5777 – C0677 0923 – 4120 – 5777 – C0441
Additional Information/Other Details	<i>IMP2024-5 Tracey Magnet Elementary School Multipurpose Driveway/Trail</i>



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: The Common Council

FROM: Jim Travers, Director Transportation, Mobility, and Parking

CC: Nathan Fankhanel, E.I.T., Junior Engineer, Project Manager
Garrett Bolella, P.E., PTOE, RSP1 Assistant Director Transportation
Troy Deering, Road Construction Project Manager

REF: Authorize the Mayor, Harry W. Rilling to execute an agreement with Burns Construction Company on project TMP2024-05 - Tracey Magnet Elementary School Multipurpose Driveway/Trail for an amount not to exceed \$396,940.90.

DATE: May 22nd, 2024

Memorandum

TMP is has designed and developed plans to construct a new multipurpose driveway/pedestrian trail located in the rear of Tracey Magnet Elementary School. The new driveway/trail will be connected to the School's existing parking lot and go around the perimeter of the existing field behind the school. Also included in this project is a minor reconfiguration of the existing parking lot to create a safer environment for pedestrians and vehicles who are queued during pickup and drop off hours.

The necessity for this project was brought to the City's attention by the school officials and local community who are impacted daily by the long queue of cars that spills out of the school's parking lot and into the local street network during student pickup and drop off. This new driveway/trail will allow vehicles to queue all the way around the perimeter of the field behind the school, allowing for the queue to be completely isolated to the school's property and not onto Camp Street. In all hours besides student pickup and drop off periods, the driveway will be closed off to vehicular travel and will be used as an exclusive pedestrian facility for the school's extracurricular activities. The community and school have been very vocal in support of this plan and we are excited to be able to provide them with these improvements.

On April 30th, 2024, a bid opening was held for project TMP 2024-05. TMP received four competitive bids and after our analysis, Burns Construction Company was selected as the qualified low bidder. Based on the review of these bids, TMP requests adding the following items to the June 4th, 2024 meeting of the Common Council.

a.- Authorize the Mayor, Harry W. Rilling to execute an agreement with Burns Construction Company - TMP2024-05 Tracey Magnet Elementary School Multipurpose Driveway/Trail, for an amount not to exceed \$396,940.90

Account No. – 0924 - 3750 - 5777 - C0677
0923 - 4120 - 5777 - C0441

b.- Authorize the the Director of Transportation, Mobility and Parking to execute Orders on Contract with Burns Construction Company - TMP2024-05 Tracey Magnet Elementary School Multipurpose Driveway/Trail, for a contingency amount not to exceed 10% of the above contract (\$39,694.09)

Account No. – 0924 - 3750 - 5777 - C0677
0923 - 4120 - 5777 - C0441

A copy of the bid information for Purchasing Department Project Number –TMP Project Number – Project Name, can be reviewed by following the link

<https://www.norwalkct.gov/Bids.aspx?CatID=All&txtSort=Title&showAllBids=on&Status=>

Bid Sheets Below

Project Number: TMP 2024-05

Project: TRACEY MAGNET ELEMENTARY SCHOOL MULTIPURPOSE DRIVEWAY/TRAIL

ITEM NUMBER	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
201001	1	CLEARING AND GRUBBING <u>EIGHT THOUSAND DOLLARS</u>	<u>8,000.00</u>	<u>8,000.00</u>
		per Lump Sum		
202000	1100	EARTH EXCAVATION <u>THIRTY SIX DOLLARS</u>	<u>36.00</u>	<u>39,600.00</u>
		per Cubic Yard		
202529	325	CUT BITUMINOUS CONCRETE PAVEMENT <u>THREE DOLLARS</u>	<u>3.00</u>	<u>975.00</u>
		per Linear Foot		
202533	80	REMOVAL OF EXISTING CURBING <u>THIRTEEN DOLLARS AND SEVENTY FIVE CENTS</u>	<u>13.75</u>	<u>1,100.00</u>
		per Linear Foot		
209001	1900	FORMATION OF SUBGRADE <u>SIX DOLLARS AND TWENTY CENTS</u>	<u>6.30</u>	<u>11,970.00</u>
		per Square Yard		
219001	500	SEDIMENTATION CONTROL SYSTEM (SILT FENCE) <u>SEVEN DOLLARS AND FIFTY CENTS</u>	<u>7.50</u>	<u>3,750.00</u>
		per Linear Foot		

Project Number: TMP 2024-05

Project: TRACEY MAGNET ELEMENTARY SCHOOL MULTIPURPOSE DRIVEWAY/TRAIL

ITEM NUMBER	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
SEDIMENT CONTROL SYSTEM AT CATCH BASIN				
219011	2	<u>FOUR HUNDRED FIFTY DOLLARS</u>	<u>450.00</u>	<u>900.00</u>
		per Each		
PROCESSED AGGREGATE BASE				
304002	650	<u>Forty six DOLLARS</u>	<u>46.00</u>	<u>29,900.00</u>
		per Cubic Yard		
TEMPORARY PAVEMENT				
406002	100	<u>ONE CENT</u>	<u>0.01</u>	<u>1.00</u>
		per Square Yard		
HMA S0.5				
406171	230	<u>TWO HUNDRED DOLLARS</u>	<u>200.00</u>	<u>46,000.00</u>
		per Ton		
HMA S0.375				
406172	230	<u>TWO HUNDRED TEN DOLLARS</u>	<u>210.00</u>	<u>48,300.00</u>
		per Ton		
MATERIAL FOR TACK COAT				
406236	200	<u>Twelve DOLLARS</u>	<u>12.00</u>	<u>2,400.00</u>
		per Gallon		

Project Number: TMP 2024-05

Project: TRACEY MAGNET ELEMENTARY SCHOOL MULTIPURPOSE DRIVEWAY/TRAIL

ITEM NUMBER	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
686950.1	100	REMOVE EXISTING PIPE - 0' - 10' DEEP		
		<u>FIFTY DOLLARS</u>	<u>50.00</u>	<u>5,000.00</u>
		per Linear Foot		
815001	150	BITUMINOUS CONCRETE LIP CURBING		
		<u>TWENTY FOUR DOLLARS</u>	<u>24.00</u>	<u>3,600.00</u>
		per Linear Foot		
901005	2	BOLLARD		
		<u>SEVENTEEN HUNDRED AND TWENTY DOLLARS</u>	<u>1720.00</u>	<u>3,440.00</u>
		per Each		
901020	2	BOLLARD COVER		
		<u>THREE HUNDRED FORTY DOLLARS</u>	<u>340.00</u>	<u>680.00</u>
		per Each		
91385	2	VEHICLE BARRIER GATE (BARRIER SINGLE GATE)		
		<u>FOUR THOUSAND DOLLARS</u>	<u>4,000.00</u>	<u>8,000.00</u>
		per Each		
939001	5	SWEEPING FOR DUST CONTROL		
		<u>THREE HUNDRED TEN DOLLARS</u>	<u>310.00</u>	<u>1,550.00</u>
		per Hour		

Project Number: TMP 2024-05

Project: TRACEY MAGNET ELEMENTARY SCHOOL MULTIPURPOSE DRIVEWAY/TRAIL

ITEM NUMBER	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
943001	150	WATER FOR DUST CONTROL <u>EIGHT DOLLARS</u> per M. GAL	<u>8.00</u>	<u>1,200.00</u>
944000	2200	FURNISHING AND PLACING TOPSOIL <u>FOURTEEN DOLLARS AND FORTY FIVE CENTS</u> per Square Yard	<u>14.45</u>	<u>31,790.00</u>
949010	3500	RAIN GARDEN PLANTING <u>SEVENTY FIVE CENTS</u> per Square Foot	<u>0.75</u>	<u>2,625.00</u>
949110	425	RAIN GARDEN <u>ONE HUNDRED FIFTEEN DOLLARS</u> per Cubic Yard	<u>115.00</u>	<u>48,875.00</u>
949440	10	HONEYLOCUST TREE (IMPERIAL) <u>NINE HUNDRED FIFTY DOLLARS</u> per Each	<u>950.00</u>	<u>9,500.00</u>
950005	2750	TURF ESTABLISHMENT <u>THREE DOLLARS AND FIFTY CENTS</u> per Square Yard	<u>3.50</u>	<u>9,625.00</u>

Project Number: TMP 2024-05

Project: TRACEY MAGNET ELEMENTARY SCHOOL MULTIPURPOSE DRIVEWAY/TRAIL

ITEM NUMBER	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
TEMPORARY SEEDING (& SLIT SEEDING)				
950010	6800	<u>THREE DOLLARS</u>	<u>3.00</u>	<u>20,400.00</u>
		<i>per Square Yard</i>		
SELECTIVE CLEARING AND THINNING				
952001	1	<u>EIGHT THOUSAND NINE HUNDRED FIFTY DOLLARS</u>	<u>8,950.00</u>	<u>8,950.00</u>
		<i>per Lump Sum</i>		
MAINTENANCE & PROTECTION OF TRAFFIC				
971001A	1	<u>NINE THOUSAND NINE HUNDRED FIFTEEN DOLLARS</u>	<u>9,915.00</u>	<u>9,915.00</u>
		<i>per Lump Sum</i>		
MOBILIZATION AND PROJECT CLOSEOUT (MAX OF 3% OF TOTAL BID)				
975004A	1	<u>SIX THOUSAND SEVEN HUNDRED TWENTY DOLLARS</u>	<u>6,720.00</u>	<u>6,720.00</u>
		<i>per Lump Sum</i>		
CONSTRUCTION SURVEYING & STAKEOUT				
980020	1			<u>\$10,000.00</u>
		<i>per Allowance</i>		
REMOVAL OF EXISTING MASONRY				
974002	1	<u>EIGHT THOUSAND SEVEN HUNDRED DOLLARS</u>	<u>8,700.00</u>	<u>8,700.00</u>
		<i>per Lump Sum</i>		

Project Number: TMP 2024-05

Project: TRACEY MAGNET ELEMENTARY SCHOOL MULTIPURPOSE DRIVEWAY/TRAIL

ITEM NUMBER	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
REMOVAL AND RELOCATION OF EXISTING SIGNS				
1206023	1	<u>TWELVE THOUSAND SIX</u> <u>HUNDRED DOLLARS</u>	<u>12,600.00</u>	<u>12,600.00</u>
<i>per Lump Sum</i>				
SIGN FACE - SHEET ALUMINUM (TYPE XI RETROREFLECTIVE SHEETING)				
1208937	7	<u>ONE HUNDRED TWENTY</u> <u>DOLLARS</u>	<u>12000</u>	<u>840.00</u>
<i>per Square Foot</i>				
HOT-APPLIED PAINTED PAVEMENT MARKINGS 12" YELLOW				
1209114	170	<u>ONE CENT</u>	<u>0.01</u>	<u>1.70</u>
<i>per Linear Foot</i>				
HOT-APPLIED PAINTED PAVEMENT MARKINGS 4" WHITE				
1209124	2500	<u>ONE CENT</u>	<u>0.01</u>	<u>25.00</u>
<i>per Linear Foot</i>				
HOT-APPLIED PAINTED LEGEND, ARROWS AND MARKINGS				
1209131	270	<u>ONE CENT</u>	<u>0.01</u>	<u>2.70</u>
<i>per Square Foot</i>				
REMOVAL OF PAVEMENT MARKINGS				
1211001	550	<u>ONE CENT</u>	<u>0.01</u>	<u>5.50</u>
<i>per Square Foot</i>				

Project Number: TMP 2024-05

Project: TRACEY MAGNET ELEMENTARY SCHOOL MULTIPURPOSE DRIVEWAY/TRAIL

TOTAL BID:

TOTAL IN GROSS SUM WRITTEN IN WORDS \$ 396,940.90

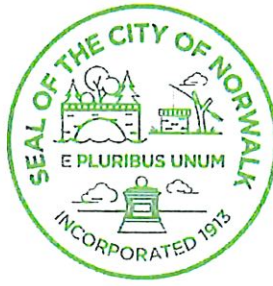
THREE HUNDRED NINETY SIX THOUSAND NINE HUNDRED FORTY

DOLLARS AND NINETY CENTS.

City of Norwalk
Transportation, Mobility & Parking

Item Numbers	Bid review Items	Qty	Unit	B&W	Burns	Colonna	Grasso
201001	CLEARING AND GRUBBING	1	LS	\$ 14,000.00	\$ 8,000.00	\$ 70,000.00	\$ 20,000.00
202000	EARTH EXCAVATION	1100	CY	\$ 52,800.00	\$ 39,600.00	\$ 22,000.00	\$ 55,000.00
202529	CUT BITUMINOUS CONCRETE PAVEMENT	325	LF	\$ 1,137.50	\$ 975.00	\$ 1,625.00	\$ 796.25
202533	RENOVAL OF EXISTING CURBING	80	LF	\$ 1,920.00	\$ 1,100.00	\$ 400.00	\$ 1,200.00
209001	FORMATION OF SUBGRADE	1900	SY	\$ 8,550.00	\$ 11,970.00	\$ 19,000.00	\$ 5,700.00
219001	SEDIMENTATION CONTROL SYSTEM (SILT FENCE)	500	LF	\$ 6,000.00	\$ 3,750.00	\$ 2,500.00	\$ 1,500.00
219011	SEDIMENT CONTROL SYSTEM AT CATCH BASIN	2	Each	\$ 800.00	\$ 900.00	\$ 500.00	\$ 290.00
304002	PROCESSED AGGREGATE BASE	650	CY	\$ 47,450.00	\$ 29,900.00	\$ 40,500.00	\$ 19,500.00
406002	TEMPORARY PAVEMENT	100	SY	\$ 19,000.00	\$ 1.00	\$ 3,000.00	\$ 5,000.00
406171	HMA S0.5	230	Ton	\$ 32,890.00	\$ 46,000.00	\$ 59,800.00	\$ 57,500.00
406172	HMA S0.375	230	Ton	\$ 34,730.00	\$ 48,300.00	\$ 64,400.00	\$ 69,000.00
406236	MATERIAL FOR TACK COAT	200	Gal	\$ 2,400.00	\$ 2,400.00	\$ 4,000.00	\$ 2,200.00
686950.1	REMOVE EXISTING PIPE - 0' - 10' DEEP	100	LF	\$ 3,900.00	\$ 5,000.00	\$ 3,000.00	\$ 5,100.00
815001	BITUMINOUS CONCRETE LIP CURBING	150	LF	\$ 5,250.00	\$ 3,600.00	\$ 3,000.00	\$ 2,175.00
901005	BOLLARD	2	Each	\$ 4,200.00	\$ 3,440.00	\$ 2,000.00	\$ 2,400.00
901020	BOLLARD COVER	2	Each	\$ 870.00	\$ 680.00	\$ 1,000.00	\$ 450.00
91385	VEHICLE BARRIER GATE (BARRIER SINGLE GATE)	2	Each	\$ 12,000.00	\$ 8,000.00	\$ 15,000.00	\$ 7,200.00
939001	SWEEPING FOR DUST CONTROL	5	Hour	\$ 1,000.00	\$ 1,550.00	\$ 200.00	\$ 1,125.00
943001	WATER FOR DUST CONTROL	150	M Gal	\$ 4,500.00	\$ 1,200.00	\$ 1,500.00	\$ 18,000.00
944000	FURNISHING AND PLACING TOPSOIL	2200	SY	\$ 28,600.00	\$ 31,790.00	\$ 26,400.00	\$ 30,800.00
949010	RAIN GARDEN PLANTING	3500	SF	\$ 17,990.00	\$ 2,625.00	\$ 35,000.00	\$ 87,500.00
949110	RAIN GARDEN	425	CY	\$ 36,975.00	\$ 48,875.00	\$ 42,500.00	\$ 106,250.00
949440	HONEYLOCUST TREE (IMPERIAL)	10	Each	\$ 10,000.00	\$ 9,500.00	\$ 20,000.00	\$ 7,700.00
950005	TURF ESTABLISHMENT	2750	SY	\$ 5,500.00	\$ 9,625.00	\$ 27,500.00	\$ 4,537.50
950010	TEMPORARY SEEDING (& SLIT SEEDING)	6800	SY	\$ 39,984.00	\$ 20,400.00	\$ 34,000.00	\$ 9,860.00
952001	SELECTIVE CLEARING AND THINNING	1	LS	\$ 6,000.00	\$ 8,950.00	\$ 5,000.00	\$ 5,600.00
971001A	MAINTENANCE & PROTECTION OF TRAFFIC	1	LS	\$ 4,600.00	\$ 9,915.00	\$ 50,000.00	\$ 2,150.00
975004A	MOBILIZATION AND PROJECT CLOSEOUT	1	LS	\$ 10,000.00	\$ 6,720.00	\$ 16,000.00	\$ 17,000.00
980020	CONSTRUCTION SURVEYING & STAKEOUT	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
974002	REMOVAL OF EXISTING MASONRY	1	LS	\$ 5,600.00	\$ 8,700.00	\$ 3,000.00	\$ 3,000.00
1206023	REMOVAL AND RELOCATION OF EXISTING SIGNS	1	LS	\$ 8,000.00	\$ 12,600.00	\$ 3,000.00	\$ 4,500.00
1208937	SIGN FACE - SHEET ALUMINUM (TYPE NI RETROREFLECTIVE SHEETING)	7	SF	\$ 2,905.00	\$ 840.00	\$ 1,050.00	\$ 630.00
1209114	HOT-APPLIED PAINTED PAVEMENT MARKINGS 12" YELLOW	170	LF	\$ 170.00	\$ 1.70	\$ 1,700.00	\$ 63.00
1209124	HOT-APPLIED PAINTED PAVEMENT MARKINGS 4" WHITE	2500	LF	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 2,250.00
1209131	HOT-APPLIED PAINTED LEGEND, ARROWS AND MARKINGS	270	LF	\$ 270.00	\$ 2.70	\$ 2,700.00	\$ 1,134.00
1211001	REMOVAL OF PAVEMENT MARKINGS	550	SF	\$ 2,502.50	\$ 5.50	\$ 1,650.00	\$ 1,650.00
Total:				\$ 444,994.00	\$ 396,940.90	\$ 595,225.00	\$ 568,760.75
Add ons and Alternates:							
Grand Total:							
				\$444,994.00	\$396,940.90	\$595,225.00	\$568,760.75

Notes:



Contract Staff Summary

Department/Staff Contact	Department of Public Works / Vanessa Valadares 203-854-7902
Common Council Committee	Public Works Committee
Date Approved by Committee	<i>June 4, 2024</i>
Purpose/Scope	Stormwater Management Plan
Vendor (Indicate if new or existing vendor)	CDM Smith
Term of Contract	n/a
Method of Procurement (Indicate if sole source)	n/a
Cost of Contract	n/a
Funding Source/Account Number	
Additional Information/Other Details	Authorizing the Mayor to sign the Stormwater Management Plan in accordance with Section 22a-6 of the Connecticut General Statutes, pursuant to Section 53a-157b.



DRAFT
MAY 2024

Stormwater Management Plan (SMP) - *Draft*



Prepared for: City of Norwalk, CT



**CDM
Smith**



Contents

Acronyms and Abbreviations	i
Introduction	1
SMP Structure.....	1
Area Subject to the Plan	1
SMP Development.....	1
Description of Municipality	2
Impaired Waters.....	2
1.0 Public Education and Outreach	1-1
1.1 Implement Public Education Program.....	1-1
1.2 Address Education and Outreach for Pollutants of Concern	1-2
2.0 Public Involvement and Participation	2-1
2.1 Comply with Public Notice Requirements for the Stormwater Management Plan and Annual Reports	2-1
3.0 Illicit Discharge Detection and Elimination (IDDE)	3-1
3.1 Develop Written IDDE Plan.....	3-1
3.2 Develop List and Map of all MS4 Outfalls and Interconnections in Priority Areas	3-1
3.3 Develop Citizen Reporting Program	3-2
3.4 Establish Legal Authority to Prohibit Illicit Discharges	3-2
3.5 Develop Record Keeping System for IDDE Tracking.....	3-2
3.6 Address IDDE in Areas with Pollutants of Concern	3-3
3.7 Detailed MS4 Infrastructure Mapping.....	3-3
4.0 Construction Site Stormwater Runoff Control.....	4-1
4.1 Implement, Upgrade, and Enforce Land Use Regulations to Meet MS4 General Permit Requirements	4-1
4.2 Develop and Implement Plan for Interdepartmental Coordination of Site Plan Review and Approval	4-2
4.3 Review Site Plans for Stormwater Quality Concerns.....	4-2
4.4 Conduct Site Inspections	4-2
4.5 Implement Procedure to Allow Public Comment on Site Development.....	4-2
4.6 Implement Procedure to Notify Developers about DEEP Construction Stormwater Permit.....	4-3
5.0 Post-construction Stormwater Management in New Development or Redevelopment ..	5-1
5.1 Establish or Update Legal Authority and Guidelines Regarding LID and Runoff Reduction in Site Development Planning	5-1
5.2 Implement Long-term Maintenance Plan for Stormwater Basins and Treatment Structures.....	5-2
5.3 DCIA Mapping.....	5-2

5.4 Address Post-construction Issues in Areas with Pollutants of Concern	5-3
6.0 Pollution Prevention / Good Housekeeping.....	6-1
6.1 Develop and Implement Formal Employee Training Program	6-1
6.2 Implement MS4 Property and Operations Maintenance	6-1
6.2.1 Parks and Open Space.....	6-1
6.2.2 Pet Waste Management	6-2
6.2.3 Waterfowl Management.....	6-2
6.2.4 City of Norwalk Buildings and Facilities	6-2
6.2.5 Vehicles and Equipment	6-3
6.2.6 Leaf Management	6-3
6.3 Implement Coordination with Interconnected MS4s.....	6-3
6.4 Develop and Implement a Program to Control Other Sources of Pollutants to the MS4	6-3
6.5 Evaluate Additional Measures for Discharges to Impaired Waters	6-4
6.6 Track Projects that Disconnect DCIA	6-4
6.7 Develop and Implement an Infrastructure Repair, Rehabilitation, and Retrofit Program.....	6-4
6.8 Develop and Implement Plan to Identify and Prioritize Retrofit Projects.....	6-5
6.9 Develop and Implement Street Sweeping Program.....	6-5
6.10 Develop and Implement Catch Basin Cleaning Program.....	6-6
6.11 Develop and Implement Snow Management Practices	6-7
6.11.1 Deicing Material Management	6-7
6.11.2 Snow and Ice Control Practices.....	6-7
7.0 Outfall Monitoring	7-1
8.0 Plan Amendments	8-1
9.0 Stormwater Management Plan Signatures	9-1
10.0 Stormwater Management Plan Engineering Certification.....	10-1

Figures

Figure 1 Norwalk, CT Location Map	2
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Tables

Table 1 Water Quality Surface Classifications in Norwalk, CT	3
Table 2 Norwalk Impaired Waterbodies	4
Table 1.1 Impairment Education Topics	1-2
Table 1.2 Public Outreach and Education Schedule	1-3
Table 2.1 Public Involvement and Participation Schedule.....	2-1
Table 3.1 Illicit Discharge Detection and Elimination Schedule.....	3-4
Table 4.1 Construction Site Stormwater Management Schedule	4-3
Table 5.1 Post-construction Stormwater Management Schedule.....	5-3
Table 6.1 Pollution Prevention / Good Housekeeping Schedule	6-8

Appendices

Appendix A CT DEEP General Permit for the Discharge of Stormwater from Small MS4s
Appendix B City of Norwalk Impaired Waterbodies Map



Acronyms and Abbreviations

SWMP	Stormwater Management Plan
MEP	Maximum Extent Practicable
DEEP	Department of Energy and Environmental Protection
MS4	Municipal Separate Storm Sewer Systems
EPA	Environmental Protection Agency
NPDES	National Pollutant Discharge Elimination System
BMP	Best Management Practices
DOT	Department of Transportation
DCIA	Directly Connected Impervious Area
IDDE	Illicit Discharge Detection and Elimination
CMMS	Computerized Maintenance Management System
SSO	Sanitary Sewer Overflow
CEAC	Code Enforcement Administration Committee
WPCA	Water Pollution Control Authority
DPW	Department of Public Works
LID	Low Impact Development
R&P	Recreation and Parks
TMDL	Total Maximum Daily Loads



Introduction

This Stormwater Management Plan (SMP) was developed by the City of Norwalk to protect water quality and reduce the discharge of pollutants from the municipality's storm sewer system to the maximum extent practicable (MEP). This SMP addresses the requirements established by the CT Department of Energy and Environmental Protection's (DEEP) General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems (MS4 General Permit). This permit is the local enforcement mechanism of the U.S. Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES) Stormwater Phase II Rule.

SMP Structure

The plan outlines a program of best management practices (BMPs), measurable goals, responsible individuals or departments, and implementation schedules for the following six minimum control measures:

- 1) Public education and outreach
- 2) Public involvement and participation
- 3) Illicit discharge detection and elimination
- 4) Construction site stormwater runoff control
- 5) Post-construction stormwater management in new development and redevelopment
- 6) Pollution prevention/good housekeeping

Appendices to this plan include the CT DEEP General Permit for the Discharge of Stormwater from Small MS4s and a map of the City's impaired waterbodies.

Area Subject to the Plan

The measures identified in this SMP will be applied throughout the boundaries of the City of Norwalk except as otherwise noted and be consistent with the MS4 General Permit requirements. Stormwater discharge from municipally-owned maintenance garages, salt sheds and other facilities subject to the DEEP Industrial Stormwater General Permit will continue to be regulated under the conditions of that permit.

SMP Development

A Stormwater Management Committee led by the Public Works Department (including WPCA, Operations, Recreation & Parks, and Engineering) and including but not limited to representatives from Planning and Zoning, Code Enforcement, Health Department, and Conservation was assembled to coordinate the development and implementation of the SMP. Annual Reporting of the SMP's implementation will be tracked and documented in Annual Reports summarizing stormwater management activities carried out by the City and its partners. These reports will be submitted to DEEP on an annual basis no later than April 1.

Description of Municipality

The operator of the MS4 is the City of Norwalk. The City of Norwalk is a public entity located in the county of Fairfield County, State of Connecticut. The City of Norwalk covers an area of approximately thirty-six square miles, located in Southwestern Connecticut as shown in **Figure 1**.

The Connecticut Department of Transportation (DOT) operates an MS4 on state highways located in the City of Norwalk. This system is regulated under the CT DOT's MS4 permit. Implementation of the BMPs identified in this plan will be coordinated between the City and CT DOT.

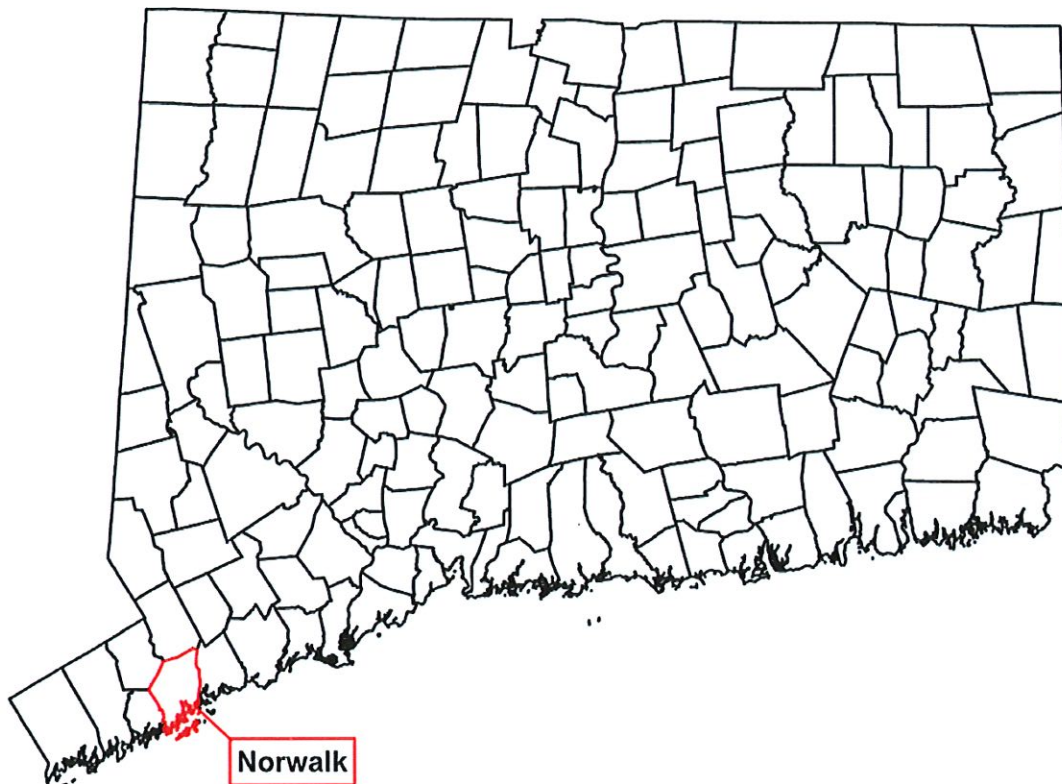


Figure 1 Norwalk, CT Location Map

Impaired Waters

In preparing the SMP, the CT DEEP's Water Quality Standards were reviewed in order to determine the Surface Water Quality Classifications for each watercourse in the City. Certain BMP's address the watersheds containing watercourses designated as "impaired" by the CT DEEP. **Table 1** shows the water quality classification for each watershed. **Table 2** summarizes the water bodies within or that run through the municipality that are listed on the 2022 List of Connecticut Water Bodies not meeting water quality standards and are designated as "impaired."

Table 1 Water Quality Surface Classifications in Norwalk, CT

Drainage Basin Number	Name	Surface Water Quality Classification	Impaired per Water Quality Standards
Five Mile River			
CT7401-00_01	Five Mile River (New Canaan) - 01	B	Yes
CT7401-05_01	Holy Ghost Father's Brook	A	No
CT7401-06_01	Keeler's Brook (Norwalk) - 01	A	Yes
CT7401-07_01	Unnamed Tributary to Keeler's Brook (Norwalk) - 01	A	Yes
CT-W1_014-SB	Inner Five Mile River (mouth), Norwalk	SB	No
CT-W2-015	Five Mile River Estuary, Darien	SA	Yes
Farm Creek			
CT7000-29_01	Unnamed Tributary to Farm Creek LIS (Norwalk) - 01	A	Yes
CT-W2-014	Wilson Cove, Farm Creek, Norwalk	SA	Yes
Norwalk River/Norwalk Harbor			
CT7300-00_01	Norwalk River (Norwalk/Wilton) - 01	B	Yes
CT7302-00_01	Silvermine River (Norwalk) - 01	A	Yes
CT7302-00_02	Silvermine River - 02	A	No
CT7302-13_01	Belden Hill Brook (Wilton) - 01	A	No
CT-W1-012-SB	Inner Norwalk Harbor, Norwalk	SB	Yes
CT-W1_013-SB	Norwalk Harbor (Marvin Beach)	SB	Yes
CT-W2-012	Outer Norwalk Harbor (East), Norwalk	SA	Yes
CT-W2-013	Outer Norwalk Harbor (West), Norwalk	SA	Yes
Norwalk Islands			
CT-W3_008-1	Norwalk Islands, Norwalk	SA	Yes
Indian River			
CT7000-22_02	Indian River (Westport) - 02	A	Yes
Canfield Island			
CT-W2_011	Canfield Island, Westport	SA	Yes

Table 2 Norwalk Impaired Waterbodies

Waterbody ID	Water Segment Description	Water Segment Length (miles)	Impaired Use	Pollutant	Cause/Potential Source
Five Mile River					
Five Mile River (CT7401-00_01)	INLET Jacob Pond (DS Amtrack crossing and Carolyn Court crossing), Norwalk/Darien town border, US to Old Norwalk Road crossing (0.2 Mi DS POTW), New Canaan.	5.62	Recreation, Habitat for Fish, Other Aquatic Life and Wildlife	Bacteria, Other pollutant of concern, Phosphorus	Escherichia coli, Cause Unknown, Phosphorus Total
Keeler's Brook (CT7401-06_01)	Mouth Fivemile River Darien/Norwalk town line, just DS Rowayton Avenue crossing (Woodchuck Lane intersection) US to unnamed tributary, .3 miles US Flax Hill Road crossing and just DS I95, Norwalk.	1.08	Recreation	Bacteria	Escherichia coli
Unnamed Tributary to Keeler's Brook (CT7401-07_01)	Mouth Keelers Brook .3 miles US Flax Hill Road crossing and just DS I95, US to OUTLET Scribner Pond just US Gillys Lane crossing, Norwalk.	1.03	Recreation	Bacteria	Escherichia coli
Five Mile River Estuary, Darien (CT-W2_015)	See Map for Boundaries. Western portion of LIS from Fish Islands to Norton Point (includes Bell Island Beach, Fish Islands, Contentment Island, Butlers Island, Fivemile River mouth, Roton Point) out approximately 1000 ft offshore, Darien.	0.342 sq miles	Shellfish Harvest	Bacteria	Fecal Coliform
Farm Creek					
Unnamed Tributary to Farm Creek LIS (CT7000-29_01)	Mouth Farm River (LIS) DS Route 136 crossing, US to HW at unnamed pond US Roton Middle School and RR crossing, Norwalk.	1.07	Recreation	Bacteria	Escherichia coli
Wilson Cove, Farm Creek, Norwalk (CT-W2-014)	See Map for Boundaries. Western portion of LIS from Norton Point to just west of Hoyt Island (includes Rowayton Beach, Bell Island, Wilson Point) out approximately 1000 ft offshore, Norwalk.	0.424 sq miles	Shellfish Harvest	Bacteria	Fecal Coliform

Waterbody ID	Water Segment Description	Water Segment Length (miles)	Impaired Use	Pollutant	Cause/Potential Source
Norwalk River/Norwalk Harbor					
Norwalk River-01 (CT7300-00_01)	Wall Street (Commerce Street) crossing (head of estuary/ saltwater limit), Norwalk, US to confluence Bryant Brook (DS Wolfpit Road crossing), Wilton. (Segment includes Winnipauk Mill Pond, Deering Pond)	5.63	Recreation, Habitat for Fish, Other Aquatic Life and Wildlife	Bacteria, Other pollutant of concern	Escherichia coli, Cause Unknown
Silvermine River-01 (CT7302-00_01)	Mouth Norwalk River (northwest INLET Deering Pond portion of river), US to Merritt Parkway (Route 15) crossing, Norwalk. (Segment includes Davis Pond).	0.98	Recreation	Bacteria	Escherichia coli
Inner Norwalk Harbor (CT-W1_012-SB)	See Map for Boundaries. Western portion of LIS, Inner Estuary, from SA/SB water quality line at mouth of Norwalk Harbor (Calf Pasture Point), US to saltwater limit at Wall Street Crossing (EXCLUDES eastern cove of Marvin Beach), Norwalk.	0.942 Sq miles	Shellfishing, Habitat for Marine Fish, Other Aquatic Life and Wildlife, Recreation	Bacteria, Nitrogen and Phosphorus, Mercury	Fecal Coliform, Dissolved Oxygen, Mercury, Nitrogen Total, Nutrients, Enterococcus
Norwalk Harbor (Marvin Beach), Norwalk (CT-W1_013-SB)	See Map for Boundaries. Western portion of LIS, Inner Estuary, eastern embayment of Norwalk Harbor, from Gregory Point to Fitch Point into shore (includes Marvin Beach), Norwalk.	0.044 Sq Miles	Recreation, Shellfish Harvest, Habitat for Marine Fish, Other Aquatic Life and Wildlife	Bacteria, Nitrogen and Phosphorus	Enterococcus, Fecal Coliform, Dissolved Oxygen, Nitrogen Total, Nutrients
Outer Norwalk Harbor, East (CT-W2_012)	See Map for Boundaries. Western portion of LIS from midpoint of outer Norwalk Harbor to just west of Canfield Island area (includes Calf Pasture Beach, Shady Beach, Calf Pasture Point) out approximately 1000 ft offshore, Norwalk.	0.258 Sq miles	Shellfish Harvest, Habitat for Marine Fish, Other Aquatic Life and Wildlife	Bacteria, Nitrogen and Phosphorus	Fecal Coliform, Dissolved Oxygen, Nitrogen Total, Nutrients
Outer Norwalk Harbor, West (CT-W2_013)	See Map for Boundaries. Western portion of LIS from just west of Hoyt Island to midpoint of outer Norwalk Harbor (includes Hickory Bluff	0.365 Sq miles	Shellfish Harvest, Habitat for Marine Fish, Other Aquatic Life and Wildlife	Bacteria, Nitrogen and Phosphorus	Fecal Coliform, Dissolved Oxygen,

Waterbody ID	Water Segment Description	Water Segment Length (miles)	Impaired Use	Pollutant	Cause/Potential Source
	Beach, Hoyt Island, Keyser Point) out approximately 1000 ft offshore, Norwalk.				Nitrogen Total, Nutrients
Norwalk Islands					
Norwalk Islands (CT-W3_008-1)	See Map for Boundaries. Western portion of LIS, Inner Estuary, from SA/SB water quality line at mouth of Norwalk Harbor (Calf Pasture Point), US to saltwater limit at Wall Street Crossing (EXCLUDES eastern cove of Marvin Beach), Norwalk.	0.942 Sq miles	Shellfishing, Habitat for Marine Fish, Other Aquatic Life and Wildlife, Recreation	Bacteria, Nitrogen and Phosphorus, Mercury	Fecal Coliform, Dissolved Oxygen, Mercury, Nitrogen Total, Nutrients, Enterococcus
Indian River					
Indian River (CT7000-22_02)	95 crossing, Westport, US to HW (river portions in concrete channels and pipes), Norwalk. (Segment made from site map, actual hydro must be mapped to confirm underground portions).	0.94	Recreation	Bacteria	Escherichia coli
Canfield Island					
Canfield Island, Westport (CT-W2_011)	See Map for Boundaries. Western portion of LIS from just west of Canfield Island to Saugatuck Shores area (includes Canfield Island, Saugatuck Shores, Seymour Point) out approximately 1000 ft offshore, Westport.	0.43 Sq miles	Shellfish Harvest	Bacteria	Fecal Coliform

The surface water classifications currently assigned to City watercourses are defined below.

Class A

Surface water is known or presumed to meet Water Quality Criteria which support designated uses, which may include potential drinking water supply; fish and wildlife habitat; recreational use; agricultural, industrial supply and other legitimate uses, including navigation.

Class B

Surface water is known or presumed to meet Water Quality Criteria which support designated uses, which may include fish and wildlife habitat; recreational use; agricultural, industrial supply and other legitimate uses, including navigation.

Class SA

Coastal and marine surface water is known or presumed to meet Water Quality Criteria which support designated uses, which may include marine fish, shellfish and wildlife habitat, shellfish harvesting for direct human consumption, recreation and all other legitimate uses including navigation.

Class SB

Coastal and marine surface water is known or presumed to meet Water Quality Criteria which support designated uses, which may include marine fish, shellfish and wildlife habitat, shellfish harvesting for transfer to approved areas for purification prior to human consumption, recreation, industrial and other legitimate uses including navigation.

Based on the DEEP Surface Water Quality Classifications, the priority impaired waters identified in Table 1 that should take the highest priority in the City's efforts to address stormwater impacts. These include Five Mile River, the unnamed tributary to Farm Creek, Norwalk River, Norwalk Inner Harbor, Norwalk Outer Harbor (West and East), and Belden Hill Brook. This was taken into consideration as the BMPs were developed.

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1.0 Public Education and Outreach

This minimum control measure outlines a program to communicate common sources of stormwater pollution and the impacts of polluted stormwater to the public. This will be done through distributing educational materials to the community and conducting outreach activities. The following BMPs and implementation schedule serve as City of Norwalk's MS4 Public Education Program.

The goals of the program are as follows:

- Raise public awareness that polluted stormwater runoff is the most significant source of water quality problems;
- Motivate residents to use BMPs that reduce polluted stormwater runoff; and
- Reduce polluted stormwater runoff in the City as a result of increased awareness and utilization of BMPs.

1.1 Implement Public Education Program

The City, through its Department of Public Works, Conservation Office, Health Department, Planning & Zoning Department and Norwalk Harbor Commission, has developed a public education program and continues to implement ongoing public education outreach programs on stormwater impacts using a variety of approaches. The City will continue to collect and distribute stormwater educational materials that, at a minimum, address the impacts of the following on water quality: pet waste, impervious cover, application of fertilizers, pesticides, and herbicides, and illicit discharges and improper disposal of wastes into the MS4.

The City Public Works Department maintains a website with information about stormwater management (including copies of the City's Stormwater Management Plan and Annual Reports) <https://www.norwalkct.gov/1734/Stormwater-Management>. This website includes education brochures and factsheets as well as a link to UConn NEMO's comprehensive online library of stormwater educational material. The City will also provide materials in a printed format to be on display in public locations within City Hall and a public library.

Examples of the education information available on the Public Works Website includes:

- "After the Storm" - Citizens Guide to Understanding Stormwater by EPA
- "The Solution to Pollution" – A homeowner's guide to health habits for clean water by EPA
- "When It Rains, It Drains" – Understanding Stormwater and How It Can Affect Your money, Safety, Health, and the Environment by the PADEP
- Fact Sheet: City of Norwalk Water Quality and Stormwater Summary – CTDEEP
- Fact Sheet: MS4 General Permit - CTDEEP

The Norwalk Conservation Office also continues to improve its website to provide information about stormwater impacts: <http://www.norwalkct.org/index.aspx?NID=572>. This webpage includes information regarding the following topics:

- Stormdrains: On the Pathway to the Sound
- Guide to O&M of your On-Site Septic Systems
- Education of residents on the significance of wetland plantings and buffers.
- Information on invasive plant species to help identify, avoid and/or eradicate
- Pet waste management

The City also coordinates and partner with many local organizations, including but not limited to; the Five Mile River Action Group, East Norwalk Blue, Inc., Harbor Watch, and the Norwalk Maritime Aquarium.

Public Works Department and Conservation Office will continue to update their websites, and additional targeted outreach efforts will be completed by the Department of Public Works and the Conservation Office to educate K-12 students, agricultural operators, commercial businesses, developers, and homeowners on aspects of stormwater management.

The City will continue coordinate with partner organizations to ensure that all required topics listed in this plan are covered and tracked on an annual basis.

1.2 Address Education and Outreach for Pollutants of Concern

The City will distribute information on common sources of phosphorus, nitrogen, bacteria, and mercury pollution and how to prevent or reduce the amount reaching the MS4 and discharging into waterways.

Table 1.1 below shows additional topics to be covered to address the phosphorus, nitrogen, bacteria, and mercury impairments that exist in the City.

Table 1.1 Impairment Education Topics

Phosphorus	Nitrogen	Bacteria	Mercury
Septic systems	Septic systems	Septic systems	Thermometers
Fertilizer use	Fertilizer use	Sanitary cross connections	Thermostats
Grass clippings and leaves management	Grass clippings and leaves management	Waterfowl	Fluorescent lights
Detergent use	Discharge of sediment (to which Nitrogen binds) from Construction sites	Pet waste	Button cell batteries
Discharge of sediment (to which Phosphorus binds) from Construction sites	Other erosive surfaces	Manure piles associated with livestock and horses	
Other erosive surfaces			

Table 1.2 Public Outreach and Education Schedule

BMP	Lead department / individual	Implementation Status	Measurable goal
Implement public education program	Public Works Department, Conservation Office, and Partner Organizations	Ongoing, started July 2017	Annual update of websites, continue public outreach activities.
Address education/outreach for pollutants of concern	Public Works Department, Conservation Office, and Partner Organizations	Ongoing, started July 2017	Continue to supplement available educational materials with information on pollutants of concern with annual website updates.

2.0 Public Involvement and Participation

This minimum control measure identifies the process for public involvement and participation in the City's stormwater management efforts.

The goals of this program are as follows:

- Involve the community in planning and implementing the City's stormwater management activities; and
- Provide a minimum 30 day notice to the public for this plan and annual reports.

2.1 Comply with Public Notice Requirements for the Stormwater Management Plan and Annual Reports

The City will publish a public notice on its Stormwater Management website (<https://www.norwalkct.gov/1734/Stormwater-Management>). The notice will provide a contact name, phone number, address, and email to whom the public can send comments. Additionally, this plan and the annual reports will be publicly accessible on the web <https://www.norwalkct.gov/1734/Stormwater-Management> and available for public inspection during regular business hours at the Public Works Department office. The public notice will allow for a 30-day comment period, at a minimum.

Table 2.1 Public Involvement and Participation Schedule

BMP	Lead department / individual	Implementation Status	Measurable goal
Comply with public notice requirements for the SMP and Annual Reports	Public Works Department	Ongoing, started July 2017	Continue to provide public notice and a 30-day comment period for the SWMP and all future annual reports.



