COMMON COUNCIL **AGENDA** **APRIL 23, 2019**
NORWALK, CONNECTICUT **7:30 PM EST** **COUNCIL CHAMBERS**

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

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: April 9, 2019

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: Joseph Perella, Harbor Management Commission

APPOINTMENTS: Alan L. Kibbe, Harbor Management Commission
Christopher L. MacDonnell, Harbor Management Commission
Barbara McCabe, Bike Walk Commission

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Discussion regarding the land disposition and development agreement by and between the City of Norwalk, the Redevelopment Agency of the City of Norwalk and POKO-IWSR Developers, LLC, dated November 14, 2007 (as amended), and the conditional agreement by and between the City, the Agency and POKO, dated July 27, 2015 and the loan recognition agreement, by and between POKO-IWSR Developers, LLC, the City of Norwalk, the Redevelopment Agency of the City of Norwalk, Citibank, N.A., State of Connecticut Department of Housing, State of Connecticut Department of Economic and Community Development, National Equity Fund, Inc., MC Credit, LLC, IWSR Owners, LLC and ILSR Owners, LLC, dated November 14, 2007 (as amended). **EXECUTIVE SESSION**

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Daryl Woolsey for the use of Brien McMahon High School Track/Field by Juvenile Diabetes Research Foundation for their JDRF One Walk, Fairfield to be held Sunday, October 20, 2019 from 9:00 AM – 1:00 PM. Set up to begin at 5:00 AM with tear down no later than 2:00 PM on Sunday, October 20, 2019. Estimated attendance 1000

2. Authorize the Mayor, Harry W. Rilling, to execute a 5 year lease extension with the Pastime Social and Athletic Club for the use of a small portion of land along Seaview Avenue. Remaining terms of the Agreement to remain unchanged.

B. FINANCE COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: April 11, 2019.

2. For informational purposes only: Narrative on Tax Collections dated April 11, 2019.

3. For informational purposes only: Monthly Tax Collector's Report Dated: March 2019.

4. Discuss and approve FY 2019-2020 Parking Authority Budget as revised.

5. Discuss and Approve FY 2019-2020 Water Pollution Authority Budget.

6. Appointment of Auditors to audit Fiscal Year 2018-19.

C. ORDINANCE COMMITTEE

1. Approve proposed revisions to Chapter 68, Noise, §§ 68-1 through 68-15.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

HARBOR MANAGEMENT COMMISSION — **M/C** — **Nwlk. Code 69**

ALAN L. KIBBE (R)
1 Singing Woods Road
Norwalk, CT 068501

Term Expires 12/31/2019
Replaces Joseph Perella

CHRISTOPHER L. MACDONNELL (D)
32 Dock Road
Norwalk, CT 06854

Term Expires 12/31/2022

BIKE WALK COMMISSION — **M/C** — **Nrwlk Code 20-01**

BARBARA MCCABE (U)
67A Riverside Avenue
Norwalk, CT 06850

Term Expires 06/30/2019
Replaces Mike Heslin

COMMON COUNCIL
NORWALK, CONNECTICUT

APRIL 9, 2019
COUNCIL CHAMBERS

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

Mayor Rilling called the meeting to order at 7:30PM and let the Assembly in reciting the Pledge of Allegiance.

Mayor Rilling asked that everyone remain standing and said that today they have learned of the passing of an employee of the City of Norwalk for over a decade Mr. Frank Strauch. Mr. Strauch was a member of the Planning and Zoning Department and was a very pleasant young man and will be very much missed. Mayor Rilling called for a moment of silence.

Ms. King read the notice stating that the meeting was being audio recorded and videotaped with subtitles for public broadcast. She asked everyone to speak clearly, one at a time, into the microphone and said that assisted listening devices were available.

I. ROLL CALL

Ms. King called the Roll. The Following Common Council members were present:

Council at Large:	Mr. Gregory Burnett	Mr. Nicholas Sacchinelli
	Mr. Colin Hosten	Ms. Barbara Smyth
	Mr. Corsello	
District A:	Ms. Eloisa Melendez	Mr. Chris Yerinides
District B:	Ms. Darlene Young	
District C:	Mr. John Kydes	Ms. Beth Siegelbaum
District D:	Mr. Douglas Hempstead	Mr. George Tsiranides
District E:	Mr. John Igneri	Mr. Thomas Livingston

At Roll Call there were fourteen (14) Common Council members present and one (1) absent (Mr. Dumas)

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

II. ACCEPTANCE OF MINUTES

Regular Meeting: March 26, 2019

****MR. IGNERI MOVED TO ACCEPT THE MINUTES AS PRESENTED.**
**** THE MOTION PASSED UNANIMOUSLY.**

III. PUBLIC PARTICIPATION

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

Dave Davidson- 16 Bethbarethw Road

Mr. Davidson stated that his comments refer to the capital budget and said that last year a long term school renovation program was approved of approximately $150 million dollars, and during the year a supplemental appropriation was approved for Norwalk High School for another $11 million dollars for the program, and now the capital budget that is on the agenda to be approved is asking for an additional $20 plus million dollars for the same school renovation program. The effect of this program will have an impact on the operating budget in future years with a debt service of approximately $25 million dollars, and will double in a few years to approximately $50 million dollars and continuing at that level for many years thereafter. The debt service in the future operating budgets should be a concern and he is concerned about the impact of the continually increasing program on the Operations and Public Works Department, Transportation and the Parks and Recreation budgets which are being starved to support the school programs, and will result in continuing infrastructure deterioration that the city can ill afford and are doing a disservice to the young people of the city. He asked that the Council should rethink and not rubberstamp the capital budget request, and convince the people of this great city that you are an independent legislative body elected to represent their interests and will not commit to sacrifice the other needs of the city by continuing to support an ever increasing program that the city can ill afford.

Elizabeth Greenwood-

Ms. Greenwood stated that she is a State advocate for the disabled and there are numerous disabled people in the city that have been coming to her being threatened by the Norwalk Housing Authority and other entities of the city. She requested that more action be taken to assist and protect the disabled.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: Steven Kvance, Shellfish Commission

Mayor Rilling thanked Mr. Kvance for his service.

APPOINTMENTS:

Nick Roberts, Director of Recreation and Parks

Mayor Rilling stated that it is his pleasure to put forward Mr. Nick Roberts for the Director of Recreation and Parks, and that he has an impeccable resume and it was a unanimous choice by the interview committee as well as his choice.

**** MR. CORSELLO MOVED TO APPROVE THE APPOINTMENT OF NICK ROBERTS AS THE DIRECTOR OF RECREATION AND PARKS.**

Mr. Corsello spoke in favor of the appointment and said that he is a quick study and already up to speed with regard to the parks, and he is a people person and has already interacted with some of the employees and the Acting Director was pleased to meet him and is excited to begin working with him.

Ms. Smyth spoke in favor of the appointment and went on the say that she had requested that he is aware of the difficulties to get swimming lessons for the children who live in poverty and that it is a health issue and a concern for their safety and Mr. Roberts was very responsive to that.

Mr. Livingston spoke in favor of the appointment and went on to say that Mr. Roberts is a certified Parks and Recreation professional as well as an accreditation visitor for the commission for accreditation of Parks and Recreation agencies, which accredits Parks and Recreation agencies throughout the country and that is a great goal for us to have and he is looking forward to him working to get Norwalk accredited.

Mayor Rilling went on the say that Norwalk has the distinction of having the largest municipal police department in the State of Connecticut, as well as the first Health Department in the State of Connecticut to be nationally accredited and he has issued the challenge to Mr. Roberts and that he would like to start the process to get the Recreation and Parks Department accredited nationally.

**** THE MOTION PASSED UNANIMOUSLY.**

Mr. Roberts thanked Mayor Rilling and Common Council for the opportunity and said that Norwalk is a beautiful place to live and play, and he looks forward to working with the staff and the community to enhance the recreational programs, and looks forward to the challenge of getting the department accredited.

Casey Fitzpatrick, Human Relations

**** MR. HOSTEN MOVED TO APPROVE THE APPOINTMENT OF CASEY FITZPATRICK TO THE HUMAN RELATIONS COMMISSION.**

Mr. Hosten spoke in support of the appointment and said that he has a diverse background in the arts and communications and is a local business owner on Wall Street. He is driven by an inspiring passion for equality and respect for all human beings and will be a strong addition to the commission.

Ms. Melendez spoke in support of the appointment and said that she is thankful he decided to open his business and live in Norwalk and he will be a great addition to this commission because of how much he cares.

**** THE MOTION PASSED UNANIMOUSLY.**

Stephanie Thomas, Zoning Commission, Regular

**** MR. KYDES MOVED TO APPROVE THE APPOINTMENT OF STEPHANIE THOMAS TO THE ZONING COMMISSION**

Mr. Kydes spoke in support of the appointment and said that she has a strong work ethic and has a great ability to work with others, and Norwalk is lucky to have her and he thanked her for stepping up.