3.0 Illicit Discharge Detection and Elimination (IDDE)

This minimum control measure outlines a program to detect and eliminate current illicit discharges to the MS4 and prevent further illicit discharges in the future. All activities for this measure will be completed in City's priority areas (urbanized area, catchment areas with directly connected impervious area (DCIA) > 11%, and outfalls that discharge to impaired waters). The City of Norwalk is 100% urbanized area as designated by the U.S. Census. All watershed basins are greater than 11% impervious area, with the exception of three small basins (approx. 48 acres) which fall primarily within City park areas. The City can be considered nearly 100% priority area for IDDE program implementation.

The goal of this program is as follows:

- Find the source of any illicit discharges; eliminate those illicit discharges; and ensure ongoing screening and tracking to prevent and eliminate future illicit discharges.

3.1 Develop Written IDDE Plan

The City will develop a written IDDE plan to detect, locate and eliminate illicit discharges (to the maximum extent practicable) from the MS4 within City's priority areas. The IDDE plan will provide enforceable legal authority to eliminate illicit discharges, assign responsibilities, and develop a citizen reporting program. The plan will also outline the outfall screening and IDDE protocols consistent with Appendix B of the MS4 General Permit to identify, prioritize, and investigate MS4 catchments for suspected illicit discharge of pollutants. Also, the IDDE plan will outline follow-up screening and illicit discharge prevention procedures.

The City is currently working to establish a written IDDE plan with an expected completion date of March 2024, but has been completing IDDE identification and removals for many years.

3.2 Develop List and Map of all MS4 Outfalls and Interconnections in Priority Areas

The City will complete a database of all stormwater outfalls from a pipe or conduit located within and owned or operated by the municipality and all interconnections with other MS4s. Each entry will include:

- a) Type, material, size, shape and location (identified with a latitude and longitude) of conveyance, outfall or channelized flow (e.g. 24" concrete pipe);
- b) the name, water body ID and Surface Water Quality Classification of the immediate surface waterbody or wetland to which the stormwater runoff discharges;
- c) if the outfall does not discharge directly to a named waterbody, the name and water body ID of the nearest named waterbody to which the outfall eventually discharges;
- d) the name of the watershed, including the subregional drainage basin number (available from CT ECO at www.cteco.uconn.edu) in which the discharge is located;

- e) date of most recent inspection of the outfall, the condition, and any indicators of potential non-stormwater discharges as of most recent inspection;

The database will be exported into excel format for annual reports.

The City is currently mapping their conduits and stormwater discharges throughout their MS4 area.

3.3 Develop Citizen Reporting Program

The City has established a system to allow for citizen reporting which includes options for reporting an issue via mobile app, email (customerservice@norwalkct.gov), or phone (203-854-3200). The reporting system is described on the City website (<https://www.norwalkct.gov/1526/Click-Request>) and allows citizens to submit service requests, complaints, and concerns to the City. These reports are fed into the City's Computerized Maintenance Management System (CMMS) and relayed to the appropriate City Department.

The City affirmatively investigates and eliminates any illicit discharges for which a time and location of discharge are provided. The City will promptly inspect the reported outfall or manhole and proceed according to the requirements of the written IDDE program. All citizen reports and responses will be included in the City's annual report.

3.4 Establish Legal Authority to Prohibit Illicit Discharges

The City has established the necessary and enforceable legal authority to eliminate illicit discharges. The authority:

- a) Prohibits illicit discharges to its storm sewer system and require removal of such discharges consistent with the deadlines outlined in the MS4 general;
- b) authorizes the investigation of suspected illicit discharges and elimination of illicit discharge, including from properties not owned or controlled by the MS4 that discharge to the MS4;
- c) controls the discharge of spills and prohibit the dumping or disposal of materials including, but not limited to, residential, industrial and commercial wastes, trash, used motor vehicle fluids, pesticides, fertilizers, food preparation waste, leaf litter, grass clippings, and animal wastes into its MS4;
- d) authorizes appropriate enforcement procedures and actions; and
- e) authorizes fines or penalties and/or recoup costs incurred by the permittee from anyone creating an illicit discharge or spilling or dumping.

In 2010 the City established the legal authority to eliminate discharges with the adoption of Chapter 93 "Stormwater, Illicit Discharges and Connections" of the Code of the City of Norwalk. The City will update the ordinance for full compliance with the MS4 permit.

3.5 Develop Record Keeping System for IDDE Tracking

The City currently tracks IDDE issues and SSOs through the City's maintenance management system. The City will keep a record of illicit discharge abatement activities including location (including latitude and longitude or address), description, date(s) of inspection, sampling data (if applicable), action(s) taken, date of removal or repair and responsible party.

In addition, the City will develop and maintain an Sanitary Sewer Overflow (SSO) inventory that records the location, date and time of occurrence, estimated volume of discharge, a description of known or suspected cause, and details about mitigating measures including dates of implementation.

This inventory will also:

- include all known SSOs to their MS4 since December 2021;
- continue to be updated to track future SSOs; and
- be included in Annual Reports.

3.6 Address IDDE in Areas with Pollutants of Concern

The City will identify which areas are most likely to contribute nitrogen, phosphorus, and bacteria to the MS4. This assessment will consider historic on-site sanitary system failures, proximity to bacterial impaired waters, low infiltrative soils, and shallow groundwater. Any areas determined to have a high potential for septic system failure will be reported to the Health Department for corrective action.

3.7 Detailed MS4 Infrastructure Mapping

The City will continue to develop and revise a detailed map of the MS4 to include:

- Components of the MS4 within priority areas:
 - Outfalls & receiving waters;
 - Pipes, open channel conveyances, catch basins, manholes;
 - Interconnections with other MS4s and other storm sewer systems;
 - Municipally-owned stormwater treatment structures (e.g. detention & retention ponds, infiltration systems, bioretention areas, water quality swales, gross particle separators, oil/water separators, or other systems);
 - Catchment delineations for each outfall;
 - Impaired water bodies identified by name and use impairment as defined by the most recent integrated water quality report;
 - Municipal sanitary sewer system (if available); and
 - Municipal combined sewer system (if applicable).

The City will update the mapping as new information becomes available and will report on the progress of the development of this map in the annual report.

Table 3.1 Illicit Discharge Detection and Elimination Schedule

BMP	Lead department / individual	Implementation Status	Measurable goal
Develop written IDDE program	Public Works Department, Health Department	March 2024	Complete written plan for IDDE program, including procedures and prioritization of areas
Develop list and maps of all MS4 stormwater outfalls in priority areas	Public Works Department	July 2025	Complete attribute mapping to determine which outfalls are in priority areas.
Develop citizen reporting program	Public Works Department, Health Department, Customer Service	Ongoing, started July 2017	Complete annual review of citizen reporting system and make improvements as necessary.
Establish legal authority to prohibit illicit discharges	Public Works Department, Health Department	March 2025	Continue enforcement and complete annual review to determine if any additional authority is required.
Develop record keeping system for IDDE tracking	Public Works Department, Health Department	Ongoing, started July 2017	Complete annual review of IDDE tracking system in CMMS and make improvements as necessary.
Address IDDE in areas with pollutants of concern	Public Works Department, Health Department	July 2028	Begin IDDE investigations in priority areas following completion of mapping.
Detailed MS4 infrastructure mapping	Public Works Department	Started July 2017, anticipated completion July 2026	Complete initial MS4 system mapping and continue to make improvements over time.
Complete list and maps of all MS4 stormwater outfalls throughout municipality	Public Works Department	Started July 2017, anticipated completion July 2025	Complete initial MS4 system mapping and continue to make improvements over time.



4.0 Construction Site Stormwater Runoff Control

This minimum control measure outlines procedures for minimizing polluted stormwater runoff from activities that disturb one or more acres of land. In the City, this is determined on a site-by-site basis.

The goal of this program is to:

- Minimize polluted stormwater runoff from construction sites and prevent it from carrying sediment into waterways via MS4 infrastructure.

4.1 Implement, Upgrade, and Enforce Land Use Regulations to Meet MS4 General Permit Requirements

The City will revise its land use regulations to establish the legal authority to control stormwater runoff from construction sites by requiring:

- a) developers, construction site operators, or contractors to maintain consistency with the Guidelines for Soil Erosion and Sedimentation Control, as amended, the Connecticut Stormwater Quality Manual, and all stormwater discharge permits issued by the DEEP within the municipal or institutional boundary pursuant to CGS 22a-430 and 22a-430b;
- b) the implementation of additional measures to protect/improve water quality (in addition to the above requirements) as deemed necessary by the City;
- c) authorization from the City to carry out all inspection, surveillance, and monitoring procedures necessary to determine compliance with municipal regulations, ordinances or programs or institutional requirements related to the management of City's MS4. Inspections shall be conducted, where allowed, to inventory the number of privately-owned retention ponds, detention ponds and other stormwater basins that discharge to or receive drainage from the permittee's MS4;
- d) the owner of a site seeking development approval from City to provide and comply with a long term maintenance plan and schedule to ensure the performance and pollutant removal efficiency of privately-owned retention ponds, detention ponds and other stormwater basins that discharge to or receive discharge from City's MS4 including short-term and long-term inspection and maintenance measures to be implemented by the private owner; and
- e) regulation from the City, through interagency or inter-jurisdictional agreements, over the contribution of pollutants between the permittee's MS4 and MS4s owned or operated by others.

In addition, please note the following:

- f) Recent zoning regulation amendments incentivize projects to incorporate low impact development techniques like green roofs, rain gardens and other collection means to reduce the amount of runoff into storm drains.

- g) Planning & Zoning is currently revising the entirety of the City's zoning regulations which will include regulations regarding maximum impervious surface permitted and green infrastructure/sustainability requirements.

4.2 Develop and Implement Plan for Interdepartmental Coordination of Site Plan Review and Approval

The City's plan to coordinate the functions of all the departments and boards involved in the review, permitting, or approval of land disturbance projects is as follows:

The City will continue to have the coordinated review and oversight of the City's land use departments on all projects involving land disturbance. The City holds preapplication, Code Enforcement Administration Committee (CEAC) meetings with land use staff from the Building, Public Works, Water Pollution Control Authority (WPCA), Engineering, Planning & Zoning, Conservation, and Health Departments, to guide designers and developers to initiate incorporate LID and stormwater management in the pre-application process. The City will continue to bring awareness to lay boards and commissions on stormwater management practices to mitigate stormwater runoff and incorporate low impact development on large or sensitive projects that fall outside of normal regulatory boundaries. The recently adopted 2019-2029 Plan of Conservation & Development encourages the implementation of low impact development in both future public and private developments.

4.3 Review Site Plans for Stormwater Quality Concerns

The City will conduct site plan reviews that incorporate consideration of stormwater controls or management practices to prevent or minimize impacts to water quality on sites with soil disturbance of one acre or more. The City will also conduct site inspections to assess the adequacy of the installation, maintenance, operation, and repair of construction and post construction control measures and take enforcement action when necessary.

4.4 Conduct Site Inspections

The City will perform construction site inspections and take enforcement actions if necessary to ensure the adequacy of the installation, maintenance, operation, and repair of all construction and post-construction runoff control measures.

City staff from the Planning & Zoning Department, Code Enforcement Office, Conservation Office, and Department of Public Works conduct site inspections to assess the adequacy of the installation, maintenance, operation, and repair of construction and post-construction control measures. Depending on the circumstance, each of these departments has authority of enforcement.

4.5 Implement Procedure to Allow Public Comment on Site Development

The City's procedure for public involvement in proposed and ongoing development and land disturbance activities is as follows:

The public is invited and encouraged to comment in the consideration of proposed and ongoing development and land disturbance activities. The Planning and Zoning maintains their webpage with ongoing project information, pending applications, P&Z Commission meeting information and minutes, as well as an online complaint form.

The existing procedure for public involvement during the review of proposed activities includes regular public hearings at which time public input is sought and encouraged. For on-going activities, the public has opportunity to log a complaint or comment to either the Customer Service Division of Public Works, the Planning & Zoning Department, or the Conservation Office.

4.6 Implement Procedure to Notify Developers about DEEP Construction Stormwater Permit

The City will notify developers and contractors of their potential obligation to obtain authorization under DEEP's General Permit for the Discharge of Stormwater and Dewatering Wastewaters Associated with Construction Activities (construction general permit) if their project disturbs more than 1 acre of land and results in a point source discharge to Connecticut surface waters directly or through the City's MS4. The City will also require a copy of the Storm Water Pollution Control Plan be made available to on request. The procedure to notify developers of the construction general permit is as follows:

The Planning & Zoning Department will add specific notification language on their land use application forms to alert developers or contractors of their potential obligation to obtain authorization under DEEP's General Permit for the Discharge of Stormwater and Dewatering Wastewaters Associated with Construction Activities (construction general permit) if their project disturbs more than one (1) acre of land and results in a point source discharge to Connecticut surface waters directly or through the City's MS4. The contractor is required at all times to conduct his operations in conformity with all Federal and State permit requirements concerning water, air, noise pollution and the disposal of contaminated, or hazardous materials. The City will also require a copy of the Storm Water Pollution Control Plan be made available upon request.

The contractor is required at all times to conduct his operations in conformity with all Federal and State permit requirements concerning water, air, noise pollution and the disposal of contaminated, or hazardous materials.

Table 4.1 Construction Site Stormwater Management Schedule

BMP	Lead department / individual	Implementation Status	Measurable goal
Implement, upgrade, and enforce land use regulations or other legal authority to meet MS4 permit requirements	Planning and Zoning, Engineering, and Conservation	Ongoing, started July 2017	Continue to review requirements and update as necessary.
Develop/implement plan for interdepartmental coordination in site plan review and approval	Planning and Zoning	Ongoing, started July 2017	Continue CEAC review meetings.
Review site plans for stormwater quality concerns	Engineering	Ongoing, started July 2017	Continue site plan reviews.

BMP	Lead department / individual	Implementation Status	Measurable goal
Conduct site inspections	Planning and Zoning, Code Enforcement, Conservation, Department of Public Works (DPW)	Ongoing, started July 2017	Continue inspection and enforcement.
Implement procedure to allow public comment on site development	Planning and Zoning	Ongoing, started July 2017	Continue public comment procedures.
Implement procedure to notify developers about DEEP construction stormwater permit	Planning and Zoning and Engineering	Ongoing, started July 2017	Updated applications with language reflective of MS4. Continue annual review.

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5.0 Post-construction Stormwater Management in New Development or Redevelopment

This minimum control measure outlines the City's program to address stormwater runoff from new or re-development projects that disturb one or more acres of land.

The goal of this program is to:

- Mitigate the long-term impacts of new and re-development projects on water quality through proper use of low impact development and runoff reduction practices.

5.1 Establish or Update Legal Authority and Guidelines Regarding LID and Runoff Reduction in Site Development Planning

The City will establish or update existing the legal authority by ordinance, bylaw, regulation, standard condition of approval, or other means to require, to the MEP, developers and contractors seeking the City's approval to consider the use of low impact development (LID) and runoff reduction site planning and development practices that meet or exceed those LID and runoff reduction practices in the CT Stormwater Quality Manual prior to other stormwater management practices allowed in City's land use regulations, guidance or construction project requirements.

This legal authority will include the following standards:

- 1) for redevelopment of sites that are currently developed with DCIA of forty percent or more, the project must retain on-site half the water quality volume for the site, or
- 2) for new development and redevelopment of sites with less than forty percent DCIA, retain the water quality volume for the site, or
- 3) if those retention standards cannot be met, the developer will be required to provide a report indicating why the standard could not be met and a mitigation project on another property or pay a fee to fund a DCIA retrofit.

In developing this legal authority, The City will consider the following watershed protection elements to manage the impacts of stormwater on receiving waters:

- 1) When possible, minimize the amount of impervious surfaces (roads, parking lots, roofs, etc.) within each municipality by minimizing the creation, extension, and widening of parking lots, roads, and associated development and encourage the use of Low Impact Development or green infrastructure practices.
- 2) Preserve, protect, create and restore ecologically sensitive areas that provide water quality benefits and serve critical watershed functions. These areas may include, but are not limited to; riparian corridors, headwaters, floodplains and wetlands.

- 3) Implement stormwater management practices that prevent or reduce thermal impacts to streams, including requiring vegetated buffers along waterways, and disconnecting discharges to surface waters from impervious surfaces such as parking lots.
- 4) Seek to avoid or prevent hydromodification of streams and other water bodies caused by development, including roads, highways, and bridges.
- 5) Implement standards to protect trees, and other vegetation with important evapotranspirative qualities.
- 6) Implement policies to protect native soils, prevent topsoil stripping, and prevent compaction of soils.
- 7) Coordinate with state or local health officials to ensure no interference with performance of on-site septic systems.

In addition, City will review its current regulations - site planning requirements, zoning regulations, street design regulations, and infrastructure specifications with minimum size criteria for impervious cover (roads, parking lots, etc.) to identify and, where appropriate, reduce or eliminate existing regulatory barriers to implementation of LID and runoff reduction practices to the MEP.

The City adopted a revised Drainage Manual that established stormwater management standards that require that applicants for development/redevelopment within the City consider the use of LID and provide runoff reduction. The Drainage Manual went into effect June 1, 2017. The Drainage Manual is available at City Hall Land Use offices and at <http://norwalkct.org/DocumentCenter/View/11484>.

In addition to the specific standards and authority laid out in the 2017 Drainage Manual, the City is reviewing its current regulations – including site planning requirements, zoning regulations, street design regulations, and infrastructure specifications with minimum size criteria for impervious cover to identify and, where appropriate, reduce or eliminate existing regulatory barriers to implementation of LID to the maximum extent practicable.

5.2 Implement Long-term Maintenance Plan for Stormwater Basins and Treatment Structures

The City will develop a maintenance plan for retention / detention ponds and stormwater treatment structures that it owns or over which it holds an easement or other authority and that are located in the City's priority areas to ensure their long-term effectiveness. This plan will require an annual inspection of those retention / detention ponds and stormwater treatment structures and removal of accumulated sediment and pollutants in excess of 50% design capacity.

5.3 DCIA Mapping

The City will follow guidance provided by DEEP and UConn Center for Land Use Education and Research (CLEAR) to calculate the DCIA that contributes stormwater runoff to each of its MS4 outfalls. Progress on this task will be documented in each Annual Report until completion.

5.4 Address Post-construction Issues in Areas with Pollutants of Concern

For areas contributing to waters where **Nitrogen, Phosphorus or Bacteria** is a Stormwater Pollutant of Concern and erosion or sedimentation problems are found during the annual inspections conducted under the long-term maintenance plan described in BMP 5.2, The City will prioritize those areas for the DCIA retrofit program under minimum control measure 6 – Pollution Prevention/Good Housekeeping.

Table 5.1 Post-construction Stormwater Management Schedule

BMP	Lead department / individual	Implementation Status	Measurable goal
Establish or update legal authority and guidelines regarding LID and runoff reduction in site development planning	Planning and Zoning, Engineering	Ongoing, started July 2017	Continue to review requirements and update as necessary.
Enforce LID/runoff reduction requirements for development and redevelopment projects	Planning and Zoning, Engineering, Conservation, Code Enforcement	Ongoing, started July 2017	Continue to enforce existing drainage manual and update with additional requirements as necessary.
Implement long-term maintenance plan for stormwater basins and treatment structures	Public Works Department	July 2025	Implement an inspection and maintenance program for City owned structures.
Complete DCIA mapping	Department of Public Works, IT Department	July 2026	Map and calculate existing DCIA. Continue to report this metric annually.
Address post-construction issues in areas with pollutants of concern	Planning and Zoning, Conservation, Engineering, Code Enforcement, Health Department	July 2025	Identify priority areas and develop inspection program.



6.0 Pollution Prevention / Good Housekeeping

This minimum control measure outlines a program to mitigate the impact of City operations and maintenance on City owned and/or operated properties and the MS4 itself to water quality.

The goal of this program is to:

- Prevent or reduce pollutant runoff as a result of municipal operations.

The City will implement an operations and maintenance program to prevent or reduce pollutant runoff from City facilities and protect water quality.

6.1 Develop and Implement Formal Employee Training Program

The City will continue its MS4 training program for City employees to increase awareness of water quality issues. Training will include:

- Standard operating procedures consistent with the MS4 general permit;
- General goals and objectives of this Stormwater Management Plan;
- Identification and reporting of illicit discharges and improper disposal; and
- Spill response protocols and responsibilities.

These trainings may also include regional or statewide trainings coordinated by UConn CLEAR or others.

Annually, the WPCA staff organizes a tour of the Copps Island Oyster facility to educate its employees of the importance of clean water and how important their jobs are by maintaining the stormwater and sanitary sewer collection system. The tour consists of both a walking and boat cruise to obtain an overall understanding of oyster farming, harvesting, and processing. Operations Division of Public Works, sanitary sewer collection crews, consultants, and other City staff members participate in this event as part of the education. At times, Harbor Watch and the Department of Agriculture Bureau of Aquaculture participate as well.

The waste programs manager is responsible for stormwater education/training of employees at the Public Works Center and is reviewing /preparing items. Also, existing plans, permits, brochures and fact sheets are reviewed with staff.

6.2 Implement MS4 Property and Operations Maintenance

City-owned or -operated properties, parks, and other facilities that are owned, operated, or otherwise the legal responsibility of the City will be maintained so as to minimize the discharge of pollutants to its MS4. Such maintenance will include, but not be limited to:

6.2.1 Parks and Open Space

The City utilizes an organic land management strategy without the use of pesticides and fertilizers that is defined in Chapter 77A of the City Code. The City allows integrated pest management techniques for limited use on applicable properties. The City has established an interdepartmental pest management

team (IPMT) to evaluate proposed applications of fertilizers and pesticides. No restricted product can be applied to any City owned property without the approval of the IPMT. The application to the IPMT must include a pest management plan and a product is only approved for a limited time use. This process is defined further in Chapter 77A of the City Code.

Additionally at City Properties, Recreation and Parks (R&P) mulches all grass clippings and provides 95-gallon garbage totes, with functional lids, which are emptied multiple times a week.

6.2.2 Pet Waste Management

The City will identify locations where inappropriate pet waste management practices are immediately apparent and pose a threat to receiving water quality due to proximity and potential for direct conveyance of waste to its storm system and waters. In such areas, the City will, implement targeted management efforts such as public education and enforcement (e.g. increased patrol for violators).

In City-owned recreational areas where dog walking is allowed, the City will install educational signage, pet waste baggies, and disposal receptacles (or require carry-out).

The City will document its efforts in its annual reports. The City will consider including information regarding the scope and extent of its education, compliance, and enforcement efforts (including the number of violations pursued and fines levied or other enforcement taken).

Currently, pets are only allowed at Taylor Farm and portions of Cranbury Park sites managed by R&P. Both sites have doggie bag stations maintained by volunteers. The waste receptacles are emptied several times a week. "Curb your dog" signage is also prevalent on these sites. Current staffing levels does not allow for enforcement through R&P, but rely on the Police Department for enforcement.

6.2.3 Waterfowl Management

The City will identify lands where waterfowl congregate and feeding by the public occurs.

To raise awareness regarding the water quality impacts, The City will install signage or use other targeted techniques to educate the public about the detrimental impacts of feeding waterfowl (including the resulting feces deposition) and discourage such feeding practices.

The City will also implement practices that discourage the undesirable congregation of waterfowl in these areas, or otherwise isolate the direct drainage from these areas away from its storm system and waters.

The R&P Department has a standing contract with Geese Relief to manage any waterfowl issues on Parks controlled properties.

6.2.4 City of Norwalk Buildings and Facilities

Facilities include schools under the jurisdiction of the City, City offices, police and fire stations, pools, parking garages and other City-owned or operated buildings or utilities.

The City will:

- evaluate the use, storage, and disposal of both petroleum and non-petroleum products and ensure, through employee training, that those responsible for handling these products know proper procedures;
- ensure that Spill Prevention Plans are in place, if applicable, and coordinate with the fire department as necessary;
- develop management procedures for dumpsters and other waste management equipment;
- keep areas surrounding the facilities clean to minimize runoff of pollutants; and
- ensure that all interior building floor drains are not connected to the MS4 and are appropriately permitted.

6.2.5 Vehicles and Equipment

The City will:

- establish procedures for the storage of City-owned or -operated vehicles;
- require vehicles with fluid leaks to be stored indoors or in contained areas until repaired;
- evaluate fueling areas owned by the City and used by City owned or -operated vehicles and if possible, place fueling areas under cover in order to minimize exposure;
- establish procedures to ensure that vehicle wash waters are not discharged to the municipal storm sewer system or to surface waters; and
- ensure any interior floor drains are appropriately permitted.

6.2.6 Leaf Management

The City will establish and implement procedures to minimize or prevent the deposition of leaves in catch basins, streets, parking lots, driveways, sidewalks or other paved surfaces that discharge to the MS4. Such procedures shall also apply to leaves collected by The City. The City offers leaf and yard waste curb pickup four (4) weeks a year, and yard waste can also be brought to 15 S Smith Street for disposal.

6.3 Implement Coordination with Interconnected MS4s

The City will coordinate with operators of interconnected MS4s (such as neighboring municipalities, institutions and DOT) regarding the contribution of potential pollutants from the storm sewer systems, contributing land use areas and stormwater control measures in the respective MS4s. This same coordination shall be conducted regarding operation and maintenance procedures utilized in the respective systems.

6.4 Develop and Implement a Program to Control Other Sources of Pollutants to the MS4

The City will develop and implement a program to control the contribution of pollutants to its MS4 from commercial, industrial, municipal, institutional or other facilities, not otherwise authorized by a CT DEEP stormwater permit.

6.5 Evaluate Additional Measures for Discharges to Impaired Waters

- For Waters for which **Nitrogen** or **Phosphorus** is a Stormwater Pollutant of Concern:
 - On City-owned or -operated lands, the City will implement a turf management practices and procedures policy which includes, but is not limited to, procedures for proper fertilizer application and the planting of native plant materials to lessen the amount of turf area requiring mowing and the application of chemicals. Each Annual Report will discuss the actions taken to implement this policy with an estimate of fertilizer and turf reduction.
- For Waters for which **Bacteria** is a Stormwater Pollutant of Concern:
 - On City-owned or -operated lands with a high potential to contribute bacteria (such as dog parks, parks with open water, sites with failing septic systems), the City will develop, fund, implement, and prioritize a retrofit or source management program to correct the problem(s) within a specific timeframe. Each Annual Report will identify problem areas for which a retrofit or source management program were developed, the location of the closest outfall monitored in accordance with Section 6(i), the cost of such retrofit or program, and the anticipated pollutant reduction. On City-owned or -operated lands, prohibit the feeding of geese or waterfowl and implement a program to manage geese and waterfowl populations. Each Annual Report will discuss the actions taken to implement this program.

6.6 Track Projects that Disconnect DCIA

The City will annually track the total acreage of DCIA that is disconnected from the MS4 as a result of redevelopment or retrofit projects within the City. For each retrofit/redevelopment project, the City will document the amount of existing DCIA that is disconnected. The total amount of disconnected DCIA will be reported each year in the Annual Report. Starting on July 1, 2021, the City's goal will be to reduce 1% of its total DCIA acreage per year to the maximum extent possible. The City will provide updates on this goal in its annual report. The City will also incorporate all DCIA disconnections which occurred in the City since July 1, 2012 towards meeting this goal.

6.7 Develop and Implement an Infrastructure Repair, Rehabilitation, and Retrofit Program

The City will continue their program to identify MS4 structures to repair, rehabilitate, or upgrade to reduce or eliminate the discharge of pollutants into water bodies. This program will be responsive to new information on outfalls discharging pollutants, impaired waters, inspections, or observations made during outfall mapping under the IDDE section of this plan.

Annually, the Department of Public Works Engineering and Operations Divisions inspect all catch basins and storm drain pipes within streets scheduled for paving. In addition, Engineering evaluates localized flooding or potential storm drain issues on a case by case basis.

Any catch basins and/or storm drain pipes through inspection where structural deficiencies or capacity improvements are identified are tracked and prioritized for improvements either internally or by a City contractor.

6.8 Develop and Implement Plan to Identify and Prioritize Retrofit Projects

The City will develop a Retrofit Project Plan to identify and prioritize potential DCIA disconnection projects. Prioritization will be based on several factors, including whether the project lies within one of the MS4 priority areas (urbanized area, DCIA > 11%, discharge to impaired waters). The City will include in its annual report for the third year of the permit (2026-2027) its identification and prioritization process, a rationale for the selection of projects to be implemented, and the total acres of DCIA to be disconnected upon implementation. The implementation of projects in this plan will begin by July 1, 2028.

6.9 Develop and Implement Street Sweeping Program

The City has established and implemented procedures for sweeping city-owned or operated streets. All streets within the MS4 Priority Areas will be inspected, swept and/or cleaned (as necessary) at least once per year in the spring following the cessation of winter maintenance activities (i.e. sanding, deicing, etc.). The procedures shall also include more frequent inspections, cleaning and/or sweeping of targeted areas determined by the City to have increased pollutant potential based on the presence of active construction activity or other potential pollutant sources. The City will identify such potential pollutant sources based upon surface inspections, catch basin cleaning or inspection results, land use, winter road deicing and/or sand application, impaired or Total Maximum Daily Loads (TMDL) waters or other relevant factors as determined by the City. If wet dust suppression is conducted, the use of water will be minimized such that a discharge of excess water to surface waters and/or the storm sewer system does not occur.

For City streets, including any rural uncurbed streets, the City will meet the minimum frequencies above. For new and redeveloped municipal parking lots, the City will evaluate options for reducing stormwater runoff to surface waters and/or the storm sewer system by the installing pervious pavements and/or other measures to promote sheet flow of stormwater.

- a) The City will ensure the proper disposal of street sweepings in accordance with DEEP policies, guidance and regulations. Sweepings shall not be discharged back into the storm drain system and/or surface waters.
- b) The City will document results of its sweeping program in its annual reports including: a summary of inspection results, curb miles swept, dates of cleaning, volume or mass of material collected, and method(s) of reuse or disposal.

The Operations Division of Public Works is responsible for street sweeping in the City. Streets are swept daily during the week from March through November (weather permitting). The program is designed to remove the heavy accumulation of salt, debris, and litter that has collected over the winter months and

to help keep the City's 625 lane miles of streets clean. Street sweeping is performed by route and cleaned a minimum frequency of once per year. Any miscellaneous debris spills on City streets are cleaned and swept up immediately. In the fall, streets in high leaf areas are swept to prevent leaves entering catch basins and waterways.

In addition to route sweeping, the SoNo Business District and Wall Street Business District (high sediment accumulation areas) are swept weekly from April thru November (3 AM to 8 AM) of each year. The business district streets are posted and cars are towed prior to weekly sweeping.

6.10 Develop and Implement Catch Basin Cleaning Program

The City will conduct routine cleaning of all catch basins and track catch basin inspection observations to the maximum extent possible. Utilizing information compiled through its inventory of catch basins, operational staff and public complaints, the City will optimize routine cleaning frequencies for particular structures or catchment areas as follows to maintain acceptable sediment removal efficiencies:

- a) Inspect all City owned catch basins at least once.
- b) Prioritize inspection and maintenance for City-owned catch basins located near impaired waters and construction activities (roadway construction, residential, commercial, or industrial development or redevelopment). The City will clean catch basins in such areas more frequently if inspection and maintenance activities indicate excessive sediment or debris loadings.
- c) Establish a schedule such that the frequency of routine cleaning will ensure that no catch basin at any time will be more than fifty (50) percent full. A catch basin sump is more than 50 percent full if the contents within the sump exceed one half the distance between the bottom interior of the catch basin to the invert of the deepest outlet of the catch basin.
- d) If a catch basin sump is more than fifty (50) percent full during two consecutive routine inspections/cleaning events, the City will document that finding, investigate the contributing drainage area for sources of excessive sediment loading, and to the maximum extent practicable, abate contributing sources. The City will describe any actions taken in its Annual Report.
- e) The City will detail its plan for optimizing catch basin cleaning, inspection plans, and its schedule for gathering information to develop the optimization plan in its first annual report. Documentation shall include metrics and other information used to reach the determination that the established plan for cleaning and maintenance is optimal for the MS4. The City will keep a log of catch basins cleaned or inspected.
- f) The City will report in each Annual Report the total number of catch basins, number inspected, number cleaned, the total volume or mass of material removed from all catch basins and, if practicable, the volume or mass of material removed from each catch basin draining to water quality limited waters.

The Operations Division of Public Works is responsible for the operation and maintenance of the City's storm drainage system including catch basins and storm drainpipes. The City owns two (2) "vacuum" trucks to clean accumulated materials from storm drainpipes and catch basins.

Any catch basins and/or storm drainpipes through inspection where structural deficiencies are identified are repaired by DPW Construction crews or by a City contractor. Debris collected from catch basins and

storm drainpipes are transported to the City's yard debris site where they are temporarily stored to de-water, screened, and then hauled away for ultimate disposal via the City's disposal agreement.

6.11 Develop and Implement Snow Management Practices

6.11.1 Deicing Material Management

The City will develop and implement standard operating practices for the use, handling, storage, application, and disposal of deicing products such as salt to minimize exposure to stormwater; consider means to minimize the use and optimize the application of chloride-based or other salts or deicing product (while maintaining public safety) and consider opportunities for use of alternative materials; for any exterior containers of liquid deicing materials installed after July 1, 2017, the City will provide secondary containment of at least 110% of the largest container or 10% of the total volume of all containers, whichever is larger, without overflow from the containment area.

6.11.2 Snow and Ice Control Practices

The City will implement and refine its standard operating practices regarding its snow and ice control to minimize the discharge of pollutants (while maintaining public safety).

The City will identify and establish goals for the optimization of application rates through the use, where practicable, of automated application equipment (e.g. zero-velocity spreaders), anti-icing and pre-wetting techniques, implementation of pavement management systems, and alternate chemicals.

The City will maintain records of the application of its treated rock salt application to document the reduction to meet established goals.

The City will ensure the proper training for deicing applications for municipal employees, institutional staff, or private contractors on lands and easements for which it is responsible for maintenance.

The City will manage and dispose of snow accumulations in accordance with DEEP's Best Management Practices for Disposal of Snow Accumulations from Roadways and Parking Lots, revised 2/4/11 and as amended (see link at: www.ct.gov/deep/stormwater).

In its Annual Report, The City will document results of its snow removal program including, at a minimum: the type of staff training conducted on application methods and equipment, type(s) of deicing materials used; lane-miles treated; total amount of each deicing material used; type(s) of deicing equipment used; any changes in deicing practices (and the reasons for the change); and snow disposal methods.

The Operations Division of Public Works is responsible for winter operations maintenance in the City and plows 625 lane miles of streets, 22 school and civic parking lots, and removes snow from approximately 60 sidewalk locations. The City owns a municipal salt building for the proper storage of deicing materials. Since 2006, the City has stopped using sand. The City currently utilizes an environmentally friendly rock salt which helps to reduce application rates. Use of deicing materials is monitored by a scale on a front-end loader (outbound salt), electronic spreader controls (to determine pounds applied per lane mile), and trucks are weighed after a storm (inbound salt).

The City has a snow operations standard operating procedure manual which is updated as technologies or practices are improved. This information is used to maximize snow/ice removal and environmentally responsible salt application practices.

Table 6.1 Pollution Prevention / Good Housekeeping Schedule

BMP	Lead department / individual	Implementation Status	Measurable goal
Develop/implement formal employee training program	Public Works Department	Ongoing, started July 2017	Continue annual employee training and continue to evaluate for additional training as necessary.
Implement MS4 property and operations maintenance	Recreation and Parks Department, Public Works Department, and Building Management	Ongoing, started July 2017	Continue property maintenance practices, evaluate annually for any improvements to requirements or enforcement.
Implement coordination with interconnected MS4s	Public Works Department	Ongoing, started July 2017	Continue interconnection coordination with the CTDOT.
Develop/implement program to control other sources of pollutants to MS4	Planning and Zoning, Public Works Department, and Conservation	July 2025	Develop and implement a program to control pollutants from commercial, industrial, municipal, institutional, or other facilities.
Evaluate additional measures for discharges to impaired waters	Planning and Zoning, Public Works Department, Recreation and Parks, and Conservation	July 2025	Evaluate additional measures for discharges to impaired waters.
Track projects that disconnect DCIA	Engineering	July 2024	Create a mechanism to track DCIA disconnections and update annually.
Develop/implement infrastructure repair/rehab program	Department of Public Works	Ongoing, started July 2017	Continue stormwater inspection and repair program.
Develop/implement plan to identify/prioritize retrofit projects	Engineering and WPCA	July 2028	Develop a retrofit project plan to identify DCIA disconnection projects.
Develop/implement street sweeping program	Operations	Ongoing, started July 2017	Continue street sweeping program including annual reporting.
Develop/implement catch basin cleaning program	Operations	Ongoing, started July 2017	Continue catch basin cleaning program including annual reporting.
Develop/implement snow management practices	Operations	Ongoing, started July 2017	Continue snow management practices including annual reporting.



7.0 Outfall Monitoring

The City will monitor and investigate all MS4 outfalls that discharge to impaired waterbodies. Using the outfall inventory developed under the IDDE minimum control measure, the City will identify which outfalls discharge to impaired waters and screen them for the specific impairments.

Once half of all outfalls discharging to impaired waterbodies have been screened, the 6 outfalls contributing the highest level of pollutants will be identified and screened on an annual basis.

Based on the screening results, the City will investigate the drainage areas of outfalls that are contributing to the impairment. The investigations may consider land use or development patterns, business or commercial activities, industrial activities, DCIA, natural contributors, MS4 maintenance issues, residential activities, or anything else potentially contributing to the source of the impairment.

Based on results of the drainage area investigations, the City will implement measures to address sources of the impairments including the specific impaired waters provisions described within the permit control measures.

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8.0 Plan Amendments

The City of Norwalk will amend the SMP whenever:

- 1) there is a change which has the potential to cause pollution of the waters of the state; or
- 2) the actions required by the Plan fail to prevent pollution of the waters of the state or fail to otherwise comply with any other provision of this general permit; or
- 3) the Commissioner of Connecticut's Department of Energy & Environmental Protection (CT DEEP) requests modification of the Plan.

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9.0 Stormwater Management Plan Signatures

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that a false statement made in this document or its attachments may be punishable as a criminal offense, in accordance with Section 22a-6 of the Connecticut General Statutes, pursuant to Section 53a-157b of the Connecticut General Statutes, and in accordance with any other applicable statute."

_____	_____	_____
Chief Elected Official/ Principal Executive Officer	Title	Date
_____	_____	_____
Principal plan preparer	Title	Date



10.0 Stormwater Management Plan Engineering Certification

"I hereby certify that I am a qualified professional engineer, as defined in the General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems. I am making this certification in connection with a registration under such general permit, submitted to the Commissioner by Vanessa Valadares for an activity located at or within the City of Norwalk. I have personally examined and am familiar with the information that provides the basis for this certification, including but not limited to all information described in Section 3(b)(9)(A) of such general permit, and I certify, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining such information, that the information upon which this certification is based is true, accurate and complete to the best of my knowledge and belief. I certify, based on my review of all information described in Section 3(b)(9)(A) of such general permit and on the standard of care for such projects, that I have made an affirmative determination in accordance with Section 3(b)(9)(B) of this general permit. I understand that this certification is part of a registration submitted in accordance with Section 22a-430b of Connecticut General Statutes and is subject to the requirements and responsibilities for a qualified professional in such statute. I also understand that knowingly making any false statement in this certification may be punishable as a criminal offense, including the possibility of fine and imprisonment, under section 53a-157b of the Connecticut General Statutes and any other applicable law."

Cynthia A. Baumann, P.E., CFM, PMP

Name

Principal Engineer

Title

CDM Smith

Company

Date



Appendix A CT DEEP General Permit for the Discharge of Stormwater from Small MS4s

DRAFT



Connecticut
Department of Energy &
Environmental Protection

portal.ct.gov/DEEP

National Pollutant Discharge Elimination System General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems

State Permit No: GSM000000
Federal CWA Permit No: CTR030000

Issued Date: September 29, 2023

Effective Date: October 1, 2023

Expiration Date: September 30, 2025

General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems

Table of Contents

Section 1.	Authority.....	4
Section 2.	Definitions.....	4
Section 3.	Authorization Under This General Permit.....	8
	(a) <i>Eligible Activities</i>	8
	(b) <i>Requirements for Authorization</i>	8
	(c) <i>Registration</i>	12
	(d) <i>Geographic Area</i>	12
	(e) <i>Effective Date and Expiration Date of this General Permit</i>	12
	(f) <i>Effective Date of Authorization</i>	12
Section 4.	Registration Requirements	12
	(a) <i>Who Must File a Registration</i>	12
	(b) <i>Scope of Registration</i>	12
	(c) <i>Contents of Registration</i>	13
	(d) <i>Availability of Registrations, Stormwater Management Plan, and Annual Reports</i>	15
	(e) <i>Where to File a Registration</i>	16
	(f) <i>Additional Information</i>	16
	(g) <i>Additional Notification</i>	16
	(h) <i>Action by Commissioner</i>	17
Section 5.	Requirements of this General Permit	17
	(a) <i>Conditions Applicable for Certain Discharges</i>	17
	(b) <i>Stormwater Management Plan</i>	18
Section 6.	Development of Stormwater Management Plan (Plan).....	18
	(a) <i>Minimum Control Measures</i>	19
	(b) <i>Sharing Responsibility</i>	39
	(c) <i>Proper Operation and Maintenance</i>	40
	(d) <i>Signature Requirements</i>	40
	(e) <i>Plan Review Fee</i>	40
	(f) <i>Keeping Plans Current</i>	40
	(g) <i>Failure to Prepare or Amend Plan</i>	41
	(h) <i>Plan Review Certification</i>	41
	(i) <i>Monitoring Requirements</i>	41
	(j) <i>Reporting & Record Keeping Requirements</i>	45

	<i>(k) Discharges to Impaired Waters or Water bodies subject to a Pollutant Load Reduction within a TMDL.....</i>	<i>47</i>
Section 7.	Additional Requirements of this General Permit	48
	<i>(a) Regulations of Connecticut State Agencies Incorporated into this General Permit</i>	<i>48</i>
	<i>(b) Reliance on Registration.....</i>	<i>48</i>
	<i>(c) Duty to Correct and Report Violations.....</i>	<i>48</i>
	<i>(d) Duty to Provide Information.....</i>	<i>49</i>
	<i>(e) Certification of Documents.....</i>	<i>49</i>
	<i>(f) Date of Filing</i>	<i>49</i>
	<i>(g) False Statements</i>	<i>49</i>
	<i>(h) Correction of Inaccuracies</i>	<i>49</i>
	<i>(i) Other Applicable Law</i>	<i>50</i>
	<i>(j) Other Rights</i>	<i>50</i>
Section 8.	Commissioner’s Powers.....	50
	<i>(a) Abatement of Violations.....</i>	<i>50</i>
	<i>(b) General Permit Revocation, Suspension, or Modification</i>	<i>50</i>
	<i>(c) Filing of an Individual Application</i>	<i>50</i>
Appendix A	Small MS4 Municipalities	
Appendix B	Illicit Discharge Detection and Elimination (IDDE) Program Protocol	
Appendix C	Aquifer Protection Areas and Other Groundwater Drinking Supply Areas Guidance	
Appendix D	Impaired Waters Guidance	

Section 1. Authority

This general permit is issued under the authority of Section 22a-430b of the Connecticut General Statutes.

Section 2. Definitions

The definitions of terms used in this general permit shall be the same as the definitions contained in Sections 22a-423 of the Connecticut General Statutes and Section 22a-430-3(a) of the Regulations of Connecticut State Agencies. As used in this general permit, the following definitions shall apply:

“x-year, 24-hour rainfall event” means the maximum 24-hour precipitation event with a probable recurrence interval of once in the given number of years (i.e. x=2, 25 or 100), as defined by the National Weather Service in Technical Paper Number 40, “Rainfall Frequency Atlas of the United States,” May 1961, and subsequent amendments, or equivalent regional or state rainfall probability information developed therefrom.

“Aquifer protection area” means aquifer protection area as defined in section 22a-354h of the Connecticut General Statutes.

“Best engineering practices” means the design of engineered control measures to control pollution to the maximum extent achievable using measures that are technologically available and economically practicable.

“Best Management Practices (BMP)” means schedules of activities, practices (and prohibitions of practices), structures, vegetation, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to waters of the state consistent with state, federal or other equivalent and technically supported guidance. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from material storage.

“Catchment area” means the land area from which stormwater runoff is collected by a permittee’s MS4 and discharges through a single outfall to surface water.

“Coastal Jurisdiction Line” means the location of the topographical elevation of the highest predicted tide as defined in Section 22a-359(c) of the Connecticut General Statutes.

“Coastal waters” means coastal waters as defined in Section 22a-93(5) of the Connecticut General Statutes.

“Commissioner” means Commissioner as defined in section 22a-423 of the Connecticut General Statutes.

“Control Measures” means any BMPs or other methods (including effluent limitations) used to prevent or reduce the discharge of pollutants to waters of the state.

“Department” means the Department of Energy & Environmental Protection.

“Directly Connected Impervious Area (DCIA)” means that impervious area from which stormwater runoff discharges *directly* to waters of the state or *directly* to a storm sewer system that discharges to waters of the state. Impervious areas that discharge through a system designed to retain the

appropriate portion of the Water Quality Volume (pursuant to Section 6(a)(5)(b)(i) or (ii) of this general permit) are not considered DCIA.

“Fresh-tidal wetland” means a tidal wetland located outside of coastal waters.

“Grab sample” means an individual sample collected in less than fifteen minutes.

“Guidelines” means the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control, as amended, established pursuant to Section 22a-328 of the Connecticut General Statutes.

“High Quality Waters” means those waters defined as high quality waters in the Connecticut Water Quality Standards pursuant to Section 22a-426-1(36) of the Regulations of Connecticut State Agencies.

“Illicit Discharge” means any unpermitted discharge to waters of the state that does not consist entirely of stormwater or uncontaminated ground water except those discharges identified in Section 3(a)(2) of this general permit when such non-stormwater discharges are not significant contributors of pollution to a discharge from an identified MS4.

“Impaired water(s)” means those surface waters of the state designated by the Commissioner as impaired pursuant to Section 303(d) of the federal Clean Water Act and as identified in the most recent State of Connecticut Integrated Water Quality Report within Categories 4 or 5, including any subdivisions of these categories.

“Individual permit” means a permit issued to a named permittee under Section 22a-430 of the Connecticut General Statutes.

“Inland wetland” means wetlands as that term is defined in Section 22a-38 of the Connecticut General Statutes.

“Low Impact Development” or *“LID”* means a site design strategy that maintains, mimics or replicates pre-development hydrology through the use of numerous site design principles and small-scale treatment practices distributed throughout a site to manage runoff volume and water quality at the source.

“Minimize”, for purposes of implementing the minimum control measures in Section 6 of this general permit, means to reduce and/or eliminate to the Maximum Extent Practicable (MEP) as described in Section 5(b).

“Municipal separate storm sewer system” or *“MS4”* means conveyances for stormwater (including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, man-made channels or storm drains) owned or operated by any municipality or by any state or federal institution and discharging to surface waters of the state.

“Municipality” means a city, town or borough of the state as defined in section 22a-423 of the Connecticut General Statutes.

“New or Increased Discharge” means new discharge or activity as defined in section 22a-426-8(b)(3) and increased discharge or activity as defined in section 22a-426-8(b)(2), as referenced to the Regulations of Connecticut State Agencies.

"Permittee" means any municipality or any state or federal institution that initiates, creates, originates or maintains a discharge authorized by this general permit and that has filed a registration pursuant to Section 4 of this permit.

"Point Source" means any discernible, confined and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged.

"Qualified professional engineer" means a professional engineer who: (1) has, for a minimum of eight (8) years, engaged in the planning and designing of engineered stormwater management systems for (i) municipal separate storm sewer systems and (ii) residential and commercial construction projects in accordance with the Guidelines and the Stormwater Quality Manual including, but not limited to, a minimum of four (4) years in responsible charge of the planning and designing of engineered stormwater management systems for such projects; or (2) is currently certified as a Professional in MS4 Stormwater Compliance as designated by EnviroCert International, Incorporated, or other certifying organization acceptable to the Commissioner, and for a minimum of six (6) years, has engaged in the planning and designing of engineered stormwater management systems for (i) municipal separate storm sewer systems and (ii) residential and commercial construction projects in accordance with the Guidelines and the Stormwater Quality Manual including, but not limited to, a minimum of two (2) years in responsible charge of the planning and designing of engineered stormwater management systems for such projects; or (3) currently provides engineering services for the Permittee by employ (e.g. Town Engineer) or by contract.

"Registrant" means a municipality or institution which files a registration pursuant to Section 4 of this general permit.

"Redevelopment" means any construction activity (including, but not limited to, clearing and grubbing, grading, excavation, and dewatering) within existing drainage infrastructure or at an existing site to modify or expand or add onto existing buildings or structures, grounds, or infrastructure.

"Registration" means a registration form filed with the Commissioner pursuant to Section 4 of this general permit.

"Retain" means to hold runoff on-site to promote vegetative uptake and groundwater recharge through the use of runoff reduction or LID practices or other measures. In addition, it means there shall be no subsequent point source release to surface waters from a storm event defined in this general permit or as approved by the Commissioner.

"Runoff reduction practices" means those post-construction stormwater management practices used to reduce post-development runoff volume delivered to the receiving water, as defined by retaining the volume of runoff from a storm up to the first half inch or one inch of rainfall in accordance with Sections 6(a)(5)(B)(i) or (ii), respectively. Runoff reduction is quantified as the total annual post-development runoff volume reduced through canopy interception, soil amendments, evaporation, rainfall harvesting, engineered infiltration, extended filtration or evapotranspiration.

"Sanitary Sewer Overflow" or *"SSO"* means a discharge of untreated sanitary wastewater from a municipal sanitary sewer.

"Small MS4" means any municipally-owned or -operated MS4 (as defined above) including all those located partially or entirely within an Urbanized Area that have at least 1,000 residents in the Urbanized Area (as determined by the 2000 or 2010 census) and all state- and federally-operated MS4s (except DOT) and any other MS4s located outside an Urbanized Area as may be designated by the Commissioner. (Note: A list of Small MS4 municipalities is included in Appendix A of this general permit. DOT will be authorized under a separate permit.)

"Standard of care", as used in Section 3(b)(9), means to endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

"State or Federal Institution" or *"institution"* means any facility (including, but not limited to, state and federal prisons, office complexes, hospitals; university campuses, public housing authorities, schools, or other special districts) consisting of more than one building that is owned by an agency or department of the State of Connecticut (except the Department of Transportation) or a federal agency and has an average daily population of 1,000 people or more.

"Stormwater" means waters consisting of rainfall runoff, including snow or ice melt during a rain event.

"Stormwater Quality Manual" means the Connecticut Stormwater Quality Manual published by the Connecticut Department of Energy & Environmental Protection in 2004, as amended and maintained at <http://www.ct.gov/deep/stormwaterqualitymanual>.

"Surface water" means those waters as defined in Section 22a-426-1(60) of the Regulations of Connecticut State Agencies.

"Tidal wetland" means a wetland as that term is defined in Section 22a-29(2) of the Connecticut General Statutes.

"Total Maximum Daily Load (TMDL)" means a water quality implementation plan established pursuant to Section 303 of the federal Clean Water Act.

"Urbanized Area (UA)" means the areas of the State of Connecticut so defined by the U.S. Census Bureau for the 2000 or 2010 census.

"Water Quality Standards or Classifications" means those water quality standards or classifications contained in Sections 22a-426-1 through 22a-426-9, inclusive, of the Regulations of Connecticut State Agencies and the Classification Maps adopted pursuant to Section 22a-426 of the Connecticut General Statutes, which together constitute the Connecticut Water Quality Standards., as may be amended.

"Water Quality Volume" or *"WQV"* means the volume of runoff generated by one inch of rainfall on a site as defined in the Connecticut Stormwater Quality Manual.

Section 3. Authorization Under This General Permit

(a) Eligible Activities

- (1) This general permit authorizes the discharge of stormwater from or associated with a Small MS4, provided the requirements of subsection (b) of this section are satisfied and the activity is conducted in accordance with the conditions listed in Section 5 of this general permit to the Maximum Extent Practicable (as defined in Section 5(b)).
- (2) This permit authorizes the following non-stormwater discharges provided: the permittee controls such non-stormwater discharges to the Maximum Extent Practicable (MEP), as required by this general permit; such non-stormwater discharges do not contribute to a violation of water quality standards; and such non-stormwater discharges are documented in the Stormwater Management Plan and are not significant contributors of pollutants to any identified MS4:
 - uncontaminated ground water discharges including, but not limited to, pumped ground water, foundation drains, water from crawl space pumps and footing drains;
 - irrigation water including, but not limited to, landscape irrigation and lawn watering runoff;
 - residual street wash water associated with sweeping;
 - discharges or flows from firefighting activities (except training); and
 - naturally occurring discharges such as rising ground waters, uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20)), springs, diverted stream flows and flows from riparian habitats and wetlands.
- (3) Any non-stormwater discharge to the MS4 authorized by a permit issued pursuant to Section 22a-430 or 22a-430b of the Connecticut General Statutes is also authorized under this general permit.

(b) Requirements for Authorization

This general permit authorizes the activity listed in the “Eligible Activities” section (Section 3(a)) of this general permit provided:

(1) Coastal Management Act

Such activity is consistent with all applicable goals and policies in Section 22a-92 of the Connecticut General Statutes, and must not cause adverse impacts to coastal resources as defined in Section 22a-93(15) of the Connecticut General Statutes.

(2) Endangered and Threatened Species

Implementation of the permittee’s Stormwater Management Plan shall not threaten the continued existence of any species listed pursuant to section 26-306 of the Connecticut General Statutes as endangered or threatened and must not result in the destruction or adverse modification of habitat designated as essential to such species unless otherwise exempted by Federal statute.

(3) Aquifer Protection Areas

Such activity, if it is located within an aquifer protection area as mapped under section 22a-354b of the Connecticut General Statutes, must comply with regulations adopted pursuant to section 22a-354i of the Connecticut General Statutes.

(4) Discharge to POTW

The stormwater is *not* discharged to a Publicly Owned Treatment Works (POTW).

(5) Discharge to Groundwater

The stormwater is *not* discharged entirely to groundwater, meaning a stormwater discharge to a surface water will not occur up to a 100-year, 24-hour rainfall event.

(6) New or Increased Discharges to High Quality Waters

On or before thirty (30) days prior to the commencement of a new or increased discharge to a High Quality Waters from its MS4, the permittee must document compliance with the Connecticut Anti-Degradation Implementation Policy in the Water Quality Standards, as amended. Before commencing any new or increased discharge, the permittee shall identify in its Stormwater Management Plan ("Plan"), the control measures it will implement to ensure compliance with anti-degradation provisions and the terms of this Permit. At a minimum, the permittee shall evaluate and implement to the Maximum Extent Practicable practices which will prevent the discharge of the Water Quality Volume to a surface water body or other practices necessary to protect and maintain designated uses and meet standards and criteria contained in the Water Quality Standards.

(7) New or Increased Discharges to Impaired Waters

There shall be no increased discharges from the MS4 to impaired waters listed in categories 5 or 4b of the most recent Connecticut Integrated Water Quality Report of waters listed pursuant to Clean Water Act section 303(d) and 305(b) unless the permittee demonstrates that there is no net increase in loading by the MS4 to the impaired water of the pollutant(s) for which the waterbody is impaired. The permittee may demonstrate no net increase by either:

- (A) Documenting that the pollutant(s) for which the waterbody is impaired is not present in the MS4's discharge and retain documentation of this finding with the Plan; or
- (B) Documenting that the total load of the pollutant(s) of concern from the MS4 to any impaired portion of the receiving water will not increase as a result of the activity and retain documentation of this finding in the Plan. Compliance with the requirements for Runoff Reduction and Low Impact Development measures for new development and redevelopment in Sections 6(a)(5)(A) and (B) shall be considered as demonstrating no net increase. Requirements for discharges to impaired waters are included in Section 6(k) of this general permit.

(8) Certification Requirements for Registrants and other Individuals

As part of the registration for this general permit, the registrant and any other individual or individuals principally responsible for preparing the registration submits to the Commissioner a written certification which, at a minimum, complies with the following requirements:

- (A) The registrant and any other individual or individuals responsible for preparing the registration and signing the certification has completely and thoroughly reviewed, at a minimum, this general permit and the following regarding the activities to be authorized under such general permit: (i) all registration information provided in accordance with Section 4(c)(2) of such general permit, (ii) the Stormwater Management Plan, and (iii) any plans and specifications and any Department approvals regarding such Stormwater Management Plan;
- (B) The registrant and any other individual or individuals responsible for preparing the registration and signing the certification pursuant to this general permit has, based on the review described in section 3(b)(8)(A) of this general permit, made an affirmative determination to: (i) comply with the terms and conditions of this general permit; (ii) maintain compliance with all plans and documents prepared pursuant to this general permit including, but not limited to, the Stormwater Management Plan; (iii) properly implement and maintain the elements of the Stormwater Management Plan; and (iv) properly operate and maintain all stormwater management measures and systems in compliance with the terms and conditions of this general permit to protect the waters of the state from pollution;
- (C) Such registrant and any other individual or individuals responsible for preparing the registration certifies to the following statement:

"I hereby certify that I am making this certification in connection with a registration under the General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems, submitted to the Commissioner by [INSERT NAME OF REGISTRANT] for an activity located at or within [NAME OF MUNICIPALITY OR ADDRESS OF THE REGISTERED ACTIVITY] and that all terms and conditions of the general permit are being met for all discharges which have been created, initiated or maintained and such activity is eligible for authorization under such permit. I further certify that a system is in place to ensure that all terms and conditions of this general permit will continue to be met for all discharges authorized by this general permit at the site. I certify that I have personally examined and am familiar with the information that provides the basis for this certification, including but not limited to all information described in Section 3(b)(8)(A) of such general permit, and I certify, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining such information, that the information upon which this certification is based is true, accurate and complete to the best of my knowledge and belief. I certify that I have made an affirmative determination in accordance with Section 3(b)(8)(B) of this general permit. I understand that the registration filed in connection with such general permit is submitted in accordance with and shall comply with the requirements of Section 22a-430b of Connecticut General Statutes, as amended by Public Act 12-172. I also understand that knowingly making any false statement made in the submitted information and in this certification may be punishable as a criminal offense, including

the possibility of fine and imprisonment, under section 53a-157b of the Connecticut General Statutes and any other applicable law."

(9) Stormwater Management Plan Certification

As part of the registration for this general permit, the registrant submits to the Commissioner a written certification by a qualified professional engineer who has reviewed the Stormwater Management Plan (Plan) in accordance with the following requirements:

(A) The qualified professional engineer has, at a minimum, completely and thoroughly reviewed this general permit and the following regarding the discharges to be authorized under such general permit: (i) all registration information provided in accordance with Section 4(c)(2) of such general permit, (ii) the Stormwater Management Plan, and (iii) all non-engineered and engineered stormwater management measures and systems, including any plans and specifications and any Department approvals regarding such stormwater management measures and systems.

(B) Affirmative Determination

A qualified professional engineer signing the certification must have made an affirmative determination, based on the review described in section 3(b)(9)(A) of this general permit and on best engineering practices, that the Plan and control measures therein are adequate to assure that the activity authorized under this general permit will comply with the terms and conditions of such general permit and all non-engineered and engineered stormwater management measures and systems: (i) have been designed in accordance with best engineering practices; (ii) will function properly as designed; (iii) are adequate to ensure compliance with the terms and conditions of this general permit; and (iv) will protect the waters of the state from pollution.

(C) The qualified professional engineer, as specified in section 3(b)(9)(A), above, shall certify to the following statement:

"I hereby certify that I am a qualified professional engineer, as defined in the General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems. I am making this certification in connection with a registration under such general permit, submitted to the Commissioner by [INSERT NAME OF REGISTRANT] for an activity located at or within [NAME OF MUNICIPALITY OR ADDRESS OF THE REGISTERED ACTIVITY]. I have personally examined and am familiar with the information that provides the basis for this certification, including but not limited to all information described in Section 3(b)(9)(A) of such general permit, and I certify, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining such information, that the information upon which this certification is based is true, accurate and complete to the best of my knowledge and belief. I certify, based on my review of all information described in Section 3(b)(9)(A) of such general permit and on the standard of care for such projects, that I have made an affirmative determination in accordance with Section 3(b)(9)(B) of this general permit. I understand that this certification is part of a registration submitted in accordance with Section 22a-430b of Connecticut General Statutes and is subject to the requirements and responsibilities for a qualified professional in such statute. I also understand that knowingly making any false statement in this certification may be punishable as a criminal offense, including the possibility of fine and imprisonment,

under section 53a-157b of the Connecticut General Statutes and any other applicable law."

(D) Nothing in this subsection shall be construed to authorize or require a qualified professional engineer to engage in any profession or occupation requiring a license under any other provision of the Connecticut General Statutes without such license.

(c) Registration

For permittees authorized under the previous general permit (effective July 1, 2017), a new registration is not required.

(d) Geographic Area

This general permit applies throughout the State of Connecticut.

(e) Effective Date and Expiration Date of this General Permit

This general permit is effective October 1, 2023 and expires on September 30, 2025.

(f) Effective Date of Authorization

An activity is authorized by this general permit: on the date the general permit becomes effective; on the date a complete registration meeting the requirements of Section 4(c) is submitted; for registrants that did not register as required by Section 3(c), on the date the authorized activity is initiated; or on another date approved by the Commissioner, whichever is latest.

Section 4. Registration Requirements

(a) Who Must File a Registration

Any municipality or state or federal institution that initiates, creates, originates or maintains a discharge of stormwater from or associated with a Small MS4 shall file with the Commissioner a registration form that meets the requirements of this section of this general permit. Such form shall be submitted along with the applicable fee within the timeframes and in the amounts specified in Sections 3(c) and 4(c)(1)(A), respectively.

(b) Scope of Registration

A registrant must register on one registration form by the date indicated in Section 3(c) for all discharges that are operated by the registering municipality or institution. A registrant may not submit more than one registration under this general permit.

(c) Contents of Registration

(1) Fees

(A) The registration fee for a Small MS4 shall be \$625 to be submitted with the registration form.

- (B) The fees for municipalities shall be half of those indicated in subsection (A) above pursuant to section 22a-6(b) of the Connecticut General Statutes. State and Federal agencies shall pay the full fees specified in this subsection.
- (C) The registration fee shall be paid electronically or by check or money order payable to the **Department of Energy & Environmental Protection**.
- (D) No activity shall be authorized by this general permit until the registration fee has been paid in full.
- (E) The registration fee is non-refundable.

(2) Registration Form

The registration shall be filed in a form prescribed and provided by the Commissioner (available on the DEEP website) and shall include the following:

- (A) Name of the permittee and the name, title, address, telephone number, permit number (for existing 2004 MS4 permittees) and email address of the chief elected official or principal executive officer.
- (B) Name, address, telephone number, and email address of the primary contact person for the permittee.
- (C) Name, primary contact, address, telephone number, and email address of any consultant(s) or engineer(s) retained by the permittee to prepare the registration,
- (D) Name of receiving stream(s), watershed(s) or waterbody(s) (including waterbody ID number which can be identified at www.cteco.uconn.edu) to which the MS4 discharges and indication of whether or not a receiving stream is listed as an impaired water, with or without a TMDL, and including identification of the impairment in the most recent State of Connecticut Integrated Water Quality Report or identification of the receiving stream as a high quality water by the Commissioner as defined in the Connecticut Water Quality Standards.
- (E) An electronic map or a paper copy of the relevant portion or a full-sized original of a United States Geological Survey (USGS) quadrangle map with a scale of 1:24,000, showing the permittee's boundaries and limits of its separate storm sewer system. If a paper copy of a map is submitted, identify the quadrangle name on the map and be sure to include the name of the permittee.
- (F) Assurance that the Stormwater Management Plan for the MS4 is consistent with the following provisions of state statutes and regulations, as appropriate:
 - (i) For sites within the Coastal Boundary, the permittee must address all applicable goals and policies in Section 22a-92 of the Connecticut General Statutes, and must not cause adverse impacts to coastal resources as defined in Section 22a-93(15) of the Connecticut General Statutes.
 - (ii) The permittee's Stormwater Management Plan will not threaten the continued existence of any species listed pursuant to section 26-306 of the Connecticut

General Statutes as endangered or threatened and will not result in the destruction or adverse modification of habitat designated as essential to such species.

- (iii) The implementation of the permittee's Stormwater Management Plan for any part of the MS4 located within an aquifer protection area (see Appendix C) as mapped under section 22a-354b of the Connecticut General Statutes will comply with regulations adopted pursuant to section 22a-354i of the Connecticut General Statutes. For any activity regulated pursuant to sections 8(c) and 9(b) of the Aquifer Protection Regulations (section 22a-354i(1)-(10) of the Regulations of Connecticut State Agencies), the Stormwater Management Plan must assure that stormwater run-off generated from the MS4 is managed in a manner so as to prevent pollution of groundwater.
 - (iv) The Stormwater Management Plan has been reviewed for consistency with state Historic Preservation statutes, regulations, and policies including identification of any potential impacts on property listed or eligible for listing on the Connecticut Register of Historic Places. A review conducted for an Army Corps of Engineers Section 404 wetland permit would meet this qualification.
 - (v) The Stormwater Management Plan appropriately addresses new or increased discharges to high quality waters, as specified in Section 3(b)(6).
 - (vi) The Stormwater Management Plan appropriately addresses new or increased discharges to impaired waters, as specified in Section 3(b)(7).
- (G) For each of the Minimum Control Measures in Section 6(a), the following information shall be included:
- (i) each Best Management Practice (BMP) to be implemented;
 - (ii) the person(s) responsible for implementing and maintaining each BMP;
 - (iii) the date by which each BMP will be implemented;
 - (iv) the measurable goal(s) by which each BMP will be evaluated.
- (H) Provide an internet address (URL) where the Stormwater Management Plan required by Section 5(b) and the Annual Reports required by Section 6(j) are accessible for public review. Also provide a physical address where a paper copy of the Plan and Annual Reports are available for inspection. If the registrant claims that certain elements of their Plan constitute secure information (pursuant to Section 4(d)(2)) or are otherwise exempt from the disclosure requirements of the state Freedom of Information Act (section 1-210 et seq of the Connecticut General Statutes, also called FOIA) as specified in that Act, the registrant shall follow the procedures provided in the registration form instructions for this general permit regarding information subject to FOIA requirements. The process of complying with the FOIA requirements does not exempt the registrant from the registration and Plan preparation deadlines of this general permit.
- (I) The certification of the registrant and of the individual or individuals responsible for actually preparing the registration, in accordance with Section 3(b)(8).

- (J) Certification (pursuant to the requirements and conditions of Section 3(b)(9)) that the Stormwater Management Plan has been reviewed by a qualified professional engineer (as defined in Section 2) licensed in the State of Connecticut.

(d) Availability of Registrations, Stormwater Management Plans and Annual Reports

(1) Registration Availability

Within thirty (30) days of receipt of a registration, the Commissioner shall post on the DEEP website a list of registrations submitted and identify the location where the Stormwater Management Plan is available.

On or before sixty (60) days from the date of posting of a registration by the Commissioner, members of the public may review the registration and submit written comments to the Commissioner.

(2) Stormwater Management Plan Availability

A permittee shall make its Stormwater Management Plan (Plan) available, electronically and at a publicly available location, for public review and comment at least ninety (90) days prior to July 1, 2017. The permittee shall also provide the internet address (URL) where the Plan may be located or an electronic copy to the Commissioner. Within thirty (30) days of receipt of a Stormwater Management Plan (or its URL), the Commissioner shall post on the DEEP website a list of Plans submitted and identify the location where the Plan will be available for review. In addition to the internet address (URL) required as part of the registration (pursuant to Section 4(c)(2)(H)), reasonable efforts to inform the public of this document shall be undertaken by the permittee. The Plan shall be made available at the permittee's main office or other designated municipal or institution office, a local library or other publicly available location for public inspection and copying consistent with the federal and state Freedom of Information Acts. On or before sixty (60) days from the date of the availability of the Plan, members of the public may review the Plan and submit written comments on it to the Commissioner.

If the registrant claims that certain elements of their Plan constitute secure information subject to restrictions related to Homeland Security or other security issues otherwise exempt from the disclosure requirements of the state Freedom of Information Act (section 1-210 et seq of the Connecticut General Statutes, also called FOIA) as specified in that Act, they shall follow the procedures provided in the registration form instructions for this general permit regarding information subject to FOIA requirements. The process of complying with the FOIA requirements does not exempt the registrant from the registration and Plan preparation deadlines in this general permit.

Following the comment period specified above, the final Plan shall remain available for public inspection on-line and a paper copy made available at the location specified above during regular business hours.

(3) Annual Report Availability

At least forty five (45) days prior to submission of each Annual Report to the Department, pursuant to Section 6(j), each permittee shall make available for public review and

comment a draft copy of the complete Annual Report. Comments on the Annual Report may be made to the permittee and are *not* submitted to the Department. Reasonable efforts to inform the public of this document shall be undertaken by the permittee. Such draft copies shall be made available electronically on the permittee's website for public inspection and copying consistent with the federal and state Freedom of Information Acts and at least one of the following locations: the permittee's main office or other designated municipal or institution office, a local library or other central publicly available location. Following submission of the Annual Report (pursuant to Section 6(j)), a copy of the final report shall be made available for public inspection during regular business hours.

(e) Where to File a Registration

A registration shall be filed with the Commissioner on forms available through the DEEP website. **For permittees authorized under the previous general permit (effective July 1, 2017), a new registration is not required.**

(f) Additional Information

The Commissioner may require a registrant to submit additional information, which the Commissioner reasonably deems necessary to evaluate the consistency of the subject activity with the requirements for authorization under this general permit.

(g) Additional Notification

For discharges authorized by this general permit to another regulated Small MS4 or to the City of Stamford, a copy of the registration and all attachments thereto shall also be submitted to the owner and operator of that system.

For discharges authorized by this general permit to a DOT separate storm sewer system, a copy of the registration and all attachments thereto shall also be submitted to the DOT upon request.

For discharges within a public drinking water supply watershed or aquifer area, the permittee shall notify the water company of the availability (pursuant to Sections 4(d)(1) and (2), above) of the registration and the Plan described in subsection 5(b) of this general permit or the registration and Plan shall be submitted to the water company upon request.

For discharges to river components and tributaries which have been designated as Wild and Scenic under the Wild and Scenic Rivers Act, a copy of the registration and the Plan described in 5(b) of this general permit shall be submitted to the applicable Wild and Scenic Coordinating Committee upon request.

(h) Action by Commissioner

- (1) The Commissioner may require that a permittee obtain an individual permit for any discharge authorized by this permit in accordance with Section 22a-430b of the Connecticut General Statutes.
- (2) The Commissioner may reject without prejudice a registration if he or she determines that it does not satisfy the registration requirements (Section 4(c)) of this general permit. Any registration refiled after such a rejection shall be accompanied by the fee specified in the "Fees" section (Section 4(c)(1)) of this general permit.
- (3) The Commissioner may disapprove a registration if he or she finds that the subject activity is inconsistent with the "Requirements for Authorization" section (Section 3(b)) of this general permit, or for any other reason provided by law.
- (4) Disapproval of a registration under this subsection shall constitute notice to the registrant that the subject activity must be authorized by an individual permit.
- (5) Disapproval of a registration shall be in writing.

Section 5. Requirements of this General Permit

The permittee shall at all times continue to meet the requirements for authorization set forth in Section 3 of this general permit. In addition, a permittee shall ensure that authorized activities are conducted in accordance with the following conditions:

(a) Conditions Applicable for Certain Discharges

- (1) If the permittee initiates, creates, or originates a discharge of stormwater which is located less than 500 feet from a tidal wetland that is not a fresh-tidal wetland, such discharge shall flow through a system designed to retain the Water Quality Volume, as defined in Section 2.
- (2) If the permittee wishes to initiate, create, or originate a discharge of stormwater below the coastal jurisdiction line into coastal, tidal, or navigable waters for which a permit is required under the Structures and Dredging Act in accordance with Section 22a-361(a) of the Connecticut General Statutes or into tidal wetlands for which a permit is required under the Tidal Wetlands Act in accordance with Section 22a-32 of the Connecticut General Statutes, the municipality shall obtain such permit(s) from the Commissioner prior to initiating, creating or originating such discharge.
- (3) There shall be no distinctly visible floating scum, oil or other matter contained in the stormwater discharge. Excluded from this are naturally occurring substances such as leaves and twigs provided no person has placed such substances in or near the discharge.
- (4) The stormwater discharge shall not result in pollution which may cause or contribute to acute or chronic toxicity to aquatic life, impair the biological integrity of aquatic or marine ecosystems, or result in an unacceptable risk to human health.
- (5) The stormwater discharge shall not cause or contribute to an exceedance of the applicable Water Quality Standards in the receiving water.

- (6) Any new stormwater discharge to high quality waters (as identified by the Commissioner consistent with the Water Quality Standards) shall be discharged in accordance with the Connecticut Anti-Degradation Implementation Policy in the Water Quality Standards manual. At a minimum, the permittee shall evaluate and implement to the Maximum Extent Practicable practices which will prevent the discharge of the Water Quality Volume to a surface water body or other practices necessary to protect and maintain designated uses and meet standards and criteria contained in the Water Quality Standards.
- (7) Any stormwater discharge to the waters identified in Appendix D shall be managed for the Stormwater Pollutant of Concern identified in the appendix consistent with the requirements in Section 6 of this permit.

(b) *Stormwater Management Plan*

The permittee shall develop, implement, and enforce a stormwater management plan designed to reduce the discharge of pollutants from the Small MS4 to the maximum extent practicable, to protect water quality, and to satisfy the appropriate water quality requirements of the federal Clean Water Act. Maximum Extent Practicable (MEP) is a technology-based standard established by Congress in the Clean Water Act Section 402(p)(3)(B)(iii). Since no precise definition of MEP exists, it allows for maximum flexibility on the part of MS4 operators as they develop their programs. (40CFR 122.2, See also: Stormwater Phase II Compliance Assistance Guide EPA 833-R-00-002, March 2000). When trying to reduce pollutants to the MEP, there must be a serious attempt to comply, and practical solutions may not be lightly rejected. Factors such as the conditions of receiving waters, specific local concerns, MS4 size, climate, implementation schedules, current ability to finance the program, beneficial uses of receiving water, hydrology, geology, and capacity to perform operation and maintenance should be considered in determining whether permittee has complied with this general permit to the Maximum Extent Practicable.

Under this program, the permittee shall prepare a Stormwater Management Plan pursuant to Section 6 of this general permit, which plan must be completed by such time as specified in Section 4(d)(2) of this general permit. The permittee shall continue to implement the Stormwater Management Plan and all Minimum Control Measures required by this general permit throughout the entire term of the general permit. The permittee shall continue to provide for adequate staffing and economic resources for such implementation throughout the entire term of the general permit. If at any time the Commissioner finds that the Plan is not adequate to protect the waters of the state from pollution, the Commissioner may terminate authorization under this permit and require the permittee to submit an individual permit application.

Failure to implement all elements of the Stormwater Management Plan to the MEP constitutes a violation of this permit.

Section 6. Development of Stormwater Management Plan (Plan)

The Plan shall address the Minimum Control Measures as indicated in this section. Section 6(a) contains the requirements for Small MS4s. These measures shall be implemented throughout the boundaries of the municipality or institution except as otherwise indicated in this section.

(a) Minimum Control Measures

For each Minimum Control Measure, the permittee shall: define appropriate BMPs; designate a person(s) and job title responsible for each BMP; define a time line for implementation of each BMP; where appropriate, identify the location, including the address and latitude and longitude, for each BMP; and define measurable goals for each BMP. The Minimum Control Measures in the Plan include, but are not limited to:

(1) Public education and outreach

The goals of this minimum control measure are:

- To raise awareness that polluted stormwater runoff is the most significant source of water quality problems;
- To motivate residents to use Best Management Practices (BMPs) which reduce polluted stormwater runoff; and
- To reduce polluted stormwater runoff as a result of increased awareness and utilization of BMPs.

(A) Implement a public education program to distribute educational materials to the permittee's community (i.e. residents, business and commerce, students, staff, contractors, etc.) or conduct equivalent outreach activities about the sources and impacts of stormwater discharges on waterbodies and the steps that the public can take to reduce pollutants in stormwater runoff. The education program shall include, but not be limited to, information on management of pet waste, application of fertilizers, herbicides, and pesticides, impervious cover and impacts of illicit discharges and improper disposal of waste into the MS4. The form and content of the education program will be dependent on the audience and identified areas of concern for each MS4. Permittees may join other permittees in the same region to develop and implement a public education program. Educational information may be developed and/or acquired from other permittees, governmental agencies, community and non-governmental organizations, councils of government, academia, and/or environmental advocacy organizations. Outreach resources will be available from the DEEP stormwater webpage at www.ct.gov/deep/stormwater. Information may be disseminated with flyers, brochures, door hangers, television public service announcements, and/or web based tools. Each Annual Report shall summarize the types, sources, number of, and methods by which materials disseminated.

- (i) Permittees previously authorized by the General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems issued on January 9, 2004 (existing 2004 MS4 permittees) shall begin implementation of this measure within the first year following July 1, 2017, and continue until permit expiration. Permittees shall utilize the materials developed under the 2004 MS4 permit and update or modify as necessary to acquire and/or develop the content of the outreach materials for this general permit.
- (ii) Permittees not previously authorized by the General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems issued on January 9, 2004 (new MS4 permittees) shall begin implementation of this measure within the second year following July 1, 2017, and continue until permit expiration.

Permittees shall utilize the one year period following July 1, 2017 to acquire and/or develop the content of the outreach materials.

(B) To implement the public education and outreach program, the permittee shall develop or acquire current educational material from DEEP and other sources that identifies the pollutants (such as pathogens/bacteria, nitrogen, phosphorus, sediments, metals, oils & greases) associated with stormwater discharges, the potential sources of the pollutants, the environmental impacts of these pollutants, and related pollution reduction practices.

(C) Additional measures for discharges to waters associated with a Stormwater Pollutant of Concern

These measures may be implemented solely by the permittee or as part of a collaborative regional or statewide program to address the issue. However, the permittee retains sole responsibility for compliance with this section. The method of implementation shall be indicated in the permittee's Plan.

(i) For waters for which **Phosphorus** is a Stormwater Pollutant of Concern, educational materials shall be specifically tailored and targeted to educate on the sources, impacts, and available pollution reduction practices from the following:

- a. Septic systems
- b. Fertilizer use
- c. Grass clippings and leaves management
- d. Detergent use
- e. Discharge of sediment (to which Phosphorus binds) from Construction sites
- f. Other erosive surfaces

(ii) For waters for which **Nitrogen** is a Stormwater Pollutant of Concern, educational materials shall be specifically tailored and targeted to educate on the sources, impacts, and available pollution reduction practices from the following:

- a. Septic systems
- b. Fertilizer use
- c. Grass clippings and leaves management
- d. Discharge of sediment (to which Nitrogen binds) from Construction sites
- e. Other erosive surfaces

(iii) For waters for which **Bacteria** is a Stormwater Pollutant of Concern, educational materials shall be specifically tailored and targeted to educate on the sources, impacts, and available pollution reduction practices from the following:

- a. Septic systems
- b. Sanitary cross connections
- c. Waterfowl
- d. Pet waste
- e. Manure piles associated with livestock and horses

(iv) For waters for which **Mercury** is a Stormwater Pollutant of Concern, educational materials shall be specifically tailored and targeted to educate on the sources,

impacts and available recycling programs for elemental mercury and mercury-containing items such as:

- a. Thermometers
- b. Thermostats
- c. Fluorescent lights
- d. Button cell batteries

(D) Suggested Strategies.

- (i) Target specific populations: Each permittee is encouraged to direct such outreach program and/or materials at specific populations. Such target populations may include, for example, school age populations, farming populations, and urban populations. Sample educational material for each Stormwater Pollutant of Concern noted above will be made available by DEEP.
- (ii) Partner with local organizations: Permittees may wish to include in its outreach efforts various local organizations which may be able to assist in helping to spread the stormwater message.

(2) Public Involvement/Participation

The permittee shall provide opportunities to engage their community to participate in the review and implementation of the permittee's Plan. The goal of this minimum control measure is to involve the community in both the planning and implementation process of improving water quality. Public participation is beneficial to the success of a municipal stormwater management program because it allows for a broader public support, additional expertise, and a conduit to other programs. Community members are also more likely to apply these lessons/BMPs at home if they are part of the process.

- (A) Publish a public notice on the permittee's website, through an email or mailing list, if the permittee maintains one, or in a newspaper with general circulation in the area to inform the public of the Plan and the Annual Report required by Section 6(j) of this permit and to solicit comments on the Plan and Annual Report. The notice shall provide a contact name (with phone number, address, and email) to whom the public can send comments and a publicly accessible location (such as the MS4's main office or other designated municipal office, a local library or other central publicly available location) and/or URL where the Plan and Annual Report are available for public review. The public notice shall allow for a 30 day comment period, at a minimum. Municipalities and institutions shall publish this public notice annually no later than January 31.
- (B) The permittee is encouraged to enlist local organizations to help implement the elements of their Plan. However, the permittee retains sole responsibility for permit compliance.
- (C) No requirements in addition to those specified in subsections (A)-(B), above, are specified for discharges to waters impaired for Phosphorus, Nitrogen, Bacteria, or Mercury.

(3) Illicit discharge detection and elimination.

Within one (1) year of July 1, 2017 for existing 2004 MS4 permittees and within two (2) years of July 1, 2017 for new MS4 permittees, the permittee shall develop a written Illicit Discharge Detection and Elimination (IDDE) program designed to: provide the legal authority to prohibit and eliminate illicit discharges (as defined in Section 2 except for those discharges noted in the Section 3(a)(2) of this permit) to the MS4; find the source of any illicit discharges; eliminate those illicit discharges; and ensure ongoing screening and tracking to prevent and/or eliminate future illicit discharges. Failure to implement all elements of the IDDE program to the MEP constitutes a violation of this permit.

(A) IDDE Program Elements

- (i) The permittee shall, at a minimum, implement the IDDE program elements in this section and the IDDE protocol in Appendix B within the Urbanized Area and those catchment areas of the MS4 with either Directly Connected Impervious Area (DCIA) of greater than 11% (as identified on maps available at www.ct.gov/deep/municipalstormwater) or which discharge to impaired waters ("priority" areas). The permittee is encouraged to develop a prioritizing strategy to identify areas outside these identified areas to further implement these IDDE measures. This prioritizing strategy should utilize the prioritizing elements included in Section (A)(7)(c) of Appendix B.
- (ii) Illicit discharges to the MS4 by any person are prohibited, and any such discharges are not authorized by the general permit, are unlawful, and remain unlawful until they are eliminated. The permittee shall prohibit all illicit discharges from entering its MS4. Upon detection, the permittee shall eliminate illicit discharges as soon as possible and require the immediate cessation of such discharges upon confirmation of responsible parties in accordance with its enforceable legal authorities established pursuant to subsection (B) below. Where elimination of an illicit discharge within sixty (60) days of its confirmation is not possible, the permittee shall establish a schedule for its elimination not to exceed 180 days (six (6) months). The permittee shall immediately commence actions necessary for elimination. The permittee shall diligently pursue elimination of all illicit discharges. In the interim, the permittee shall take all reasonable and prudent measures to minimize the discharge of pollutants to its MS4.
- (iii) The permittee shall develop a program for citizen reporting of illicit discharges. This may include maintaining a website, email list or mailing program that provides clear instructions for the public describing how citizens can submit an illicit discharge report. The reporting program shall provide an email address and/or a phone number or other means for submissions. The permittee shall affirmatively investigate and eliminate any illicit discharges reported to it by any citizen or organization, provided that such report incorporates at least a time and location of an observed discharge. The permittee shall commence inspection of such a reported outfall or manhole promptly after receiving such a report, and incorporate those reported outfalls into its IDDE program subject to all provisions of this subsection (3) and of Appendix B. All citizen reports and the responds to those reports shall be included in the Annual Report.

- (iv) The permittee shall implement outfall screening and an illicit discharge detection protocol pursuant to **Appendix B** to identify, prioritize, and investigate separate storm sewer catchments for suspected illicit discharges of pollutants.
 - (v) The permittee shall maintain a record of illicit discharge abatement activities including, at a minimum: location (identified with an address or latitude and longitude), description, date(s) of inspection, sampling data (if applicable), action(s) taken, date of removal or repair and responsible party(ies). This information shall be included in the permittee's Annual Report pursuant to the Section 6(j) of this permit.
 - (vi) Timelines – permittees shall implement IDDE program elements in accordance with the schedules included in this section and in Appendix B.
- (B) Establish the necessary and enforceable legal authority by statute, ordinance, rules and regulations, permit, easement, contract, order or any other means, to eliminate illicit discharges.
- (i) The legal authority shall:
 - a. prohibit illicit discharges to its storm sewer system and require removal of such discharges consistent with subsection (3)(A), above; and
 - b. control the discharge of spills and prohibit the dumping or disposal of materials including, but not limited to, residential, industrial and commercial wastes, trash, used motor vehicle fluids, pesticides, fertilizers, food preparation waste, leaf litter, grass clippings, and animal wastes into its MS4; and
 - c. authorize fines or penalties and/or recoup costs incurred by the permittee from anyone creating an illicit discharge or spilling or dumping as specified in subsection (3)(A), above. For state and federal institutions, where this provision may conflict with existing rules, regulations, policies, chain of command or other circumstances, alternate provisions for enforcement may be utilized.
 - d. provide any additional legal authorities specified in Section (A)(7)(a) of Appendix B.
 - (ii) Existing 2004 MS4 permittees must establish and implement this legal authority within one year of July 1, 2017.
 - (iii) New MS4 permittees must establish and implement this legal authority on or before two (2) years of July 1, 2017.
- (C) Develop a list (spreadsheet or database) and map or series of maps at a minimum scale of 1"=2000' and maximum scale of 1"=100' showing all stormwater discharges from a pipe or conduit located within and owned or operated by the municipality or institution and all interconnections with other MS4s. The map(s) should, if possible, be developed in a GIS format.

- (i) The list and map(s) shall include for each discharge:
 - a. Type, material, size, and location (identified with a latitude and longitude) of conveyance, outfall or channelized flow (e.g. 24" concrete pipe);
 - b. the name, water body ID and Surface Water Quality Classification of the immediate surface waterbody or wetland to which the stormwater runoff discharges;
 - c. if the outfall does not discharge directly to a named waterbody, the name and water body ID of the nearest named waterbody to which the outfall eventually discharges;
 - d. the name of the watershed, including the subregional drainage basin number (available from CT ECO at www.cteco.uconn.edu) in which the discharge is located; and
 - e. the spreadsheet or database should, if possible, be prepared in a format compatible with Microsoft Excel.
- (ii) For existing 2004 MS4 permittees, this list and mapping must be completed within two (2) years of July 1, 2017.
- (iii) For new MS4 permittees, this list and mapping must commence by July 1, 2017 and be completed within three (3) years of July 1, 2017. The entirety of the municipal or institutional MS4 shall be mapped by June 30, 2022.

(D) For waters for which **Phosphorus, Nitrogen, or Bacteria** is a Stormwater Pollutant of Concern:

- (i) To address septic system failures, the IDDE program shall give highest priority for the IDDE program in areas with the highest potential to discharge bacteria, phosphorus, and nitrogen to the MS4. Such areas shall be identified based on assessment of the following criteria: historic on-site sanitary system failures, proximity to bacteria impaired waters, low infiltrative soils, and shallow groundwater. Consultation with local or state health officials is strongly encouraged. The Annual Report shall include a summary of the program, the number of areas identified with failing systems, actions taken by the permittee to respond to and address the failures, and the anticipated pollutant reduction.

(E) No requirements in addition to those specified in subsections (A) - (C) above exist for discharges to waters for which **Mercury** is a Stormwater Pollutant of Concern.

(4) Construction Site Stormwater Runoff Control

The permittee shall implement and enforce a program to control stormwater discharges (to its MS4) associated with land disturbance or development (including re-development) activities from sites (as defined in the Department's General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities) with one acre or more of soil disturbance, whether considered individually or collectively as part of a larger common plan. Such program shall include the following elements:

(A) Legal Authority

- (i) The permittee shall establish an ordinance, bylaw, regulation, standard condition of approval or other appropriate legal authority that requires:
 - a. developers, construction site operators, or contractors to maintain consistency with the 2002 Guidelines for Soil Erosion and Sedimentation Control, as amended, the Connecticut Stormwater Quality Manual, and all stormwater discharge permits issued by the DEEP within the municipal or institutional boundary pursuant to CGS 22a-430 and 22a-430b;
 - b. the implementation of additional measures to protect/improve water quality (in addition to the above requirements) as deemed necessary by the municipality or institution;
 - c. the permittee to carry out all inspection, surveillance and monitoring procedures necessary to determine compliance with municipal regulations, ordinances or programs or institutional requirements related to the management of the permittee's MS4. Specifically, inspections shall be conducted, where allowed, to inventory the number of privately-owned retention ponds, detention ponds and other stormwater basins that discharge to or receive drainage from the permittee's MS4;
 - d. the owner of a site seeking development approval from the permittee to provide and comply with a long term maintenance plan and schedule to ensure the performance and pollutant removal efficiency of privately-owned retention ponds, detention ponds and other stormwater basins that discharge to or receive discharge from the permittee's MS4 including short-term and long-term inspection and maintenance measures to be implemented by the private owner; and
 - e. the permittee to control through interagency or inter-jurisdictional agreements, the contribution of pollutants between the permittee's MS4 and MS4s owned or operated by others.
- (ii) For existing 2004 MS4 permittees, within two (2) year from the start of the permittee's first fiscal year that begins after July 1, 2017, the permittee shall implement, upgrade (if necessary) and enforce its land use regulations to meet the requirements of subsections 4(A)(i)a. – e. above.
- (iii) For new MS4 permittees, within three (3) years from the start of the permittee's first fiscal year that begins after July 1, 2017, the permittee shall implement, upgrade (if necessary) and enforce its land use regulations (for municipalities) or its construction requirements (for institutions) to meet the requirements of Sections 4(A)(i)a. – e. above.