Ms. Melendez spoke in support of the appointment and said that her work ethic is amazing and she is so glad that she is going to be on the Zoning Commission because it a very serious job and she is the perfect person for it.

Ms. Young spoke in support of the appointment and said that not only does she brings light to any room but she is also level headed and tries to bring consensus and is very thoughtful in that. She will be a good addition to the Zoning Commission.

Ms. Siegelbaum spoke in support of the appointment and said that she has impressed her as someone who can do great things for Norwalk.

Mr. Hosten spoke in support of the appointment and said he that zoning can be a challenging commission and he is so glad she will be joining, and he thinks she is a natural diplomatic who brings out the best in those around her and he looks forward to her being on the commission.

**** THE MOTION PASSED UNANIMOUSLY.**

REAPPOINTMENTS:

Alex A. Knopp, Public Library Board
Ralph C. Bloom, Public Library Board
Tyrone R. McClain, Public Library Board
Richard M. Brescia, Parking Authority
Darren Oustafine, Water Pollution Control Authority
Frederika Bikakis-Hajian, Water Pollution Control Authority

****MS. MELENDEZ MOVED TO APPROVE THE REAPPOINTMENT OF ALEX A. KNOPP, RALPH C. BLOOM AND TYRONE MCCLAIN TO THE PUBLIC LIBRARY BOARD.**

Ms. Melendez spoke in support of the reappointments and thanked them for serving and said that the Library is an amazing asset to the city and keeps getting better.

Mr. Igneri spoke in support of the reappointments and said that Mr. Bloom works tirelessly behind the scenes and really knows the collection of art and books. He also tirelessly goes around the city collecting donations and congratulated him on the work that he does.

Mr. Hempstead spoke in support of the reappointments and said that Mr. Bloom in the last surviving member that originally fought to preserve Lockwood Matthews Mansion which shows how far back his commitment goes to ensure our historical assets are protected and he thanked him for all of the work that he has done.

Mayor Rilling thanked Mr. Knopp for his leadership at the Library and his efforts have made the Library an amazing place. He also thanked Mr. Bloom for the remarkable job that he has done.

**** THE MOTION PASSED UNANIMOUSLY.**

**** MR. TSIRANIDES MOVED TO APPROVE THE REAPPOINTMENT OF RICHARD M. BRESCIA TO THE PARKING AUTHORITY.**

Mr. Tsiranides spoke in support of the reappointment and said that he brings a wealth of knowledge and experience to the Parking Authority, and it has been very helpful in dealing with some of the challenges they have faced with parking and he looks forward continuing to work with him.

Mr. Burnett spoke in support of the reappointment and said that he has presented several times before the Finance Committee and not only has he expressed the fine work of the Parking Authority, but has brought several innovation ideas to the Parking Authority which are of great benefit to the City of Norwalk.

Mr. Hempstead spoke in support of the reappointment and said that he is a professional and is dedicated and thanked him for his work.

Mayor Rilling thanked Mr. Brescia for all that he does for the Parking Authority.

**** THE MOTION PASSED UNANIMOUSLY.**

**** MR. IGNERI MOVED TO APPROVE THE REAPPOINTMENT OF DARREN OUSTAFINE AND FREDERIKA BIKAKIS-HAJIAN TO THE WATER POLLUTION CONTROL AUTHORITY.**

Mr. Igneri spoke in support of the reappointments and said that Mr. Oustafine does a fantastic job as Chairman of the committee and Ms. Biakis-Hajian does a great job and when funds are being allocated she questions any financial impacts to the city and he looks forward to continue working with them.

**** THE MOTION PASSED UNANIMOUSLY.**

Ms. King administered the Oath of Office to Ms. Thomas, Mr. Knopp, Mr. Bloom and Mr. Brescia.

MAYORS REMARKS:

Mayor Rilling said that Saturday, April 27, 2019 at 10:00AM is the annual spring clean-up across the city, and they will be meeting at City Hall and will hand out bags, gloves, t-shirts, and litter tools while supplies last. The teams can choose locations such as neighborhoods, Local Parks, business areas, schools, the beach or shoreline and that it is everyone's duty and responsibility to help keep Norwalk clean.

He said that next week the holy days of the Jewish and Christian faith will be celebrated and that Friday, April 19th is Good Friday, followed by Easter Sunday on April 21st and that Friday, April 19th is also the start of Passover and wished everyone a happy and peaceful holiday season.

V. COUNCIL PRESIDENT

Mr. Livingston said that pursuant to the City Code the BET has tentatively approved the FY 19-20 operating budget and the Common Council has until the third Tuesday of April to amend the cap. The BET will approve the final operating budget at their meeting on Monday, May 6, 2019.

A. General Council Business:

Resignation and Appointments:

Resignations: There were none this evening.

Appointments: There were none this evening.

Reappointments: There were none this evening.

B. CONSENT CALENDAR

**** MR. LIVINGSTON MOVED THE FOLLOWING ITEMS TO THE CONSENT CALENDAR:**

VII.A.1, VII.A2A, VII A.2.B, VII.A.3

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

1. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND THE OWNER OF THE PROPERTY IDENTIFIED AS #7 MARGARET STREET, NORWALK, CT. 06851 (ANGELA V. AKHUNDZADEH), TO ESTABLISH A RIGHT OF ENTRY, FOR THE PURPOSES OF RE-SIZING THE PIPE, OF THE EXISTING STROM OUTLET FOR MAINTENANCE PURPOSES AND MEETING EXISTING UPSTREAM FLOW, SUBJECT TO SECTION 8-24 OF THE STATE STATUTES, IF REQUIRED.**

2.a **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH DEERING CONSTRUCTION, INC. FOR PROJECT PM2019-2 PERMANENT PAVEMENT REPAIRS & SURFACE RESTORATION FOR A SUM NOT TO EXCEED $387,875.00.**

Account No. 03 00 00 2602
09 18 6030 5777 C0588

2.b **AUTHORIZE THE CHIEF OF OPERATION & PUBLIC WORKS TO EXECUTE ORDERS ON THE CONTRACT WITH DEERING CONSTRUCTION, INC. FOR PROJECT PM2019-2 PERMANENT PAVEMENT REPAIRS & SURFACE RESTORATION FOR A SUM NOT OT EXCEED $38,787.50.**

Account No. 03 00 00 2602
09 18 6030 5777 C0588

3. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR PRIME AE GROUP, INC. TO ASSIGN TO 3SG PLUS, LLC ITS RIGHTS AD OBLIGATIONS UNDER PRIME AE GROUP, INC.'S CONTRACT WITH THE CITY OF NORWALK FOR SCANNING AND INDEXING SERVICES PERTAINING TO THE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM PROJECT, DATED JANUARY 5, 2019.**

** THE MOTION PASSED UNANIMOUSLY.

B. PLANNING COMMITTEE

1. APPROVE THE 2019-20 CAPITAL BUDGET OF THE CITY OFNORWALK WITH MODIFICATIONS AS OUTLINED ON THE ATTACHED MEMO.

** MR. KYDES MOVED TO APPROVE THE ITEM.

Mr. Kydes said that there are a lot of good thinks to talk about in this capital budget that the public should be made aware of because with this capital budget we are not just getting by but are raising the bar and improving the quality of life for the residents of Norwalk. He provided some examples on how the capital budget is doing that and said the first being a $23.5 million dollar investment into the construction and major investments to our schools citywide, and that is a continuation of the city's commitment to the Board of Education's Facilities Master Plan; $ 5 Million dollars for street paving and close to $1 Million dollars for sidewalks, and Norwalk still has the highest paving budget in the area; the design cost to modernize and improve the main library; and upgrades to the sports fields and parks. He said this was a group effort and thanked the Planning Commission, Planning Committee and Mayor Rilling and said we should all be proud of this budget and he hopes it gets approved this evening.

Mr. Livingston echoed Mr. Kydes comments and said that this is a very good budget and keeps the city moving forward in a positive way. He highlighted a few of the items included in the capital budget and said the $2.5 million dollars for the Lockwood Mathews Mansion that is being added to $5 million dollar state grant which will enable them to complete the mechanical upgrades and without the funds they would not be able to take advantage of the grant. He said the feasibility for the turf softball field at Brien McMahon High School is a small item but it shows the commitment that the city has to the athletic fields throughout the city. He said that there has been some concern about turf field and as we move forward with this it is incumbent upon them to be sure that the fields are safe. He said another small item is a new permit software to streamline the city's current permit process.

Mr. Hempstead said investing in our schools is the right way to go because at the end of the day it increases the values of our homes and he whole heartily supports this capital budget. He also highlighted on the tree planting program and the commitment to the ADA improvements.

Mr. Burnett emphasized that with the leadership of Mr. Livingston the Land Use Committee each month looks at every school project and spends a lot of time questioning how our city dollars are being spent on those projects.