(B) Interdepartmental Coordination

- (i) The permittee will develop and implement a plan outlining how all municipal or institutional departments and boards with jurisdiction over the review, permitting, or approval of land disturbance and development projects within the MS4 will coordinate their functions with one another.
- (ii) All municipalities and institutions shall implement this measure as of July 1, 2017.

(C) Site Review and Inspection

- (i) The permittee will conduct site plan reviews that incorporate consideration of stormwater controls or management practices to prevent or minimize impacts to water quality.
- (ii) The permittee will conduct site inspection(s) and enforcement to assess the adequacy of the installation, maintenance, operation, and repair of construction and post construction control measures.
- (iii) All municipalities and institutions shall implement this measure as of July 1, 2017.

(D) Public Involvement

- (i) The permittee will implement a procedure for receipt and consideration of information submitted by the public concerning proposed and ongoing land disturbance and development activities.
- (ii) All municipalities and institutions shall implement this procedure as of July 1, 2017.

(E) State Permit Notification

- (i) The permittee will implement a procedure for notifying developers (working in a municipality) or contractors (working for a municipality or an institution) of their potential obligation to obtain authorization under the DEEP's General Permit for the Discharge of Stormwater and Dewatering Wastewaters Associated with Construction Activities ("construction general permit") if their development or redevelopment project disturbs one or more acres of land, either individually or collectively, as part of a larger common plan, and results in a point source discharge to the surface waters of the state directly or through the permittee's MS4. The notification shall include a provision informing the developer/contractor of their obligation to provide a copy of the Storm Water Pollution Control Plan (required by the construction general permit) to the permittee upon request.
- (ii) All municipalities and institutions shall implement this procedure as of July 1, 2017.

(F) For construction discharges to waters for which **Phosphorus, Nitrogen, Bacteria, or Mercury** is a Stormwater Pollutant of Concern no additional measures are included in this section except as may be required by Sections 3(b)(7) or 6(k).

(5) Post-construction stormwater management in new development or redevelopment

(A) Legal Authority

- (i) The permittee shall establish an ordinance, bylaw, regulation, standard condition of approval or other appropriate legal authority that requires, to the MEP, that a developer or contractor seeking the permittee's approval shall consider the use of low impact development ("LID") and runoff reduction site planning and development practices prior to the consideration of other practices in the permittee's land use regulations, guidance or construction project requirements to meet or exceed those LID and runoff reduction practices identified in the Stormwater Quality Manual. Such legal authority shall include the following standards: 1) for redevelopment of sites that are currently developed with Directly Connected Impervious Area (DCIA) of forty percent or more, retain on-site half the water quality volume for the site, or 2) for new development and redevelopment of sites with less than forty percent DCIA, retain the water quality volume for the site, or 3) an alternate retention/treatment standard as outlined in subsections 5(B)(i)-(ii) below. All permittees shall identify and, where appropriate, reduce or eliminate existing local regulatory barriers to implementing LID and runoff reduction practices to the MEP. These may include site planning requirements, zoning regulations, street design regulations, or infrastructure specifications that address minimal dimensional criteria for the creation of roadways, parking lots, and other DCIA. If such barriers cannot be eliminated within the timeframe dictated by subsections 5(A)(ii) and (iii), below, the permittee shall provide in the Annual Report(s) required by Section 6(j) a justification and a revised schedule for implementation.

In establishing the legal authority, the permittee shall consider the following watershed protection elements to manage the impacts of stormwater on receiving waters, except where noted:

- a. Minimize the amount of impervious surfaces (roads, parking lots, roofs, etc.) within each municipality by minimizing the creation, extension, and widening of parking lots, roads, and associated development and encourage the use of Low Impact Development or green infrastructure practices.
- b. Preserve, protect, create and restore ecologically sensitive areas that provide water quality benefits and serve critical watershed functions. These areas may include, but are not limited to; riparian corridors, headwaters, floodplains and wetlands.
- c. Implement stormwater management practices that prevent or reduce thermal impacts to streams, including requiring vegetated buffers along waterways, and disconnecting discharges to surface waters from impervious surfaces such as parking lots.
- d. Seek to avoid or prevent hydromodification of streams and other water bodies caused by development, including roads, highways, and bridges.

- e. Implement standards to protect trees, and other vegetation with important evapotranspirative qualities.
 - f. Implement policies to protect native soils, prevent topsoil stripping, and prevent compaction of soils.
- (ii) For existing 2004 MS4 permittees, the permittee shall consider the elements of this section during regular reviews and implement this requirement no later than four (4) years after July 1, 2017.
 - (iii) For new permittees, the permittee shall consider the elements of this section during regular reviews and implement this requirement no later than five (5) years after July 1, 2017.

(B) Runoff Reduction/Low Impact Development (“LID”) Measures

Pursuant to the requirements of subsection 5(A)(i) above, the permittee shall require the party responsible (i.e. a developer within a municipal boundary or a developer/contractor with the institution) for development and redevelopment projects within its MS4 to:

- (i) For development or redevelopment of sites that are currently developed with Directly Connected Impervious Area (DCIA) of forty percent or more, retain on-site half the water quality volume for the site. In cases where this entire amount cannot be retained, the permittee shall require the responsible party to retain runoff volume to the maximum extent achievable using control measures that are technologically available and economically practicable and achievable in light of best industry practice. In such cases, additional stormwater treatment, to the maximum extent achievable using control measures that are technologically available and economically practicable and achievable in light of best industry practice, shall be required for sediment, floatables and nutrients for the volume above that which can be retained up to the water quality volume. In cases where the runoff reduction requirement cannot be met, the developer/contractor shall submit, for the permittee’s review, a report detailing factors limiting the capability of achieving this goal. In such cases, the permittee shall approve a stormwater mitigation project on another site proposed by the developer/contractor or approve a fee to be deposited into a dedicated account of the permittee for use by the permittee to fund in whole or in part the retrofit of one or more existing DCIA. Unless such fee is established by DEEP, the fee proposed by the developer/contractor should be set in amount approved by the permittee as calculated based on an estimate of the cost necessary to implement the retrofit to achieve a similar amount of runoff reduction to the amount by which the actual amount of runoff reduced fails to achieve the requirement to retain the water quality volume for the site. The report shall include: the measures taken to maximize runoff reduction practices on the site; the reasons why those practices constitute the maximum extent achievable; the alternative retention volume; and a description of the measures used to provide additional stormwater treatment above the alternate volume up to the water quality volume. In the case of linear redevelopment projects (e.g. roadway reconstruction or widening) for the developed portion of the right of way: (1) for projects that may be unable to comply with the full retention standard, the alternate retention and treatment

provisions may also be applied as specified above, or (2) for projects that will not increase the DCIA within a given watershed, the developer/contractor shall implement the additional stormwater treatment measures referenced above, but will not be required to retain half of the water quality volume.

- (ii) For all new development and for redevelopment of sites with less than forty percent DCIA, retain the water quality volume for the site. If there are site constraints that would prevent retention of this volume on-site (e.g. brownfields, capped landfills, bedrock, elevated groundwater, etc.), documentation must be submitted, for the permittee's review and written approval, which: explains the site limitations; provides a description of the runoff reduction practices implemented; provides an explanation of why this constitutes the maximum extent achievable; offers an alternative retention volume; and provides a description of the measures used to provide additional stormwater treatment for sediment, floatables and nutrients above the alternate volume up to the water quality volume. In such cases, the permittee shall approve a stormwater mitigation project on another site proposed by the developer/contractor or approve a fee to be deposited into a dedicated account of the permittee for use by the permittee to fund in whole or in part the retrofit of one or more existing DCIA. Unless such fee is established by DEEP, the fee proposed by the developer/contractor should be set in amount approved by the permittee as calculated based on an estimate of the cost necessary to implement the retrofit to achieve a similar amount of runoff reduction to the amount by which the actual amount of runoff reduced fails to achieve the requirement to retain the water quality volume for the site. Any such treatment shall otherwise be designed, installed and maintained consistent with the Stormwater Quality Manual. In the case of linear projects that do not involve impervious surfaces (e.g. electrical transmission rights-of-way or natural gas pipelines), retention of the water quality volume is not required as long as the post-development runoff characteristics do not differ significantly from pre-development conditions.
- (iii) Consider the limitation of turf areas to those areas necessary to construct buildings, utilities, stormwater management measures, parking, access ways, reasonable lawn areas and contouring necessary to prevent future site erosion,
- (iv) Maintain consistency with the Connecticut Stormwater Quality Manual, or if inconsistent, provide an explanation of why consistency is not feasible or practicable and information that the proposed plan of development is adequately protective.
- (v) In areas served by on-site sewage disposal (septic) systems, the permittee should coordinate with the state or local health official, as appropriate, to confirm that any infiltration measures are appropriately sized, located and constructed in a manner consistent with the Connecticut Department of Public Health's *Technical Standards for Subsurface Sewage Disposal Systems*, Section 19-13-B100A of the Regulations of Connecticut State Agencies and/or DEEP requirements for on-site sewage disposal systems.
- (vi) For existing 2004 MS4 permittees, the permittee shall implement this requirement within two (2) years after July 1, 2017.

- (vii) For new MS4 permittees, the permittee shall implement this requirement within three (3) years from the start of the permittee's first fiscal year that begins after July 1, 2017.

(C) Directly Connected Impervious Area

Using mapping provided by the Commissioner (available at www.ct.gov/deep/municipalstormwater) or other equivalent source, the permittee shall calculate the Directly Connected Impervious Area (DCIA) that contributes stormwater runoff to each of its MS4 outfalls (i.e. catchment area) within three (3) years of July 1, 2017. The DCIA calculation shall be based upon the criteria available through the DEEP stormwater webpage (www.ct.gov/deep/municipalstormwater) and the precise methodology and assumptions shall be described in the permittee's Plan and initial annual report. Each annual report shall document the progress of this task until its completion. The Permittee shall revise its DCIA estimate as development, redevelopment, or retrofit projects effectively add or remove DCIA to its MS4.

(D) Long Term Maintenance

- (i) The permittee shall implement a maintenance plan for ensuring the long-term effectiveness of retention or detention ponds located in the Urbanized Area and those catchment areas of the MS4 with either DCIA of greater than 11% or which discharge to impaired waters and which discharge to, or receive stormwater from, its MS4. This shall include such ponds that are owned by the permittee and all privately-owned ponds where the permittee maintains an easement or other legal authority pursuant to Section 6(a)(4)(A)(i) of this permit. At a minimum, the permittee shall annually inspect all such retention or detention ponds and remove accumulated sediment to restore full solids capture design capacity where found to be in excess of 50% design capacity.
- (ii) The permittee shall implement a maintenance plan for ensuring the long-term effectiveness of stormwater treatment structures or measures (such as swirl concentrators, oil/grit separators, water quality wetlands or swales, etc.) installed within the Urbanized Area and those catchment areas of the MS4 with either DCIA of greater than 11% or which discharge to impaired waters. This shall include structures that are owned by the permittee or those for which the permittee maintains an easement or other legal authority pursuant to Section 6(a)(4)(A)(i) of this permit. At a minimum, the permittee shall annually inspect all such structures/measures and remove accumulated pollutants (such as sediment, oils, leaves, litter, etc.) to restore full solids capture design capacity where found to be in excess of 50% design capacity.
- (iii) For existing 2004 MS4 permittees, the permittee shall implement this requirement within two (2) years of July 1, 2017.
- (iv) For new MS4 permittees, the permittee shall implement this requirement within three (3) years of July 1, 2017.

(E) Additional measures for discharges to impaired waters (with or without a TMDL)

- (i) For waters for which **Nitrogen, Phosphorus or Bacteria** is a Stormwater Pollutant of Concern:

To address erosion and sediment problems noted during the course of conducting the inspections required by subsection D above and identified by other means, the permittee shall develop, fund, implement, and prioritize these problems under the Retrofit program specified in Section 6(a)(6)(B) to correct the problem(s) in a specific timeframe and to establish short term and long term maintenance. Each annual report shall include which problem areas were retrofitted, the cost of the retrofit, and the anticipated pollutant reduction.

- (ii) No requirements in addition to those specified in subsections (A)-(D) above exist for discharges to waters for which **Mercury** is a Stormwater Pollutant of Concern.

(6) Pollution Prevention/Good Housekeeping

The permittee shall implement an operations and maintenance program for permittee-owned or -operated MS4s that has a goal of preventing or reducing pollutant runoff and protecting water quality from all permittee-owned or -operated MS4s.

(A) Employee Training

The existing 2004 MS4 permittees shall continue a formal employee training program to increase awareness of water quality related issues in management of its MS4. New MS4 permittees shall develop this program within two (2) years of July 1, 2017. In addition to providing key staff with topical training regarding standard operating procedures and other activities necessary to comply with the provisions of this permit, the training program shall include establishing an awareness of the general goals and objectives of the Plan; identification and reporting of illicit discharges and improper disposal; and spill response protocols and respective responsibilities of involved personnel.

(B) Infrastructure Repair, Rehabilitation and Retrofit

- (i) The permittee shall repair and rehabilitate its MS4 infrastructure in a timely manner to reduce or eliminate the discharge of pollutants from its MS4 to receiving waters. Priority for repair and rehabilitation shall be based on the following:
 - a. For existing 2004 MS4 permittees, the permittee shall utilize the information developed pursuant to Section 6(a)(6)(A)(v) of the 2004 MS4 permit to fund and implement a program for repairing, retrofitting or upgrading the conveyances, structures and outfalls of the MS4. This program shall be updated based on new information on outfalls discharging pollutants, impaired waters, inspection observations or observations made during outfall mapping pursuant to Section 6(a)(3)(C) of this permit.
 - b. For new MS4 permittees, the permittee shall, within the first three (3) years following July 1, 2017, develop a program to identify conveyances, structures and outfalls in need of repairing, retrofitting or upgrading utilizing new and existing information on outfalls discharging pollutants, impaired waters,

inspection observations or observations made during outfall mapping pursuant to Section 6(a)(3)(C) of this permit.

(ii) Retrofit Program

The goal of the retrofit program is to “disconnect” existing Directly Connected Impervious Areas (DCIA). An area of DCIA is considered disconnected when the appropriate portion of the Water Quality Volume has been retained in accordance with the requirements of Section 6(a)(5)(B)(i) or (ii) of this general permit. This may be accomplished through retrofits or redevelopment projects (public or private) that utilize Low Impact Development (LID) and runoff reduction measures or any other means by which stormwater is infiltrated into the ground or reused for other purposes without a surface or storm sewer discharge. A redevelopment project, as that term is used here and in Section 6(a)(5)(B)(i) and (ii), is one that modifies an existing developed site for the purpose of enhancing, expanding or otherwise modifying its function or purpose. A retrofit project is one that modifies an existing developed site for the primary purpose of disconnecting DCIA. The DCIA calculation performed pursuant to Section 6(a)(5)(C) shall serve as the baseline for the retrofit program required in this section.

a. DCIA Disconnection Tracking

Beginning on July 1, 2017, the permittee shall track on an annual basis the total acreage of DCIA that is disconnected as a result of redevelopment or retrofit projects within the MS4. Tracking the disconnection of DCIA means documenting within a given redevelopment or retrofit project the amount of existing DCIA that is modified such that it is disconnected. This tracking may include disconnections of DCIA from redevelopment or retrofit projects implemented as early as five (5) years prior to July 1, 2017. Any redevelopment or retrofit of an existing developed site, whether public (municipal, state or federal) or private (residential, commercial or industrial) shall be included in this tracking.

Tracking the disconnection of DCIA does not apply for sites that were previously undeveloped as there were no existing impervious surfaces on those sites. The total amount of DCIA that has been disconnected during a given year shall be reported in that year’s Annual Report.

b. Retrofit Planning

On or before the end of third year after July 1, 2017, the permittee shall develop a plan to implement retrofit projects to meet the goals of this section. The permittee shall identify and prioritize sites that may be suitable for retrofit. Considerations for prioritizing retrofit projects may include outfall catchment areas that discharge to impaired waters, areas within the Urbanized Area of the MS4 or catchment areas with greater than eleven percent (11%) DCIA. The permittee shall select from the list of prioritized projects those that it will implement to meet the goals in subparagraph (c) below. In the Annual Report for the third year of this general permit, the permittee shall report on its identification and prioritization process, the selection of the projects to be

implemented, the rationale for the selection of those projects and the total DCIA to be disconnected upon implementation of the projects.

c. Retrofit Schedule

By June 30, 2022, the permittee shall have commenced the implementation of the retrofit projects identified in subparagraph (b), above, with a goal of disconnecting one percent (1%) per year of the permittee's DCIA for the fourth and fifth years of this general permit, or a total of 2%, to the MEP. The two percent (2%) goal may be achieved by compiling the total disconnected DCIA tracked pursuant to subparagraph (a), above, or the retrofit projects designated in subparagraph (b), above, or a combination of the two.

If the two percent (2%) goal will not be met, the permittee shall include in the Annual Report a discussion of what percentage of DCIA will actually be disconnected and why the remainder of the two percent (2%) goal could not be achieved based on the MEP standard outlined in Section 5(b). The permittee shall also provide in the Annual Report for the fifth year of this permit for continuation of the retrofit program and continue such program with a goal to disconnect one percent (1%) of DCIA in each year thereafter.

(C) MS4 Property and Operations Maintenance

Permittee-owned or -operated properties, parks, and other facilities that are owned, operated, or otherwise the legal responsibility of the permittee shall be maintained so as to minimize the discharge of pollutants to its MS4. Such maintenance shall include, but not be limited to:

(i) Parks and open space

The permittee shall optimize the application of fertilizers by municipal employees, institutional staff, or private contractors on lands and easements for which it is responsible for maintenance. Optimization practices considered may include conducting soil testing and analysis to determine soil phosphorus levels, the reduction or elimination of fertilizers, reduction of usage by adhering to the manufacturers' instructions, and use of alternative fertilizers forms (i.e. products with reduced, slow-releasing, or insoluble phosphorus compositions). Additional optimization practices to be considered include: proper storage and application practices (i.e. avoid impervious surfaces), application schedule (i.e. appropriate season or month) and timing (i.e. coordinated with climatic conditions to minimize runoff potential); develop and implement standard operating practices for the handling, storage, application, and disposal of pesticides and herbicides in compliance with applicable state and federal laws; evaluate lawn maintenance and landscaping activities to promote water quality (protective practices include reduced mowing frequencies, proper disposal of lawn clippings, and use of alternative landscaping materials like drought resistant and native plantings); and establish procedures for management of trash containers at parks (scheduled cleanings; sufficient number).

The permittee shall establish practices for the proper disposal of grass clippings and leaves at permittee-owned lands. Clippings shall be composted or otherwise

appropriately disposed. Clippings should not enter the MS4 system or waters of the state.

(ii) Pet waste management

The permittee shall identify locations within its community/institution where inappropriate pet waste management practices are immediately apparent and pose a threat to receiving water quality due to proximity and potential for direct conveyance of waste to its storm system and waters. In such areas, the permittee shall, implement targeted management efforts such as public education and enforcement (e.g. increased patrol for violators). In permittee-owned recreational areas where dog walking is allowed, the permittee shall install educational signage, pet waste baggies, and disposal receptacles (or require carry-out). The permittee shall document its efforts in its annual reports. The permittee should consider including information regarding the scope and extent of its education, compliance, and enforcement efforts (including the number of violations pursued and fines levied or other enforcement taken).

(iii) Waterfowl management

Identify lands where waterfowl congregate and feeding by the public or institutional staff/residents occurs. To raise awareness regarding the water quality impacts, the permittee shall install signage or use other targeted techniques to educate the public about the detrimental impacts of feeding waterfowl (including the resulting feces deposition) and discourage such feeding practices. The permittee shall also implement practices that discourage the undesirable congregation of waterfowl in these areas, or otherwise isolate the direct drainage from these areas away from its storm system and waters.

(iv) Buildings and facilities (schools under the jurisdiction of the permittee, town offices, police and fire stations, pools, parking garages and other permittee-owned or operated buildings or utilities)

Evaluate the use, storage, and disposal of both petroleum and non-petroleum products; ensure, through employee training, that those responsible for handling these products know proper procedures; ensure that Spill Prevention Plans are in place, if applicable, and coordinate with the fire department as necessary; develop management procedures for dumpsters and other waste management equipment; sweep parking lots and keep areas surrounding the facilities clean to minimize runoff of pollutants; and ensure that all interior building floor drains are not connected to the MS4. This permit does not authorize such discharges; wastewaters from interior floor drains must be appropriately permitted.

(v) Vehicles and Equipment

Establish procedures for the storage of permittee-owned or -operated vehicles; require vehicles with fluid leaks to be stored indoors or in contained areas until repaired; evaluate fueling areas owned by the permittee and used by permittee-owned or -operated vehicles and if possible, place fueling areas under cover in order to minimize exposure; establish procedures to ensure that vehicle wash waters are not discharged to the municipal storm sewer system or to surface waters.

This permit does not authorize such discharges; wastewaters from interior floor drains must be appropriately permitted.

(vi) Leaf Management

The permittee shall establish and implement procedures to minimize or prevent the deposition of leaves in catch basins, streets, parking lots, driveways, sidewalks or other paved surfaces that discharge to the MS4. Such procedures shall also apply to leaves collected by the permittee.

(D) Street, Parking & MS4 Maintenance

The permittee shall implement a program to provide for regular inspection and maintenance of permittee-owned or -operated streets, parking areas and other MS4 infrastructure.

(i) Sweeping

- a. Establish and implement procedures for sweeping permittee-owned or -operated streets and parking lots. All streets and parking lots within the Urbanized Area of the MS4, and outside the Urbanized Area within the catchment areas of the MS4 with either DCIA of greater than 11% or which discharge to impaired waters, shall be inspected, swept and/or cleaned (as necessary) with a minimum frequency of once per year in the spring following the cessation of winter maintenance activities (i.e. sanding, deicing, etc.). The procedures shall also include more frequent inspections, cleaning and/or sweeping of targeted areas determined by the permittee to have increased pollutant potential based on the presence of active construction activity or other potential pollutant sources. The permittee shall identify such potential pollutant sources based upon surface inspections, catch basin cleaning or inspection results, land use, winter road deicing and/or sand application, impaired or TMDL waters or other relevant factors as determined by the permittee. If wet dust suppression is conducted, the use of water should be minimized such that a discharge of excess water to surface waters and/or the storm sewer system does not occur.

For streets and parking lots outside the Urbanized Area and outside the catchment areas of the MS4 with either DCIA of greater than 11% or which discharge to impaired waters, including any rural uncurbed streets and parking lots with no catch basins, the permittee shall either meet the minimum frequencies above, or develop and implement an inspection, documentation and targeted sweeping and/or cleaning plan within one (1) year of July 1, 2017, and submit such plan with its year one Annual Report. For new and redeveloped municipal parking lots, evaluate options from reducing stormwater runoff to surface waters and/or the storm sewer system by the installing pervious pavements and/or other measures to promote sheet flow of stormwater.

- b. Ensure the proper disposal of street sweepings in accordance with Department policies, guidance and regulations. Sweepings shall not be discharged back into the storm drain system and/or surface waters.

- c. In its Annual Report, the permittee shall document results of its sweeping program including, at a minimum: a summary of inspection results, curb miles swept, dates of cleaning, volume or mass of material collected, and method(s) of reuse or disposal. The permittee shall also include documentation of any alternate sweeping plan for rural uncurbed streets and any runoff reduction measures implemented.

(ii) Catch Basin Cleaning

The Permittee shall conduct routine cleaning of all catch basins. The Permittee shall track catch basin inspection observations. Utilizing information compiled through its inventory of catch basins, operational staff and public complaints, the Permittee shall optimize routine cleaning frequencies for particular structures or catchment areas as follows to maintain acceptable sediment removal efficiencies:

- a. Inspect all permittee-owned catch basins within the Urbanized Area of the MS4 and outside the Urbanized Area within the catchment areas of the MS4 with either DCIA of greater than 11% or which discharge to impaired waters at least once by the end of the third year following July 1, 2017. Catch basins outside the Urbanized Area and outside the catchment areas of the MS4 with either DCIA of greater than 11% or which discharge to impaired waters shall be inspected by the end of the fifth year following July 1, 2017.
- b. Prioritize inspection and maintenance for permittee-owned catch basins located near impaired waters and construction activities (roadway construction, residential, commercial, or industrial development or redevelopment). Clean catch basins in such areas more frequently if inspection and maintenance activities indicate excessive sediment or debris loadings.
- c. Establish a schedule that the frequency of routine cleaning will ensure that no catch basin at any time will be more than fifty (50) percent full.
- d. If a catch basin sump is more than fifty (50) percent full during two consecutive routine inspections/cleaning events, the permittee shall document that finding, investigate the contributing drainage area for sources of excessive sediment loading, and to the maximum extent practicable, abate contributing sources. The permittee shall describe any actions taken in its Annual Report.
- e. For the purposes of this subsection, an excessive sediment or debris loading is a catch basin sump more than fifty (50) percent full. A catch basin sump is more than 50 percent full if the contents within the sump exceed one half the distance between the bottom interior of the catch basin to the invert of the deepest outlet of the catch basin.
- f. The permittee shall document in the Plan and in the first Annual Report its plan for optimizing catch basin cleaning, inspection plans, or its schedule for gathering information to develop the optimization plan. Documentation shall include metrics and other information used to reach the determination that the established plan for cleaning and maintenance is optimal for the MS4. The permittee shall keep a log of catch basins cleaned or inspected.

- g. The permittee shall report in each Annual Report the total number of catch basins, number inspected, number cleaned, the total volume or mass of material removed from all catch basins and, if practicable, the volume or mass of material removed from each catch basin draining to water quality limited waters.

(E) Snow Management Practices

(i) Deicing Material Management

Develop and implement standard operating practices for the use, handling, storage, application, and disposal of deicing products such as salt and sand to minimize exposure to stormwater; consider means to minimize the use and optimize the application of chloride-based or other salts or deicing product (while maintaining public safety) and consider opportunities for use of alternative materials; for any exterior containers of liquid deicing materials installed after July 1, 2017, provide secondary containment of at least 110% of the largest container or 10% of the total volume of all containers, whichever is larger, without overflow from the containment area.

(ii) Snow and Ice Control Practices

The permittee shall implement and refine its standard operating practices regarding its snow and ice control to minimize the discharge of sand, anti-icing or de-icing chemicals and other pollutants (while maintaining public safety). The permittee shall establish goals for the optimization of sand and/or chemical application rates through the use, where practicable, of automated application equipment (e.g. zero-velocity spreaders), anti-icing and pre-wetting techniques, implementation of pavement management systems, and alternate chemicals. The permittee shall maintain records of the application of sand, anti-icing and/or de-icing chemicals to document the reduction of chemicals to meet established goals. The permittee shall ensure the proper training for deicing applications for municipal employees, institutional staff, or private contractors on lands and easements for which it is responsible for maintenance.

The permittee shall manage and dispose of snow accumulations in accordance with DEEP's Best Management Practices for Disposal of Snow Accumulations from Roadways and Parking Lots, revised 2/4/11 and as amended (see link at: www.ct.gov/deep/stormwater). In its Annual Report, the permittee shall document results of its snow removal program including, at a minimum: the type of staff training conducted on application methods and equipment, type(s) of deicing materials used; lane-miles treated; total amount of each deicing material used; type(s) of deicing equipment used; any changes in deicing practices (and the reasons for the change); and snow disposal methods.

(F) Interconnected MS4s

As part of interagency agreements established pursuant to Section 6(c)(3) of this permit, the Permittee shall coordinate with operators of interconnected MS4s (such as neighboring municipalities, institutions and DOT) regarding the contribution of

potential pollutants from the storm sewer systems, contributing land use areas and stormwater control measures in the respective MS4s. This same coordination shall be conducted regarding operation and maintenance procedures utilized in the respective systems.

(G) Sources contributing pollutants to the MS4

The permittee shall develop and implement a program to control the contribution of pollutants to its MS4 from commercial, industrial, municipal, institutional or other facilities, not otherwise authorized by permit issued pursuant to Sections 22a-430 or 22a-430b of the Connecticut General Statutes.

(H) Additional measures for discharges to impaired waters (with or without a TMDL)

(i) For waters for which **Nitrogen** or **Phosphorus** is a Stormwater Pollutant of Concern:

On Permittee-owned or -operated lands, implement a turf management practices and procedures policy which includes, but is not limited to, procedures for proper fertilizer application and the planting of native plant materials to lessen the amount of turf area requiring mowing and the application of chemicals. Each Annual Report shall discuss the actions taken to implement this policy with an estimate of fertilizer and turf reduction.

(ii) For waters for which **Bacteria** is a Stormwater Pollutant of Concern:

On Permittee-owned or -operated lands with a high potential to contribute bacteria (such as dog parks, parks with open water, sites with failing septic systems), the permittee shall develop, fund, implement, and prioritize a retrofit or source management program to correct the problem(s) within a specific timeframe. Each Annual Report shall identify problem areas for which a retrofit or source management program were developed, the location of the closest outfall monitored in accordance with Section 6(i), the cost of such retrofit or program, and the anticipated pollutant reduction.

On Permittee-owned or -operated lands, prohibit the feeding of geese or waterfowl and implement a program to manage geese and waterfowl populations. Each Annual Report shall discuss the actions taken to implement this program.

(iii) No additional requirements in addition to those specified in subsections (A)-(C) above exist for discharges to waters for which **Mercury** is a Stormwater Pollutant of Concern.

(b) Sharing Responsibility

(1) Qualifying Local Program

The permittee may satisfy the requirement to implement a BMP for a Minimum Control Measure by having a third party implement the BMP.

When a permittee is relying on a third party to implement one or more BMP(s), the permittee shall note that fact in the registration and Annual Report required in Section 6(j), below. If the third party fails to implement the BMP(s), the permittee remains responsible for its implementation.

(Note: For example, if a local watershed organization performs an annual “river clean-up”, this event may be used to satisfy a BMP for the Public Participation and/or the Pollution Prevention and Good Housekeeping Minimum Control Measure.)

(2) Qualifying State or Federal Program

If a BMP or Minimum Control Measure is the responsibility of a third party under another NPDES stormwater permit, the permittee is not required to include such BMP or Minimum Control Measure in its Stormwater Management Plan. The permittee shall reference this qualifying program in their Stormwater Management Plan. However, the permittee is not responsible for its implementation if the third party fails to perform. The permittee shall periodically confirm that the third party is still implementing this measure. If the third party fails to implement the measure, the Stormwater Management Plan may be modified to address the measure, if necessary.

In the case of a permitted municipal industrial activity that is covered by the General Permit for the Discharge of Stormwater Associated with Industrial Activity, the permittee may reference the activity’s Stormwater Pollution Prevention Plan to address a portion of the permittee’s Stormwater Management Plan.

(Note: For example, the permittee may reference a regional mall’s requirement to perform sweeping and catch basin cleaning under the General Permit for the Discharge of Stormwater Associated with Commercial Activity. This third party action may be used to address a portion of the permittee’s requirement under the Good Housekeeping and Pollution Prevention Minimum Control Measure.)

(3) Coordination of Permit Responsibilities

Where a portion of the separate storm sewer system within a municipality is owned or otherwise the responsibility of another municipality, institution or a state or federal agency the entities shall coordinate the development and implementation of their respective Stormwater Management Plans to address all the elements of Section 6. A description of the respective responsibilities for these elements shall be included in the Stormwater Management Plan for each municipality.

(Note: For example, a storm sewer system within a municipality may be operated and maintained by the DOT. In cases such as these, the two entities shall coordinate their Stormwater Management Plans to address the Minimum Control Measures, particularly at the interface between the two storm sewer systems.)

(4) Co-Permitting

When a municipal Regulated Small MS4s is co-located within the corporate boundary of another Regulated Small MS4, the two may, at their discretion, submit a single registration and share a single Plan as co-permittees. In such a case, the Plan shall clearly indicate which co-permittee is responsible for implementing each of the control measures and other elements of the Plan.

(Note: This provision currently applies only to the City of Groton within the Town of Groton and the Borough of Stonington within the Town of Stonington.)

(c) Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control, including related appurtenances, which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes adequate laboratory controls and appropriate quality assurance procedures. Proper operation and maintenance requires the operation of backup or auxiliary facilities or similar systems, installed by a permittee when necessary to achieve compliance with this permit.

(d) Signature Requirements

The Plan shall be signed by the chief elected official or principal executive officer, as those terms are defined in Section 22a-430-3(b)(2) of the Regulations of Connecticut State Agencies. The Plan shall be retained by the chief elected official or principal executive officer and copies retained by MS4 officials or employees responsible for implementation of the Plan.

(e) Plan Review Fee

When submitting a Stormwater Management Plan as requested by the Commissioner pursuant to Section 6(f), below, the permittee shall submit a plan review fee of \$375.

(f) Keeping Plans Current

The permittee shall amend the Plan whenever; (1) there is a change which has the potential to cause pollution of the waters of the state; or (2) the actions required by the Plan fail to prevent pollution of the waters of the state or fail to otherwise comply with any other provision of this general permit; or (3) the Commissioner requests modification of the Plan. The amended Plan shall be completed and all actions required by such Plan shall be completed within a time period determined by the Commissioner.

The Commissioner may notify the permittee in writing at any time that the Plan does not meet one or more of the requirements of this general permit. Within thirty (30) days of such notification, unless otherwise specified by the Commissioner in writing, the permittee shall respond to the Commissioner indicating how they plan to modify the Plan to address these requirements. Within ninety (90) days of this response or within one hundred twenty (120) days of the original notification, whichever is less, unless otherwise specified by the Commissioner in writing, the permittee shall then revise the Plan, perform all actions required by the revised Plan, and shall certify to the Commissioner that the requested changes have been made and implemented. The permittee shall provide such information as the Commissioner requires to evaluate the Plan and its implementation. If at any time the Commissioner finds that

the Plan is not adequate to protect the waters of the state from pollution, the Commissioner may terminate authorization under this permit and require the permittee to submit an individual permit application.

(g) Failure to Prepare or Amend Plan

In no event shall failure to complete or update a Plan in accordance with Sections 5(b) and 6 of this general permit relieve a permittee of responsibility to implement actions required to protect the waters of the state and to comply with all conditions of this general permit.

(h) Plan Review Certification

A copy of the Plan review certification made in accordance with Section 3(b)(9) shall be maintained with the Plan.

(i) Monitoring Requirements

All permittees shall comply with the screening and monitoring requirements in this subsection.

(1) Impaired Waters Outfall Investigation and Monitoring

Regulated Small MS4s that discharge to impaired waters, as identified in Section 6(k) below, must create an inventory of all outfalls that discharge to impaired waters utilizing the list and mapping prepared pursuant to Section 6(a)(3)(C). The permittee shall then screen these outfalls for the pollutant identified as the pollutant of concern for the impairment in accordance with the following procedures. If the permittee has wet weather sampling data for an outfall pursuant to their sampling conducted under the 2004 MS4 permit or other appropriate wet weather sampling, they may use that data for their outfall screening and will not be required to screen that outfall under this general permit.

(A) Outfall Screening for Phosphorus and Nitrogen

The permittee shall screen outfalls from the MS4 identified in Section 6(a)(3)(C) that discharge to impaired waters for which phosphorus or nitrogen is the pollutant of concern. The permittee may take a sample at the outfall during any rain event that results in a discharge from the outfall in accordance with subsection (2), below. This screening shall be conducted for all such outfalls at least once during the term of this general permit in accordance with subparagraphs (i) and (ii) below.

(i) Nitrogen Screening

The permittee may use a portable nitrogen meter to take a field reading during the wet weather discharge. If the nitrogen reading exceeds the following threshold, the outfall shall be identified for follow-up investigation pursuant to subsection (D) below.

Total Nitrogen > 2.5 mg/l

(ii) Phosphorus Screening

The permittee may use a portable phosphorus meter to take a field reading during the wet weather discharge. If the phosphorus reading exceeds the following threshold, the outfall shall be identified for follow-up investigation pursuant to subsection (D) below.

Total Phosphorus > 0.3 mg/l

(B) Outfall Screening for Bacteria

The permittee shall screen outfalls from the MS4 that discharge to impaired waters for which bacteria is the pollutant of concern. The permittee may take a sample at the outfall during any rain event that results in a discharge from the outfall in accordance with subsection (2), below. The sample shall be analyzed for the following:

- E. coli and Total Coliform (col/100ml) (for discharges to Class AA, A and B surface waters)
- Fecal coliform and Enterococci (col/100ml) (for discharges to Class SA and SB surface waters)

The outfall shall be identified for follow-up investigation pursuant to subsection (D) below if any of the following conditions apply:

- E. coli >235 col/100ml for swimming areas and >410 col/100ml for all others, or
- Total Coliform >500 col/100ml, or
- Fecal coliform >31 col/100ml for Class SA and >260 col/100ml for Class SB, or
- Enterococci >104 col/100ml for swimming areas and >500 col/100ml for all others.

If the permittee can document that bacteria levels at an outfall that exceed these levels are solely the result of natural sources of bacteria, they are not required to conduct a follow-up investigation for that outfall. Natural sources may include wildlife or runoff from undeveloped wooded areas but do not include pet waste or waterfowl congregating at parks, ponds or other attractive nuisance areas.

(C) Outfall Screening for Other Pollutants of Concern

The permittee shall screen outfalls from the MS4 identified in Section 6(a)(3)(C) that discharge to impaired waters for which pollutants other than phosphorus, nitrogen or bacteria are listed as the pollutant of concern. The permittee shall take a sample at the outfall and in-stream immediately upstream or otherwise outside the influence of the outfall. The sample may be taken during any rain event that results in a discharge from the outfall in accordance with subsection (2), below. These samples shall be analyzed for turbidity. The permittee may use a field turbidity meter for these analyses. If the

outfall sample is more than 5 NTU greater than the in-stream sample, the outfall shall be identified for follow-up investigation pursuant to subsection (D) below.

(D) Follow-up Investigations

The permittee shall conduct follow-up investigations for the drainage areas associated with the outfalls identified as potentially contributing to an impairment as a result of the analyses conducted pursuant to subsections (A) – (C), above.

(i) Drainage Area Investigation

The permittee shall investigate activities within the drainage area contributing to each outfall identified for follow-up investigation pursuant to subsections (A) – (C), above. This investigation shall include factors potentially associated with the cause of the related stream impairment. Such factors may include: land use or development patterns; business or commercial activities; industrial activities; DCIA; natural contributors; potential MS4 maintenance issues; residential activities; and any other activities identified by the permittee as potentially contributing to the related impairment.

(ii) Control Measure Implementation

In each outfall drainage area identified for follow-up investigation pursuant to subsections (A) – (C), above, the permittee shall implement a BMP program focusing on the impaired waters provisions of each of the Control Measures in Section 6(a) of this general permit and on the findings of the drainage area investigation in subparagraph (i), above.

(iii) Prioritized Outfall Monitoring

Once outfall screening has been completed for at least half of the outfalls identified pursuant to this section, the permittee shall utilize the screening results to select six (6) of the highest contributors of any of the pollutants of concern. These six outfalls shall be sampled annually for the appropriate pollutant of concern in accordance with the schedule in subsection (E), below. If more than one pollutant of concern is identified for any monitored outfall (i.e. more than one impairment), all of these pollutants shall be monitored. If fewer than six outfalls were identified for follow-up investigation, all of these outfalls shall be monitored, but no more than six.

(E) Schedule

(i) Impaired Waters Discharge Mapping

Inventory and mapping of discharges to impaired waters prepared pursuant to this section shall be completed within two (2) years from July 1, 2017 for existing 2004 MS4 permittees and within three (3) years from July 1, 2017 for new MS4 permittees.

(ii) Outfall Screening

Outfall screening pursuant to subsections (A) – (C) shall begin within one (1) year of July 1, 2017 for existing 2004 MS4 permittees and two (2) years for new MS4 permittees. At least fifty percent (50%) of these outfalls shall be screened no later than the end of the third year following July 1, 2017 for existing 2004 MS4 permittees and no later than the end of the fourth year for new MS4 permittees. All such outfalls shall be screened by June 30, 2022.

(iii) Follow-up Investigations

The permittee shall commence follow-up investigations identified pursuant to subsection (D), above, no later than two (2) years following July 1, 2017 for existing 2004 MS4 permittees and three (3) years for new MS4 permittees.

(iv) Prioritized Outfall Monitoring

The permittee shall commence annual monitoring of the six outfalls identified pursuant to subsection (D)(iii), above, no later than beginning of the fourth year following July 1, 2017 for existing 2004 MS4 permittees and no later than the beginning of the fifth year for new MS4 permittees.

(F) Reporting

The permittee shall report on the progress of their impaired waters investigation and monitoring program in their Annual Report beginning in the second year following July 1, 2017. The report shall include a listing of the outfalls screened during the year, the number of outfalls identified for follow-up investigation, the progress of drainage area investigations, a description of the control measure implementation for the different impairments, identification of the six outfalls to be monitored, and the results of the prioritized outfall monitoring.

(2) Stormwater Monitoring Procedures

(A) Wet Weather Outfall Monitoring

Samples shall be collected from discharges resulting from any rain storm that produces a discharge from the outfall(s) being monitored and that occurs at least 48 hours after any previous rain storm that produced a discharge from the outfall. Runoff events resulting from snow or ice melt alone cannot be used to meet these monitoring requirements. However, monitoring may be conducted during a rain event that may include insignificant amounts of snow or ice melt. Monitoring shall consist of a single grab sample taken within the first six (6) hours of discharge from the outfall.

(B) Rain Event Information

The following information shall be collected for the rain events during which monitoring is conducted:

- (i) The date, temperature, time of the start of the discharge, time of sampling, and magnitude (in inches) of the rain event sampled.

- (ii) The duration between the rain event sampled and the end of the previous measurable (greater than 0.1 inch rainfall) rain event.

(C) Test Procedures

Unless otherwise specified in this permit, all pollutant parameters shall be tested according to methods prescribed in Title 40, CFR, Part 136 (1990). Laboratory analyses must be consistent with Connecticut Reasonable Confidence Protocols.

(j) Reporting & Record Keeping Requirements

- (1) The permittee shall keep records required by this permit for at least 5 years following its expiration or longer if requested by the Commissioner in writing. Such records, including the Stormwater Management Plan, shall be available to the public at reasonable times during regular business hours.

(2) Annual Report

By April 1 of each year, the permittee shall submit an Annual Report for the preceding calendar year electronically to the Department. The DEEP MS4 stormwater webpage (www.ct.gov/deep/municipalstormwater) will provide guidance on Annual Report submittal. The Annual Report must be in Microsoft Word®, Adobe Acrobat® or other format acceptable to the Commissioner. In the event that electronic submission is not available or possible, please contact the Stormwater Section at (860) 424-3025.

The report shall include:

(A) The Annual Report review fee is \$375.00.

- (i) The fees for municipalities shall be half of those indicated above pursuant to section 22a-6(b) of the Connecticut General Statutes. State and Federal agencies shall pay the full fees specified in this subsection.

(B) A written discussion of the status of compliance with this general permit including, but not limited to:

- (i) a listing and brief description (including, where appropriate, the address or latitude and longitude) of all BMPs within each Minimum Control Measure;
- (ii) any reporting requirements enumerated in the controls measures sections 6(a) and its subsections;
- (iii) an implementation schedule for each BMP and an indication of whether or not the BMP or any portion of the BMP was scheduled to be implemented during the year covered by the Annual Report;
- (iv) the status of implementation for each BMP scheduled to be completely or partially implemented during the year covered by the Annual Report, including an assessment of the appropriateness of the BMP and progress towards achieving the implementation dates and measurable goals for that BMP;

- (v) for any portion of a BMP implementation scheduled for the year covered by the Annual Report that was *not* completed as scheduled, a discussion of the circumstances and reasons for non-implementation, a modified implementation schedule, and, if necessary, a modified or alternate BMP to replace the BMP not implemented including the rationale for such modification or alternate BMP;
 - (vi) the overall status of each of the six categories of the Minimum Control Measures and a discussion of the effectiveness of each category in achieving its goals;
 - (vii) a discussion of any changes to personnel responsible for the Plan or BMP implementation;
 - (viii) a description of any new BMPs added to the Plan during the year including a description of the BMP, the reason or rationale for adding the BMP, the timeline for implementation, the party responsible for implementation and the measurable goal for the BMP and, where appropriate, the location for each BMP, including the address and latitude and longitude;
 - (ix) a discussion of the progress and status of the MS4's IDDE program (see Section 6(a)(3)) including outfall screening, mapping, drainage area evaluation and prioritization, illicit discharge tracking activities, IDDP field monitoring results, number and type of illicit discharges detected, and number of illicit discharges eliminated;
 - (x) a discussion of measures included in the Plan for the control of discharges to impaired waters (see Section 6(k) below) including a list of BMPs in the Minimum Control Measures that are targeted for such discharges, progress in implementing these measures, any evaluation of the effectiveness of these measures in meeting the goals of the Plan's impaired waters program, and any new or modified BMPs to be added to the Plan to improve its effectiveness;
 - (xi) a discussion of the MS4's stormwater monitoring program describing the status of monitoring for the year of the report, the overall status of the monitoring program, a summary of the findings, any significant observations regarding the results, any modifications to the Plan as a result of the monitoring results; and
 - (xii) a discussion of any planned BMP implementation in the coming year, including a discussion of any new or modified BMPs planned for future implementation.
- (C) All monitoring data collected and analyzed pursuant to Section 6(i).
- (D) All other information collected and analyzed, including data collected under the Illicit Discharge Detection Protocol (Appendix B), during the reporting period.

(k) Discharges to Impaired Waters or Water bodies subject to a Pollutant Load Reduction within a TMDL

MS4s that discharge to impaired waters (with or without a TMDL), waters for which nitrogen, phosphorus, bacteria or mercury are stormwater pollutants of concern, or waters which have pollution load reductions specified within a TMDL are required to meet certain criteria identified in this section and other sections of this general permit.

(1) Existing Discharge to an Impaired Water without an Established TMDL

If the permittee discharges to an impaired water without an established TMDL, the permittee must follow:

- (A) For waters for which Phosphorus, Nitrogen, Bacteria, or Mercury are stormwater pollutants of concern, the control measures in Section 6(a) and the screening and monitoring requirements of Section 6(i)(1),
- (B) For all other impairments, implement control measures to reduce the discharge of the pollutant(s) associated with the impairment and follow the requirements of Section 6(i)(1)(C), or as directed by the Commissioner.

(2) Existing Discharge to a Water with an Established TMDL or with a Pollutant Load Reduction specified within the TMDL

If the permittee discharges to a water included in a TMDL, the permittee must follow:

- (A) For waters for which Phosphorus, Nitrogen, Bacteria, or Mercury is a stormwater pollutant of concern, the control measures in Section 6(a) and the screening and monitoring requirements of Section 6(i)(1),
- (B) For all other discharges subject to a pollutant load reduction contained within a TMDLs, implement control measures to be consistent with the Waste Load Allocation in the specific TMDL. The permittee must also conduct the appropriate screening and monitoring in accordance with Section 6(i)(1).
- (C) The permittee shall implement BMPs as necessary to achieve the Waste Load Allocation, Load Allocation or Water Quality Targets specified within the TMDL (see Appendix D).

(3) New Discharge to an Impaired Water without an Established TMDL

If a new discharge to an impaired water without a TMDL is authorized pursuant to the conditions of Section 3(b)(7), the permittee must implement and maintain any control measures or conditions on the site that enabled such authorization, and modify such measures or conditions as necessary to maintain such authorization. The permittee must also maintain compliance with this subsection and Section 6(i) and maintain documentation of these measures and conditions in their Plan.

(4) New Discharge to a Water with an Established TMDL or with a Pollutant Load Reduction specified within the TMDL

If a new discharge to a water with a TMDL or with a pollutant load reduction established within the TMDL is authorized pursuant to the conditions of Section 3(b)(7), the permittee must follow the discharge requirements consistent with the applicable Wasteload Allocations, Load Allocations or Water Quality Targets for that TMDL. The permittee must also conduct the appropriate screening and monitoring in accordance with Section 6(i)(1) and maintain documentation of these measures and conditions in their Plan.

Section 7. Additional Requirements of this General Permit

(a) Regulations of Connecticut State Agencies Incorporated into this General Permit

The permittee shall comply with all laws applicable to the subject discharges, including but not limited to, the following Regulations of Connecticut State Agencies which are hereby incorporated into this general permit, as if fully set forth herein:

(1) Section 22a-430-3:

Subsection (b) General - subparagraph (1)(D) and subdivisions (2), (3), (4) and (5)
Subsection (c) Inspection and Entry
Subsection (d) Effect of a Permit - subdivisions (1) and (4)
Subsection (e) Duty to Comply
Subsection (f) Proper Operation and Maintenance
Subsection (g) Sludge Disposal
Subsection (h) Duty to Mitigate
Subsection (i) Facility Modifications, Notification - subdivisions (1) and (4)
Subsection (j) Monitoring, Records and Report Requirements - subdivisions (1), (6), (7), (8), (9) and (11) (except subparagraphs (9) (A) (2) and (9) (c))
Subsection (k) Bypass
Subsection (m) Effluent Limitation Violations
Subsection (n) Enforcement
Subsection (p) Spill Prevention and Control
Subsection (q) Instrumentation, Alarms, Flow Recorders
Subsection (r) Equalization

(2) Section 22a-430-4

Subsection (t) Prohibitions
Subsection (p) Revocation, Denial, Modification
Appendices

(b) Reliance on Registration

In evaluating the permittee's registration, the Commissioner has relied on information provided by the permittee. If such information proves to be false or incomplete, the permittee's authorization may be suspended or revoked in accordance with law, and the Commissioner may take any other legal action provided by law.

(c) Duty to Correct and Report Violations

Upon learning of a violation of a condition of this general permit, a permittee shall immediately take all reasonable action to determine the cause of such violation, correct and mitigate the

results of such violation and prevent further such violation. The permittee shall report in writing such violation and such corrective action to the Commissioner within five (5) days of the permittee's learning of such violation. Such information shall be filed in accordance with the certification requirements prescribed in Section 7(e) of this general permit.

(d) Duty to Provide Information

If the Commissioner requests any information pertinent to the authorized activity or to compliance with this general permit or with the permittee's authorization under this general permit, the permittee shall provide such information within thirty (30) days of such request. Such information shall be filed in accordance with the certification requirements prescribed in Section 7(e) of this general permit.

(e) Certification of Documents

Any document, including but not limited to any notice, information or report, which is submitted to the Commissioner under this general permit shall be signed by the chief elected official or principal executive officer of the municipality or institution, and by the individual or individuals responsible for actually preparing such document, each of whom shall certify in writing as follows:

“I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that a false statement made in this document or its attachments may be punishable as a criminal offense, in accordance with Section 22a-6 of the Connecticut General Statutes, pursuant to Section 53a-157b of the Connecticut General Statutes, and in accordance with any other applicable statute.”

(f) Date of Filing

For purposes of this general permit, the date of filing with the Commissioner of any document is the date such document is received by the Commissioner. The word “day” as used in this general permit means the calendar day; if any date specified in the general permit falls on a Saturday, Sunday, or legal holiday, such deadline shall be the next business day.

(g) False Statements

Any false statement in any information submitted pursuant to this general permit may be punishable as a criminal offense, in accordance with Section 22a-6, under Section 53a-157b of the Connecticut General Statutes.

(h) Correction of Inaccuracies

Within fifteen days after the date the permittee becomes aware of a change in any information in any material submitted pursuant to this general permit, or becomes aware that any such information is inaccurate or misleading or that any relevant information has been omitted, the permittee shall correct the inaccurate or misleading information or supply the omitted information in writing to the Commissioner. Such information shall be filed in accordance with the certification requirements prescribed in Section 7(e) of this general permit.

(i) Other Applicable Law

Nothing in this general permit shall relieve the permittee of the obligation to comply with any other applicable federal, state and local law, including but not limited to the obligation to obtain any other authorizations required by such law.

(j) Other Rights

This general permit is subject to and does not derogate any present or future rights or powers of the State of Connecticut and conveys no rights in real or personal property nor any exclusive privileges, and is subject to all public and private rights and to any federal, state, and local laws pertinent to the property or activity affected by such general permit. In conducting any activity authorized hereunder, the permittee may not cause pollution, impairment, or destruction of the air, water, or other natural resources of this state. The issuance of this general permit shall not create any presumption that this general permit should or will be renewed.

Section 8. Commissioner's Powers

(a) Abatement of Violations

The Commissioner may take any action provided by law to abate a violation of this general permit, including but not limited to penalties of up to \$25,000 per violation per day under Chapter 446k of the Connecticut General Statutes, for such violation. The Commissioner may, by summary proceedings or otherwise and for any reason provided by law, including violation of this general permit, revoke a permittee's authorization hereunder in accordance with Sections 22a-3a-2 through 22a-3a-6, inclusive, of the Regulations of Connecticut State Agencies. Nothing herein shall be construed to affect any remedy available to the Commissioner by law.

(b) General Permit Revocation, Suspension, or Modification

The Commissioner may, for any reason provided by law, by summary proceedings or otherwise, revoke or suspend this general permit or modify to establish any appropriate conditions, schedules of compliance, or other provisions which may be necessary to protect human health or the environment.

(c) Filing of an Individual Application

If the Commissioner notifies a permittee in writing that such permittee shall obtain an individual permit under Section 22a-430 of the Connecticut General Statutes if he wishes to continue lawfully conducting the authorized activity, the permittee shall file an application for an individual permit within thirty (30) days of receiving the Commissioner's notice, or at such other date as the Commissioner may allow. While such application is pending before the Commissioner, the permittee shall comply with the terms and conditions of this general permit and the subject approval of registration. If the Commissioner issues an individual permit to a permittee under this general permit, this general permit, as it applies to such permittee, shall automatically terminate on the date such individual permit is issued. Nothing herein shall affect the Commissioner's power to revoke a permittee's authorization under this general permit at any time.

Issued: September 29, 2023

Date


Tracy Babbidge
Acting Deputy Commissioner

Appendix A – Small MS4 Municipalities

Connecticut Municipalities with >1,000 People in Urbanized Areas		
Ansonia	Avon	Beacon Falls
Berlin	Bethany	Bethel
Bloomfield	Bolton	Branford
Bridgeport	Bristol	Brookfield
Brooklyn*	Burlington	Canton
Cheshire	Chester	Clinton
Cromwell	Danbury	Darien
Deep River	Derby	Durham
East Granby	East Hartford	East Haven
East Lyme	East Windsor	Easton
Ellington	Enfield	Essex
Fairfield	Farmington	Glastonbury
Granby	Greenwich	Griswold
Groton (City)	Groton (Town)	Guilford
Haddam*	Hamden	Hartford
Hebron	Killingly*	Ledyard
Lisbon	Madison	Manchester
Marlborough	Meriden	Middlebury
Mansfield*	Middlefield	Middletown
Milford	Monroe	Montville
Naugatuck	New Britain	New Canaan
New Fairfield	New Hartford*	New Haven
New London	New Milford	Newington
Newtown	North Branford	North Haven
Norwalk	Norwich	Old Lyme
Old Saybrook	Orange	Oxford
Plainfield*	Plainville	Plymouth
Portland	Prospect	Putnam
Redding	Ridgefield	Rocky Hill
Seymour	Shelton	Simsbury
Somers	South Windsor	Southbury
Southington	Sprague*	Stonington (Town & Borough)
Stratford	Suffield	Thomaston
Thompson	Tolland	Trumbull
Vernon	Wallingford	Waterbury
Waterford	Watertown	West Hartford
West Haven	Westbrook	Weston
Westport	Wethersfield	Wilton
Willington*	Windsor	Windsor Locks
Wolcott	Woodbridge	Woodbury

* Designates New (as of 2017) MS4 Permittees

Appendix B
Illicit Discharge Detection and Elimination (IDDE) Program Protocol

(A) Illicit Discharge Detection and Elimination (IDDE) Program

Objective: The permittee shall implement an IDDE program to systematically find and eliminate sources of non-stormwater discharges to its MS4 and implement procedures to prevent such discharges.

During the development of the new components of the IDDE program required by this permit, permittees previously authorized by the permit issued January 9, 2004 must continue to implement their existing IDDE program required by that permit to detect and eliminate illicit discharges to their MS4.

(1) Definitions and Prohibitions

The permittee shall prohibit illicit discharges and sanitary sewer overflows (SSOs) to its MS4 and require removal of such discharges consistent with subsections (2) and (4), below.

An SSO is a discharge of untreated sanitary wastewater from a municipal sanitary sewer.

An illicit discharge is any discharge to an MS4 that is not composed entirely of stormwater, *except*:

- (a) discharges authorized under a separate NPDES permit that authorize a discharge to the MS4
- (b) non-stormwater discharges allowed by Section 3(a)(2) of this general permit

(2) Elimination of Illicit Discharges

- (a) Upon detection, the permittee shall eliminate illicit discharges as soon as possible and require the immediate cessation of such discharges upon confirmation of responsible parties in accordance with its enforceable legal authorities established pursuant to subsection (B) below. Where elimination of an illicit discharge within sixty (60) days of its confirmation is not possible, the permittee shall establish a schedule for its elimination not to exceed 180 days (six (6) months). The permittee shall immediately commence actions necessary for elimination. The permittee shall diligently pursue elimination of all illicit discharges. In the interim, the permittee shall take all reasonable and prudent measures to minimize the discharge of pollutants to its MS4.
- (b) The period between identification and elimination of an illicit discharge is not a grace period. Discharges from an MS4 that are mixed with an illicit discharge are not authorized by this general permit, are unlawful, and remain unlawful until eliminated.

(3) Non-Stormwater Discharges

The permittee may presume that the sources of non-stormwater listed in Section 3(a)(2) of this permit need not be addressed. However, if the permittee identifies any of these sources as significant contributors of pollutants to the MS4, then the permittee shall implement measures to control these sources so they are no longer significant contributors of pollutants, and/or eliminate them entirely, consistent with this appendix.

(4) Sanitary Sewer Overflows

- (a) Upon detection of an SSO the permittee shall eliminate it as expeditiously as possible and take interim mitigation measures to minimize the discharge of pollutants to and from its MS4 until elimination is completed.
- (b) The permittee shall identify all known locations where SSOs have discharged to the MS4 within the previous five years. This shall include SSOs resulting, during dry or wet weather, from inadequate conveyance capacities, or where interconnectivity of the storm and sanitary sewer infrastructure allows for communication of flow between the systems. Within 120 days of July 1, 2017, the permittee shall develop an inventory of all identified SSOs indicating:
 - Location (approximate street crossing/address and receiving water, if any);
 - A clear statement of whether the discharge entered a surface water directly or entered the MS4;
 - Date(s) and time(s) of each known SSO occurrence (i.e. beginning and end of any known discharge);
 - Estimated volume(s) of the occurrence;
 - Description of the occurrence indicating known or suspected cause(s);
 - Mitigation and corrective measures completed with dates implemented; and
 - Mitigation and corrective measures planned with implementation schedules.

The permittee shall maintain the inventory as a part of the Plan and update the inventory annually.

- (c) The permittee shall provide written notice to the Commissioner within five (5) days of becoming aware of the SSO occurrence and shall include the information in the updated inventory. The notice shall contain all of the information listed in subsection (b), above.
- (d) The permittee shall include and update the SSO inventory in its annual report, including the status of mitigation and corrective measures implemented by the permittee to address each SSO identified pursuant to this appendix.
- (e) The period between identification and elimination of a discharge from the SSO to the MS4 is not a grace period. Discharges from an MS4 that are mixed with an SSO are not authorized by this general permit, are unlawful and remain unlawful until eliminated.

(5) Outfall/Interconnection Inventory

The permittee shall develop an outfall and interconnection inventory that identifies each outfall and interconnection discharging from the MS4, records its location and condition, and provides a framework for tracking inspections, screenings and other activities under the permittee's IDDE program pursuant to Section 6(a)(3) of this general permit.

- (a) An outfall means a point source as defined by 40 CFR § 122.2 and in Section 2 of this general permit as the point where the MS4 discharges to waters of the state. An outfall does not include open conveyances connecting two separate storm sewers or pipes, tunnels or other conveyances that connect segments of the same stream or other waters of the state and that are used to convey waters of the state. However, it is strongly recommended that a permittee inspect all accessible portions of the system as part of this process. Culverts longer than a simple road

crossing shall be included in the inventory unless the permittee can confirm that they are free of any connections and simply convey waters of the state.

An interconnection means the point where the permittee's MS4 discharges to another MS4 or other storm sewer system, through which the discharge is conveyed to waters of the state or to another storm sewer system and eventually to a water of the state.

- (b) The permittee shall complete its outfall and interconnection inventory in accordance with the timelines in Sections 6(a)(3)(C)(ii) and (iii) and shall include the progress of this inventory in each annual report. The inventory shall be updated annually to include data collected in connection with the dry weather screening under subsection (7(d)), below, and other relevant inspections conducted by the permittee.
- (c) The inventory shall include the following information: unique identifier, receiving water, date of most recent inspection, dimensions, shape, material (concrete, PVC), spatial location (latitude and longitude with a minimum accuracy of +/-30 feet, physical condition and indicators of potential non-stormwater discharges (including presence or evidence of suspect flow and sensory observations such as odor, color, turbidity, floatables, or oil sheen) as of the most recent inspection.

(6) System mapping

The permittee shall develop a revised and more detailed map than was required by the previous permit issued January 9, 2004. This revised map of the MS4 shall include, at a minimum, parts of the MS4 within the Urbanized Area and those catchment areas of the MS4 with either DCIA of greater than 11% or which discharge to impaired waters ("priority" areas). This map shall be completed within three (3) years of July 1, 2017 for existing 2004 MS4 permittees and by June 30, 2022 for new 2017 MS4 permittees. This permit does not provide additional time for existing 2004 MS4 permittees for completion of the mapping that was required by the previous permit.

- (a) The mapping shall include, at a minimum, a depiction of the permittee's separate storm sewer system in the priority areas described above. The mapping is intended to facilitate the identification of key infrastructure and factors influencing proper system operation, and the potential for illicit sanitary sewer discharges. The map shall include the required infrastructure and water resources information as indicated in subparagraph (i), below, and shall include the information in subparagraph (ii), below, where available. The Commissioner also recommends the inclusion of additional items as indicated in subparagraph (iii), below.

(i) Required mapping elements

- Municipal separate storm sewer system
 - outfalls and receiving waters (required by previous permit)
 - pipes
 - open channel conveyances (swales, ditches, etc.)
 - catch basins
 - manholes
 - interconnections with other MS4s and other storm sewer systems
 - municipally-owned stormwater treatment structures (e.g. detention and retention basins, infiltration systems, bioretention areas, water quality swales, gross particle separators, oil/water separators, or other proprietary systems)

- Catchment delineations as defined in Section 2 for use in priority rankings required in subsection (7)(c), below, or prioritizing BMP retrofits.
- Waterbodies identified by name and indication of all use impairments as identified on the most recent Integrated Water Quality Report pursuant to Clean Water Act section 303(d) and 305(b).

(ii) Elements required where available

- Municipal sanitary sewer system;
- Municipal combined sewer system, if applicable

(iii) Recommended elements

- Storm sewer material, size and age.
 - Sanitary sewer system material, size and age
 - Where a municipal sanitary sewer system exists, properties known or suspected to be served by a septic system, especially in high-density urban areas
 - Area where the permittee's MS4 has received or could receive flow from septic system discharges (e.g. areas with poor soils, or high ground water elevations unsuitable for conventional subsurface disposal systems)
 - Seasonal high water table elevations impacting sanitary alignments
 - Topography
 - Orthophotography
 - Alignments, dates and representation of work completed (with legend) of past illicit discharge investigations (e.g. flow isolation, dye testing, CCTV)
 - Locations of suspected, confirmed and corrected illicit discharges (with dates and flow estimates)
- (b) The mapping may be produced by hand or through computer-aided methods (e.g. GIS). The required scale and detail of the map shall be appropriate to facilitate a rapid understanding of the system by the permittee and the Commissioner. In addition, the mapping shall serve as a planning tool for the implementation and phasing of the IDDE program and demonstration of the extent of complete and planned investigations and corrections. The permittee shall update the mapping as necessary to reflect newly discovered information and required corrections or modifications.
- (c) The permittee shall report on the progress towards the completion of the map required by this permit in each annual report.

(7) Written Illicit Discharge Detection and Elimination Program

The IDDE program shall be recorded in a written document pursuant to Section 6(a)(3) of the general permit. The IDDE program shall include each of the elements described in subsections (a) – (h), below, unless the permittee provides a written explanation within the IDDE program as to why a particular element is not applicable to the permittee.

Notwithstanding the permittee's explanation, the Commissioner may at any time determine that a particular element is in fact applicable to the permittee and require the permittee to add it to the IDDE program. The written IDDE program shall be completed within one (1) year of July 1, 2017 for existing 2004 MS4 permittees and within two (2) years of July 1, 2017 for new MS4 permittees.

The permittee shall implement the IDDE program in accordance with the goals and milestones set forth in subsection (8), below.

(a) Legal Authority

The IDDE program shall provide that the permittee has adequate legal authority to accomplish the following tasks: prohibit illicit discharges; investigate suspected illicit discharges; eliminate illicit discharges, including discharges from properties not owned by or controlled by the MS4 that discharge into the MS4 system; and implement appropriate enforcement procedures and actions. Adequate legal authority consists of a currently effective ordinance, by-law, or other regulatory mechanism. For existing 2004 MS4 permittees, the ordinance, by-law, or other regulatory mechanism was a requirement of that permit and was required to be effective by January 8, 2009. These permittees shall update their IDDE legal authority within one year of July 1, 2017. New MS4 permittees must establish this legal authority on or before two (2) years of July 1, 2017. The written IDDE program shall include a reference or citation of the authority the permittee will use to implement all aspects of the IDDE program.

(b) Statement of IDDE Program Responsibilities

The permittee shall establish a written statement that clearly identifies responsibilities with regard to eliminating illicit discharges. The statement shall identify the lead permittee agency(ies), department(s) or personnel responsible for implementing the IDDE Program as well as any other agencies, departments or personnel that may have responsibilities for aspects of the program (e.g. state or local health officials responsible for overseeing septic system construction; sanitary sewer system staff; inspectional services for enforcing plumbing codes; town counsel responsibilities in enforcement actions, institutional support staff etc.). Where multiple departments, agencies or personnel have responsibilities with respect to the IDDE program specific areas of responsibility shall be defined and processes for coordination and data sharing shall be established and documented.

(c) Assessment and Priority Ranking of Catchments

The permittee shall assess and priority rank the catchments, delineated as required by subsection (6)(a), above, in terms of their potential to have illicit discharges and SSOs and the related public health significance. This ranking will determine the priority order for screening of outfalls and interconnections pursuant to subsection (d), below, catchment investigations for evidence of illicit discharges and SSOs pursuant to subsection (e), below, and provides the basis for determining permit milestones pursuant to subsection (8), below.

(i) The permittee shall classify each catchment into one of the following categories:

- Excluded catchments: Catchments with no potential for illicit discharges may be excluded from the IDDE program. This category is limited to roadway drainage in undeveloped areas with no dwellings and no sanitary sewers; drainage for athletic fields, parks or undeveloped green space and associated parking without services; cross-country drainage alignments (that neither cross nor are in proximity to sanitary sewer alignments) through undeveloped land.
- Problem Catchments: Catchments with known or suspected contributions of illicit discharges based on existing information shall be designated as Problem Catchments. This shall include any catchments where previous outfall/interconnection screening indicates sewer input based on olfactory/visual evidence or sampling results (ammonia

≥ 0.5 mg/l, surfactants ≥ 0.25 mg/l, and bacteria levels greater than the water quality criteria applicable to the receiving water; or ammonia ≥ 0.5 mg/l, surfactants ≥ 0.25 mg/l, and detectable levels of chlorine). Problem Catchments need not be screened pursuant to subsection (d), below, and shall be scheduled for catchment investigation pursuant to subsection (e), below. Problem catchments shall be identified during the initial ranking of catchments and subsequent rankings shall not add any catchments to the Problem Catchment category.

- High Priority Catchments: Catchments that have not been classified as Problem Catchments and that are discharging to an area of concern to public health due to proximity of public beaches, recreational areas, drinking water supplies or shellfish beds; catchments determined by the permittee as high priority based on outfall/interconnection screening under subsection (d), below, and catchment characteristics assessment under subparagraph (c)(ii), below. Any catchment where outfall/interconnection screening indicates sewer input based on olfactory/visual evidence or sampling results (ammonia ≥ 0.5 mg/l, surfactants ≥ 0.25 mg/l, and bacteria levels greater than the water quality criteria applicable to the receiving water; or ammonia ≥ 0.5 mg/l, surfactants ≥ 0.25 mg/l, and detectable levels of chlorine) shall be ranked at the top of the High Priority Catchments category and scheduled for catchment investigation pursuant to subsection (e), below.
 - Low Priority Catchments: Catchments determined by the permittee as low priority based on outfall/interconnection screening under subsection (d), below, and catchment characteristics assessment under subparagraph (c)(ii), below.
- (ii) The permittee shall priority rank catchments within each category (except for excluded catchments), based on screening factors. The permittee shall, at a minimum, consider the following screening factors:
- Past discharge complaints and reports.
 - Poor dry weather receiving water quality- the following guidelines are recommended to identify waters as having a high illicit discharge potential: exceeding water quality standards for bacteria; ammonia levels above 0.5 mg/l; surfactants levels greater than or equal to 0.25 mg/l.
 - Density of generating sites - Generating sites are those places, including institutional, municipal, commercial, or industrial sites, with a potential to generate pollutants that could contribute to illicit discharges. Examples of these sites include, but are not limited to, car dealers; car washes; gas stations; garden centers; and industrial manufacturing areas.
 - Age of surrounding development and infrastructure – Industrial areas greater than 40 years old and areas where the sanitary sewer system is more than 40 years old will probably have a high illicit discharge potential. Developments 20 years or younger will probably have a low illicit discharge potential.
 - Sewer conversion – Catchments that were once serviced by septic systems, but have been converted to sewer connections may have a high illicit discharge potential.
 - Historic combined sewer systems – Catchments that were once serviced by a combined sewer system, but have been separated may have a high illicit discharge potential.
 - Density of aging septic systems – Septic systems thirty years or older in residential land use areas are prone to have failures and may have a high illicit discharge potential. Consultation with local or state health officials is strongly encouraged.

- Culverted streams – any river or stream that is culverted for distances greater than a simple roadway crossing may have a high illicit discharge potential.

The permittee may also consider as priorities for evaluation for illicit discharges, although not necessarily indicators of the presence of illicit connections or discharges:

- Water bodies that receive a discharge from the MS4 and are drinking water supplies, shell fishing areas, beaches or waters used for contact recreation.
- Impaired waterbodies that receive a discharge from the MS4 or waters with approved TMDLs applicable to the permittee, where illicit discharges have the potential to contain the pollutant identified as the cause of the impairment.

The permittee may add additional relevant factors, including location-specific screening factors; if so, the permittee shall include the additional factors in its written IDDE program.

- (iii) An initial illicit discharge potential assessment and priority ranking based on existing information shall be completed within two (2) years from July 1, 2017 for existing 2004 MS4 permittees. New MS4 permittees shall complete this assessment and ranking by June 30, 2022. The permittee shall update its assessment and priority ranking annually based on catchment delineations pursuant to subsection (6), above, the results of screening pursuant to subsection (d), below, and other new relevant information. The permittee shall provide a listing of all catchments and the results of the ranking for each catchment in each annual report. For each catchment being investigated the permittee shall also provide in its annual report (1) a summary of evidence of known or suspected illicit discharges and SSOs; (2) completed, ongoing or planned corrective measures addressing confirmed illicit discharges and SSOs; and (3) a schedule for completing and verifying measures correcting the confirmed illicit discharges and SSOs.

(d) Outfall and Interconnection Screening and Sampling

The IDDE program shall include a written procedure for screening and sampling of outfalls and interconnections from the MS4 in dry and wet weather for evidence of illicit discharges and SSOs. This screening procedure shall be used for:

- baseline outfall and interconnection screening pursuant to subparagraph (iii), below (dry weather);
 - confirmatory screenings pursuant to subsection (f), below (dry and/or wet weather depending on catchment characteristics);
 - follow-up screening pursuant to subsection (g), below (dry and/or wet weather depending on catchment characteristics).
- (i) The screening and sampling procedure shall include procedures for sample collection, use of field kits, storage and conveyance of samples (including relevant hold times).
 - (ii) If an outfall is inaccessible or submerged, the permittee shall proceed to the first accessible upstream manhole or structure for the observation and sampling and report the location with the screening results. If an interconnection is inaccessible or submerged, interconnection screening shall occur at the first accessible location within the permittee's system upgradient of the interconnection.

- (iii) Dry weather screening and sampling shall proceed only when no more than 0.1 inches of rainfall has occurred in the previous 24-hour period. When a flow is observed, a sample of the flow shall be collected and analyzed for the parameters listed in subparagraph (v), below. If no dry weather flow is observed, the permittee shall record the condition of the outfall and other relevant information. If no flow is observed, but evidence of dry weather flow exists, the permittee shall revisit the outfall during dry weather within one week of the initial observation, if practicable, to perform a second dry weather screening and sample any observed flow. The permittee shall identify in the annual report any other necessary follow-up actions to identify the source of any apparent intermittent flow not sampled.
- (iv) Wet weather screening and sampling, which shall be conducted at an outfall and/or within the catchment area in accordance with subparagraph (e)(ii)b., below, shall proceed during or after a storm event of sufficient depth or intensity to produce a stormwater discharge but only during the spring (March to June) when groundwater levels are relatively high. The permit does not require a minimum rainfall event prior to wet weather screening. However, the purpose of wet weather screening and sampling under the IDDE program is to identify illicit discharges that may activate or become evident during wet weather. Permittees may incorporate provisions that assist in targeting such discharges, including avoiding sampling during the initial period of discharge (“first flush”) and/or identifying minimum storm event intensities likely to trigger sanitary sewer interconnections.
- (v) Samples shall be analyzed at a minimum for ammonia, chlorine, conductivity, salinity, *E. coli*. (freshwater receiving water) or enterococcus (saline or brackish receiving water), surfactants (such as MBAS), and temperature. All analyses with the exception of indicator bacteria can be performed with field test kits or field instrumentation. In addition, where the discharge is directly into a water quality limited water or a water subject to an approved TMDL, the sample shall be analyzed for the pollutants identified as the cause of the impairment. Sampling for pollutants of concern shall be conducted using the analytical methods found in 40 CFR §136, or alternative methods approved by the Commissioner in accordance with the procedures in 40 CFR §136. Other IDDE screening parameters shall be considered field screening and are not subject to 40 CFR Part 136 requirements.
- (vi) Catchments where there is relevant information indicating sewer input to the MS4 or sampling results where ammonia ≥ 0.5 mg/l, surfactants ≥ 0.25 mg/l, and bacteria levels greater than the water quality criteria applicable to the receiving water (or alternatively, ammonia ≥ 0.5 mg/l, surfactants ≥ 0.25 mg/l, and detectable levels of chlorine) shall be considered highly likely to contain illicit discharges from sanitary sources, and such catchments shall be ranked at the top of the High Priority Catchments category for investigation.

(e) Catchment Investigation Procedure

The permittee shall develop a written systematic procedure for catchment investigation that includes (1) a review of mapping and historic plans and records for the catchment; (2) a manhole inspection methodology; and (3) procedures to isolate and confirm sources of illicit discharges, as set forth below.

- (i) For each catchment being investigated, the permittee shall review relevant mapping and historic plans and records to the extent available, including but not limited to plans related to the construction of the storm drain and of sanitary sewers in the catchment, prior work performed on the storm drain or sanitary sewers, local health official or other municipal data on septic system failures or required upgrades, and complaint records related to SSOs, sanitary sewer surcharges, and septic system breakouts. This review shall be used to identify areas within the catchment with higher potential for illicit connections and System Vulnerability Factors that indicate a risk of sanitary or septic system inputs to the MS4 under wet weather conditions. Consultation with local or state health officials is strongly encouraged. The permittee shall identify and record the presence of any of the following specific System Vulnerability Factors:

- History of SSOs, including, but not limited to, those resulting from wet weather, high water table, or fat/oil/grease blockages;
- Sewer pump/lift stations, siphons, or known sanitary sewer restrictions where power/equipment failures or blockages could readily result in SSOs;
- Inadequate sanitary sewer level of service (LOS) resulting in regular surcharging, customer back-ups, or frequent customer complaints;
- Common or twin-invert manholes serving storm and sanitary sewer alignments;
- Common trench construction serving both storm and sanitary sewer alignments;
- Crossings of storm and sanitary sewer alignments;
- Sanitary sewer alignments known or suspected to have been constructed with an underdrain system;
- Sanitary sewer infrastructure defects such as leaking service laterals, cracked, broken, or offset sanitary infrastructure, directly piped connections between storm drain and sanitary sewer infrastructure, or other vulnerability factors identified through Inflow/Infiltration Analyses, Sanitary Sewer Evaluation Surveys, or other infrastructure investigations.
- Areas formerly served by combined sewer systems;
- Any sanitary sewer and storm drain infrastructure greater than 40 years old in medium and densely developed areas;
- Widespread code-required septic system upgrades required at property transfers (indicative of inadequate soils, water table separation, or other physical constraints of the area rather than poor owner maintenance);
- History of multiple local health department or sanitarian actions addressing widespread septic system failures (indicative of inadequate soils, water table separation, or other physical constraints of the area rather than poor owner maintenance);

The permittee shall document the presence or absence of System Vulnerability Factors for each catchment, retain this documentation as part of its IDDE program, and report this information in Annual Reports. Where System Vulnerability Factors are present, the catchment shall be investigated pursuant to subparagraph (ii)b., below.

- (ii) The manhole inspection methodology shall describe a storm drain network investigation that involves systematically and progressively observing, sampling (as required below) and evaluating key junction manholes in the MS4 to narrow the location of suspected illicit discharges or SSOs to an isolated pipe segment between two manholes, locate evidence of illicit discharges or SSOs that may not be evident at the outfall under all circumstances, and confirm or identify potential system vulnerability factors. The written catchment investigation procedures shall detail how the permittee will further isolate and identify potential illicit discharges as indicated by field kit detections equal to or greater than the threshold values listed in subparagraph (d)(vi), above. The permittee is responsible for selecting key junction manholes in a manner such that the distance between key junction manholes is appropriate to ensure a thorough assessment of its system.

The manhole inspection methodology may either start from the outfall and work up the system or start from the upper parts of the catchment and work down the system or be a combination of both practices. Either method must, at a minimum, include an investigation of each key junction manhole within the MS4, even where no evidence of an illicit discharge is observed at the outfall. The Catchment Investigation Procedure must describe the method the permittee will use.

a. Dry weather investigation

Key junction manholes shall be opened and inspected for visual and olfactory evidence of illicit connections (e.g. excrement, toilet paper, gray filamentous bacterial growth, or sanitary products present). If flow is observed, the permittee shall sample the flow at a minimum for ammonia, chlorine and surfactants and can use field kits for these analyses. Additional indicator sampling may assist in determining potential sources (e.g. bacteria for sanitary flows, conductivity to detect tidal backwater, etc.). Where sampling results or visual or olfactory evidence indicate potential illicit discharges or SSOs, the area draining to the junction manhole shall be flagged for further investigation, through upstream junction manhole investigation and/or isolation and confirmation of sources pursuant to subsection (e)(ii), above.

Manhole inspections in all areas shall also include identifying System Vulnerability Factors including common (twin invert) manholes, directly piped connections between storm drains and sanitary sewer infrastructure, common weir walls, sanitary sewer underdrain connections and other structural vulnerabilities where sanitary discharges could enter the storm drain system during wet weather. Where present, such System Vulnerability Factors shall be investigated pursuant to paragraph (b) below.

b. Wet weather investigation

Where the review of mapping and historic plans and records and/or manhole inspections indicate the presence of one or more System Vulnerability Factors as listed in subsection (e)(i), above, the permittee shall also inspect and sample under wet weather conditions to the extent necessary to determine whether wet weather-induced high flows in sanitary sewers or high groundwater in areas served by septic systems result in discharges of sanitary flow to the MS4. The permittee shall conduct at least one wet weather screening and sampling at the outfall for any catchment

where one or more System Vulnerability Factors are present. This sampling can be done upon completion of any dry weather investigation but must be completed before catchment investigation is marked as complete. All data shall be recorded and reported in each annual report.

(iii) Isolation and Source Verification Procedures

The permittee shall develop procedures to be used to isolate and confirm sources where manhole investigations or other physical evidence or screening has identified MS4 alignments to be influenced by illicit discharges or SSOs. These shall include isolation of the drainage area for implementation of more detailed investigations, inspection of additional manholes along the alignment to refine the location of potential contaminant sources, and methods such as caulk damns, targeted internal plumbing inspections, dye testing, video inspections, or smoke testing to isolate and confirm the sources.

(f) Removal and Confirmation

When the source of an illicit discharge or SSO is identified and confirmed, the permittee shall exercise its authority as necessary to require its removal pursuant to subsections (2) or (3), above. For each confirmed source the permittee shall include in the annual report the following information: the location of the discharge and its source(s), a description of the discharge, the method of discovery, date of discovery, date of elimination, mitigation or enforcement action; and estimate of the volume of flow removed.

Within one year of removal of all identified illicit discharge and SSO sources within a catchment area, confirmatory outfall or interconnection screening shall be conducted. The confirmatory screening shall be conducted in dry weather unless System Vulnerability Factors have been identified in the catchment pursuant to subsection (e)(i), above, in which case both dry weather and wet weather confirmatory screening shall be conducted. If confirmatory screening indicates evidence of additional illicit discharges, the catchment shall be scheduled for additional investigation. Confirmatory screening is not required in catchments where no illicit discharges or system vulnerability factors have been identified and no previous screening indicated suspicious flows.

(g) Follow-up Screening

Upon completion of catchment investigation pursuant to subsection (e), above, and illicit discharge removal and confirmation (if necessary) pursuant to subsection (f), above, the catchment outfall or interconnection shall be scheduled for follow-up screening within five years, or sooner as determined by the permittee based on the catchment's illicit discharge priority. Follow-up screening shall consist of dry weather screening and sampling except that wet weather screening and sampling shall also be required in catchments where wet weather screening was required by subparagraph (e)(ii)b., above.

(h) Illicit Discharge Prevention Procedures

The permittee shall develop and implement mechanisms and procedures designed to prevent illicit discharges and SSOs, such as: spill response and prevention procedures including identification of spills, reporting procedures, containment procedures, and documentation; public awareness (this may be a part of the education program required by subsection (2),

above); reporting (hotlines) and training of public employees involved in the IDDE program on ways to identify potential illicit discharges and SSOs.

(8) IDDE Program Implementation Goals and Milestones

The permittee shall implement the IDDE Program to meet the following goals and milestones:

- (a) The permittee shall complete dry weather screening and sampling (where flowing) of every MS4 outfall and interconnection (except Excluded and Problem Catchments) no later than three years from July 1, 2017 for existing 2004 MS4 permittees and by June 30, 2022 for new MS4 permittees. Existing 2004 MS4 permittees may rely on screening conducted under the previous permit issued January 9, 2004, pursuant to an enforcement action, or by the Commissioner to the extent that it meets the requirements of subsection (7), above. New MS4 permittees shall complete dry weather screening and sampling of every MS4 outfall and interconnection (except Excluded and Problem Catchments) no later than June 30, 2022. All data shall be reported in each annual report. Permittees that have conducted substantially equivalent monitoring to that required by subsection (7)(d), above, as part of an enforcement action can request an exemption from the requirements of subsection (7)(d), above, by submitting a written request to the Commissioner and retaining exemption approval from the Commissioner as part of the Plan. Until the permittee receives formal written approval of the exemption from subsection (7)(d), above, from the Commissioner the permittee remains subject to all requirements of subsection (7)(d), above.
- (b) Existing 2004 MS4 permittees shall begin investigations using the procedure developed in accordance with subsection (7)(d), above, within three months of investigation procedure finalization and no later than 15 months (1 year and 3 months) from July 1, 2017. New MS4 permittees shall begin these investigations no later than 2 years and 3 months from July 1, 2017. All permittees shall make continued progress each year toward meeting the milestones of subsection (8)(c), below. The permittee shall continue investigation, including Problem Catchments, using its existing IDDE program until such time as the procedure under subsection (7)(e), above, is developed.
- (c) The permittee shall implement the Catchment Investigation Procedure in every catchment of the MS4, even where dry weather screening does not indicate evidence of illicit discharges. The permittee shall begin implementation of the procedure in Problem Catchments and those catchments with the highest ranking in the Assessment of Priority Catchments pursuant to subsection (7)(c), above. Implementation of the Catchment Investigation Procedure shall comply with the following milestones. For purposes of these milestones, a catchment investigation is considered complete if a permittee has completed all elements of subsection (7)(e), above.
 - i. The permittee shall complete the Catchment Investigation Procedure in a minimum of 80% of the MS4 area served by Problem Catchments within three years of July 1, 2017 and 100% of Problem Catchments within five years of July 1, 2017.
 - ii. The permittee shall complete the Catchment Investigation Procedure in every catchment of the MS4 where information indicates sewer input including outfall/interconnection screening that indicates sewer input based on olfactory/visual evidence or sampling results (ammonia $\geq$ 0.5 mg/l, surfactants $\geq$ 0.25 mg/l, and bacteria levels greater than the water quality criteria applicable to the receiving water; or ammonia $\geq$ 0.5 mg/l, surfactants $\geq$ 0.25 mg/l, and detectable levels of chlorine) by June 30, 2022.

- iii. The permittee shall complete the Catchment Investigation Procedure in 40% of the area served by all MS4 catchments within five (5) years of July 1, 2017, and in 100% of the area served by all MS4 catchments within ten (10) years of July 1, 2017. The permittee may count the area of low priority catchments only if the Catchment Investigation has been started in all other MS4 catchments. For the purposes of this section, catchment investigations that have been started include those where provisions of subsections (7)(e)(i) and (ii), above, have been completed.
- d. Where catchments do not contain junction manholes, the dry weather screening and sampling shall be considered as meeting the manhole inspection requirement. In these catchments, dry weather screenings that indicate potential presence of illicit discharges shall be further investigated pursuant to subsection (7)(e)(iii), above. Investigations in these catchments may be considered complete where dry weather screening reveals no flow; no evidence of illicit discharges or SSOs is indicated through sampling results or visual or olfactory means; and no wet weather System Vulnerability Factors are identified.
- e. The permittee shall track progress towards these milestones in each annual report.

(9) Indicators of IDDE Program Progress

The permittee shall define or describe indicators for tracking program success. At a minimum, indicators shall include measures that demonstrate efforts to locate illicit discharges, the number of SSOs and illicit discharges identified and removed, the percent and area in acres of the catchment area served by the MS4 evaluated using the catchment investigation procedure, and volume of sewage removed. The permittee shall evaluate and report the overall effectiveness of the program based on the tracking indicators in the annual report.

(10) Training

The permittee shall, at a minimum, annually provide training to employees involved in IDDE program about the program, including how to recognize illicit discharges and SSOs. The permittee shall report on the frequency and type of employee training in the annual report.

Appendix C

AQUIFER PROTECTION AREAS AND OTHER GROUNDWATER DRINKING SUPPLY AREAS

GUIDANCE INFORMATION

The Stormwater Management Plan (“the Plan”) should consider measures to reduce or mitigate potential impacts to both ground water (aquifers) and surface waters, taking into consideration both quantity and quality of the runoff. The emphasis should be to minimize, to the extent possible, changes between pre-development and post-development runoff rates and volumes. Coordination and discussion with the local water company is strongly encouraged.

The basic stormwater principals for Aquifer Protection Areas (and other groundwater drinking supply areas) are to prevent inadvertent pollution discharges/releases to the ground, while encouraging recharge of stormwater where it does not endanger groundwater quality. The permittee should review Sections 19-13-B32(h) and (i) of the Regulations of Connecticut State Agencies for additional information. Measures include:

- prevent illicit discharges to storm water, including fuel/chemical pollution releases to the ground;
- minimize DCIA and disconnect large areas of DCIA with natural or landscape areas;
- direct paved surface runoff to aboveground type land treatment structures – sheet flow, surface swales, depressed grass islands, detention/retention and infiltration basins, and wet basins. These provide an opportunity for volatilization of volatile organic compounds to the extent possible before the stormwater can infiltrate into the ground;
- provide necessary impervious pavement in high potential pollutant release areas. These “storm water hot spots” include certain land use types or storage and loading areas, fueling areas, intensive parking areas and roadways (see table below);
- only use subsurface recharge structures such as dry wells, galleries, or leaching trenches, to directly infiltrate clean runoff such as rooftops, or other clean surfaces. These structures do not adequately allow for attenuation of salts, solvents, fuels or other soluble compounds in groundwater that may be contained in runoff; and
- restrict pavement deicing chemicals, or use an environmentally suitable substitute such as sand only, or alternative de-icing agents such as calcium chloride or calcium magnesium.