Mr. Hosten said that the priority items in the capital budget reflect the best use of Norwalk and the best interest of the citizens.

Mayor Rilling thanked the Planning Commission, the Planning Committee and members of the various committees and said he knows there is some concerns regarding the estimates that have come in for some of the school projects and that he has been discussing this with Mr. Hamilton and Dr. Adamowski, and they believe that the shortfall will be reconciled and will get the project underway so that our young people and teachers can have schools they can be proud of.

**** THE MOTION PASSED UNANIMOUSLY.**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were none this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

**** MR. CORSELLO MOVED TO SUSPEND THE RULES TO ADD THE FOLLOWING ITEM TO THE AGENDA:**

AUTHORIZE THE MAYOR HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH JS ENDURANCE FOR THE USE OF VETERANS PARK FOR THE SONO HALF MARATHON 5K MARATHON ON SUNDAY, OCTOBER 6, 2019 FORM 9:00AM. TO 12:30PM. WITH SETUP TO BEGIN AT 6:00AM AND TEAR DOWN NO LATER THAN 3:00PM ON SUNDAY, OCTOBER 6, 2019. ESTIMATED ATTENDANCE 1,500
**** THE MOTION PASSED UNANIMOUSLY.**

**** MS. YOUNG MOVED TO APPROVE THE ITEM.**

Mr. Corsello said that this was originally approved for a different date but there were all sorts of logistically difficulties so the date had to be moved. Ms. Young asked if the route of the race has changed. Mayor Rilling said "yes" and that Mr. and Mrs. Whipple have met with the Police Department and it has been approved by the Traffic Authority, but unfortunately was approved for October 20, 2019, but that there is another race scheduled for that date so the item will be going back to the Traffic Authority for approval of the date of October 6, 2019. Mr. Whipple provided an overview of the route change. Mayor Rilling thanked Mr. & Mrs. Whipple, Chief Kulhawik and the staff of the Police Department for working on a route that everyone is comfortable with. Ms. Young

asked that since the date has been changed if additional advertising will be done. Mayor Rilling said that the lighted signs will be out and that it has also been advertised in the media.

**** THE MOTION PASSED UNANIMOUSLY.**

XI. ADJOURNMENT

**** MS. MELENDEZ MOVED TO ADJOURN.**
**** THE MOTION PASSED UNANIMOUSLY.**

There was no further business and the meeting was unanimously adjourned at 8:25PM.

Respectfully submitted,

Dilene Byrd
Telesco Secretarial Services

ATTEST: _____
Donna King, City Clerk

Alan L. Kibbe
One Singing Woods Road
Norwalk, CT 0650-1225

R

H: 203 846-4182 F: 203 849-9312 C: 203 952-5166 E: akibbe@att.net

SUMMARY

I moved to Norwalk in 1981, married and was joined here by my new wife, and then raised two, now-grown sons who attended Norwalk schools and learned to sail, row, windsurf, wakeboard, kiteboard and power boat in Norwalk Harbor. My younger son purchased a home in Norwalk and now has his own boat for enjoying the harbor and the islands. I spent my early summers at my Grandparents' home at Giants Neck, digging clams, learning to row with my Dad, and exploring the salt marshes. As a teen, I was privileged to attend summer camp in the Berkshires were I learned to sail small boats and had the opportunity to teach other campers to sail, as well as to respect and appreciate the outdoors and the water. Once I completed my education and was able to settle in Connecticut, it didn't take me long to acquire my own starter cruising boat. Norwalk Harbor has been very important to my family for almost 40 years and I would like to help preserve that resource for others to enjoy for recreation and as a continued source of livelihood for our commercial users.

MARITIME/NORWALK RELATED EXPERIENCE

The Shore and Country Club 1995 - Present
Member — Board of Governors Junior Sailing Chair
Past Commodore — Wednesday Night Race Crew
Marina Long Range Planning Chair — Board of Governors Marina Representative
Beach House Planning Committee

Sprite Island Yacht Club 1986 – 95
Member — Membership Chairman

Boats Owned since 1976: Hunter 380, Hunter 29, O'Day 27, Columbia 23

NASH – Norwalk Association of Silvermine Homeowners — Board of Directors
Route 7-15 Interchange Project Advisory Committee

CAREER

2015 Retired

1981 - 2015 34 years commercial technical sales/design/consulting experience in the entertainment lighting field.

1976 – 1981 SUNY – College at Purchase, Assistant Professor and Chair: Department of Theatre Design and Technology

EDUCATION

Completed USCG Captain's License Preparatory Course — Have not yet sat for the license exam

Yale University – School of Drama MFA — Theatre Design & Technology
Theatre Engineering
Additional Coursework in Operations Research

Dartmouth College AB — Major: Drama
Magna cum Laude with Highest Distinction in the Major

Christopher L. MacDonnell P.E.

32 Dock Rd
Norwalk CT 06854

tel: 1.347.371.2449
email: cmacdonnell@yahoo.com

Objective

To obtain a position where I can utilize my managerial and technical skills developed through decades of experience on long span bridges and major rail projects. I bring a varied 31 years of experience working for public authorities, contractors and consulting engineers which I hope to offer to your firm.

Education

Worcester Polytechnic Institute, Worcester, Mass. B.S. Civil Engineering 1986

Certification

Professional Engineer, State of Connecticut and State of New York

Experience

STV Inc., New York, NY
Senior Engineer in the Transportation and Infrastructure Group, May 2018 to Present

Project Experience includes:

- East Side Access, MTACC: Design Manager for water infiltration remediation tasks. As part of this tunnel mega-project, I am task lead preparing contract documents for this task to advance the systems installation in the multiple underground facilities.
- Holland Tunnel Flood Remediation and Prevention, Port Authority of NY & NJ. As Design Manager I coordinated design efforts among our multidiscipline team consisting of in-house and multiple sub consultants. Our effort included remediation of flood damage within the tunnel due to Super Storm Sandy water inundation. The scope also included design of flood prevention measure including permanent flood barriers and deployable flood prevention systems.

WSP, (formally Parsons Brinckerhoff) New York, NY
Senior Supervising Engineer in the Structures Group, June 2006 to May 2018

Project Experience includes:

- Walk Bridge Replacement Program, CTDOT: As Manager of Design for two and a half years, I was part of the Program Management team for the billion dollar program to replace the Walk Bridge, a movable rail bridge on the Northeast Corridor. I oversaw the design of a contract for a new four track interlocking and improvements to the Danbury Branch line. Responsibilities included producing owner specifications, heading up design reviews, and change and scope control for the client. This alternate delivery project used a Contract Manager/General Contractor (CMGC) procurement method.
- East Side Access, MTACC: Package Manager for the 55th St Ventilation Facility. As part of this tunnel mega-project, I led a multi-discipline team to produce design documents for an underground ventilation facility which included street excavation in a sensitive location of mid-town Manhattan. As manager of Construction Phase Services for Manhattan packages, I processed all task order requests, tracked budgets, and made monthly reports to the client. I was also part of the Quality Assurance team participating in final quality reviews of contract documents.
- Newport Pell Bridge, Rhode Island Turnpike and Bridge Authority: structural inspection, team leader and field coordinator for structural inspection of the suspenders and main span structural elements anchorage. The inspections also included the fracture critical approach truss spans.
- 2006-2008 Bronx Whitestone Bridge, Bronx Approach Replacement, MTA B&T: Specification and Estimate Coordinator. Coordinated Joint Venture partners in the development and reviewed of the specifications. Coordinated development of the Electrical and Mechanical design development. Coordinated and reviewed the preparation of the in-house construction estimate on this $175 million project.

- Emergency Bridge Inspection, Minnesota DOT: Field coordinator and team leader for inspection of multiple MnDOT's facture critical bridges after the I-35W bridge collapse. The Hennepin Avenue suspension bridge inspections included the main cable, suspender ropes and sockets of the main cable in the anchorage. Other structures included the suspender ropes of three cable supported arch bridges; and multiple fracture critical trusses. I also participated in the process improvement study that included a review MnDOT's inspection program for compliance of MnDOT's with the National Bridge Inspection Standards (NBIS).
- 2008 Emergency Gusset Plate Inspection (MnDOT): Field Coordinator and Team Leader for the inspection The Wabasha Bridge and the Sorlie Bridges in Minnesota. This inspection included in depth inspection of the gusset plates to facilitate analysis for compliance with the new AASHO guidelines for gusset plate rating.
- Robert Moses Causeway Bridge, New York State DOT: As part of a rehabilitation design for NYSDOT I performed an in-depth inspection of this arch bridge over the Fire Island inlet.
- Throgs Neck Bridge Special Inspection, MTA B&T: Project Manager for the interim inspection of the Throgs Neck Bridge for the Metropolitan Transportation Authority. I prepared invoicing, monthly schedule and budget updates, while also providing quality control for flag and final reports. I scheduled and coordinated with equipment and Maintenance and Protection of Traffic (MPT) vendors for access and lane closures, and I closely coordinated activities with facility operations personnel, including advanced notice for all lane closure and access to high-security areas.