Infiltration of stormwater should be **restricted** under the following site conditions:

- **Land Uses or Activities with Potential for Higher Pollutant Loads:** Infiltration of stormwater from these land uses or activities (refer to Table 7-5 below), also referred to as stormwater “hotspots,” can contaminate public and private groundwater supplies. Infiltration of stormwater from these land uses or activities may be allowed by the review authority with appropriate pretreatment. Pretreatment could consist of one or a combination of the primary or secondary treatment practices described in the Stormwater Quality Manual provided that the treatment practice is designed to remove the stormwater contaminants of concern.
- **Subsurface Contamination:** Infiltration of stormwater in areas with soil or groundwater contamination such as brownfield sites and urban redevelopment areas can mobilize contaminants.
- **Groundwater Supply and Wellhead Areas:** Infiltration of stormwater can potentially contaminate groundwater drinking water supplies in immediate public drinking water wellhead areas.

Land Uses or Activities with Potential for Higher Pollutant Loads
Table 7-5 of the 2004 Stormwater Quality Manual

Land Use/Activities	
• Industrial facilities subject to the DEEP Industrial Stormwater General Permit or the U.S. EPA National Pollution Discharge Elimination System (NPDES) Stormwater Permit Program • Vehicle salvage yards and recycling facilities • Vehicle fueling facilities (gas stations and other facilities with on-site vehicle fueling) • Vehicle service, maintenance, and equipment cleaning facilities • Fleet storage areas (cars, buses, trucks, public works) • Commercial parking lots with high intensity use (shopping malls, fast food restaurants, convenience stores, supermarkets, etc.) • Public works storage areas	• Road salt storage facilities (if exposed to rainfall) • Commercial nurseries • Flat metal rooftops of industrial facilities • Facilities with outdoor storage and loading/unloading of hazardous substances or materials, regardless of the primary land use of the facility or development • Facilities subject to chemical inventory reporting under Section 312 of the Superfund Amendments and Reauthorization Act of 1986 (SARA), if materials or containers are exposed to rainfall • Marinas (service and maintenance) • Other land uses and activities as designated by the review authority

For further information regarding the design of stormwater collection systems in Aquifer Protection Areas, contact the Aquifer Protection Area Program at (860) 424-3020 or visit www.ct.gov/deep/aquiferprotection.

Appendix D – Impaired Waters Guidance

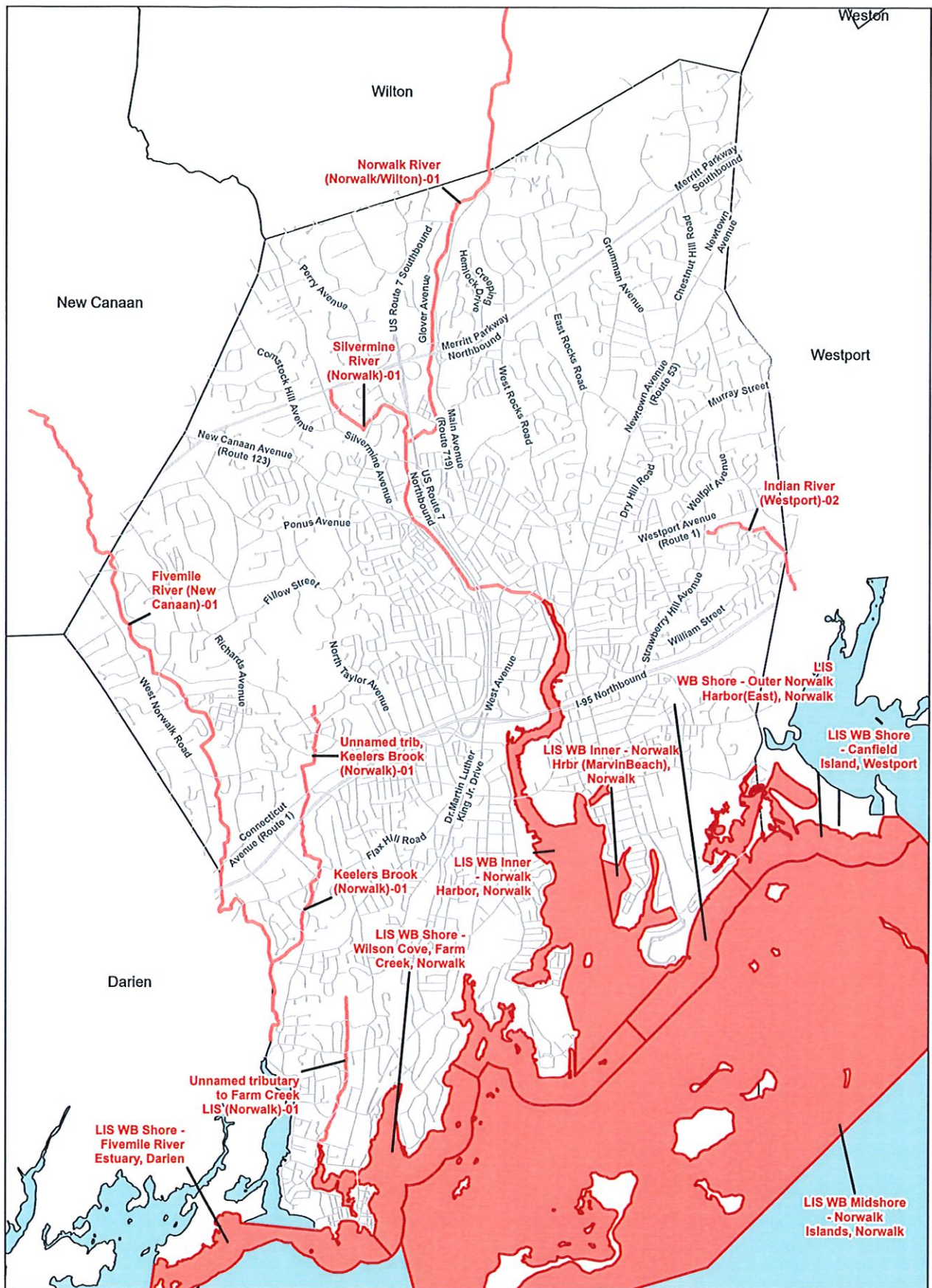
Surface Waters and Associated Stormwater Pollutants of Concern			
Stormwater Pollutant of Concern	Waterbodies included within a TMDL or Waters Included in Pollution Control Strategy Developed by CT DEEP	Impaired waters without a TMDL	
		Impaired Designated Use	Cause
Phosphorus	Any water body subject to a TMDL pollutant load reduction for Phosphorus or any waterbody included in the Interim Phosphorus Reduction Strategy for Connecticut Freshwater Non-tidal Receiving Rivers and Streams Technical Support Document (2014 or as amended) , including but not limited to the Bantam River Watershed, Blackberry River Watershed, Factory Brook Watershed, Farmington River Watershed, Fivemile River Watershed, Hockanum River Watershed, Housatonic River Main Stem Watershed, Limekiln Brook Watershed, Naugatuck River Watershed, Norwalk River Watershed, Pequabuck River Watershed Pomperaug River Watershed, Pootatuck River Watershed, Quinebaug River Watershed, Quinnipiac River Watershed, Shetucket River Watershed or Willimantic River Watershed	Habitat for Fish, Other Aquatic Life and Wildlife or Recreation	Phosphorus, Nutrient/ Eutrophication Biological Indicators, Dissolved Oxygen, Chlorophyll-a, or Excess Algal Growth
Nitrogen	Any water body subject to a TMDL pollutant load reduction for Nitrogen, including but not limited to the Long Island Sound TMDL for Dissolved Oxygen (entire state of CT)	Habitat for Marine Fish, Other Aquatic Life and Wildlife	Dissolved oxygen saturation, Nitrogen (Total), Nutrient / Eutrophication Biological Indicators, Oxygen, Dissolved
Bacteria	Any water body subject to a TMDL pollutant load reduction for Total Coliform, Escherichia coli, Fecal coliform or Enterococci	Recreation, Existing or Proposed Drinking Water, Commercial Shellfish Harvesting Where Authorized or Shellfish Harvesting for Direct Consumption Where Authorized	Total Coliform, Escherichia coli, Fecal coliform or Enterococci
Mercury	Any water body subject to a TMDL pollutant load reduction for Mercury (Entire state of Connecticut)	Habitat for Fish, Other Aquatic Life and Wildlife or Fish Consumption	Mercury

Water Quality Targets for Waters for Which Bacteria is a Stormwater Pollutant of Concern				
Water Quality Classification	E. Coli (Freshwater Rec) (cols/100mls)	Enterococci (Marine Rec) (cols/100mls)	Fecal Coliform (Marine Shellfishing) (cols/100mls)	Total Coliform (Freshwater Drinking) (cols/100mls)
AA	Instantaneous designated swimming 235 / Non designated Swimming 410 / All other Recreation 576 Geomean 126	N/A	N/A	Monthly Moving average <100 / Single Sample Maximum 500
A	Same as AA	N/A	N/A	N/A
B	Same as AA	N/A	N/A	N/A
SA (Direct Consumption)	N/A	Instantaneous Designated Swimming 104 / Instantaneous All other Uses 500 / Geomean 35	Geomean 14 / 90% of samples <31	N/A
SB (Indirect Consumption)	N/A	Same as SA waters	Geomean 88 / 90% of samples < 260	N/A



Appendix B City of Norwalk Impaired Waterbodies Map

DRAFT



**CDM
Smith**



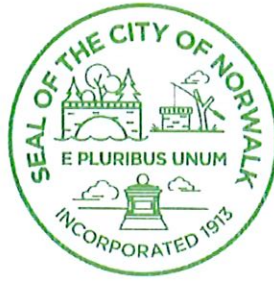
1 inch equals 3,200 feet

0 3,000 6,000 feet

Legend

- Streets
- Impaired Waterbodies

Norwalk, CT
Impaired Waterbodies
2022 Integrated Water Quality Report



Contract Staff Summary

Department/Staff Contact	Public Works / Engineering James Meehan x47331
Common Council Committee	Public Works Committee
Date Approved by Committee	June 4, 2024
Purpose/Scope	Sixth (6 th) Amendment Professional Services Flood Remediation Task Order 24-1 Dated May 21, 2024
Vendor (Indicate if new or existing vendor)	Woodard & Curran
Term of Contract	
Method of Procurement (Indicate if sole source)	Bid
Cost of Contract	\$166,000.00
Funding Source/Account Number	13 4010 5796 APW02 13 4010 5796 APW03 09 21 4021 5777 C0440
Additional Information/Other Details	Sixth Amendment to Agreement dated August 12, 2019



CITY OF NORWALK
James Meehan, P.E.
Principal Engineer / Department of Engineering
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To: Vanessa Valadares, P.E. – Chief of Operations and Public Works
From: James Meehan, P.E. – Principal Engineer
Ref: On-Call Professional Engineering Services
Date: May 28, 2024

On August 12, 2019, the City of Norwalk entered into a contract agreement with Woodard & Curran, Inc., to provide on-call professional engineering services for storm drainage system evaluations at various locations.

In 2022, they completed the study “Storm Drainage System Evaluation Report – Glendenning Street Study Area” to evaluate the storm drainage systems in the Glendenning area of Norwalk, Connecticut where frequent flooding has been reported in roadways and on private properties.

On Wednesday, May 22, 2024, the Public Works Department received a proposal from Woodard & Curran to implement a drainage remediation design project that could alleviate specific areas of serious flooding within the study area.

The engineering department has reviewed the submitted proposal and based on their basic approach to the project, the qualifications of the consulting team, their understanding of the drainage issues within the study area, the hourly chargeable rate and manpower requirements, it would be our recommendation to retain the services of Woodard & Curran, Inc., for professional engineering services for this project for an amount not to exceed \$166,000.00.

Therefore, we would like to request the following item be included on the agenda for the June 4, 2024 meeting of the Public Works Committee of the Common Council for approval:

3. Authorize the Mayor, Harry W. Rilling to execute a Sixth Amendment to the Woodard & Curran Agreement dated August 12, 2019, to provide Professional Engineering Services for flood remediation at specific locations in accordance with Professional Services Task Order 24-1 dated May 21, 2024, for a sum not to exceed \$166,000.00.

Account No. 134010 5796 APW02
134010 5796 APW03
0921 4021 5777 C0440

A copy of the Professional Services Task Order is attached.

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

PROFESSIONAL SERVICES TASK ORDER

Task Order 24-1

May 21, 2024

Exhibit A: Scope of Work

Storm Drainage Design Services – Glendenning Street and Glenwood Avenue

BACKGROUND

Woodard & Curran (W&C) completed the study "Storm Drainage System Evaluation Report – Glendenning Street Study Area" in 2022 to evaluate the storm drainage systems in the Glendenning area of Norwalk, Connecticut where frequent flooding has been reported in roadways and on private properties. The study analyzed flood risks to public and private properties; identified existing hydraulic deficiencies; and evaluated several combinations of flood mitigation alternatives. The assessment identified potential mitigation measures that the City could implement to reduce the frequency, extents, and/or duration of flooding.

The City of Norwalk has requested a design proposal for the following option:

- Alternative 2. Glendenning to Cannon Street Improvements (see attached Figure 1)

The proposed infrastructure improvements are described in more detail in the scope that follows

SCOPE OF WORK:

The intent of this Task Order is to provide engineering and permitting services associated with preferred mitigation alternatives selected by the City from the Glendenning Study. Woodard & Curran will prepare construction bid documents associated with recommended Flood Mitigation solution as follows:

PHASE 1.0 FIELD INVESTIGATION SERVICES

Task 1.1 Wetland Delineations

W&C will retain a subconsultant to field delineate wetlands and waterbodies within the defined project limits that are subject to regulation under the Connecticut Inland Wetlands and Watercourses Act (IWWA) as well as Section 404 and Section 401 of the Clean Water Act (CWA). For this project it is assumed this is limited to the area near the outfall to Betts Pond Brook, in Betts Brook Park. Prior to field work, the subconsultant will review publicly available literature, maps, and records regarding land use of the proposed project site, including but not limited to, aerial photography, United States Geological Survey (USGS) 7.5-minute topography, USGS national hydrography data (NHD) and hydrologic unit code (HUC) maps, United States Fish and Wildlife Services (USFWS) national wetland inventory (NWI) maps, Natural Resource Conservation

Service (NRCS) soil survey maps along with other research necessary to adequately assess the project area. Wetlands and waterbodies exhibiting the appropriate characteristics per the regulations will be flagged in the field with numbered plastic surveyor's tape. Boundaries of wetlands and waterbodies will also be mapped using a sub-meter Global Positioning System (GPS) unit and recorded on field sketch maps. Surveying of wetland and/or waterbody boundaries is not included in this scope. Wetlands delineated in the field will also be assessed for functions and values using the USACE New England District Highway Methodology Workbook Supplement. Upon completion of the field delineation and following subsequent coordination with the City of Norwalk, the subconsultant will download and post-process GPS data and digitize the delineated boundaries of wetlands and waterbodies in a Geographic Information Systems (GIS) database. The subconsultant will prepare a technical report documenting the findings of the wetland and waterbody delineation. The technical report will be provided to the City of Norwalk for review and comment and digital files (GIS or AutoCAD) depicting the wetland and waterbody boundaries will be provided to the engineering design team for incorporation into the design plans. The location of designated upland review areas will also be depicted. Woodard & Curran will review the plans for environmental impacts and permitting requirements associated with the proposed design and construction methods. Following this review for potential environmental impacts, Woodard & Curran will schedule a meeting or conference call to discuss the findings of the wetland and waterbody delineation and a permitting schedule. We have included an allowance of \$10,000 for completion of wetland delineations.

Task 1.2 Topographic and Boundary Survey

The existing conditions survey necessary for the design and permitting efforts will be completed within the approximate limits of the survey shown in Figure 2. A portion of this work was completed for the 2022 drainage study, and the additional limits shown will be added to that survey.

Survey work will be performed in accordance with the regulations of Connecticut State Agencies, Sections 20-300b-1 through 20-300b-20 and the "Standards for Surveys and Maps in the State of Connecticut" as adopted by The Connecticut Association of Land Surveyors.

The survey will depict features within the project limits including but not limited to buildings with finished floor elevations, structures, surface utility hardware, fences, walls, curbing, driveways, sidewalks, striping, roadways, signs, tree lines, individual trees 6" and above, mailboxes, planters, decorative landscaping, and contours at one-foot intervals. Underground utilities will be compiled and plotted from visible surface evidence and available record drawings provided by utility companies, and invert elevations for storm and sanitary structures will be obtained and plotted when accessible. The survey will conform to horizontal accuracy class A-2 and topographic accuracy class T-2. Property lines will be depicted from available record information and conform to horizontal accuracy class D. All mapping completed for this project will reference the Connecticut State Plane Coordinate System, NAD83, and the North American Vertical Datum of 1988.

Task 1.3 Geotechnical Investigation

W&C will retain a subconsultant to provide a geotechnical investigation for the project. The subconsultant will develop a boring program intended to obtain soil type, bearing capacity,

depth to groundwater and other structural characteristics to be used in the design of the new storm drainage improvements. The following sub-tasks will be completed:

- Pre-mark test boring locations and contact Dig Safe.
- Develop and conduct a subsurface exploration program to be used for design of the new storm drainage project. The boring program is anticipated to include up to 6-10 borings drilled to an approximate depth of 20 feet below the ground surface, or refusal, whichever is shallower. Two of the borings will be on private properties and will require access agreements with the property owners.
- Conduct laboratory testing to develop geotechnical design parameters for foundation support of the proposed stormwater improvements.
- Prepare a geotechnical memorandum describing work performed and key geotechnical considerations for design and construction of the proposed stormwater improvements culvert, including:
 - Depths and thickness of soil encountered in the exploration performed at the site.
 - Depth to groundwater (if encountered) in the explorations.
 - Depth to refusal (if encountered) in the explorations; and
 - Allowable foundation bearing capacity.
 - Other design recommendations

We have included an allowance of \$40,000 for completion of the geotechnical investigations.

PHASE 2.0 DESIGN SERVICES

Design Development

Design development services include developing plans and specifications as follows;

- A. Project Drawings: W&C will develop plans depicting the existing conditions and proposed design within the project limits. Components of the design (i.e., storm drains, sanitary sewer, surface restorations) will be designed based on the City of Norwalk's Drainage Manual, the City of Norwalk Department of Public Works Roadway Standards and the City of Norwalk Department of Public Works Standard Detail Drawings and supplementary information provided by Public Works.
- B. Technical Specifications: W&C will prepare Technical Specifications required for the proposed improvements. The City of Norwalk utilizes the State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, 2020 as revised by Supplemental Specifications, most recently dated July 2023 (otherwise referred to as "Form 818").
W&C shall work collaboratively with Public Works to modify Technical Specifications to the City's acceptance. The City will provide "front-end" sections of the Bid Documents, including the Invitation to Construction, Itemized Proposal, Bid Forms, Statement of Non-Collusion, Bidder Qualification Statement, Special Provisions and Bond Forms. W&C will provide review and comments on City provided Special Provisions.
- C. Opinion of Probable Construction Costs: W&C will prepare an opinion of probable construction cost for the work at the 30% and 90% level design stages. The estimate will be based on available advertised/awarded projects by municipalities and public agencies such as CTDOT and on prevailing prices for items established by the CTDOT weighted unit prices in

the Master Bid Item Lists. Unit prices not provided by CT DOT or other sources will be developed based on vendor quotes, RS Means Cost Data, and W&C's experience with similar work.

- D. Deliverables: W&C will provide the City a set of 30%, 60% and 90% design plans, technical specifications, and Engineers Opinion of Probable Construction Cost (EOPCC) for review and comment. W&C will revise the plans and specifications to address City comments after each submittal, culminating in a final set of plans, specifications, and Estimate for the City to incorporate into the final Bid Documents.
- E. Meetings: W&C will attend up to ten (10) meetings with City staff to review the progress of the design and deliverables.

PHASE 3.0 PERMITTING SERVICES

Task 3.1 – City of Norwalk Inland Wetland Agency Permit

Upon completion of preliminary environmental studies (including the field delineation of wetlands and waterbodies), Woodard & Curran will prepare and apply to the City of Norwalk Conservation Commission and Inland Wetland Agency for project impacts to wetlands, waterbodies, and/or upland review areas. The permit application will include forms, site plans, project narrative, alternatives considered, environmental impacts, and proposed mitigation along with supplemental engineering calculations and information. Woodard & Curran will schedule and complete an informal pre-application meeting or conference call with the City of Norwalk Conservation Commission and Inland Wetland Agency to discuss the project, reasonable alternatives, and permitting requirements to facilitate the project approval.

Task 3.2 –Army Corps/DEEP General Permit for the State of Connecticut

Upon completion of preliminary environmental studies (including the field delineation of wetlands and waterbodies), Woodard & Curran will prepare and apply for a General Permit (GP) to the Connecticut Department of Energy and Environmental Protection (CTDEEP) for project impacts to jurisdictional wetlands and/or waterbodies. Depending on the level of impact, the project may qualify for Self-Verification (SV) or would otherwise be authorized by the submittal of a Pre-Construction Notification (PCN). If a project qualifies for SV, Woodard & Curran will prepare and submit the Self-Verification Notification Form (SVNF) to the CTDEEP Inland Water Resources Division as well as the US Army Corps of Engineers (USACE). If a project is ineligible for SV, then it may be reviewed under a PCN which requires an application submittal to the USACE. If a PCN is required, Woodard & Curran will prepare and submit the PCN application including the required ENG Form 4345, site plans, project narrative, description of avoidance and minimization measures, wetland delineation data sheets, wetland functions and values assessment forms, agency consultation, and proposed mitigation.

For these drainage improvement projects, we anticipate that the projects may be authorized under one or more of the following GPs:

- **GP 2.** Repair or Maintenance of Existing, Currently Serviceable, Authorized or Grandfathered Structures & Fills, Removal of Structures
- **GP 6.** Utility Line Activities

- **GP 10. Aquatic Habitat Restoration, Establishment & Enhancement Activities**

Please note that this scope of work does not include preparation or submittal of a USACE Individual Permit (IP), Individual 401 Water Quality Certification (WQC), detailed compensatory mitigation plan, or a CTDEEP General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities. If required, those permit applications and plans may be developed under a separate scope and fee. Woodard & Curran will complete a pre-application meeting with the USACE and/or CTDEEP.

ASSUMPTIONS

The following represents W&C's understanding of items that need additional clarification and/or assignment of responsibility for work.

1. City will provide all record drawings required, including service tie cards, for all municipal owned subsurface utilities. City will assist with coordination with the Water Pollution Control Authority and First District Water.
2. City will obtain access to private properties when required.
3. City will coordinate, schedule, and facilitate neighborhood meetings, as necessary.
4. City will coordinate, schedule, and facilitate utility coordination meetings, as necessary.
5. The City will provide "front-end" sections of the Bid Documents, including the Invitation to Construction, Itemized Proposal, Bid Forms, Statement of Non-Collusion, Bidder Qualification Statement, and Bond Forms. City will provide "boilerplate" special provisions and Bid Unit numbering for cost estimates.
6. Design of relocations for other utilities is not included.
7. Pipe trench restoration will include full depth asphalt replacement (including subbase). The City will be provided the option to also mill and repave the top course of the entire width of the road for the length impacted by pipe improvements. Woodard & Curran can also advise of the cost of top course replacement and full depth (i.e., top course & binder) asphalt replacement options. No new curb installation, crosswalks or sidewalk rehabilitation is included, except where disturbed within the project limits.
8. Closed drain system sizing will be based on the 25-year storm event.
9. Design of any downstream improvements is not included in this scope of work.
10. City will contact utility companies to request utility locations within project limits
11. The project will be bid as a single construction contract. Bid documents will not include project phasing.
12. No Conservation Commission filing will be necessary to perform the geotechnical exploratory borings.
13. Geotechnical field investigations (borings) and surveys are assumed to take place during non-winter conditions. Changes in fee may be required if because of schedule, these activities need to be conducted in winter conditions.
14. Police details, if required for work within the right-of-way, will be paid for directly by the Client.
15. Various subsurface utility infrastructure exists within the Project's limits of work. The location of surface visible structures within the project limits will be determined through actual field survey. The location and extent of the subsurface utilities will be developed based on record drawings from the City and private utility companies. Woodard & Curran will rely on the accuracy of information provided by others. This scope of work does not include subsurface investigations to locate utilities (i.e., geophysical surveys, etc.).

16. The technical specifications will require the Contractor to design excavation support and dewatering systems. Woodard & Curran has not included these services in the scope of work.
17. Permit application fees, public notice and advertisement fees will be paid for directly by City.
18. Scope of services and fees associated with services provided during bidding, contractor selection, and construction will be included in a separate contract.
19. The environmental permitting scope of work does not include the preparation of a detailed, site-specific wetland/stream/habitat mitigation plan that may be required by regulatory agencies based on their review of the permitting submittals captured in the scope of work of this proposal. If required, we can provide such services via a separate scope and fee proposal.
20. W&C will receive as-built locations of all subsurface infrastructure from the City of Norwalk in electronic GIS format, with a separate layer for each utility type (i.e., water, sewer, gas, electric, communications, etc.). The proposal is based on the City having this information and assumes that GPR or other subsurface utility locating services are not required.

COMPENSATION

Woodard & Curran proposes to perform the work described within this proposal on a Lump Sum Basis, invoiced monthly based upon the percentage of work complete for each Task. The following chart provides a breakdown of the basic and reimbursable services.

Basic Services Tasks	Budget
Phase 1 – Field Investigations	\$50,250
Phase 2 – Design Services	\$95,750
Phase 3 – Permitting Services	\$20,000
Total	\$166,000

SCHEDULE

Woodard & Curran is available to begin work on this project immediately and estimates the phases described herein can be completed within 6-9 months of Authorization to Proceed.

TERMS AND CONDITIONS

This work will be completed per the Terms and Conditions on the "Agreement by and Between the City of Norwalk and Woodard & Curran, Inc for ON-call Engineering Services for Storm Drainage Systems Evaluations," executed August 12, 2019. If the City finds this task order acceptable, we understand a formal authorization will be issued as an Amendment to the original agreement to proceed prior to initiating the work.

We appreciate the opportunity to continue to support the City. If you have questions, please do not hesitate to call me directly at 914-960-2836 or via email at acatalano@woodardcurran.com.

Sincerely,

WOODARD & CURRAN, INC.



Anthony Catalano, P.E.
Vice President, Senior Principal



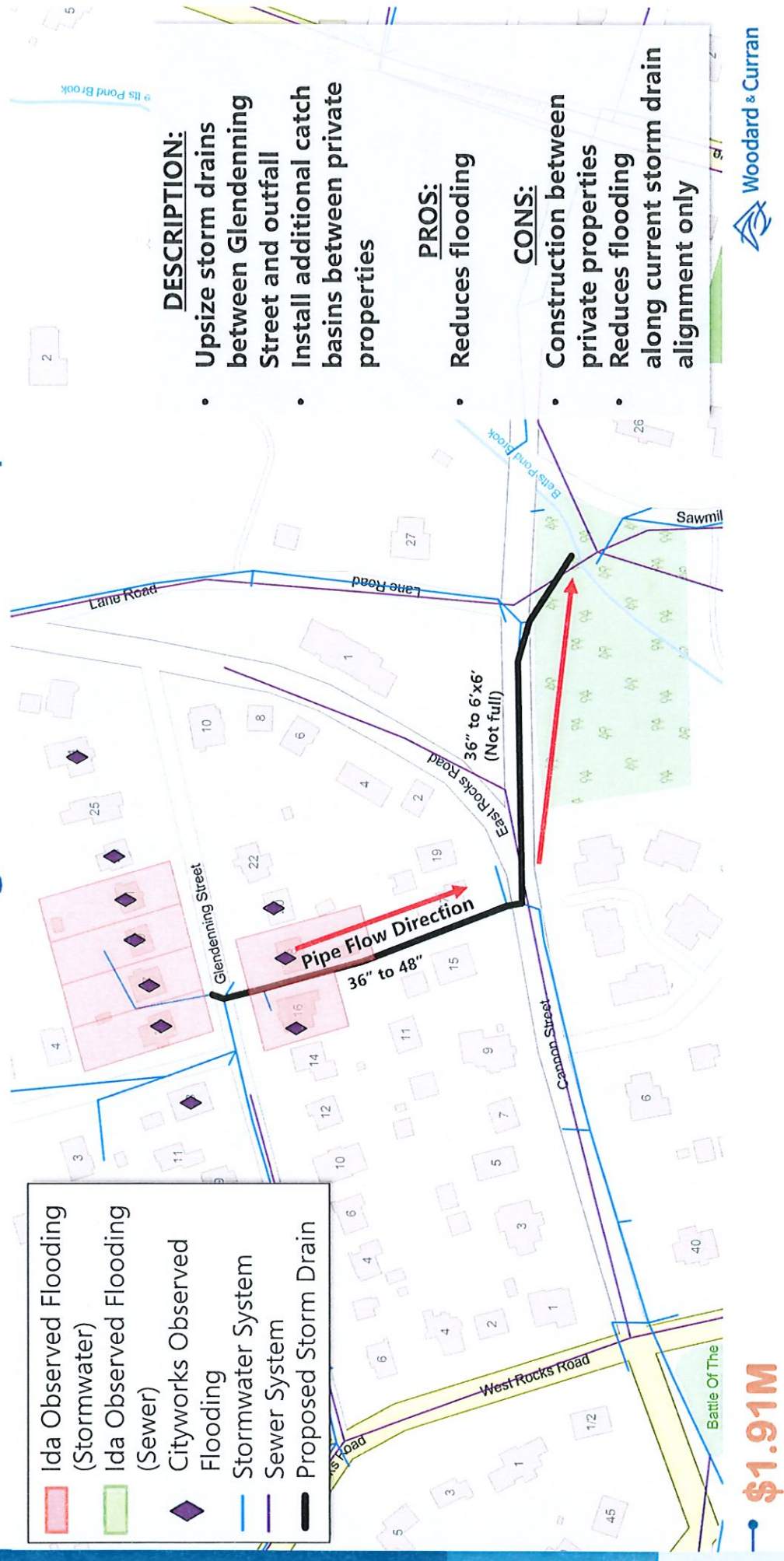
Darrin Stairs, P.E.
Senior Project Manager, Principal

PN 232240.00

Attachments:

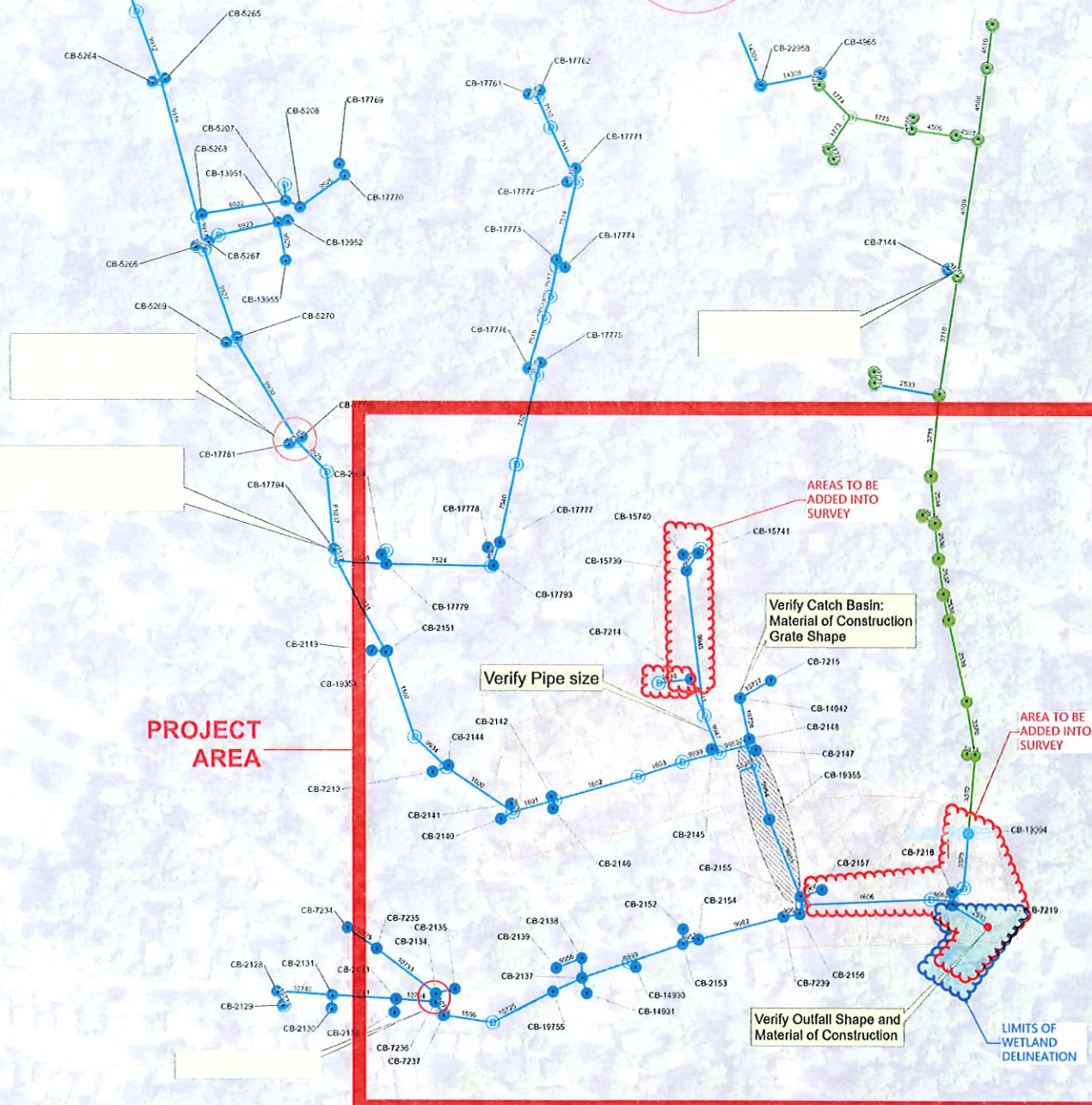
- Figure 1 – Alt 2 Glendenning to Cannon Street
- Figure 2 – Limits of Field Investigations

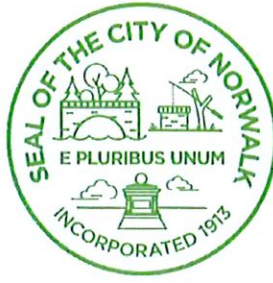
Alternative 2: Glendenning to Cannon St Improvements



Data to be collected by City:	
Catch Basin	76
Manhole	24
Junction	12
Data to be collected by Survey:	
Catch Basin	19
Manhole	11
Junction	5
Outfall	1

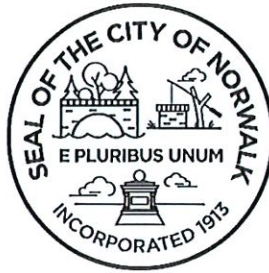
Total		
	Catch Basin	95
	Manhole	35
	Junction	17
	Outfall	1





Contract Staff Summary

Department/Staff Contact	Public Works / Engineering Vanessa Valadares x47902
Common Council Committee	Public Works Committee
Date Approved by Committee	June 4, 2024
Purpose/Scope	Authorize the Purchasing Agent to authorize a Sole Source purchase order to Tesla Inc. for the purchase of four (4) Tesla - model Y cars
Vendor (Indicate if new or existing vendor)	TESLA <i>Inc.</i>
Term of Contract	
Method of Procurement (Indicate if sole source)	Sole Source
Cost of Contract	\$200,520.00
Funding Source/Account Number	09 24 4031 5777 C0313 09 25 4031 5777 C0313 09 25 4031 5777 C0716 09 24 4062 5777 C0361
Additional Information/Other Details	



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 5/24/24

DEPARTMENT: Operations

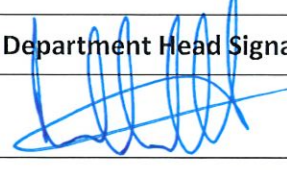
Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

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

TOTAL COST: \$200,520.00 MUNIS Account: Please see below

VENDOR: Tesla Inc.

Purchasing Agent Signature 	The Purchasing Agent ☐ Supports	Department Head Signature 
Purchasing Agent Name	☐ Does Not Support	Department Head Name
Date <u>5/29/2024</u>	☐ Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Date <u>05/29/24</u>

JUSTIFICATION:

09244062-5777-C0361 Operations would like to move forward with our City Hall Vehicle Replacment Plan by purchasing 4(four) Tesla Model Ys. These vehicles with be the Electric Vehicle (EV) replacement for the Ford Explorers, Operations have previously purchased as administrative vehicles. The market for EV vehicles with 4 wheel drive in a SUV configuration is very narrow at this time, with Tesla being one of the only manufacturer that can deliver for comparable pricing to the Explorers we currently utilize. The Tesla Model Y is available on a GSA contract #47QMCA22D000U.

Account #'s

09244031-5777-C0313, 09254031-5777-C0313, 09254031-5777-C0716, 09244062-5777-C0361

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

Vendor 1: Chevrolet (Blazer EV: Pricing Unavailable at this time)

Vendor 2: Ford (Escape Plug In Hybrid: Currently unavailable, no eta given)

EMERGENCY: Explain in detail the nature of the emergency _____



45500 Fremont Blvd
Fremont, CA 94538
Attn: Mac Dunmire
240-821-3055

Item #	Description	Quantity	Units of Measure	Unit Price	Total Value
1	Car - Tesla Model Y	1	EACH	\$47,990.00	\$47,990.00
Standard Equipment Features					
	Color: Quicksilver	1	EACH	\$2,000.00	\$2,000.00
	Autopilot	1	EACH	\$0.00	\$0.00
	Power Doors	1	EACH	\$0.00	\$0.00
	Center console w storage, 4 USB-C ports and wireless charging for 2 smartphones	1	EACH	\$0.00	\$0.00
	Power Windows	1	EACH	\$0.00	\$0.00
	Carpeted Flooring Front and Rear	1	EACH	\$0.00	\$0.00
	19" Gemini Wheels	1	EACH	\$0.00	\$0.00
	All Black Interior	1	EACH	\$0.00	\$0.00
	Synthetic Leather Seats	1	EACH	\$0.00	\$0.00
	Tinted glass roof with ultraviolet and infrared protection	1	EACH	\$0.00	\$0.00
	Rear View Camera	1	EACH	\$0.00	\$0.00
	Tilt Steering Wheel	1	EACH	\$0.00	\$0.00
	Keys (2 Keys Standard)	1	EACH	\$0.00	\$0.00
	12-way power adjustable front and rear heated seats	1	EACH	\$0.00	\$0.00
	Front License Plate Holder	1	EACH	\$0.00	\$0.00
	Mirrors, Power folding, auto-dimming, heated	1	EACH	\$0.00	\$0.00
	Glass, Privacy	1	EACH	\$0.00	\$0.00
	Interior floor mats	1	EACH	\$0.00	\$0.00
	Traffic Aware Cruise Control	1	EACH	\$0.00	\$0.00
	LED fog lamps	1	EACH	\$0.00	\$0.00
	Eight surround cameras and 12 ultrasonic sensors	1	EACH	\$0.00	\$0.00
	Premium audio –14 speakers, 1 subwoofer, 2 amps, and immersive sound	1	EACH	\$0.00	\$0.00
	Back Up Alarm	1	EACH	\$0.00	\$0.00
	A/C, High Capacity Front/Rear	1	EACH	\$0.00	\$0.00
	Fee- Destination	1	EACH	\$1,390.00	\$1,390.00
	Order Fee	1	EACH	\$250.00	\$250.00
Total excluding tax and fees				\$ 51,630.00	\$ 51,630.00
Current Est. Delivery: June 2024					



45500 Fremont Blvd
Fremont, CA 94538
Attn: Mac Dunmire
240-821-3055

Item #	Description	Quantity	Units of Measure	Unit Price	Total Value
1	Car - Tesla Model Y	3	EACH	\$47,990.00	\$143,970.00
	310 mile range Dual Motor All-Wheel Drive				
Standard Equipment Features					
	Color: Stealth Grey	3	EACH	\$0.00	\$0.00
	Autopilot	3	EACH	\$0.00	\$0.00
	Power Doors	3	EACH	\$0.00	\$0.00
	Center console with storage, 4 USB-C ports and wireless charging for 2 smartphones	3	EACH	\$0.00	\$0.00
	Power Windows	3	EACH	\$0.00	\$0.00
	Carpeted Flooring Front and Rear	3	EACH	\$0.00	\$0.00
	19" Gemini Wheels	3	EACH	\$0.00	\$0.00
	All Black Interior	3	EACH	\$0.00	\$0.00
	Synthetic Leather Seats	3	EACH	\$0.00	\$0.00
	Tinted glass roof with ultraviolet and infrared protection	3	EACH	\$0.00	\$0.00
	Rear View Camera	3	EACH	\$0.00	\$0.00
	Tilt Steering Wheel	3	EACH	\$0.00	\$0.00
	Keys (2 Keys Standard)	3	EACH	\$0.00	\$0.00
	12-way power adjustable front and rear heated seats	3	EACH	\$0.00	\$0.00
	Front License Plate Holder	3	EACH	\$0.00	\$0.00
	Mirrors, Power folding, auto-dimming, heated	3	EACH	\$0.00	\$0.00
	Glass, Privacy	3	EACH	\$0.00	\$0.00
	Interior floor mats	3	EACH	\$0.00	\$0.00
	Traffic Aware Cruise Control	3	EACH	\$0.00	\$0.00
	LED fog lamps	3	EACH	\$0.00	\$0.00
	Eight surround cameras and 12 ultrasonic sensors	3	EACH	\$0.00	\$0.00
	Premium audio -14 speakers, 1 subwoofer, 2 amps, and immersive sound	3	EACH	\$0.00	\$0.00
	Back Up Alarm	3	EACH	\$0.00	\$0.00
	A/C, High Capacity Front/Rear	3	EACH	\$0.00	\$0.00
	Fee- Destination	3	EACH	\$1,390.00	\$4,170.00
	Order Fee	3	EACH	\$250.00	\$750.00
Total excluding tax and fees				\$ 49,630.00	\$ 148,890.00
Current Est. Delivery: June 2024					

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. Tesla, Inc.	
	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. 1 Tesla Road 6 City, state, and ZIP code Austin, TX 78725 7 List account number(s) here (optional)	Requester's name and address (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.

Note: 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									
9	1	-	2	1	9	7	7	2	9

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 ► *Josh Gruber*

Date ► 02/07/2024

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

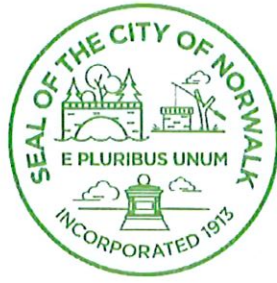
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (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.



Contract Staff Summary

Department/Staff Contact	Department of Public Works / Daniel Stanton, PE
Common Council Committee	Public Works Committee
Date Approved by Committee	
Purpose/Scope	The City is administering a Department of Economic and Community Development (DECD) Community Investment Fund Grant for DRG2024-1 Lockwood and Heather Lane Drainage Improvements. We requested and have reviewed a task order to provide construction administration and inspection services. We recommend that this contract is approved to the apparent low bidder, Tighe & Bond, Inc..
Vendor (Indicate if new or existing vendor)	Tighe & Bond, Inc.
Term of Contract	Not to Exceed
Method of Procurement (Indicate if sole source)	Bid
Cost of Contract	\$466,000
Funding Source/Account Number	09 24 4021 5799 C0689 09 21 4021 5777 C0440
Additional Information/Other Details	DPW2024-2 On-Call Construction Inspection Observation Services First Amendment



CITY OF NORWALK
Daniel Stanton, PE
*Senior Engineer/Department
of Engineering*
125 East Avenue
Norwalk, CT 06856
Office: 203 -854 7981
dstanton@norwalkct.gov

MEMORANDUM

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

CC: James Meehan, P.E. – Principal Engineer

FROM: Daniel Stanton, PE – Senior Civil Engineer

RE: Project DPW2024-2 On-Call Construction Inspection - Observation Services – First (1st) Amendment

DATE: May 23, 2024

The Department of Public Works has a existing contract for “Project DPW2024-2.” This project consists of the City’s On-Call Construction Inspection - Observation Services. This contract was approved at the February 13, 2024 Common Council Meeting.

The City is administering a Department of Economic and Community Development(DECD) Community Investment Fund Grant for DRG2024-1 Lockwood and Heather Lane Drainage Improvements. We requested and have reviewed a task order to provide construction administration and inspection services. We recommend that this contract is approved to Tighe & Bond, Inc.

I would like to request that the following items be included on the agenda for the June 4, 2024, Public Works Committee meeting.