Ammann & Whitney Consulting Engineers, New York, NY

Senior Structural Engineer in the Transportation Division, July 2000 to March 2006

I was a Project Manager for the design and construction support services for bridge projects in New York City. I was responsible for directing and reviewing the work of the engineering staff, cost estimating, constructability, specification preparation, scheduling and budgeting. I also reviewed the contractor bids and shop drawing and material submittals through the construction phase. I gained extensive expertise in the inspection and rehabilitation of suspension bridge cables and have performed field inspection of suspension bridge cables and cable work.

Project Experience includes:

- Bridge Component Rehabilitation, New York City DOT: Project Manager for this $3 million design, responsible for managing staff and budget for design and all aspects of construction support services. Scope included rehabilitation of 18 local street bridges.
- Bridge of the Americas, Panama, Panama Canal Authority: Project Engineer and Local Site Manager, Inspection of the bridge suspender cables and other substructure elements. Responsibility included managing the local subcontractors and interfacing with local officials.
- Throgs Neck Bridge Cable Investigation and Structural Repairs, MTA B&T: Project Engineer for the design and specification preparation, development of the drawings for the suspender cable replacement and procedures.
- Triborough Bridge Deck Replacement, MTA B&T: Project Engineer for various aspect of this multi phased $300 million program including planning and design brief preparation, specifications, estimating and shop drawing review.
- Walt Whitman Bridge Cable Investigation, Delaware River Port Authority, Construction Inspector for the rewrapping and inspection of the main cable of this suspension bridge.
- Whitestone Bridge Cable Study, MTA B&T: Site Engineer for the removal and replacement of suspender ropes for testing.
- Newark Bay Bridge, New Jersey Turnpike Authority, Site Engineer for the removal and replacement of suspender ropes for testing.
- Verrazano Narrows Bridge Biennial Inspection, MTA B&T: Team Leader for inspection of the main cables and other structural elements

Monberg & Thorsen, Copenhagen, Denmark

Project Engineer in the Special Projects group of M&T (now MT Højgaard), a major European contractor for steel erection and long span bridges. Sept 1998 to Feb 2000

Project experience includes:

- Forth Road Bridge Replacement of Hangers, Edinburgh, Scotland. Site Engineer responsibility for writing method statements and work instructions. I was responsible for on-site quality control and structural integrity of the hanger changing procedures and also managing and quality control of subcontracts.
- Råån Bridge, Helsingborg Sweden, an 80 meter long welded tube railway bridge. Site engineer responsible for managing and quality control of subcontractors.
- Tendering Section. Preparation of tenders for Martwa Wisla Bridge, a new cable stay bridge in Gdansk, Poland, Saltsjö Bridge, a bascule bridge in Stockholm Sweden and reconstruction of the Lions Gate Bridge in Vancouver Canada.

Triborough Bridge and Tunnel Authority, New York, NY (now MTA B&T)

Project Engineer working as Assistant Facility Engineer at the Triborough Bridge and at the Verrazano Narrows. Jan 1991 to Aug 1997

I was primarily responsible for the management of contracts with consulting engineering firms and construction contractors. This included responsibility for the schedule and budget as well as technical aspects and progress monitoring of the project. I coordinated all design reviews with our in house staff and was responsible for the guidance given to the design consultant. I was also responsible for writing requests for proposal for soliciting consultants and for writing construction specifications. I also supervised inspection personnel during construction activities.

Project Experience includes:

- Design of Replacement of the Deck at the Triborough Bridge, Project Manager and Design Coordinator for this $7 million design. This project includes studies of steel orthotropic deck, precast concrete panels, cast in place deck and relocation of the electrical system. The total construction value is $200 million.
- Prototype Deck Replacement at the Triborough Bridge, Resident Engineer and Project Manager a $4 million construction project to test the installation of precast concrete and steel orthotropic deck units. This was a feasibility project for the design above.
- 1994 and 1996 Biennial Inspection of the Triborough Bridge, coordination of inspection and repair to all flagged conditions resulting from the inspection.
- Verrazano Narrows Bridge Anchorage Masonry Repairs, managed design project and acted as Resident Engineer during construction. This project included structural concrete rehabilitation and replacement of the roadway with cast in place concrete.
- Oiling of Eyebars in Verrazano Narrows Bridge Anchorage, preparation of the contract specifications, and Project Manager and Resident Engineer for construction.
- Other project work includes structural steel painting and repairs, service building expansion, roof rehabilitation, concrete rehabilitation underground storage tank testing and replacement, facility upgrade for compliance with the ADA.

Connecticut Department of Transportation, New Haven, CT

Assistant Transportation Engineer with District 3 Construction, July 1986 to May 1990

I was a construction inspector and resident engineer for a variety of highway infrastructure projects including bridge rehabilitation, bridge deck patching and replacement, drainage, box culverts, concrete and asphalt paving, and road reconstruction.

Citizenship

United States of America, United Kingdom of Great Britain

Languages

Fluent in English and Danish
Functional in Norwegian and Spanish

References

Available on request
Available on request

Barbara McCabe, APRN
67A Riverside Avenue
Norwalk, CT 06850
203.849.3322
bmccabeaprn@gmail.com

Education:

Pace University, Pleasantville, New York
Leinhard School of Nursing
Master of Science, September 1996

College of New Rochelle, New Rochelle, New York
School of Nursing
Bachelor of Science in Nursing, May 1994

Norwalk Community College, Norwalk, Connecticut
Associate in Science, Nursing, May 1984

Employment:

2017 – Present

Medical Consultant for Americares Free Clinics and Americares Foundation
Quality Improvement Projects throughout Clinic system. Interviewer for Emergency Response Cadre applicants. Diabetic instructor at Americares Stamford Clinic.

1997-2017

Americares Free Clinics, Inc., Stamford, CT
Clinic Director, AmeriCares Free Clinic of Norwalk
Responsible for the quality, continuity and coordination of care for all clinic patients. Responsible for managing the operating budget. Supervise clinic sessions including screening process, medical evaluation and care, utilization of community resources and organization/flow of sessions. Collaborate with volunteer physicians and supervise volunteer support staff. Provide orientation and leadership for staff. Evaluate paid and volunteer staff's clinical and interpersonal skills and provide mentoring and skill development as appropriate. Assure compliance with licensing and regulatory agencies including implementation of infectious disease guideline and OSHA standards. Initiate/participate with policies, procedures, clinic protocol, peer review process and QIP.

1984-1997

Greenwich Hospital, Greenwich, Connecticut
Staff Nurse
Experience in in-patient medical/surgical unit, operating room, outpatient procedure/surgical unit, and G.I. lab. Limited experience in ICU and E.R.

Affiliations:

St Paul's Race and Social Justice Coalition 2019-
Aspetuck Land Trust member 2018 –
Norwalk Pedestrian Committee 2018 –
NorWALKer Task Force 2012 - 2017
Fairfield County Nurse Practitioner/P. A. Group 2005 -
American Association of Diabetes Educators 2001-
American Red Cross - Disaster Action Team member; Disaster Health Services Instructor. 3/02 – 11/06

Certifications:

Certified by the American Nurses Association as Family Nurse Practitioner (1996 – present) and Advanced Diabetes Management Nurse Practitioner (2009 – 2014).

Awards:

Mid-Fairfield County Chapter of American Red Cross
Disaster Services Volunteer of the Year 2002
Connecticut Nurses Association - Florence Wald Award for Outstanding Contributions to Nursing Practice 1998
Norwalk Hospital Kneissl Award for Exemplifying the Spirit of Nursing 1984

VII. A

by Mus. 3/6

Wed. March 13
7 pm. 101

CITY OF NORWALK RECREATION & PARKS DEPARTMENT
FACILITIES RENTAL APPLICATION FORM 2019

PLEASE PRINT

PERSONAL/FAMILY_____
COMPANY/BUSINESS X
ORGANIZATION NAME: JDRF International NON-PROFIT (501C3) Yes ✓ No____

NAME OF BENEFICIARY: JDRF International Is this an Annual Event Yes____ No X # of years_____
NAME OF CORPORATE OFFICER AUTHORIZED
TO EXECUTE THE LICENSE AGREEMENT: Marcia Maslo TITLE: Executive Director

YOUR NAME: Daryl Woolsey TITLE: Development Director
ADDRESS: 200 Connecticut Ave. E-MAIL ADDRESS: dwoolsey@jdrf.org
CITY: Norwalk STATE: CT ZIP CODE: 06854

HOME PHONE:_____ BUSINESS PHONE: 203-854-0658 CELL:_____

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Jack Casagrande Field BMHS parking lot by Center for Global Studies
Brien McMahon HS football field # OF PARTICIPANTS 1,000
EVENT: One Walk, Fairfield DATE REQUESTED: Sunday, October 20, 2019

SET UP TIME: 5 am STARTING TIME: 9 am BREAKDOWN TIME: 1 pm ENDTIME: 2 pm RAIN DATE: N/A
(RAIN DATE FOR BEACH RENTALS ONLY)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES Yes.