- 1) Authorize the Mayor, Harry W. Rilling, to execute a first(1st) Amendment between the City of Norwalk and Tighe & Bond, Inc. for Project DPW2024-2 On-Call Construction Inspection - Observation Services for an amount not to exceed \$466,000.00, billable on an hourly basis.

Account No.

09 24 4021 5799 C0689

09 21 4021 5777 C0440

A copy of the bid information from the Purchasing Department for Project 4338, DPW2024-2 On-Call Construction Inspection - Observation Services can be found at the link below.

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

Attached: Tighe & Bond Proposal

23-0814-0-P036
May 7, 2024
Revised May 23, 2024

Mr. Daniel Stanton, PE
Sr. Civil Engineer
City of Norwalk
125 East Avenue
Norwalk, CT 06856

Re: **Lockwood Lane & Heather Lane Storm Drainage Improvements (DRG2024-1)
Construction Administration & Construction Observation Services**

Dear Mr. Stanton:

Tighe & Bond is pleased to submit this proposal to the City of Norwalk to provide Construction Phase Services for the Lockwood Lane & Heather Lane Drainage Improvements Project (the Project). Based on the Bid Documents and discussions with the City, we have assumed that work on the Project will begin in Summer, 2024 and continue for an estimated 430 calendar days (approximately 310 work days). We have also assumed that the City of Norwalk Department of Public Works (DPW) will designate a Project Manager for this Project who will serve as the primary point of contact with the Contractor and Tighe & Bond's staff. Tighe & Bond's Construction Phase Services will be limited to the Construction Administration and Construction Observation Tasks described below. Based on these assumptions, we propose the following Scope of Services:

SCOPE OF SERVICES

A. Construction Administration Services (Office)

Provide Construction Administrative assistance to the City of Norwalk during the construction phase of the project, which we have estimated will span a period of approximately 430 calendar days (approximately 310 work days), including the following services:

1. Attend a Kick-Off Meeting with the City of Norwalk staff and the Contractor.
2. Attend regularly scheduled construction meetings with the Contractor and City of Norwalk (assume monthly). We have included attendance at up to 16 construction meetings. Prepare minutes documenting the discussions during the progress meetings.
3. Review contractor's monthly pay estimates. We have included review of up to 18 pay estimates (includes final invoice for retainage release).
4. Maintain log of quantities of pay items completed.
5. Provide coordination with field staff and advise on field issues.
6. Review and process the following documents (if requested by the City of Norwalk), and distribute to the City, Contractor and field Construction Observation personnel:
 - a. Detailed construction and shop drawings for compliance with design concept and intent. Laboratory, shop and mill test reports and certificates for

- materials and equipment. We have assumed a review of up to 30 project submittals.
 - b. Contractor's questions and RFI's during construction. We have assumed providing a review and response to up to 20 RFI's.
 - c. Contract change orders, if necessary. We have assumed the review of up to five (5) change orders including review of the Contractor's supplied cost breakdown. We have assumed the City of Norwalk will prepare any required contract change orders.
7. Complete final review of the completed construction and prepare a report on any readily observable deficiencies, corrective actions required, and recommendations for final acceptance of the project.
 8. Review the as-built survey provided by the Contractor at the completion of construction activities. We have assumed that Record Drawings will be prepared by others.
 9. Assist the City of Norwalk with completion of closeout documentation required by DECD.

B. Construction Observation Services (Field)

Tighe & Bond will provide on-site observation of construction activities during periods of active construction. We have assumed the active construction period will be approximately 430 calendar days, or 310 work days. Removing holidays, Construction Observation services are based on an estimate of approximately 300 days on site. Services will include:

1. Furnish on-site construction observation services throughout the active construction period. We have assumed the active construction period will be 430 calendar days, and have included up to 300 days on site for our Construction Observer. One Construction Observer will be provided during this period. We have assumed that the Contractor will work 9 hour work days on average, five days per week.

Tighe & Bond's on-site observer will observe/view the Contractor's services for noticeable deficiencies from contract documents, assist in design interpretation, and confirm the construction is in general conformity with the contract documents. We are on-site for the City of Norwalk's benefit and will notify the City of Norwalk of deficiencies in order for the City of Norwalk to determine if stopping the Contractor's services are appropriate and in the best interest of the Project performance. The means and methods the Contractor should use to accomplish the design element/component of the specifications will be determined by the Contractor, who will also be responsible for compliance with laws, rules, and regulations, as well as, the overall supervision of the site health and safety.

2. Field checking of the construction contractor's shop and working drawings and comparing them with the approved plans.
3. Measurement, computation, or checking of quantities of work performed and quantities of materials in place for partial and final payments to the Contractor.
4. Preparation of daily observation reports covering the work in progress, and documenting delays to construction, unusual events, visitors to the work site, etc.
5. Monitoring work in progress for adherence to construction contract requirements.

6. Provide oversight of outside material testing services: arranging for and witnessing of field, laboratory, or shop tests for construction materials as specified to be completed by the City in the drawings and specifications (if required). We have assumed that the City of Norwalk will contract with an outside material testing laboratory directly, if required, and have not included costs for outside lab services.
7. Coordination of the construction activity with the City of Norwalk.

Assumptions and Exclusions

1. We have assumed that the construction observation services will be provided for a maximum of 2,700 hours (approximately 300 work days). Should additional construction observation services be required, an amendment can be provided for additional services. We have assumed a Construction Observer will be on site for this project.
2. Field survey services, including preparation of an as-built survey or Record Drawings, are not included.
3. Environmental services are not included.
4. Material testing services (e.g., soil compaction, concrete cylinders for compressive strength, welds) are not included.
5. All services not specifically identified in the Scope of Services are excluded.

FEES

Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$466,000 as detailed below. We will undertake the work on an hourly plus expense basis in accordance with the Terms and Conditions of our current On-Call Construction Observation Agreement, dated April 8, 2024, and you will be billed in accordance with the fixed rates in our On-Call Agreements for Construction Observation and Engineering Services.

In the event that the scope of work is increased for any reason, the fee to complete the work shall be mutually revised by written amendment. The included schedule and fees are based on the above scope of work and assumptions. The schedule includes reasonable allowances for review and approval times by applicable parties. This schedule may need to be adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by you, or for delays or other causes beyond our reasonable control.

For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give the City of Norwalk a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets.

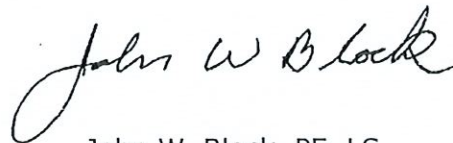
Phase	Estimate of Hours	Basis of Compensation	Estimated Fee
Construction Administration Services (Office)	580	Hourly	\$100,000
Construction Observation Services (Field)	2,700	Hourly	\$364,000
Direct Expenses (Mileage)		Allowance	\$2,000
Total			\$466,000

Very truly yours,

TIGHE & BOND, INC.



Jonathan A. Richer, PE
Senior Project Manager



John W. Block, PE, LS
Senior Vice President

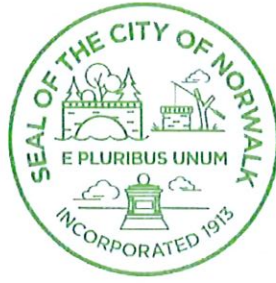
Acceptance:

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

Authorized Representative

Date

J:\N\N0814 Norwalk LPP\036 2024 Construction Observation On-Call\Proposal\Heather & Lockwood CA & CO Services Proposal 2024_05-23.Docx



Contract Staff Summary

Department/Staff Contact	Department of Public Works / Mateo Arias
Common Council Committee	Public Works Committee
Date Approved by Committee	June 4, 2024
Purpose/Scope	Paving of Several Parking Facilities
Vendor (Indicate if new or existing vendor)	B&W Paving & Landscaping LLC.
Term of Contract	The Work Proposed in the Base Bid Herein Must be Completed by August 31, 2024. Upon agreement of a starting date by both parties the Contractor will have two (2) weeks between start and finish of each parking lot. The Work Proposed in the Alternate 1 Herein Must be Completed within two (2) weeks upon agreement of a starting day by both parties, and work must be completed no later than September 30, 2024.
Method of Procurement (Indicate if sole source)	Bid
Cost of Contract	Base Bid: \$336,640.00 Alternate 1: \$80,650.10 10% Contingency: \$41,729.01
Funding Source/Account Number	0916 5010 5777 C0516 0919 5010 5777 C0516 0920 5010 5777 C0516 0922 5010 5777 C0516 0924 5010 5777 C0516 0924 7100 5777 C0295 0925 7100 5777 C0119
Additional Information/Other Details	BLDG2024-1 Paving of Ben Franklin, Kendall and Rowayton School Parking Lot.



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK

Mateo Arias

*Junior Engineer/Department of
Engineering*

125 East Avenue

Norwalk, CT 06856

Office: 203 -854 7739

marias@norwalkct.gov

MEMORANDUM

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

CC: James Meehan, P.E. – Principal Engineer

FROM: Mateo Arias – Junior Engineer

RE: BLDG2024-1 Paving Of Ben Franklin, Kendall Elementary School And Rowayton Elementary School Facility Parking Lot (Base Bid) And Paving Of DPW Operations Facility Parking Lot (Alternate 1)

DATE: May 29, 2024

The Department of Public Works has prepared plans for "Project BLDG2024-1. Paving Of Ben Franklin, Kendall Elementary School and Rowayton Elementary School Facility Parking Lot (Base Bid) And Paving Of DPW Operations Facility Parking Lot (Alternate 1)." This Project Consists Of Paving Of Several Parking Facilities.

As part of this Project, the following work is proposed to be done:

- Ben Franklin – Base Bid
- Kendall Elementary School – Base Bid
- Rowayton Elementary School – Base Bid
- DPW Operations Facility – Alternate 1

The Purchasing Agent opened the bids for this project on May 23, 2024 and the apparent low bidder for the Base Bid + Alternate 1 is B&W Paving & Landscaping LLC, with a bid amount of \$417,290.10

I have attached a copy of the selection results received from the three (3) bidders for your reference, including an itemized comparing of the three (3) apparent low responsive bid results and Engineer's Estimate for your reference. Therefore, I would like to request that the following items be included on the Agenda for the June 4, 2024, Public Works Committee meeting.

1. Authorize the Mayor Harry W. Rilling, to execute an Agreement with B&W Paving & Landscaping LLC. for Purchasing Project 4366, BLDG2024-1 Paving of Ben Franklin, Kendall Elementary School, and Rowayton Elementary School Facility Parking Lot (Base Bid) and Paving of DPW Operations Facility Parking Lot (Alternate 1) for a sum not to exceed \$336,640.00 (Base Bid) plus \$80,650.10 (Alternate 1).

Account No.

0916 5010 5777 C0516

0919 5010 5777 C0516



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK

Mateo Arias

***Junior Engineer/Department of
Engineering***

125 East Avenue

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marias@norwalkct.gov

0920 5010 5777 C0516

0922 5010 5777 C0516

0924 5010 5777 C0516

0924 7100 5777 C0295

0925 7100 5777 C0119

2. Authorize the Chief of Operations and Public Works to execute Orders on Contract with B&W Paving & Landscaping LLC. for Purchasing Project 4366, BLDG2024-1 Paving of Ben Franklin, Kendall Elementary School, and Rowayton Elementary School Facility Parking Lot (Base Bid) and Paving of DPW Operations Facility Parking Lot (Alternate 1) for a sum not to exceed \$41,729.01.

Account No.

0916 5010 5777 C0516

0919 5010 5777 C0516

0920 5010 5777 C0516

0922 5010 5777 C0516

0924 5010 5777 C0516

0924 7100 5777 C0295

0925 7100 5777 C0119

A copy of the bid information from the Purchasing Department for Project 4366, BLDG2024-1 Paving of Ben Franklin, Kendall Elementary School, and Rowayton Elementary School Facility Parking Lot (Base Bid) and Paving of DPW Operations Facility Parking Lot (Alternate 1) can be found at the link below.

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

Project Number : BLDG2024-1 (

Project Name : PAVING OF DPW OPERATIONS FACILITY (ALTERNATE 1)

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0406171A	HMA SUPERPAVE 0.50" (12.5) LEVEL 2	300	\$152.00	\$45,600.00	\$175.00	\$52,500.00	\$200.00	\$60,000.00	\$215.00	\$64,500.00
0406267A	BITUMINOUS CONCRETE MILLING (0" - 4")	2,077	\$11.30	\$23,470.10	\$11.00	\$22,847.00	\$10.00	\$20,770.00	\$8.00	\$16,616.00
0507042A	RESET CATCH BASIN	5	\$1,500.00	\$7,500.00	\$1,200.00	\$6,000.00	\$2,500.00	\$12,500.00	\$1,000.00	\$5,000.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00
1210105	EPOXY RESIN PAVEMENT MARKINGS - SYMBOLS AND LEGENDS	50	\$10.00	\$500.00	\$8.00	\$400.00	\$10.00	\$500.00	\$10.00	\$500.00
1210124	24" WHITE EPOXY RESIN PAVEMENT MARKINGS	120	\$9.00	\$1,080.00	\$16.00	\$1,920.00	\$10.00	\$1,200.00	\$5.00	\$600.00
			\$80,650.10		\$86,667.00		\$97,470.00		\$89,516.00	

Apparent Low Bidder : B&W PAVING & LANDSCAPING, LLC

Second Bidder : WATERS CONSTRUCTION

Third Bidder : THE GRASSO COMPANIES LLC

Project Number : BLDG2024-1 (

Project Name : PAVING OF BEN FRANKLIN, KENDALL ELEMENTARY SCHOOL AND ROWAYTON ELEMENTARY SCHOOL FACILITY PARKING LOTS (BASE BID)

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0201001A	CLEARING AND GRUBBING	1	\$10,000.00	\$10,000.00	\$5,900.00	\$5,900.00	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00
0202503A	REMOVAL OF CONCRETE CURBING	20	\$5.00	\$100.00	\$74.00	\$1,480.00	\$40.00	\$800.00	\$20.00	\$400.00
0202504A	REMOVAL OF BITUMINOUS CONCRETE CURBING	1,020	\$2.00	\$2,040.00	\$6.00	\$6,120.00	\$3.00	\$3,060.00	\$8.00	\$8,160.00
0406171A	HMA SUPERPAVE 0.50" (12.5) LEVEL 2	1,095	\$175.00	\$191,625.00	\$152.00	\$166,440.00	\$170.00	\$186,150.00	\$215.00	\$235,425.00
0406204A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	60	\$75.00	\$4,500.00	\$111.00	\$6,660.00	\$184.00	\$11,040.00	\$100.00	\$6,000.00
0406267A	BITUMINOUS CONCRETE MILLING (0" - 4")	8,670	\$7.00	\$60,690.00	\$9.80	\$84,966.00	\$8.00	\$69,360.00	\$8.00	\$69,360.00
0811001A	CONCRETE CURBING	20	\$75.00	\$1,500.00	\$154.00	\$3,080.00	\$80.00	\$1,600.00	\$81.00	\$1,620.00
0815001	BITUMINOUS CONCRETE LIP CURBING	920	\$11.00	\$10,120.00	\$10.00	\$9,200.00	\$10.00	\$9,200.00	\$16.50	\$15,180.00
0921001A	CONCRETE SIDEWALK	80	\$20.00	\$1,600.00	\$57.00	\$4,560.00	\$76.00	\$6,080.00	\$32.00	\$2,560.00
0924007A	HANDICAP RAMPS (ADA COMPLIANT)	8	\$700.00	\$5,600.00	\$340.00	\$2,720.00	\$200.00	\$1,600.00	\$45.00	\$360.00
0944003A	FURNISHING AND PLACING TOPSOIL	98	\$15.00	\$1,470.00	\$40.00	\$3,920.00	\$30.00	\$2,940.00	\$30.00	\$2,940.00
0950003A	TURF ESTABLISHMENT (LAWN)	98	\$3.00	\$294.00	\$8.00	\$784.00	\$28.00	\$2,744.00	\$20.00	\$1,960.00
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00
0970007A	TRAFFICPERSON (UNIFORMED FLAGGER)	120	\$60.00	\$7,200.00	\$89.00	\$10,680.00	\$78.00	\$9,360.00	\$67.00	\$8,040.00
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$7,500.00	\$7,500.00	\$8,500.00	\$8,500.00	\$9,000.00	\$9,000.00	\$12,200.00	\$12,200.00
1210103	4" DOUBLE YELLOW EPOXY RESIN PAVEMENT MARKINGS	140	\$3.00	\$420.00	\$5.00	\$700.00	\$2.00	\$280.00	\$3.00	\$420.00
1210105	EPOXY RESIN PAVEMENT MARKINGS - SYMBOLS AND LEGENDS	1,400	\$7.00	\$9,800.00	\$4.50	\$6,300.00	\$8.00	\$11,200.00	\$10.00	\$14,000.00
1210124	24" WHITE EPOXY RESIN PAVEMENT MARKINGS	310	\$10.00	\$3,100.00	\$3.00	\$930.00	\$16.00	\$4,960.00	\$5.00	\$1,550.00
1302060A	RESET GATE BOXES	10	\$100.00	\$1,000.00	\$200.00	\$2,000.00	\$300.00	\$3,000.00	\$10.00	\$100.00
			\$335,759.00		\$336,640.00		\$351,574.00		\$402,475.00	

Apparent Low Bidder : THE GRASSO COMPANIES LLC

Second Bidder : B&W PAVING & LANDSCAPING, LLC

Third Bidder : WATERS CONSTRUCTION



DEPARTMENT OF
ENGINEERING

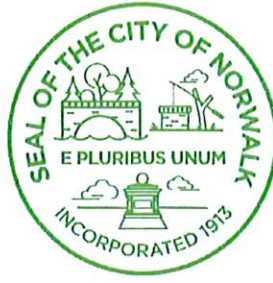
CITY OF NORWALK
Department of Engineering

Project: BLDG2024-1

BID OPENING: Wednesday
May 23, 2023

PROJECT BLDG2024-1

Itemized Proposal	Contractor		
	Waters Construction	B&W Paving	Grasso Companies
Base Bid	\$ 351,574.00	\$ 336,640.00	\$ 335,759.00
Alternate 1 (DPW Paving)	\$ 86,667.00	\$ 80,650.10	\$ 97,470.00
Base Bid + Alternate 1	\$ 438,241.00	\$ 417,290.10	\$ 433,229.00



Contract Staff Summary

Department/Staff Contact	Department of Public Works / Mateo Arias
Common Council Committee	Public Works Committee
Date Approved by Committee	June 4, 2024
Purpose/Scope	Paving and Sidewalks at Various Locations
Vendor (Indicate if new or existing vendor)	The Grasso Companies LLC.
Term of Contract	One (1) Year
Method of Procurement (Indicate if sole source)	Bid
Cost of Contract	Base Bid: \$710,650.50 Alternate 2: \$383,700.00 20% Contingency: \$218,870.10
Funding Source/Account Number	0922 4021 5777 C0021 0923 4021 5777 C0021 0924 4021 5777 C0021 0925 4021 5777 C0021 0921 4021 5777 C0440 0922 4021 5777 C0440 0924 4021 5777 C0440
Additional Information/Other Details	Project 4367 PM2024-4 Paving at Various Locations (Base Bid), Proposed Sidewalks on Richmond Hill Road, McAllister Avenue and Frances Avenue



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK

Mateo Arias

***Junior Engineer/Department
of Engineering***

125 East Avenue

Norwalk, CT 06856

Office: 203 -854 7739

marias@norwalkct.gov

MEMORANDUM

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

CC: James Meehan, P.E. – Principal Engineer

FROM: Mateo Arias – Junior Engineer

RE: PM2024-4 – Paving at Various Locations (Base Bid), Proposed Sidewalks on Richmond Hill Road, McAllister Avenue and Frances Avenue (Alternate 1 & 2)

DATE: May 29, 2024

The Department of Public Works has prepared plans for "Project PM2024-4. Paving at Various Locations (Base Bid), Proposed Sidewalks on Richmond Hill Road, McAllister Avenue and Frances Avenue (Alternate 1 & 2)" This project consists of paving and sidewalks at various locations.

As part of this Project, the following work is proposed to be done:

- Paving at Various Locations – Base Bid
- Proposed Asphalt Sidewalks at Various Locations – Alternate 1
- Proposed Concrete Sidewalks at Various Locations – Alternate 2

The Purchasing Agent opened the bids for this project on May 23, 2024 and the apparent low bidder for the Base Bid + Alternate 2 is The Grasso Companies LLC, with a bid amount of \$1,094,350.50

I have attached a copy of the selection results received from the three (3) bidders for your reference, including an itemized comparing of the three (3) apparent low responsive bid results and Engineer's Estimate for your reference. Therefore, I would like to request that the following items be included on the Agenda for the June 4, 2024, Public Works Committee meeting.

1. Authorize the Mayor Harry W. Rilling, to execute an Agreement with The Grasso Companies LLC. for Purchasing Project 4367, PM2024-4 – Paving at Various Locations (Base Bid), Proposed Sidewalks on Richmond Hill Road, McAllister Avenue and Frances Avenue (Alternate 1 & 2) for a sum not to exceed \$710,650.50 (Base Bid) plus \$383,700.00 (Alternate 2).

Account No.

0922 4021 5777 C0021

0923 4021 5777 C0021



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK

Mateo Arias

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0924 4021 5777 C0021

0925 4021 5777 C0021

0921 4021 5777 C0440

0922 4021 5777 C0440

0924 4021 5777 C0440

2. Authorize the Chief of Operations and Public Works to execute Orders on Contract with The Grasso Companies LLC. for Purchasing Project 4367, PM2024-4 – Paving at Various Locations (Base Bid), Proposed Sidewalks on Richmond Hill Road, McAllister Avenue and Frances Avenue (Alternate 1 & 2) for a sum not to exceed \$218,870.10.

Account No.

0922 4021 5777 C0021

0923 4021 5777 C0021

0924 4021 5777 C0021

0925 4021 5777 C0021

0921 4021 5777 C0440

0922 4021 5777 C0440

0924 4021 5777 C0440

A copy of the bid information from the Purchasing Department for Project 4367, PM2024-4 – Paving at Various Locations (Base Bid), Proposed Sidewalks on Richmond Hill Road, McAllister Avenue and Frances Avenue (Alternate 1 & 2) can be found at the link below.

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

Project Number : PM2024-4 (AI)

Project Name : PROPOSED ON RICHMOND HILL ROAD, MCALLISTER AVENUE AND FRANCES AVENUE

Items	Description	Quantity	Apparent Low Bidder			Second Bidder			Third Bidder			Engineering's Estima		
			Unit Price	Amount		Unit Price	Amount		Unit Price	Amount		Unit Price	Amount	
0202000	EARTH EXCAVATION	302	\$5.00	\$1,510.00		\$75.00	\$22,650.00		\$83.00	\$25,066.00		\$5.00	\$1,510.00	
0213013A	3/4" CRUSHED & WASHED STONE BASE	302	\$40.00	\$12,080.00		\$32.00	\$9,664.00		\$380.00	\$114,760.00		\$25.00	\$7,550.00	
0922001A	BITUMINOUS CONCRETE SIDEWALK	1,813	\$60.00	\$108,780.00		\$70.00	\$126,910.00		\$108.00	\$195,804.00		\$42.00	\$76,146.00	
			\$122,370.00			\$159,224.00			\$335,630.00			\$85,206.00		

Apparent Low Bidder : THE GRASSO COMPANIES LLC

Second Bidder : BURNS CONSTRUCTION COMPANY, INC.

Third Bidder : B&W PAVING & LANDSCAPING, LLC

Project Number : PM2024-4 (AI)

Project Name : PROPOSED SIDEWALKS ON RICHMOND HILL ROAD, MCALLISTER AVENUE AND FRANCES AVENUE

Items	Description	Quantity	Apparent Low Bidder			Second Bidder			Third Bidder			Engineering's Estima		
			Unit Price	Amount		Unit Price	Amount		Unit Price	Amount		Unit Price	Amount	
0202504A	REMOVAL OF BITUMINOUS CONCRETE CURBING	-3,200	\$1.50	(\$4,800.00)		\$2.50	(\$8,000.00)		\$5.25	(\$16,800.00)		\$5.00	(\$16,000.00)	
0811001A	CONCRETE CURBING	3,200	\$45.00	\$144,000.00		\$67.50	\$216,000.00		\$85.00	\$272,000.00		\$14.00	\$44,800.00	
0812000A	EXTRUDED CONCRETE CURB	-3,200	\$10.00	(\$32,000.00)		\$12.00	(\$38,400.00)		\$11.00	(\$35,200.00)		\$10.00	(\$32,000.00)	
0921001A	CONCRETE SIDEWALK	16,000	\$14.00	\$224,000.00		\$18.00	\$288,000.00		\$19.50	\$312,000.00		\$20.00	\$320,000.00	
0921011A	CONCRETE DRIVEWAY RAMP	3,500	\$15.00	\$52,500.00		\$21.00	\$73,500.00		\$31.50	\$110,250.00		\$20.00	\$70,000.00	
			\$383,700.00			\$531,100.00			\$642,250.00			\$386,800.00		

Apparent Low Bidder : THE GRASSO COMPANIES LLC

Second Bidder : B&W PAVING & LANDSCAPING, LLC

Third Bidder : BURNS CONSTRUCTION COMPANY, INC.

Project Number : PM2024-4 (BA)
Project Name : PAVING AT VARIOUS LOCATIONS

Items		Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0202504A		REMOVAL OF BITUMINOUS CONCRETE CURBING	5,875	\$5.25	\$30,843.75	\$1.50	\$8,812.50	\$3.40	\$19,975.00	\$5.00	\$29,375.00
0406172A		HMA SUPERPAVE 0.375" (9.5) LEVEL 2	2,345	\$160.00	\$375,200.00	\$155.00	\$363,475.00	\$168.00	\$393,960.00	\$160.00	\$375,200.00
0406267A		BITUMINOUS CONCRETE MILLING (0" - 4")	26,572	\$3.75	\$99,645.00	\$6.00	\$159,432.00	\$5.70	\$151,460.40	\$5.00	\$132,860.00
0406998A		DENSITY ADJUSTMENT	1	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00
0406999A		ASPHALT ADJUSTMENT COST	1	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00
0507042A		RESET CATCH BASIN	10	\$600.00	\$6,000.00	\$2,000.00	\$20,000.00	\$1,550.00	\$15,500.00	\$1,000.00	\$10,000.00
0811001A		CONCRETE CURBING	60	\$195.00	\$11,700.00	\$30.00	\$1,800.00	\$124.00	\$7,440.00	\$14.00	\$840.00
0812000A		EXTRUDED CONCRETE CURB	5,875	\$11.00	\$64,625.00	\$10.00	\$58,750.00	\$16.00	\$94,000.00	\$10.00	\$58,750.00
0921001A		CONCRETE SIDEWALK	480	\$20.75	\$9,960.00	\$10.00	\$4,800.00	\$35.00	\$16,800.00	\$20.00	\$9,600.00
0922001A		BITUMINOUS CONCRETE SIDEWALK	200	\$74.75	\$14,950.00	\$60.00	\$12,000.00	\$151.00	\$30,200.00	\$41.00	\$8,200.00
0924007A		HANDICAP RAMPS (ADA COMPLIANT)	48	\$57.45	\$2,757.60	\$500.00	\$24,000.00	\$125.00	\$6,000.00	\$45.00	\$2,160.00
0944003A		FURNISHING AND PLACING TOPSOIL	1,305	\$22.00	\$28,710.00	\$15.00	\$19,575.00	\$18.00	\$23,490.00	\$25.00	\$32,625.00
0950003A		TURF ESTABLISHMENT (LAWN)	1,305	\$6.50	\$8,482.50	\$2.00	\$2,610.00	\$5.80	\$7,569.00	\$5.00	\$6,525.00
1210106		12" WHITE EPOXY RESIN PAVEMENT MARKINGS	264	\$8.50	\$2,244.00	\$4.00	\$1,056.00	\$2.25	\$594.00	\$2.50	\$660.00
1210124		24" WHITE EPOXY RESIN PAVEMENT MARKINGS	640	\$18.00	\$11,520.00	\$6.00	\$3,840.00	\$2.25	\$1,440.00	\$5.00	\$3,200.00
1302060A		RESET GATE BOXES	50	\$75.00	\$3,750.00	\$50.00	\$2,500.00	\$440.00	\$22,000.00	\$10.00	\$500.00
				\$698,387.85		\$710,650.50		\$818,428.40		\$698,495.00	

Apparent Low Bidder : BURNS CONSTRUCTION COMPANY, INC.
Second Bidder : THE GRASSO COMPANIES LLC
Third Bidder : B&W PAVING & LANDSCAPING, LLC



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Department of Engineering

Project: PM2024-4 PAVING AT VARIOUS LOCATIONS

BID OPENING: Wednesday
May 23, 2023

PROJECT PM2024-4

Itemized Proposal	Contractor		
	B&W Paving & Landscaping LLC	Burns Construction	Grasso Companies
Base Bid	\$ 818,428.40	\$ 698,387.85	\$ 710,650.50
Alternate 1 (Asphalt Sidewalk)	\$ 335,630.00	\$ 159,224.00	\$ 122,370.00
Alternate 2 (Concrete Sidewalk)	\$ 531,100.00	\$ 642,250.00	\$ 383,700.00
Base Bid + Alternate 1	\$ 1,154,058.40	\$ 857,611.85	\$ 833,020.50
Base Bid + Alternate 2	\$ 1,349,528.40	\$ 1,340,637.85	\$ 1,094,350.50



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Department of Engineering
125 East Avenue
Norwalk, CT 06851
www.norwalkct.gov

NORWALK COMMON COUNCIL

REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: June 6, 2024

(Note - Agenda closes 12:00 Noon on the Thursday before the Council meeting.)

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST: Vanessa Valadares, Chief of Operations and Public Works / Public Works Committee

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Public Works

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES NO WHICH ONE? Public Works

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section 8-24 OF THE STATE STATUTES? YES NO XX N/A

LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or backup material. If a contract is to be awarded, please include name of contractor, amount of contract to be awarded and account from which payment will be made.)

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Colonna Concrete & Asphalt Paving, LLC for Project RD2024-2 Curbs and Sidewalks for Various Locations for a sum not to exceed \$791,450.00 with an option to extend for two (2) additional terms of one (1) year each.

Account No. 03 00 00 2602

09 23 7100 5777 C0583
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 24 4021 5777 C0318
09 25 4021 5777 C0318
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 25 4021 5777 C0440

2. Authorize the Chief of Operations and Public Works, to execute orders on the contract between the City of Norwalk and Colonna Concrete & Asphalt Paving, LLC, for Project RD2024-2 Curbs and Sidewalks for Various Locations for a sum not to exceed \$79,145.00.

Account No. 03 00 00 2602

09 23 7100 5777 C0583
09 24 4021 5777 C0021

09 25 4021 5777 C0021
09 24 4021 5777 C0318
09 25 4021 5777 C0318
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 25 4021 5777 C0440

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

Section 1-189 Charter of the City of Norwalk & Section 8-24 of the Connecticut General Statutes

EFFECTIVE DATE OF ACTION (if applicable):

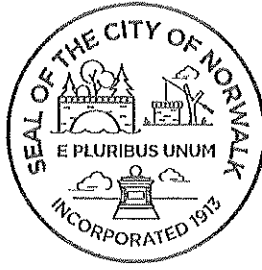
Upon adoption and compliance with Charter provisions



Signature of Person Making Request

Please fill in all blanks and note if an item is not applicable.

Amended 4/13/84



Contract Staff Summary

Department/Staff Contact	Department of Public Works / Daniel Stanton, PE
Common Council Committee	Public Works Committee
Date Approved by Committee	
Purpose/Scope	The purpose of this project is to improve curbs, sidewalks and ADA ramps throughout the City in preparation for the City paving program.
Vendor (Indicate if new or existing vendor)	Colonna Concrete & Asphalt Paving, LLC
Term of Contract	One Year (365 days) from Notice to Proceed with the ability to extend this Agreement for two (2) additional term of one (1) year each
Method of Procurement (Indicate if sole source)	Bid
Cost of Contract	Base Contract: \$791,450.00 10% Contingency: \$79,145.00 Total: \$870,595.00
Funding Source/Account Number	03 00 00 2602 09 23 7100 5777 C0583 09 24 4021 5777 C0021 09 25 4021 5777 C0021 09 24 4021 5777 C0318 09 25 4021 5777 C0318 09 21 4021 5777 C0440 09 22 4021 5777 C0440 09 24 4021 5777 C0440 09 25 4021 5777 C0440
Additional Information/Other Details	



**DEPARTMENT OF
ENGINEERING**

CITY OF NORWALK
Daniel Stanton, PE
*Senior Engineer/Department
of Engineering*
125 East Avenue
Norwalk, CT 06856
Office: 203 -854 7981
dstanton@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works
CC: James Meehan, P.E. – Principal Engineer
FROM: Daniel Stanton, PE – Senior Civil Engineer
RE: Project Bid No. 4360 RD2024-2 Curbs and Sidewalks for Various Locations
DATE: June 5, 2024

The Department of Public Works has prepared plans for “Project RD2024-2.” This project consists of the City’s Curbs and Sidewalks for Various Locations

As part of this Project, the following work is proposed to be done:

- This project makes ADA accessible ramps in anticipation of paving projects.
- This provides curbing and sidewalk installation and replacement at various locations.
- Installation of various drainage structures as needed for new curb radii
- Right of Way (ROW) grading for drainage as needed.

The Purchasing Agent opened the bids for this Project on April 15, 2024 and the apparent low bidder was Exceptional Home Improvements, LLC for a bid amount of \$622,343.95. Following that, on April 23, 2024, the Common Council voted to Authorize the Mayor to execute an agreement between the City of Norwalk and Exceptional Home Improvements, LLC.

On Tuesday, June 4, 2024, Exceptional Home Improvements, LLC requested to withdraw their bid for the project. As such, the second low bidder is Colonna Concrete & Asphalt Paving, LLC with a bid amount of \$791,450.00.

I have attached a copy of the selection results received from four (4) bidders for your reference, including an itemized comparison of the three (3) apparent low responsive bid results and Engineer’s Estimate for your reference. Therefore, I would like to request that the following items be included on the agenda for the June 11, 2024, Common Council meeting.

- 1) Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Colonna Concrete & Asphalt Paving, LLC for Project RD2024-2 Curbs and Sidewalks for Various Locations for a sum not to exceed \$791,450.00 with an option to extend for two (2) additional terms of one (1) year each.



**DEPARTMENT OF
ENGINEERING**

CITY OF NORWALK

Daniel Stanton, PE

**Senior Engineer/Department
of Engineering**

125 East Avenue

Norwalk, CT 06856

Office: 203 -854 7981

dstanton@norwalkct.gov

Account No. 03 00 00 2602
09 23 7100 5777 C0583
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 24 4021 5777 C0318
09 25 4021 5777 C0318
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 25 4021 5777 C0440

- 2) Authorize the Chief of Operations and Public Works, to execute orders on the contract between the City of Norwalk and Colonna Concrete & Asphalt Paving, LLC, for Project RD2024-2 Curbs and Sidewalks for Various Locations for a sum not to exceed \$79,145.00.

Account No. 03 00 00 2602
09 23 7100 5777 C0583
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09 25 4021 5777 C0318
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 25 4021 5777 C0440

A copy of the bid information from the Purchasing Department for Project 4360, RD2024-2 Curbs and Sidewalks for Various Locations be found at the link below.

<https://www.norwalkct.gov/DocumentCenter/Index/1773>



**DEPARTMENT OF
ENGINEERING**

City of Norwalk
Department of Operations and Public Works

Norwalk City Hall
125 East Avenue
Norwalk, CT 06856-5125
Office Telephone: (203) 854-7891
www.norwalkct.gov

BID SHEET

PROJECT: RD2024-2

Curbs and Sidewalks for Various Locations

DATE: Monday April 15, 2024 2:00 P.M.

BIDDER	BID AMOUNT	BID BOND
Exceptional Home Improvements LLC 8 Lansing Ave Trumbull, CT 06611 (Corrected Amount, Math Errors in Bid Item Totals)	\$622,173.55 \$622,343.95	15% Travelers Casualty and Surety Company
Colonna Concrete and Asphalt Paving 1233 Johnson Road Woodbridge, CT 06525 (Correct Amount, Math Error in Bid Item Total)	\$791,450.00	15% Employers Mutual Casualty Company
Southern Industries Corporation 520 White Plains Road Suite 500 Tarrytown, NY 10591 (Corrected Total Amount, Math Error in Total Amount)	\$799,783.75 \$800,683.75	15% Arch Insurance Company
Burns Construction Company 300 Sperry Avenue Stratford, CT 06615 (Bid Amount)	\$987,385.00	15% Western Surety Company

Project Number : RD2024-2

Project Name : CURB AND SIDEWALK FOR VARIOUS LOCATIONS

Apparent Low Bidder			Second Bidder			Third Bidder			Engineering's Estima			
Items	Description	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
02020000	EARTH EXCAVATION	20	\$7.36	\$147.20	\$50.00	\$1,000.00	\$140.00	\$2,800.00	\$100.00	\$2,000.00	\$100.00	\$2,000.00
02020002	ROCK EXCAVATION	20	\$8.92	\$178.40	\$200.00	\$4,000.00	\$180.00	\$3,600.00	\$275.00	\$5,500.00	\$275.00	\$5,500.00
020202451A	TEST PIT EXCAVATION	15	\$7.36	\$110.40	\$150.00	\$2,250.00	\$125.00	\$1,875.00	\$525.00	\$7,875.00	\$525.00	\$7,875.00
020202491	REMOVAL AND RESETTING OF GRANITE STONE CURBING	20	\$19.41	\$388.20	\$50.00	\$1,000.00	\$72.50	\$1,450.00	\$52.25	\$1,045.00	\$52.25	\$1,045.00
02020503A	REMOVAL OF CONCRETE CURBING	10	\$4.60	\$46.00	\$30.00	\$300.00	\$50.00	\$500.00	\$5.25	\$52.50	\$5.25	\$52.50
02020504A	REMOVAL OF BITUMINOUS CONCRETE CURBING	10	\$16.10	\$161.00	\$30.00	\$300.00	\$25.00	\$250.00	\$5.25	\$52.50	\$5.25	\$52.50
030302906	3/4" WASHED CRUSHED STONE	50	\$66.60	\$3,330.00	\$60.00	\$3,000.00	\$70.00	\$3,500.00	\$55.00	\$2,750.00	\$55.00	\$2,750.00
03040002	PROCESSED AGGREGATE BASE	50	\$64.90	\$3,245.00	\$60.00	\$3,000.00	\$70.00	\$3,500.00	\$31.50	\$1,575.00	\$31.50	\$1,575.00
04060201A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MAJOR ARTERIAL) MIN BID - SEE SPECIAL NOTES	5	\$249.56	\$1,247.80	\$300.00	\$1,500.00	\$200.00	\$1,000.00	\$260.00	\$1,300.00	\$260.00	\$1,300.00
04060202A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MINOR ARTERIAL) MIN BID - SEE SPECIAL NOTES	5	\$249.56	\$1,247.80	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$260.00	\$1,300.00	\$260.00	\$1,300.00
04060203A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (COLLECTOR) MIN BID - SEE SPECIAL NOTES	20	\$249.56	\$4,991.20	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$240.00	\$4,800.00	\$240.00	\$4,800.00
04060204A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	500	\$249.56	\$124,780.00	\$80.00	\$40,000.00	\$20.00	\$10,000.00	\$75.00	\$37,500.00	\$75.00	\$37,500.00
05060001	CONCRETE FOR RETAINING WALLS, STEPS AND COPINGS	10	\$152.85	\$1,528.50	\$1,300.00	\$13,000.00	\$725.00	\$7,250.00	\$1,155.00	\$11,550.00	\$1,155.00	\$11,550.00
05060026	RETAINING WALL	50	\$3.75	\$187.50	\$50.00	\$2,500.00	\$75.00	\$3,750.00	\$50.00	\$2,500.00	\$50.00	\$2,500.00
0507001A	TYPE "C" CATCH BASIN	10	\$1,262.68	\$12,626.80	\$5,500.00	\$55,000.00	\$5,000.00	\$50,000.00	\$3,500.00	\$35,000.00	\$3,500.00	\$35,000.00
0507042A	RESET CATCH BASIN	10	\$399.28	\$3,992.80	\$1,000.00	\$10,000.00	\$1,500.00	\$15,000.00	\$603.75	\$6,037.50	\$603.75	\$6,037.50
0507781	RESET MANHOLE	1	\$312.80	\$312.80	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
0507792A	RECONSTRUCT CATCH BASIN	20	\$126.64	\$2,532.80	\$800.00	\$16,000.00	\$125.00	\$2,500.00	\$695.72	\$13,914.40	\$695.72	\$13,914.40
0507831	CONVERT CATCH BASIN TO MANHOLE	3	\$1,868.00	\$5,604.00	\$2,500.00	\$7,500.00	\$4,250.00	\$12,750.00	\$2,625.00	\$7,875.00	\$2,625.00	\$7,875.00
0602000	DEFORMED STEEL BARS	75	\$1.49	\$111.75	\$10.00	\$750.00	\$50.00	\$3,750.00	\$2.63	\$197.25	\$2.63	\$197.25
0651343A	MISCELLANEOUS STORM DRAINAGE MODIFICATIONS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
0651743	6" POLYVINYL CHLORIDE, SDR 35 STORM DRAINAGE PIPE	10	\$12.32	\$123.20	\$60.00	\$600.00	\$100.00	\$1,000.00	\$52.50	\$525.00	\$52.50	\$525.00
0686230.10	10" HIGH DENSITY POLYETHYLENE PIPE (0'-10' DEEP)	10	\$26.56	\$265.60	\$75.00	\$750.00	\$128.00	\$1,280.00	\$50.00	\$500.00	\$50.00	\$500.00
0686230.12	12" HIGH DENSITY POLYETHYLENE PIPE (0'-10' DEEP)	10	\$33.54	\$335.40	\$80.00	\$800.00	\$130.00	\$1,300.00	\$75.00	\$750.00	\$75.00	\$750.00

Project Number : RD2024-2

Project Name : CURB AND SIDEWALK FOR VARIOUS LOCATIONS

Items	Description	Quantity	Apparent Low Bidder			Second Bidder			Third Bidder			Engineering's Estima		
			Unit Price	Amount		Unit Price	Amount		Unit Price	Amount		Unit Price	Amount	
0686230.15	15" HIGH DENSITY POLYETHYLENE PIPE (0'-10' DEEP)	10	\$48.28	\$482.80		\$90.00	\$900.00		\$150.00	\$1,500.00		\$0.00	\$0.00	
0811001A	CONCRETE CURBING	2,000	\$17.04	\$34,080.00		\$40.00	\$80,000.00		\$50.00	\$100,000.00		\$47.25	\$94,500.00	
0811008A	CONCRETE CURBING - 6" X >20"-<32"	10	\$17.96	\$179.60		\$100.00	\$1,000.00		\$80.00	\$800.00		\$52.50	\$525.00	
0811009A	CONCRETE CURBING - 6" X 32"-42"	15	\$19.68	\$295.20		\$150.00	\$2,250.00		\$70.00	\$1,050.00		\$78.75	\$1,181.25	
0813013A	16"x5" GRANITE STONE CURBING (CURVED)	10	\$32.01	\$320.10		\$150.00	\$1,500.00		\$90.00	\$900.00		\$70.09	\$700.90	
0813015A	5" X 16" GRANITE STONE CURBING (STRAIGHT)	10	\$33.86	\$338.60		\$100.00	\$1,000.00		\$90.00	\$900.00		\$59.59	\$595.90	
0813500	RESET STONE BLOCK DRIVEWAY	50	\$7.36	\$368.00		\$30.00	\$1,500.00		\$25.00	\$1,250.00		\$31.50	\$1,575.00	
0814001	RESET STONE CURBING	50	\$9.71	\$485.50		\$50.00	\$2,500.00		\$30.00	\$1,500.00		\$26.25	\$1,312.50	
0815001	BITUMINOUS CONCRETE LIP CURBING	300	\$14.76	\$4,428.00		\$15.00	\$4,500.00		\$28.00	\$8,400.00		\$5.25	\$1,575.00	
0921001A	CONCRETE SIDEWALK	8,000	\$2.30	\$18,400.00		\$16.00	\$128,000.00		\$20.25	\$162,000.00		\$12.00	\$96,000.00	
0921011A	CONCRETE DRIVEWAY RAMP	250	\$2.93	\$732.50		\$25.00	\$6,250.00		\$28.75	\$7,187.50		\$14.00	\$3,500.00	
0921014A	PRECAST CONCRETE PAVER SIDEWALK AND DRIVEWAY	10	\$62.46	\$624.60		\$50.00	\$500.00		\$38.75	\$387.50		\$45.00	\$450.00	
0921021A	RELAY PRECAST CONCRETE PAVER SIDEWALK AND DRIVEWAY	50	\$62.46	\$3,123.00		\$30.00	\$1,500.00		\$39.25	\$1,962.50		\$43.75	\$2,187.50	
0921045	REPLACE STONE SIDEWALK	50	\$61.06	\$3,053.00		\$30.00	\$1,500.00		\$42.50	\$2,125.00		\$31.50	\$1,575.00	
0922001A	BITUMINOUS CONCRETE SIDEWALK	130	\$61.78	\$8,031.40		\$60.00	\$7,800.00		\$20.75	\$2,697.50		\$52.50	\$6,825.00	
0922501A	BITUMINOUS CONCRETE DRIVEWAY	75	\$61.78	\$4,633.50		\$60.00	\$4,500.00		\$34.25	\$2,568.75		\$50.00	\$3,750.00	
0924007A	HANDICAP RAMPS (ADA COMPLIANT)	600	\$6.38	\$3,828.00		\$25.00	\$15,000.00		\$28.75	\$17,250.00		\$27.30	\$16,380.00	
0944003A	FURNISHING AND PLACING TOPSOIL	1,000	\$28.45	\$28,450.00		\$10.00	\$10,000.00		\$18.75	\$18,750.00		\$11.55	\$11,550.00	
0950003A	TURF ESTABLISHMENT (LAWN)	1,000	\$23.94	\$23,940.00		\$6.00	\$6,000.00		\$8.75	\$8,750.00		\$1.05	\$1,050.00	
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	\$80,000.00	\$80,000.00		\$80,000.00	\$80,000.00		\$80,000.00	\$80,000.00		\$80,000.00	\$80,000.00	
0970007A	TRAFFICPERSON (UNIFORMED FLAGGER)	1,800	\$46.00	\$82,800.00		\$35.00	\$63,000.00		\$50.50	\$90,900.00		\$55.00	\$99,000.00	
0975003A	MOBILIZATION	10	\$5,000.00	\$50,000.00		\$10,000.00	\$100,000.00		\$5,000.00	\$50,000.00		\$1,500.00	\$15,000.00	
1000010A	MISCELLANEOUS TRANSITIONS TO MEET EXISTING PROPERTY CONDITIONS	1	\$50,000.00	\$50,000.00		\$50,000.00	\$50,000.00		\$50,000.00	\$50,000.00		\$50,000.00	\$50,000.00	
1111711	RECTANGULAR RAPID FLASHING BEACON (RRFB)	2	\$368.00	\$736.00		\$1,500.00	\$3,000.00		\$500.00	\$1,000.00		\$500.00	\$1,000.00	
1302060A	RESET GATE BOXES	15	\$368.00	\$5,520.00		\$100.00	\$1,500.00		\$250.00	\$3,750.00		\$52.50	\$787.50	
			\$622,343.95			\$791,450.00			\$800,683.75			\$686,819.70		

Apparent Low Bidder : EXCEPTIONAL HOME IMPROVEMENTS, LLC

Second Bidder : Colonna Concrete and Asphalt Paving, LLC

Wednesday, February 28, 2024

Project Number : RD2024-2

Project Name : CURB AND SIDEWALK FOR VARIOUS LOCATIONS

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Third Bidder : SOUTHERN INDUSTRIES CORPORATION										

RE: RD2024-2 Curbs and Sidewalks for Various Locations - Contract Discussion

Conners, Sharon <sconners@norwalkct.gov>

Wed 6/5/2024 9:09 PM

To: Stanton, Daniel <DStanton@norwalkct.gov>; Meehan, James <jmeehan@norwalkct.gov>; Callahan, Darin L

<dcallahan@norwalkct.gov>

Cc: McCauley, Christopher <CMcCauley@norwalkct.gov>

Attendees of the meeting below received Exceptional Home Improvement's request to review their bid withdrawal request for project 4360 RD2024-2 Curbs and Sidewalks for Various Locations. In the City's best interest, the Purchasing Department has accepted their bid withdrawal request and has recommended to award this project to the next apparent low bidder.