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

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

ARE YOU REQUESTING A TENT? YES____NO X *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, OVENS, GRILLS, ETC, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT ADDITIONAL EQUIPMENT, i.e. INFLATABLES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEAPORDIZE FUTURE EVENTS IN THE CITY.

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

BEACH PERMITS ONLY:
WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES_____NO_____ N/A
WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (Including Splash Pad) at the Beach YES_____NO_____ N/A

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR AND ADHERED TO
IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES_____NO_____ N/A
If yes, name of person(s) _____. Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency

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

APPLICANT'S SIGNATURE Marcia Maslo DATE: 3/5/19

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: 4/10/19 YES_____ NO_____ N/A_____
COMMON COUNCIL APPROVAL: DATE TO COMMITTEE:_____ YES_____ NO_____ N/A_____

FIRST AMENDMENT TO LEASE AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
PASTIME ATHLETIC AND SOCIAL CLUB

WHEREAS, the CITY and the LESSEE entered into a Lease Agreement dated October 20, 1994 (the Original Lease Agreement), granting the LESSEE exclusive use of tidal land located between Seaview Avenue and the waters of the Norwalk Harbor's east basin; and

WHEREAS, the parties wish to amend the Original Lease Agreement to extend its term;

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

TERM

The term of the Original Lease Agreement is extended for a ten-year (10) period, which shall commence on **October 20, 1999, and continue through October 19, 2009.**

REMAINING TERMS UNAFFECTED

The foregoing covenants and agreements are to be construed as supplemental to the Original Lease Agreement. All other provisions of said Original Lease Agreement shall remain in effect except as they may be inconsistent herewith.

STATE OF CONNECTICUT)
)ss. Norwalk
COUNTY OF FAIRFIELD)

On this the 10th day of December, 1999, before me, the undersigned officer, personally appeared Russell H. Patrick, who acknowledged himself to be the ~~President~~ Agent of the **PASTIME ATHLETIC AND SOCIAL CLUB**, and that he as such ~~President~~ Agent, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **PASTIME ATHLETIC AND SOCIAL CLUB** by himself as ~~President~~/Agent

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
Commissioner of Superior Court

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By:

SECOND AMENDMENT TO LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF NORWALK
AND
PASTIME ATHLETIC AND SOCIAL CLUB, INC.

WHEREAS, the CITY and the LESSEE entered into a Lease Agreement dated October 20, 1994 (the Original Lease Agreement), granting the LESSEE exclusive use of tidal land located between Seaview Avenue and the waters of the Norwalk Harbor's east basin; and

WHEREAS, the parties wish to amend the Original Lease Agreement to extend its term;

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

TERM

The term of the Original Lease Agreement set out in Section 5 of the Original Lease Agreement is extended for a ten-year (10) period, which shall commence on **October 20, 2009** and continue through **October 19, 2019.**

RENT

The rental payment to be made by the LESSEE for the PREMISES, as set out in Section 6 of the Original Lease Agreement, is hereby increased to Ten Dollars ($10.00) per year.

REMAINING TERMS UNAFFECTED

The foregoing covenants and agreements are to be construed as supplemental to the Original Lease Agreement. All other provisions of said Original Lease Agreement shall remain in effect except as they may be inconsistent herewith.

Dated at Norwalk, Connecticut, this 8th day of December, 2009.

SECOND AMENDMENT TO LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF NORWALK
AND
PASTIME ATHLETIC AND SOCIAL CLUB, INC.

WHEREAS, the CITY and the LESSEE entered into a Lease Agreement dated October 20, 1994 (the Original Lease Agreement), granting the LESSEE exclusive use of tidal land located between Seaview Avenue and the waters of the Norwalk Harbor's east basin; and

WHEREAS, the parties wish to amend the Original Lease Agreement to extend its term;

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

TERM

The term of the Original Lease Agreement set out in Section 5 of the Original Lease Agreement is extended for a ten-year (10) period, which shall commence on **October 20, 2009** and continue through **October 19, 2019.**

RENT

The rental payment to be made by the LESSEE for the PREMISES, as set out in Section 6 of the Original Lease Agreement, is hereby increased to Ten Dollars ($10.00) per year.

REMAINING TERMS UNAFFECTED

The foregoing covenants and agreements are to be construed as supplemental to the Original Lease Agreement. All other provisions of said Original Lease Agreement shall remain in effect except as they may be inconsistent herewith.

Dated at Norwalk, Connecticut, this 8th day of December, 2008.

STATE OF CONNECTICUT)
)ss. Norwalk
COUNTY OF FAIRFIELD)

On this the 25th day of NOVEMBER, 2008, before me, the undersigned officer, personally appeared EDWARD MCALEESE, who acknowledged himself to be the PRESIDENT of the **PASTIME ATHLETIC AND SOCIAL CLUB, INC.** and that he as such PRESIDENT, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **PASTIME ATHLETIC AND SOCIAL CLUB, INC.** by himself as PRESIDENT.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

~~Notary Public~~ FRANK N. ZULLO
Commissioner of Superior Court

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By:

LEASE AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
PASTIME ATHLETIC AND SOCIAL CLUB

THIS LEASE AGREEMENT is made as of the 20th day of October, 1994, by and between the **CITY OF NORWALK**, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut, acting herein by Frank J. Esposito, its Mayor, duly authorized (hereinafter the CITY), and **PASTIME ATHLETIC AND SOCIAL CLUB**, an unincorporated association located at 59 Seaview Avenue, Norwalk, Connecticut (hereinafter the LESSEE), acting by and through David W. Breault, its President, duly authorized to act on behalf of the LESSEE and in its name, place and stead.

W I T N E S S E T H:

WHEREAS, the CITY is the owner of certain real property comprising tidal land located between Seaview Avenue and the waters of the Norwalk Harbor's east basin, as more fully described herein (hereinafter the PREMISES).

WHEREAS, the Common Council of the City of Norwalk, by action taken on August 9, 1994, authorized the CITY, acting by and through its Mayor, to enter into an Agreement with the LESSEE upon the terms and conditions stated herein, for the leasing of the PREMISES to LESSEE; and

WHEREAS, the LESSEE has agreed to lease the PREMISES from the CITY upon the terms and conditions stated herein and has duly authorized its President to act on its behalf in order to enter into this Agreement;

NOW, THEREFORE, the parties hereby agree, accept and consent to the following terms and conditions, promises and obligations.

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1. For and in consideration of the rents reserved herein and the covenants, promises and agreements made by the LESSEE to be faithfully observed, fulfilled and performed, the CITY does hereby demise and lease to the LESSEE and the LESSEE hereby leases from the CITY, the PREMISES, subject to any exceptions and conditions stated herein, for the term of five (5) years, beginning on the date hereof and concluding on October 19, 1999.

2. The PREMISES are described more fully as follows:

ALL THAT CERTAIN piece, parcel or tract of land, situated in the Town of Norwalk, County of Fairfield and State of Connecticut, bounded and described as follows:

NORTHERLY: by land of the City of Norwalk;
EASTERLY: by Seaview Avenue, so-called;
SOUTHERLY: by land now or formerly of the East Norwalk Yacht Club; and
WESTERLY: by the Norwalk Harbor.

Said premises consisting of a narrow strip of tidal land lying between said Seaview Avenue and the waters of the Norwalk Harbor and extending 308 feet, more or less, in a Northerly direction from the line dividing premises herein leased and the premises of said East Norwalk Yacht Club. (Refer to the diagram attached hereto and made a part hereof, entitled, "Proposed Floats and Piles in Norwalk Harbor at East Norwalk Conn. Application By Pastime A & S Club, Inc. April 1963").

3. Condition of PREMISES. The LESSEE acknowledges that it has examined the PREMISES and is aware of their condition and willingly accepts them "as is" in their present state. The CITY makes no representations or warranties of any kind or nature whatsoever as to the condition of the PREMISES. The LESSEE assumes sole responsibility for the condition of the PREMISES and for the performance of all improvements and other work that must be done in order for the LESSEE to maintain and use the PREMISES for its intended purpose.

4. Maintenance of and Improvements to PREMISES. The LESSEE and the CITY understand and agree that LESSEE shall make no improvements to nor perform any work on the PREMISES without the

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prior written approval of the CITY. The LESSEE shall secure at its own cost and expense all required permits and approvals for any work it has done on or improvements made to the PREMISES.

The LESSEE shall be responsible for maintaining the PREMISES, together with the sidewalk adjoining this area along the street, throughout the term of this Lease and any extension or holdover period, in good and clean, orderly and safe condition and repair at its sole cost and expense. The CITY shall not be called upon to make any expenditure for the maintenance, repair or preservation of the PREMISES.

LESSEE covenants to indemnify, defend and hold harmless the CITY, its officers, agents and employees from and against all claims, demands, and costs whatsoever for all losses and damages arising out of entry upon or construction of any improvements to the PREMISES; related to the performance of this Agreement or the use of the PREMISES by LESSEE, its agents, employees, contractors, subcontractors, subtenants, guests or invitees; or in any way connected with the condition of the PREMISES. However, the LESSEE shall not be liable hereunder to the extent that any such claim, demand or cost is proven to be the result of the negligence of the CITY or its employees. The LESSEE shall, in all events, pay and discharge all costs, expenses and liabilities whatsoever arising out of the construction of all improvements hereunder, or the maintenance or operation of the PREMISES and will keep the PREMISES free and clear of all liens and claims. Upon the expiration or earlier termination of this Lease, any improvements constructed on or to the PREMISES by or on behalf of the LESSEE shall become the sole property of the CITY in fee simple, free and clear of any encumbrances.

5. Term. The term of this Lease shall be for five (5) years, commencing on the date of this Agreement and ending on the 19th day of October, 1999.

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6. Rent. Commencing with the date hereof, the LESSEE covenants that it shall pay to the CITY as rent for the PREMISES **One Dollar ($1.00)** per year.

7. Covenant Against Encumbrances. The LESSEE covenants and agrees for itself and its successors and assigns, that it will not engage in any financing or other transaction creating or in any way effectuating a mortgage, encumbrance or lien upon the PREMISES, whether by express agreement or operation of law, and that it will not place upon the PREMISES, or suffer to be placed upon the PREMISES, any lien or other encumbrance, including, but not limited to, any levy or attachment. Any such mortgage, encumbrance, attachment, levy or lien placed on the PREMISES shall be deemed a per se violation of this covenant as of the date of its execution or filing of record. It shall be the responsibility of the LESSEE to have any such mortgage, encumbrance, attachment, levy or lien discharged to the CITY's satisfaction prior to its enforcement.

8. Reservation of Easements. The CITY reserves to itself and to any public utility provider for the respective interests of the CITY and any such public utility provider, a permanent easement and perpetual rights in, to, over, under and across the PREMISES, as applicable, and reasonable rights of ingress and egress to and from all areas as may be necessary for the installation, operation, maintenance, repair, replacement, relocation and removal of water lines, sanitary and storm sewers, gas mains, electrical power lines, telephone lines and other utility lines and facilities. Provided, however, that the exercise of any right hereunder shall not unreasonably interfere with the use and enjoyment of the PREMISES by the LESSEE or anyone claiming by, through or under the LESSEE, and that the PREMISES shall be restored, to the extent reasonably possible, to its condition as

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existed immediately prior to the exercise of such a right hereunder.

9. Compliance with Laws, Permits and Regulations. The LESSEE shall, at its sole cost and expense, throughout the term of this Lease Agreement promptly comply with all the laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, any other legal requirements which may be applicable from time to time to the PREMISES and the uses which the LESSEE shall make of the same, and all requirements of all insurance policies in force at any time with respect to the PREMISES.

10. Sublease and Assignments. The LESSEE shall not make, create, or suffer to be made or created, any total or partial transfer, assignment, conveyance, lease, sublease, trust, power, or other disposition in any mode or form, of or with respect to the PREMISES, of this Lease Agreement or any of the rights, privileges, interests, obligations or liabilities hereunder without the prior written consent of the CITY. In the absence of the specific written approval of the CITY, no disposition of the LESSEE's interests or rights in the PREMISES or any portion thereof, or any transfer or assignment of this Lease Agreement shall relieve LESSEE from any obligation, liability or responsibility hereunder or with respect to the PREMISES.

All subleases entered into demising all or any part of the PREMISES shall be made expressly subject and subordinate to this Lease Agreement and shall contain covenants on the part of the sublessee that (a) neither the termination of this Lease Agreement nor the institution of any suit, action or proceeding (other than that of eminent domain) by the CITY to recover possession of the PREMISES and other improvements or to realize possession of LESSEE's leasehold estate shall, by operation of law or otherwise,

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result in the cancellation or termination of the obligations of the sublessee, and (b) if the CITY terminates this Lease Agreement, any prior assignment of LESSEE's interest in the sublease or the rents due under the sublease shall automatically terminate and the CITY shall be sublessor under the sublease and the sublessee will be deemed to have attorned to the CITY for the balance of the term of the sublease. Any sublease agreement shall be in writing, duly executed, witnessed and acknowledged, and shall be recorded on the Norwalk Land Records.

Any assignment shall be evidenced by an instrument in writing duly executed, witnessed and acknowledged by the LESSEE and the assignee and recorded on the Norwalk Land Records. Any assignee shall take the assignment subject to all the terms and covenants in this Lease Agreement applicable to the LESSEE. Complete financial information respecting the proposed assignee, together with the current address of such person or entity, transferee or sublessee shall be delivered to the CITY's Office of Corporation Counsel prior to signing of the document evidencing and/or effectuating any such transaction.

Upon any assignment being made by LESSEE or any successor of the LESSEE, the assignee shall be subject to the same terms and conditions as to future assignments, and to all the covenants, agreements, provisions and conditions contained in this Lease Agreement.

11. Termination of Lease Agreement. Upon the termination of this Lease Agreement and the term created, or upon the termination of the LESSEE's right of possession, whether by lapse of time or at the option of the CITY, the LESSEE shall at once surrender possession of the PREMISES to the CITY and remove all its personal property from it. In the event that LESSEE does not immediately surrender possession, the CITY may reenter the PREMISES and

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repossess itself of it as of its former estate and remove all property therefrom, using force as may be necessary without being deemed guilty of any manner of trespass or forcible entry or detainer.

In the event that the LESSEE remains on the PREMISES after termination or the expiration of the Lease term without having executed a new written Lease with the CITY, such holding over shall not constitute a renewal or extension of this Lease. In such event, the CITY may, at its option, elect either to treat the LESSEE as one who has not removed at the end of its term and thereupon be entitled to all available remedies against the LESSEE, or to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration. In the latter event, the LESSEE shall pay such rent as was due and payable during the last period of the Lease term increased by five percent (5%).

The LESSEE covenants to pay for, and to indemnify the CITY against, all costs and charges, including, but not limited to, counsel and legal fees, lawfully and reasonably incurred in obtaining possession of the PREMISES and establishing the CITY's title free and clear of this Lease Agreement upon expiration or earlier termination of this Lease Agreement or in enforcing any covenant or agreement by the LESSEE.

12. Default Provisions.

The CITY may terminate this Lease upon a default by the LESSEE, which includes, but is not limited to, the following:

(i) the failure of the LESSEE to pay any installment of rent or other sums due (including interest) to or for the benefit of the CITY under this Lease on the date due, which failure continues for more than ten (10) days thereafter;

(ii) the abandonment or desertion of the PREMISES by LESSEE;

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(iii) the filing of any lien, attachment or other encumbrance against the PREMISES by a party claiming by, through, under or against the LESSEE, which is not discharged or otherwise provided for to the CITY's reasonable satisfaction within thirty (30) days from the date of notice to LESSEE of the same;

(iv) the filing of an application by the LESSEE (a) for a consent to the appointment of a receiver, trustee or liquidator of itself or its assets; or (b) LESSEE's voluntary petition in bankruptcy or of a pleading in any Court admitting its inability to pay its debts as they come due; or (c) a general assignment for the benefit of its creditors; or (d) an answer admitting the material allegations of, or LESSEE's consenting to or defaulting in answering, a petition filed against it in any bankruptcy proceeding;

(v) the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating LESSEE a bankrupt, or appointing a receiver, trustee or liquidator of LESSEE or of its assets, which order, judgment or decree continues unstayed and in effect for sixty (60) consecutive days;

(vi) any action making this Lease Agreement the subject of or taking it under a writ of execution;

(vii) the failure of LESSEE to comply with any provision or covenant of this Lease or to fulfill or perform any responsibility, condition, or agreement hereof, which is not remedied, rectified or cured within thirty (30) days following the receipt of a written notice thereof from the CITY. In the event that any such default cannot be cured within such thirty (30) day period, the LESSEE must take all necessary and reasonable action in order to commence to cure such failure within such thirty (30) day period and must diligently prosecute the same to completion.

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In any event of default by LESSEE, the Lease shall, at the CITY's option, and upon notice to the LESSEE, terminate and expire and the CITY shall have, in addition to all other remedies provided by law, one or more of the following remedies:

A. The CITY may terminate this Lease Agreement and all rights and privileges hereby created, in which event the CITY may repossess the PREMISES and be entitled to recover as damages a sum of money equal to the value, as of the date of such termination, of the total rent to be paid hereunder by the LESSEE for the balance of the Lease term plus all expenses incurred by the CITY as a result of or in connection with such default, and all other sums of money and damages due hereunder to the CITY.