Sharon Conners

Purchasing Agent

City of Norwalk

125 East Avenue

PO BOX 5125

Norwalk, CT 06856-5125

203-854-7947 office

Purchasing & Central Services



-----Original Appointment-----

From: Stanton, Daniel <DStanton@norwalkct.gov>

Sent: Friday, May 31, 2024 11:15 AM

To: Stanton, Daniel; Valadares, Vanessa; Meehan, James; Conners, Sharon; Callahan, Darin L; Exceptional Home Improvements; Cardascia, Christine

Cc: McCauley, Christopher

Subject: RD2024-2 Curbs and Sidewalks for Various Locations - Contract Discussion

When: Tuesday, June 4, 2024 3:00 PM-4:00 PM (UTC-05:00) Eastern Time (US & Canada).

Where: DPW Conference Room Main

Please let me know if you can attend to discuss the project contract and next steps.

This meeting includes our Chief of Operations, Principal Engineer, Purchasing Agent, Legal, and Contractor.

Sincerely,

Dan

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 241 019 194 877

Passcode: EXfVQL

For organizers: [Meeting options](#)

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

VII.C.

DATE OF REQUEST:

(Note - Agenda closes 12:00 PM on the Thursday before the Council meeting.)

6/6/24

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST:

Lamond Daniels, Community Services Department

SECTION ON AGENDA WHERE ITEM IS TO APPEAR:

Community Services

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES NO WHICH ONE?

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section 8-24 OF THE STATE STATUTES? YES NO N/A

LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or backup material. If a contract is to be awarded, please include name of contractor, amount of contract to be awarded and account from which payment will be made.)

Authorize the Mayor, Harry W. Riling to execute any and all agreements, documents instruments, or amendments necessary to accept and receive Child Day Care grant funds allocated to the City of Norwalk from the State of Connecticut, Office of Early Childhood (OEC) for State Fiscal Year 2025.

Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with Americares Free Clinics (AFC) in the amount of \$10,000.00 to provide free health care services for Norwalk residents who other cannot pay, utilizing account number 012010-5A0620.

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

EFFECTIVE DATE OF ACTION (if applicable):


Signature of Person Making Request

Please fill in all blanks and note if an item is not applicable.

Amended 4/13/84



TO: Community Services Committee
FROM: Mary Oster, Early Childhood Coordinator
SUBJECT: State Contract (Child Daycare Funding) 20OECDC01NWK
CONTRACT PERIOD: 7/1/2024-6/30/2025
CONTRACT AMOUNT: \$1,874,500.50

DATE: June 4, 2024

Action to be taken:

- 1. Authorize the Mayor, Harry W. Riling to execute any and all agreements, documents instruments, or amendments necessary to accept and receive Child Day Care grant funds allocated to the City of Norwalk from the State of Connecticut, Office of Early Childhood (OEC) for State Fiscal Year 2025.**

Norwalk Child Daycare Contract Funding

Child Day Care programs provide early care and education to infants, toddlers, and preschoolers who meet certain eligibility requirements, including falling below 75% of the state median income. These programs are located in various towns and cities across Connecticut. Section 8-210 of the Connecticut General Statutes (C.G.S.) specifies that the purpose of this funding is for the development and operation of child day care centers for children disadvantaged by reasons of economic, social or environmental conditions pursuant.

The services provided through the Child Day Care Contracts are supported through state funds. Enrollment is conducted at individual programs.

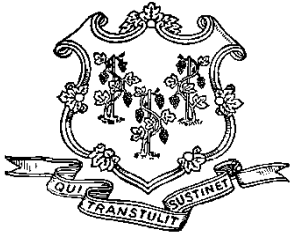
The Child Daycare Contract funds full day, full year infant, toddler, preschool and toddler wrap-around care in the Norwalk programs listed below.

Program	# children	Slot type
Growing Seeds Too Child Development Center-Ben Franklin	16 43	Toddler Preschool
Growing Seeds Child Development Center-Trinity	8	Toddler
Stepping Stones Museum for Children, Inc.	3	Toddler
Maritime Odyssey Learning, Inc.	56	Infant/Toddler
Connecticut Institute for Communities, Inc. (Head Start provider)	43	Toddler Wrap

		(extends the day for working families)
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Child Daycare Contract funded programs:

- Must be National Association for the Education of Young Children (NAEYC) accredited within 3 years of funding and remain accredited throughout funding.
- Must be licensed by the Connecticut Office of Early Childhood (OEC)
- Follow all OEC requirements and policies.
- Submit monthly program status reports to the OEC's online ECE Reporter system. These are approved by city's Early Childhood Coordinator.
- Receive twice-yearly monitoring visits to check child records for family eligibility by the City's Early Childhood Coordinator.
- Each funded classroom teacher is observed by the City's Early Childhood Coordinator using the CLASS monitoring tool.
- Receives periodic walk-through visits by City's Early Childhood Coordinator.



STATE OF CONNECTICUT
OFFICE OF EARLY
CHILDHOOD

CONTRACT
AMENDMENT

Contractor: City of Norwalk
Contractor Address: 125 East Avenue (City Hall), Norwalk, CT 06856
Contract Number: 22OECCDC01NWK
Amendment Number: A2
Contract Maximum, as Amended: \$5,978,654.63
Contract Term, as Amended: 06/27/2022 – 6/30/2025

The contract between **City of Norwalk** (*the “Contractor”*) and the **Office of Early Childhood** (*the “Agency”*), which was executed by the parties on October 25, 2022, and subsequently amended on March 24, 2023, is hereby further amended as follows:

1. Page 1 of the original contract, Contract Term is amended to extend the contract period by twelve (12) months from June 30, 2024, to June 30, 2025, and the total maximum amount payable under this contract has **increased by \$2,069,153.64 from \$3,909,500.99 to \$5,978,654.63.**
2. Funding provided to the Contractor under this Contract is being increased by \$2,069,153.64 as follows:
 - a. Funding in the amount of \$44,587.74 is added to State Fiscal Year 2024 (July 1, 2023 – June 30, 2024) pursuant to Public Act 23-204, Sec. 41, (b)(22) to provide support for Private Providers during SFY 2024. The Private Provider payment shall be used for recurring operating expenses, reasonably attributed to the delivery of contractual services.
 - b. Funding in the amount of \$2,024,565.90 to support program implementation in State Fiscal Year 2025 (July 1, 2024 – June 30, 2025). Funding in SFY 2025 includes the annualized Private Provider support payment, and a rate increase for the full-time preschool category of care from \$8,924 per child per year to \$10,500 per child per year, pursuant to Public Act 23-150, Sec. 1, (1)(b).
3. Category of Care for service, Part I, Section B.2 of this contract, is hereby deleted and the following is substituted in lieu thereof:

Transitional Week of Care

# Spaces	Categories of Care	Weekly Rate	# weeks
86	Spaces of full-time infant/toddler care	259.62	1
43	Spaces of full-time preschool care	171.61	1
43	Spaces of wraparound preschool care	67.00	1

SFY 2023

# Spaces	Categories of Care	Monthly Contract Rate	# months /year
86	Spaces of full-time infant/toddler care	1,125.00	12
43	Spaces of full-time preschool care	743.66	12

43	Spaces of wraparound preschool care	290.33	12
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SFY 2023 – Infant/Toddler Expansion Services/Spaces

# Spaces	Categories of Care	Monthly Contract Rate	# months /year
4	Spaces of full-time infant/toddler care	1,125.00	7

SFY 2024

# Spaces	Categories of Care	Monthly Contract Rate	# months /year
86	Spaces of full-time infant/toddler care	1,125.00	12
43	Spaces of full-time preschool care	743.66	12
43	Spaces of wraparound preschool care	290.33	12

SFY 2024 – Infant/Toddler Expansion Services/Spaces

# Spaces	Categories of Care	Monthly Contract Rate	# months /year
4	Spaces of full-time infant/toddler care	1,125.00	12

SFY 2025

# Spaces	Categories of Care	Monthly Contract Rate	# months /year
86	Spaces of full-time infant/toddler care	1,125.00	12
43	Spaces of full-time preschool care	875.00	12
43	Spaces of wraparound preschool care	290.33	12

SFY 2025 – Infant/Toddler Expansion Services/Spaces

# Spaces	Categories of Care	Monthly Contract Rate	# months /year
4	Spaces of full-time infant/toddler care	1,125.00	12

4. Family Income Eligibility, Part I, Section B.6c is hereby deleted and the following is substituted in lieu thereof:

- c. At least sixty (60) percent of families enrolled must fall at or below seventy-five (75) percent of the state's median income level. The OEC shall notify the Contractor, in writing, of the state's median income guidelines. Once enrolled in a Child Day Care funded space, families will remain eligible until their youngest child ages out. It is the program's responsibility to monitor this ratio and maintain documentation.

5. Funding and Payment Provisions, Part I, Section D.5a, as last amended in item 4 of Amendment 1, is hereby deleted and the following is substituted in lieu thereof:

The Contractor shall receive a maximum payment of up to **\$5,978,654.63** for performance under this contract, distributed as follows:

- (1) A maximum of \$32,587.55 for Transitional Week of Care;
- (2) A maximum of \$75,000.00 for One-time Classroom Expansion funding for State Fiscal Year 2023 only;
- (3) A maximum of \$1,889,706.72 for State Fiscal Year 2023;
- (4) A maximum of \$1,956,794.46 for State Fiscal Year 2024; and
- (5) A maximum of \$2,024,565.90 for State Fiscal Year 2025.

6. Funding and Payment Provisions, Part I, Section D.5f is hereby deleted and the following is substituted in lieu thereof:

- f. Payments shall be made on or after the following dates:

Payment Period/Type	Payment Dates
Transitional Week of Care	Upon contract execution

SFY 2023	Upon contract execution	10/31/2022	1/31/2023	4/30/2023
SFY 2024	7/31/2023	10/31/2023	1/31/2024	4/30/2024
SFY 2024 Private Provider	Upon execution of contract amendment A2			
SFY 2025	7/31/2024	10/31/2024	1/31/2025	4/30/2025

7. Overpayments, Part I, Section D.5h(2)(b), is hereby deleted and the following is substituted in lieu thereof:

h(2)(b). Overpayments.

If it is determined that the Contractor is overpaid, at the discretion of the OEC Commissioner, the OEC may:

- (i.) apply a reduction to future payments under this contract;
- (ii.) request the Contractor shall at the end of the contract period, or earlier if the contract is terminated, return to the OEC unexpended funds within thirty (30) days; or
- (iii.) allow the Contractor to retain refunds for recurring operation expenses reasonably attributed to the delivery of contractual services.

8. The Budget, Part I, Section E.1, as last amended in item 6 of Amendment 1, is hereby deleted and the following is substituted in lieu thereof:

1. Budget. The Contractor agrees to utilize OEC funds in accordance with the space calculation contained herein. The Contractor will provide the OEC with a copy of its revised budget by June 30, 2024.

Transitional Week of Care

# Spaces	Categories of Care	Weekly Contract Rate	# Weeks	Total for Week
86	Spaces of full-time infant/toddler care	259.62	1	22,327.32
43	Spaces of full-time preschool care	171.61	1	7,379.23
43	Spaces of wraparound preschool care	67.00	1	2,881.00
Total Amount for Services				32,587.55

SFY 2023 – One-time Classroom Expansion Funds

# of Classroom Equivalents	Maximum funding per classroom equivalent	Maximum Total
1	75,000.00	75,000.00

SFY 2023

# Spaces	Categories of Care	Monthly Contract Rate	# months/year	Total Yearly Amount
86	Spaces of full-time infant/toddler care	1,125.00	12	1,161,000.00
43	Spaces of full-time preschool care	743.66	12	383,728.56
43	Spaces of wraparound preschool care	290.33	12	149,810.28
Total Amount for Services SFY 2023				1,694,538.84
COLA (Annualized)				72,772.82
COLA for staff salaries SFY 2023				<u>90,895.06</u>
TOTAL COLA SFY 2023				163,667.88
Total maximum SFY 2023 amount				1,858,206.72

SFY 2023 – Infant/Toddler Expansion Program

# Spaces	Categories of Care	Monthly Contract Rate	months/year	Total Yearly Amount
4	Spaces of full-time infant/toddler care	1,125.00	7	31,500.00

	SFY 2023 Infant/Toddler Expansion Space funding	31,500.00
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SFY 2023 TOTAL FUNDING

	Total Amount SFY 2023 for Original Spaces	1,858,206.72
	SFY2023 Infant/Toddler Expansion Space Funding	31,500.00
	SFY 2023 TOTAL FUNDING	1,889,706.72

SFY 2024

# Spaces	Categories of Care	Monthly Contract Rate	# months /year	Total Yearly Amount
86	Spaces of full-time infant/toddler care	1,125.00	12	1,161,000.00
43	Spaces of full-time preschool care	743.66	12	383,728.56
43	Spaces of wraparound preschool care	290.33	12	149,810.28
	Total amount for services SFY 2024			1,694,538.84
	COLA (Annualized)			163,667.88
	Private Provider Support SFY 2024			44,587.74
	Total maximum SFY 2024 amount			1,902,794.46

SFY 2024 – Infant/Toddler Expansion Program

# Spaces	Categories of Care	Monthly Contract Rate	months/ year	Total Yearly Amount
4	Spaces of full-time infant/toddler care	1,125.00	12	54,000.00
	SFY 2024 Infant/Toddler Expansion Space funding			54,000.00

SFY 2024 TOTAL FUNDING

	Total SFY 2024	1,902,794.46
	SFY 2024 Infant/Toddler Expansion Space Funding	54,000.00
	SFY 2024 TOTAL FUNDING	1,956,794.46

SFY 2025

# Spaces	Categories of Care	Monthly Contract Rate	# months /year	Total Yearly Amount
86	Spaces of full-time infant/toddler care	1,125.00	12	1,161,000.00
43	Spaces of full-time preschool care	875.00	12	451,500.00
43	Spaces of wraparound preschool care	290.33	12	149,810.28
	Total amount for services SFY 2025			1,762,310.28
	COLA (Annualized)			163,667.88
	Private Provider Support (Annualized)			44,587.74
	Total maximum SFY 2025 amount			1,970,565.90

SFY 2025 – Infant/Toddler Expansion Program

# Spaces	Categories of Care	Monthly Contract Rate	months/ year	Total Yearly Amount
4	Spaces of full-time infant/toddler care	1,125.00	12	54,000.00
	SFY 2025 Infant/Toddler Expansion Space funding			54,000.00

SFY 2025 TOTAL FUNDING

	Total SFY 2025	1,970,565.90
	SFY 2025 Infant/Toddler Expansion Space Funding	54,000.00

	SFY 2025 TOTAL FUNDING	2,024,565.90
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TOTAL CONTRACT FUNDING

	Transitional Week of Care	32,587.55
	SFY 2023 Space Total	1,858,206.72
	SFY 2023 Infant/Toddler Classroom Expansion Space Funding	31,500.00
	SFY 2023 One-time Classroom Expansion Funds	75,000.00
	Total Amount SFY 2023	1,964,706.72
	SFY 2024 Space Total	1,902,794.46
	SFY 2024 Infant/Toddler Classroom Expansion Space Funding	54,000.00
	Total Amount SFY 2024	1,956,794.46
	SFY 2025 Space Total	1,970,565.90
	SFY 2025 Infant/Toddler Classroom Expansion Space Funding	54,000.00
	Total Amount SFY 2025	2,024,565.90
	TOTAL FUNDING	5,978,654.63

9. Subcontracts, Part I, Section H.1, is hereby deleted and the following is substituted in lieu thereof:

1. In accordance with Part II, Section C.9, Subcontracts, the Contractor shall enter into a subcontract with the service providers whose identity, services to be rendered and costs shall be specified below:

Subcontracting Organization	Address	Description of Services	Performance Period	Payment Terms/ Total Value
Stepping Stones Museum for Children, Inc.	303 West Avenue, Norwalk, CT 06850	Part I, Sections A, B, and C	Entire contract period	\$778.86 for Transitional Week of Care \$44,370.07 for SFY 2023 \$45,402.82 for SFY 2024 \$45,402.82 for SFY 2025
Growing Seeds Too Child Development Center, Inc. – Ben Franklin	165 Flax Hill Road, Norwalk, CT 06854	Part I, Sections A, B, and C	Entire contract period	\$13,350.49 for Transitional Week of Care \$762,482.39 for SFY 2023 \$780,185.22 for SFY 2024 \$847,956.66 for SFY 2025
Growing Seeds Child Development Center – Trinity CDC, Inc.	2 Trinity Place, Norwalk, CT 06854	Part I, Sections A, B, and C	Entire contract period	\$2,076.96 for Transitional Week of Care \$118,320.19 for SFY 2023 \$121,074.19 for SFY 2024 \$121,074.19 for SFY 2025
Odyssey Learning Maritime Center, Inc.	11 Ingalls Avenue, Norwalk, CT 06854	Part I, Sections A, B, and C	Entire contract period	\$13,500.24 for Transitional Week of Care \$875,581.23 for SFY 2023 \$842,359.23 for SFY 2024 \$842,359.23 for SFY 2025
Connecticut Institute for Communities, Inc.	Central Office: 120 Main Street, Danbury, CT 06810	Part I, Sections A, B, and C	Entire contract period	\$2,881.00 for Transitional Week of Care \$163,952.84 for SFY 2023 \$167,773.00 for SFY 2024 \$167,773.00 for SFY 2025

10. Part I, is hereby amended to add a new Section K, as follows:

K. State Requirements

- a. **Annual Audit.** Notwithstanding the provisions of Part II of this Contract, the Contractor shall comply with state audit guidance found here: [Grantees of the Office of Early Childhood \(ct.gov\)](#). The OEC reserves the right to receive a copy of any audit for related parties under common control. The Contractor shall maintain all fiscal records and accounts for three years after the end of the contract year, or until the State Auditors of Public Accounts complete an audit of the OEC for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.
- b. **Single State Audit Submission Process:** If the Contractor expends \$300,000 or more in State financial assistance during any State fiscal year during the contract, the Contractor shall submit its A-133 and state single audit electronically to the OEC through a state-wide electronic system. The system is entitled "Office of Policy and Management - Electronic Audit Reporting System (EARS)." The link to access the system is <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>. The Contractor shall send the OEC an e-mail alert stating that its audit has been uploaded to the identified system. If the Contractor requests an extension from the Office of Policy and Management, associated with the required audit submission, the Contractor must provide the OEC with a copy of the approved request.
- c. **Single State Audit Exemption Notification Process:** If the Contractor expends less than \$300,000 in State financial assistance during any State fiscal year during the contract, the Contractor shall submit a State Single Audit Exemption Notification, <https://portal.ct.gov/-/media/OPM/IGPP/munfinsr/forms/Filing-Exemption-Form-3-26-19.pdf.pdf>, to the Connecticut Office of Policy Management at OPM.mfsforms@ct.gov.
- d. **Match Requirements:** The Contractor also warrants that it is aware that funds provided by the OEC under this contract may be used for a service match. The Contractor must obtain OEC permission prior to identifying any or all of the allocated services as a service or monetary match. The OEC shall respond to all requests within five business days of receipt.

The provisions of this subsection shall survive any termination of the Contract or the expiration of its term.

11. Part I, is hereby amended to add a new Section L, as follows:

- L. **Confidentiality.** Subject to and limited by the provisions of Part II, Section E.6 of this Contract, OEC shall treat all Confidential Information as defined in Part II, Section A.12 and all material developed or provided by either party in connection with the Contract as strictly confidential, and shall not use, disclose or permit to be used or disclosed such materials at any time prior to or after the termination of this Contract, except as specifically permitted in writing by Contractor, whether OEC has such information in its memory, or it is embodied in writing or other form. Without limiting the foregoing, and subject to and limited by the aforesaid provisions of Part II, Section E.6, OEC shall keep strictly confidential any information relating to the business or mission of Contractor, its officers, directors, members, affiliates, or employees if such information could reasonably be construed as confidential.
12. All provisions of the original Contract shall, as previously amended, except those provisions specifically changed by this Amendment, shall remain in full force and effect.
 13. Effective on the execution date of this Amendment, Part II labeled "TERMS and CONDITIONS" of the Contract shall be deleted in its entirety and replaced with the following Part II.

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

A. **Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. **“Bid”** shall mean a bid submitted in response to a solicitation.
2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
5. **“Client”** shall mean a recipient of the Contractor’s Services.
6. **“Client Agency”** shall mean the agency of the State of Connecticut that is entering into this Contract.
7. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
8. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
9. **“Data”** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
10. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
11. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
12. **“Confidential Information” (formerly “Personal Information”)** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual’s name, date of birth, mother’s maiden name, motor vehicle operator’s license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique

physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

13. **“Confidential Information Breach” (formerly “Personal Information Breach”)** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.
14. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
15. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.
16. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
17. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Client-Related Safeguards.

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
2. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).
3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806.
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal

government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the Office of Early Childhood or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication, or disclosure solely by the Agency of such Data.

3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:

- (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
- (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

THIS PROVISION SHALL CONTINUE TO BE BINDING UPON THE CONTRACTOR FOR ONE HUNDRED AND EIGHTY (180) DAYS FOLLOWING THE TERMINATION OR CANCELLATION OF THE CONTRACT.

4. **Federal Funds.**

- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
 - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation:
 - (1) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or

- (2) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (“HHS/OIG”) Excluded Parties list and the Office of Foreign Assets Control (“OFAC”) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from, or otherwise become ineligible to participate in federal health care programs.

5. Audit and Inspection of Plant, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor’s and Contractor’s Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall maintain and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties’ Records until three (3) years after the latter of:
 - (1) final payment under this Contract,
 - (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct, and the Contractor shall cooperate with an exit conference.
- (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

6. Related Party Transactions. The Contractor shall report all related party transactions, as defined in this

section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

- (a) Real estate sales or leases;
- (b) Leases for equipment, vehicles or household furnishings;
- (c) Mortgages, loans and working capital loans; and
- (d) Contracts for management, consultant, and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

7. Suspension or Debarment. In addition to the representations and requirements set forth in Section C.4:

- (a) The Contractor certifies for itself, and Contractor Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the above offenses; and
 - (4) have not within a three-year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
- (b) Any change in the above status shall be immediately reported to the Agency.

8. Liaison. Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.

9. Subcontracts. Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.

10. Independent Capacity of Contractor. The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.

11. Indemnification.

- (a) The Contractor shall indemnify, defend, and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:

- (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the “Acts”) of the Contractor or Contractor Parties; and
 - (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys’ and other professionals’ fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor’s obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning
 - i. the confidentiality of any part of or all of the Contractor’s bid or proposal, and
 - ii. Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, “Goods” means all things which are movable at the time that the Contract is effective, and which includes, without limiting this definition, supplies, materials, and equipment.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (c) The Contractor’s duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
 - (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide
 - (1) a certificate of insurance,
 - (2) the declaration page and
 - (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
 - (e) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

12. Insurance. Before commencing performance, the Agency may require the Contractor to obtain and

maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

- (a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
- (b) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract, then automobile coverage is not required.
- (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
- (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

13. Sovereign Immunity. The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

14. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.

- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the

Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

15. **Compliance with Law and Policy, Facility Standards and Licensing.** Contractor shall comply with all:
- (a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
 - (b) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.
16. **Representations and Warranties.** Contractor shall:
- (a) Perform fully under the Contract;
 - (b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
 - (c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.
17. **Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.
18. **Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.
19. **Protection of Confidential Information.**
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data – security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess, or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
- 20. Workforce Analysis.** The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.
- 21. Litigation.**
- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
 - (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the

Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

D. Changes to the Contract, Termination, Cancellation and Expiration.

1. Contract Amendment.

- (a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.
- (b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.
- (c) The Agency may amend this Contract to reduce the contracted amount of compensation if:
 - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - (2) federal funding reduction results in reallocation of funds within the Agency.
- (d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - i. its certificate of incorporation or other organizational document;
 - ii. more than a controlling interest in the ownership of the Contractor; or
 - iii. the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's

satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
 - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.
 - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to affect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty-four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;
 - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;

- (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.
 - (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
 - (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies, or Breach.
5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing, or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
6. **Ending the Contractual Relationship.**
- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
 - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
 - (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must

complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.13, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic, or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.

- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (b) If this Contract is terminated, cancelled, or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

E. Statutory and Regulatory Compliance.

Note: The following provisions in this section do not apply if the Contractor is a municipality, political subdivision of the State, or a quasi-public agency: 5(i), 9, 11, 12, and 13.

1. **Health Insurance Portability and Accountability Act of 1996.** Notwithstanding the language in Part II, Section E.1(c) of this Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). However,

if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.

The Contractor ☐ IS or ☒ IS NOT CURRENTLY a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended.

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (“Agency”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the “HIPAA Standards”).
- (f) Definitions
 - (1) “Breach” shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
 - (2) “Business Associate” shall mean the Contractor.
 - (3) “Covered Entity” shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
 - (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

- (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
- (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- (12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
- (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) “Unsecured protected health information” shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

(g) **Obligations and Activities of Business Associates.**

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.

- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
 - i. restrict disclosures of PHI;
 - ii. provide an accounting of disclosures of the Individual's PHI;
 - iii. provide a copy of the Individual's PHI in an electronic health record; or
 - iv. amend PHI in the Individual's designated record set
- (15) the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.

- (16) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
- i. the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
 - ii. the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (17) Obligations in the Event of a Breach.
- i. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - ii. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - iii. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - (a) A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 - (b) A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - (c) The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 - (d) A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - (e) Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412

would impede a criminal investigation or cause damage to national security and if so, include contact information for said official.

- iv. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
 - v. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
 - vi. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
 - vii. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications' requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (h) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - i. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - ii. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- iii. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i) Obligations of Covered Entity.
 - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (k) Term and Termination.
 - (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - ii. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - iii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - (3) Effect of Termination.
 - i. Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the

Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return, or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(I) **Miscellaneous Sections.**

- (1) **Regulatory References.** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) **Amendment.** The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its

agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time (“ADA”) to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor’s exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
5. **Non-discrimination.**
 - (a) For purposes of this Section, the following terms are defined as follows:
 - (1) “Commission” means the Commission on Human Rights and Opportunities;
 - (2) “Contract” and “contract” include any extension or modification of the Contract or contract;
 - (3) “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor;
 - (4) “Gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose.
 - (5) “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) “good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (7) “marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

- (8) “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;
 - (9) “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons:
 - i. who are active in the daily affairs of the enterprise,
 - ii. who have the power to direct the management and policies of the enterprise, and
 - iii. who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n
 - (10) “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
- (b) For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is:
- (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract,
 - (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267,
 - (3) the federal government,
 - (4) a foreign government, or
 - (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).
- (c)
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
 - (2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission;

- (3) The Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (4) The Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and
 - (5) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (d) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
 - (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
 - (f) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
 - (g) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
 - (h) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and
 - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (i) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (j) **Nondiscrimination Certification.** Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) signing this nondiscrimination affirmation on the following line:

Harry W. Killing, Mayor

Signature (Authorized Official)

6. Freedom of Information.

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 *et seq.* ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- (b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

7. Whistleblowing. This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state

contract” as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. Executive Orders and Other Enactments.

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, “Enactments”) shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency’s authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

9. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in “SEEC Form 10: [Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations.](#)”

10. Summary of Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes:

- (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract;

- (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law;
- (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law;
- (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and
- (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

11. Large State Contract Representation for Contractor. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (a) That no gifts were made by:
 - (1) the Contractor,
 - (2) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or
 - (3) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to:
 - i. any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or
 - ii. any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (b) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (c) That the Contractor submitted bids or proposals without fraud or collusion with any person.

12. Large State Contract Representation for Official or Employee of State Agency. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

13. Iran Energy Investment Certification.

- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.
- 14. Access to Data for State Auditors.** The Contractor shall provide to OPM access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and OPM that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.
- 15. State Business-Related Call Center and Customer Service Work.** Pursuant to subsection (h) of section 31-57aa of the Connecticut General Statutes, Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.
- 16. Consumer Data Privacy and Online Monitoring.** Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.
- 17. Consulting Agreements Representation.** Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

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____ Not Applicable _____
Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If Yes: _____

Name of Former State Agency

Termination Date of Employment

SIGNATURE PAGE TO FOLLOW
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SIGNATURES AND APPROVALS

**22OECCDC01NWK
AMENDMENT A2**

The Contractor IS NOT CURRENTLY a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended.

CONTRACTOR – CITY OF NORWALK

THE HONORABLE HARRY W. RILLING, *Mayor*

____/____/____
Date

OFFICE OF EARLY CHILDHOOD

BETH BYE, *Commissioner*, OR DESIGNEE

____/____/____
Date

CONNECTICUT ATTORNEY GENERAL (APPROVED AS TO FORM)

JEFFREY ZEMAN, *Assistant Attorney General*, OR DESIGNEE

____/____/____
Date



CITY OF NORWALK
Lamond Daniels, LCSW, MPA
Chief of Community Services
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Norwalk, CT 06856
Office: (203) 854-7718
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MEMO

Date: June 6, 2024

To: Chairwoman Nicol Ayers & Common Council Members of the Community Services Committee

From: Lamond Daniels, LCSW, MPA, Chief of Community Services

Subject: Authorization for Mayor to Execute Agreement AmeriCares Free Clinics (AFC)

Background:

AmeriCares Free Clinics (AFC) has been a vital part of the Norwalk community for over 30 years, providing essential free healthcare services to residents who cannot afford to pay. The City of Norwalk has supported AFC's efforts, from the sunset program facilitated by the Board of Estimate and Taxation (BET) ad hoc committee, historically allocating funds through the Social Services grants program.

Proposal:

We propose this one time -funding by authorizing Mayor Harry W. Rilling to execute an agreement with AmeriCares Free Clinics (AFC) in Norwalk in the amount of \$10,000.00, historically allocated through the Social Services grants program, now allocated through the Community Services Department. This funding will assist AFC to continue providing free healthcare services to Norwalk residents who cannot afford to pay.

Therefore, it is recommended that the Common Council:

Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with AmeriCares Free Clinics (AFC) in the amount of \$10,000.00 to provide free health care services for Norwalk residents who other cannot pay, utilizing account number 012010-5A0620.

Rationale:

This funding will ensure that AmeriCares Free Clinics (AFC) can continue to serve the health needs of our most vulnerable residents, aligning with Norwalk's commitment to supporting those needing important healthcare services and experiencing financial hardship.

By providing these essential health services, AFC helps to:

1. **Reduce Health Disparities:** Access to free healthcare ensures that residents, regardless of their financial situation, can receive necessary medical care, which helps to reduce health disparities in our community.
2. **Promote Public Health:** Regular medical check-ups and treatments prevent the spread of infectious diseases, manage chronic conditions, and improve the overall health of the community.
3. **Alleviate Financial Burden:** By offering free medical services, AFC alleviates the financial burden on families and individuals who are already struggling, allowing them to allocate their limited resources to other essential needs such as food and housing.
4. **Enhance Quality of Life:** Access to healthcare services significantly improves the quality of life for residents by addressing both immediate health concerns and long-term health outcomes.
5. **Support Community Well-Being:** A healthy population contributes to the overall well-being and productivity of the community, fostering a more vibrant and resilient Norwalk.

Thank you.



Contacts:

Cornelia Brefka – Director, Strategic Partnerships, cbrefka@americares.org

Karen Gottlieb – Executive Director, Americares Free Clinics, kgottlieb@americares.org

Mission and History

The mission of Americares Free Clinics (AFC) is to provide free high quality health care to low-income uninsured community residents in a setting where all are treated with dignity and respect. In 1992, Americares founder, Bob Macauley, first envisioned free clinics to respond to the growing health care needs of low-income, uninsured Connecticut residents. ***Our first clinic opened in Norwalk in 1994*** and three others have been added over the years - Danbury (1997), Bridgeport (2003) and Stamford (2014). Since 1994, the clinics have provided medical services valued at over \$154 million to more than 28,400 people. Because our collaborative model is extremely cost-effective, leveraging donated services and no-cost medications, ***donor dollars are leveraged three times***.

The Need

Fairfield County has the second-highest income inequality among all metropolitan areas in the U.S. Since 1994, Americares Free Clinics has addressed one aspect of the causes and effects of poverty in Fairfield County: poor health. Approximately 5% of Connecticut residents were uninsured according to 2022 data from the American Community Survey. Uninsured rates in our clinic communities were much higher, however: 12% of Bridgeport residents, 12% of Danbury residents, ***10% of Norwalk residents*** and 9% of Stamford residents. Our clinics are addressing this gap by bringing high quality health services to an average of almost 2,000 low-income, uninsured people each year.

For patients without insurance, the very last resort is hospital emergency departments. And although they cannot turn anyone away, non-emergency visits are a resource drain and do not provide patients with vital follow-up care. By offering free and ongoing care, Americares Free Clinics limits life-altering medical emergencies, decreases the cost burden on the overall health system, and allows our uninsured patients to live healthy lives and contribute to our community.

Americares Free Clinics exists to bring high-quality equitable health services to Fairfield County's uninsured. When we all have access to comprehensive care delivered with dignity and respect, everyone benefits. When our community is healthy, our people are happier, more productive and we all thrive.

We believe health care is a human right and are driven to make sure every single patient is treated with dignity and respect.

Services Provided

AFC provides the following services free of charge to eligible patients:

- Diagnosis and treatment of episodic and chronic illnesses, as well as minor injuries

- Medications, which saves patients money but, most importantly, promotes medication adherence and improves health outcomes
- Case management for patients with chronic illness
- Preventive care including preventive screenings and early diagnoses, which improve the chances for positive outcomes
- Laboratory tests, radiology and other diagnostic services
- On-site and off-site specialty care
- Pre-employment physical exams
- Some vaccinations, including an annual flu vaccine clinic during which local residents receive flu shots at no cost
- Health education to empower our patients to make key lifestyle changes and take charge of their chronic diseases
- Referrals to other health and social services as needed

AFC ensures that patients receive free or low-cost medication in a variety of ways:

- Enrolling patients in Patient Assistance Programs (PAP) through which pharmaceutical companies provide prescriptions free of charge to eligible patients
- Providing patients with donated medicines received from AmeriCares U.S. Program and others
- Purchasing medicines through negotiated pricing
- Utilizing generic drugs when available

One difference between AFC clinics and community health centers is that in AFC clinics there is *no charge* for patient visits, essential medication, diagnostic testing or specialty care.

We are the largest free and charitable clinic network in Connecticut. AFC is the safety net below the safety net, caring for those without health insurance and who cannot afford even sliding scale fees charged by community health centers.

Patient Population

AFC patients are culturally and ethnically diverse, representing the broad spectrum of the population that reside in the Greater Bridgeport, Danbury, Norwalk, and Stamford areas. However, they all share common attributes:

- Majority are ethnic minorities (approximately 99% of our Norwalk Clinic patients are Hispanic) with limited English proficiency
- They are over 18 years of age; 60% of Norwalk Clinic patients are between the ages of 40 and 59
- Gender breakdown for the Norwalk Clinic: female – 54%, male – 46%
- Earn incomes of less than 250% of the federal poverty level (\$37,650 for an individual and \$78,000 for a family of four) to qualify for AFC services
- The Norwalk Clinic serves the Greater Norwalk area, but 99% of the patients reside in Norwalk
- Patients are among the working poor, who studies show are forced to delay or go without medical care when they are sick because they simply cannot afford it
- They do not receive insurance coverage from their employers, do not qualify for government insurance and do not earn enough to afford private health care

AFC brings a culture of inclusion through our diverse team - clinic staff across all four clinics represent the diverse population we serve - 80% are bilingual or trilingual, bringing a deep understanding to our patients. The longevity of their employment provides an experienced, skilled staff but more importantly demonstrates their passion for serving our clinic population.

Collaborative Model

Our clinics are an essential part of their respective local health system. They fill gaps in care for uninsured community members, while partnering with area hospitals and nonprofits to ensure comprehensive care and services.

Hospitals in each clinic community—Bridgeport Hospital, Danbury Hospital, Norwalk Hospital and Stamford Hospital— provide diagnostic services, emergency room visits and specialty care at no charge to our patients. Studies show that free and charitable clinics reduce preventable hospitalizations and decrease unnecessary use of hospital emergency departments.

“Americares Free Clinics serves a need that gets greater by the day as we continue to strive to serve our community... What you do is awe-inspiring.” -Peter R. Cordeau, President of Norwalk Hospital

Hospital for Special Surgery provides evaluations and surgical interventions for our patients on a sliding scale. Our partner, Quest Diagnostics, has donated laboratory testing services valued at more than \$15.7 million to the Bridgeport, Norwalk, and Stamford clinics since 1994. We have partnered with Walgreens to provide flu vaccines at no cost to AFC patients and other eligible community residents for the past nine years. Community-based specialists provide donated consultative services to our patients.

We continue to be actively involved in our local communities. For example, locally we are part of the Stamford Vaccine Equity Partnership, Vita Health & Wellness Partnership in Stamford, the Norwalk Community Health Committee, the Health Improvement Alliance in Bridgeport, and the Delay Street Community Health Center Collaborative in Danbury. Executive Director, Karen Gottlieb is a member of the Norwalk Hospital Board.

Organizational Goals

The overarching goal for the AFC program continues to be to improve the health of our local patients by providing access to appropriate health care, education and medications. Ensuring quality, providing services and building capacity are essential to improving the reliability and accessibility of health care in our communities. The patient is at the center of every program we create, every partnership we cultivate and every discussion we have. AFC has three core objectives:

- **Capacity** - Build capacity to serve new patients in our communities while sustaining high quality care.
- **Quality** – Continually assess and improve the quality of patient-centered care provided.
- **Services** - Increase depth and breadth of clinical services

These three objectives are not mutually exclusive—but connected pillars of our work in providing free high quality health care to low-income uninsured community residents in a setting where all are treated with dignity and respect.

Norwalk Clinic

The Norwalk Clinic has been seeing patients for almost 30 years, with the anniversary fast approaching in November. The Norwalk Clinic has always been located in the South Norwalk Community Center. Over the years, the future of this building became more and more uncertain and then the City of Norwalk asked us to make plans to move out of the SNCC this spring.

Veronica Sullivan, Norwalk Clinic Director for more than 5 years, moved away from the area in March 2023. She had been working without an Assistant Director since September 2022. This left the clinic with no nursing presence. As our team has searched the Connecticut market for bilingual nurse leadership for the Norwalk Clinic after Veronica's departure, and with the well-known shortage of nurses here and across the country, we made the decision to combine the Norwalk and Stamford clinic staff on a temporary basis to facilitate patient care.

As of April 2023, we began seeing Norwalk Clinic patients three days a week in Stamford and one day in Norwalk. As of July 1, 2023, we transitioned all staff and patients to Stamford and together the Norwalk and Stamford Clinic staff handle the flow of patients. We offer transportation assistance to those patients in need, which so far has not been required. About 2 days a week we see Stamford patients and 2 days a week we see Norwalk patients. We have some vacancies in the nursing staff at each clinic but when combined the staff is adequate. Patient visits are scheduled Monday-Thursday and administrative work is done on Fridays.

We have identified a likely new location for the Norwalk Clinic. This location offers much of what we have been looking for, including much more space – 3,000 square feet. An architect has given us a plan for the space, and we are awaiting estimates for the required work. We will then finalize negotiations with the landlord regarding lease details and financial obligations.

Moving forward will then require AmeriCare's Free Clinics Board approval. The Norwalk Clinic team is excited to return to Norwalk in the newly designed space this fall. We will onboard the recently hired Norwalk Clinic Medical Director in June and continue to recruit an Assistant Director. We anticipate that once plans are finalized and we have approval to move forward, the construction timeline will be about 4 months.

Conclusion

Good health is essential to all aspects of development; poor health puts all of that at risk. Diversity and equity are both drivers in our dedication to respectful and patient-centered care. By offering free medical services, we are helping our uninsured neighbors create pathways to health and opportunity. Our patients are better off when we help them manage their chronic diseases and when we provide screenings that detect health issues early. For example, when our patients with diabetes learn to manage their disease, they are less likely to have devastating complications like blindness, amputation, or a stroke. And by offering all services at no cost, AmeriCare's Free Clinics aims to ensure that patients never have to choose between health care and housing, education, food, and other essential needs.



CITY OF NORWALK
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MEMO

Date: June 6, 2024
To: Chairwoman Nicol Ayers the Community Services Committee
Cc: Darlene Young, Council President
From: Lamond Daniels, LCSW, MPA, Chief of Community Services
Subject: Request to Move Agenda Items to Council

Dear Chairwoman Ayers,

Given the Juneteenth holiday and the cancellation of the Community Services Committee meeting, I am requesting your approval to move the following two items to the Council:

1. **Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with AmeriCare's Free Clinics (AFC) one-time amount of \$10,000.00 to provide free health care services for Norwalk residents who cannot pay, utilizing account number 012010-5A0620.**
2. **Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments necessary to accept and receive Child Day Care grant funds allocated to the City of Norwalk from the State of Connecticut, Office of Early Childhood (OEC) for State Fiscal Year 2025.**

Thank you for your consideration.