B. In the event of any breach or threatened breach by the LESSEE of any of the terms, covenants, agreements, provisions or conditions in this Lease Agreement, the CITY shall have the right to invoke any right and remedy allowed at law or in equity, by statute or otherwise as though reentry, summary proceedings, and other remedies have not been provided for in this Lease Agreement.

C. In the event this Lease Agreement is assumed by or assigned to a trustee pursuant to the provisions of the Bankruptcy Reform Act of 1978 (referred to as "Bankruptcy Code") (11 USC 1 et seq.) as it may be amended, and the trustee does not cure all defaults under this Lease Agreement and does not provide adequate assurances of future performance of this Lease Agreement as are required by the Bankruptcy Code (including, but not limited to, the requirement of Section 365(b)(1), referred to as "Adequate Assurances"), within the applicable time periods provided by the Bankruptcy Code, then this Lease Agreement shall be deemed terminated automatically and the CITY shall have the right to immediate possession of the PREMISES and shall be entitled to all remedies provided by the Bankruptcy Code for damages for breach or termination of this Lease Agreement.

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To the extent not prohibited by law, all expenses, including reasonable attorneys' fees and court costs, incurred by the CITY by reason of any default in payment by the LESSEE (whether or not any proceeding is instituted) or in connection with any action or proceeding affecting this Lease Agreement or the PREMISES, shall be paid to the CITY by the LESSEE on demand.

The CITY shall have all other rights and remedies as the law and this Lease now or may hereafter afford and all such rights and remedies shall be cumulative so that the existence or exercise of any shall not exclude the existence or right to exercise any other.

The LESSEE acknowledges that this Lease constitutes a commercial transaction within the meaning of Section 52-278a of the Connecticut General Statutes, as amended. Pursuant thereto, the LESSEE hereby waives and relinquishes all rights to notice and a hearing as provided in Section 52-278g through Section 52-289a of the Connecticut General Statutes, as the same may be amended, prior to the CITY obtaining any remedy against the LESSEE in connection with the enforcement by the CITY of any of its rights or remedies under this Lease Agreement.

Without limiting any of the above, the CITY and its successors and assigns shall be deemed beneficiaries of the covenants provided in this Agreement, both in its own rights and for the purpose of protecting the rights and interests of the public, in whose favor and for whose benefit the covenants shall be deemed to be provided.

13. Waiver or Surrender of Rights.

The receipt of rent or any sum of money by the CITY, with knowledge of any breach of this Lease Agreement by the LESSEE or of any default on the part of the LESSEE in the observance or performance of any of the conditions, agreements or covenants of

OFFICE OF CORPORATION COUNSEL
NORWALK, CONNECTICUT 06856

this Lease Agreement, shall not be deemed to be a waiver of any provision of this Lease Agreement. Nor shall any failure on the part of the CITY to enforce any covenant or provision of this Lease Agreement, or any waiver of any right under it by the CITY, discharge or invalidate such covenant or provision or affect the right of the CITY to enforce the same in the future. To be valid, any waiver of a covenant or condition of this Lease Agreement must be in writing and signed by the CITY's Corporation Counsel and shall apply only with respect to the particular act or matter involved. Any waiver by the CITY of any breach of this Lease shall not constitute or act as a waiver for any subsequent violation or breach. The LESSEE is obligated to obtain the consent of the CITY to any other or subsequent act or matter.

The receipt by the CITY of any rent, other sum of money, or consideration paid by the LESSEE after the termination, in any manner, of the term demised, shall not reinstate, continue or extend the term unless so agreed to in writing and signed by the CITY and LESSEE.

14. Insurance. The LESSEE agrees, at its own expense, to maintain throughout the term hereof, any extension or holdover period, comprehensive general liability insurance, for bodily injury and accidental death covering its agents, servants, invitees, guests, licensees and all who may use or come upon the PREMISES and property damage insurance for the value of the PREMISES, with extended coverage for vandalism and malicious mischief. Such insurance shall name the CITY as an additional insured and shall be maintained with limits of not less than One Million Dollars ($1,000,000.00). The CITY may, from time to time, reasonably amend the required types and amounts of insurance coverage by written notice to LESSEE and LESSEE shall diligently comply by meeting the requirements of any such changes.

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No less than ten (10) days before the commencement of the term of this Lease, the LESSEE shall provide a certificate evidencing the foregoing insurance coverage to the CITY's Corporation Counsel. Renewal certificates shall be provided to the CITY throughout the term hereof in a timely fashion by LESSEE. The certificate shall provide that there shall be no modification or cancellation of any such coverage or policies unless thirty (30) days prior written notification of the same is given to the CITY. The CITY shall be listed thereon as an additional insured on all policies of insurance covering the PREMISES.

The LESSEE shall not act nor permit any actions on or to the PREMISES which are or may be contrary to law or which will invalidate or be in conflict with any policy of insurance at any time carried by or for the benefit of the CITY with respect to the PREMISES, or which might subject the CITY to any liability for personal injury, property damage or other financial loss or expense. The LESSEE, its agents, licensees, sublessees, guests or invitees shall not keep anything in, on or around the PREMISES except as now or hereafter permitted by the Norwalk Fire Department, the Connecticut Board of Fire Underwriters, and any other authority having jurisdiction over the PREMISES, and then only in such manner and such quantity so as not to increase the rate of fire insurance applicable to the PREMISES, nor shall it use the PREMISES in a manner which will increase the fire insurance rates because of special risk.

15. Indemnification. The LESSEE shall indemnify, defend and save the CITY harmless from and against all liabilities; obligations; damages; penalties; claims; losses; costs and expenses, including reasonable attorneys' fees, paid, suffered or incurred as a result of: (i) any breach by the LESSEE, its

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NORWALK, CONNECTICUT 06856

agents, contractors, employees, sublessees, invitees, guests or licensees, of any covenant, provision or condition of this Lease; or (ii) the negligence, willful or wanton act or omission of the LESSEE, its agents, contractors, employees, sublessees, invitees, guests or licensees; or (iii) the use and occupancy of the PREMISES by the LESSEE, or any of its agents, assignees, contractors, employees, sublessees, invitees, guests or licensees; or (iv) the condition of the PREMISES.

The LESSEE's liability under this paragraph extends to the acts and omissions of any employee, invitee, subtenant, assignee, guest or licensee of the LESSEE, and any agent, contractor, employee, invitee, guest or licensee of such subtenant, licensee or assignee. Neither the CITY nor its agents shall be liable for damages to the LESSEE or its property or to any person claiming through the LESSEE, nor shall rent be abated, for injury to person or damage to or loss of property wherever located from any cause. The LESSEE hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings described herein. The provisions of this paragraph shall survive the expiration or early termination of this Lease and shall not be limited by reason of any insurance coverage.

16. Signage. The LESSEE shall not erect any sign or banner in, on, or about the PREMISES without prior written consent of the appropriate authority within the CITY as to the proposed description, size, color and location of such sign. When such written consent is obtained from the CITY, the LESSEE agrees and covenants that all such signs shall be in accordance with any applicable statutes, ordinances, codes, rules, and/or regulations of any governmental authority, and that the LESSEE shall maintain such signs and keep the same in a good state of repair. Upon

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NORWALK, CONNECTICUT 06856

vacating the PREMISES, the LESSEE agrees to remove all signs and to repair any and all damages caused by the same or their removal at its expense. The CITY shall have absolute discretion on all matters concerning signs or banners.

17. General Provisions.

Invalidity of Particular Provisions. If any provision of this Lease Agreement or the application of it to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

Quiet Enjoyment. The CITY acknowledges that the LESSEE, upon paying the rent and all impositions and other charges, and performing all the covenants and conditions of this Lease Agreement, may, subject to the CITY's rights, as set forth in this Lease or as may exist at law or equity, lawfully and quietly occupy the PREMISES during the term of this Lease Agreement without hindrance or molestation by the CITY.

Conflict of Interest. No member, official, or employee of the CITY shall have any personal interest, direct or indirect, in this Lease Agreement, nor shall any member, official, or employee participate in any decision relating to this Lease Agreement which affects his or her personal interests or the interests of any other entity or person in which he or she is directly or indirectly, interested. No member, official, or employee of the CITY shall be personally liable to the LESSEE, its successors and assigns, or anyone claiming by, through or under the LESSEE or any successor in interest to the PREMISES, in the event of any default or breach by the CITY or for any amount which

OFFICE OF CORPORATION COUNSEL
NORWALK, CONNECTICUT 06856

may become due to the LESSEE, its successors and assigns, or any successor in interest to the PREMISES, or on any obligation under the terms of this Lease Agreement.

Brokerage. The LESSEE and the CITY each represent and warrant to the other that neither has dealt with any broker or finder in connection with the transactions herein contemplated and each agrees to indemnify, defend and hold the other harmless of and from any and all manner of claims, including, but not limited to, reasonable attorneys' fees and expenses incurred by the other party and arising out of any claim by any broker or finder if it is ultimately determined that either party has dealt in contravention of its representation and warranty.

Assignability and Binding Effects. Subject to all provisions respecting the rights of assignment or subleasing, this Lease Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

Duplicate Originals. This Lease Agreement will be executed in four (4) copies, each of which shall constitute an original. The warranties, representations, agreements and undertakings shall not be deemed to have been made for the benefit of any person or entity, other than the parties hereto.

The CITY and LESSEE represent to each other as follows:

A. That each has, and has exercised, the required power and authority and has complied with all applicable legal and other applicable requirements necessary to adopt, execute and deliver this Lease Agreement and to assume its responsibilities and obligations hereunder; and

B. That this Lease Agreement has been duly executed and delivered by each and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions, and provisions.

OFFICE OF CORPORATION COUNSEL
NORWALK, CONNECTICUT 06856

Notice Provisions. Notices provided for or given under this Lease Agreement will be given to the individuals listed below:

FOR THE CITY:

Director
Recreation, Parks and Building Management
City Hall, P.O. Box 5125
Norwalk, Connecticut 06856-5125

With a copy to:

Corporation Counsel
City Hall, P. O. Box 798
Norwalk, Connecticut 06856-0798

FOR THE LESSEE:

Pastime Athletic and Social Club
59 Seaview Avenue
Norwalk, Connecticut 06855

The parties may change their respective addresses and specify as their address any other address by providing at least five (5) days prior written notice to the other party.

Dated at Norwalk, Connecticut, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Jean H. Mulligan

Agnes M. Brien

CITY OF NORWALK

By: _____
Frank J. Esposito, Its Mayor
Duly Authorized

Beverlie Brooks

Carol Puskas

PASTIME ATHLETIC AND SOCIAL CLUB

By: _____
David W. Breault
Its President
Duly Authorized

OFFICE OF CORPORATION COUNSEL
NORWALK, CONNECTICUT 06856

STATE OF CONNECTICUT)
)ss. Norwalk
COUNTY OF FAIRFIELD) October 20 1994

Personally appeared, before me, FRANK J. ESPOSITO, who acknowledged himself to be the Mayor of the **CITY OF NORWALK**, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jean H. Mulligan
Notary Public
Commissioner of Superior Court

JEAN H. MULLIGAN
Notary Public State of CT
My Commission Expires: 12/31/99

STATE OF CONNECTICUT)
)ss. Norwalk
COUNTY OF FAIRFIELD) October 7, 1994

Personally appeared, before me, David W. Breault, who acknowledged himself/herself to be the President of **PASTIME ATHLETIC AND SOCIAL CLUB**, and that he/she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by himself/herself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

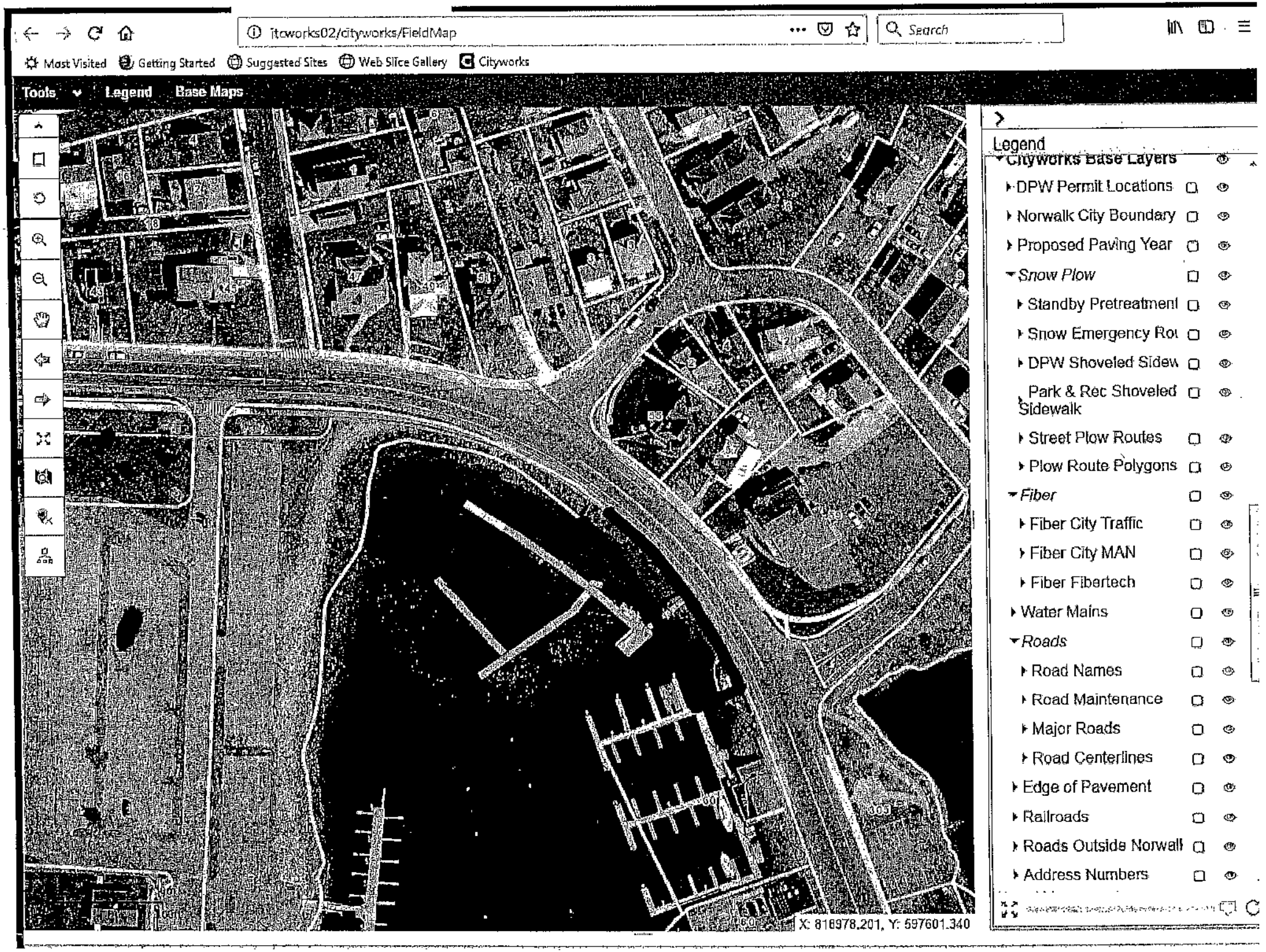
Elizabeth A B Suchy
Elizabeth A. B. Suchy
~~Notary Public~~
Commissioner of Superior Court

RECEIVED
OCT 17 '94
CITY OF NORWALK
LAW DEPARTMENT

OFFICE OF CORPORATION COUNSEL
NORWALK, CONNECTICUT 06856

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: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Search
Most Visited
Getting Started
Suggested Sites
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Cityworks
Tools
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Base Maps
Legend
Cityworks Base Layers
DPW Permit Locations
Norwalk City Boundary
Proposed Paving Year
Snow Plow
Standby Pretreatment
Snow Emergency Rou
DPW Shoveled Sidew
Park & Rec Shoveled Sidewalk
Street Plow Routes
Plow Route Polygons
Fiber
Fiber City Traffic
Fiber City MAN
Fiber Fibertech
Water Mains
Roads
Road Names
Road Maintenance
Major Roads
Road Centerlines
Edge of Pavement
Railroads
Roads Outside Norwalk
Address Numbers
X: 816978.201, Y: 597601.340

NORWALK
The Sound of Connecticut

NORWALK PLANNING COMMISSION
125 East Avenue
Norwalk, Connecticut

MEMORANDUM **March 20, 2019**

TO: Common Council

FROM: Michael E. Wrinn, Assistant Director

SUBJECT: 8-24 Referral – Recreation and Parks Dept. – Renewal of Lease on portion of Vets Park along Seaview Ave to Pastimes Social and Athletic Club

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At their **March 19, 2019** meeting, the Planning Commission took the following action on the above referenced project:

*** RESOLUTION TO APPROVE ***

BE IT RESOLVED by the Norwalk Planning Commission that the request for a lease extension submitted by the Recreation and Parks Department for a 5 year extension of the lease with the Pastimes Social and Athletic Club, 59 Seaview Avenue for a lease on a small tidal parcel associated with Veterans Park **be approved**; and

BE IT FURTHER RESOLVED that the reason for this action is:

1) To implement the Plan of Conservation and Development goals that "Water Dependant uses continue to operate and expand in the Norwalk Harbor and on the coast" AND that "The Public has access to the harbor and coast"

BE IT FURTHER RESOLVED that notice of this action be forwarded to the Common Council.

Cc: K. Hughes

VII. B

AGENDA

APRIL 11, 2019

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE **APPROVED BY TAX COLLECTOR**

PAY TO:	BILL No & AMOUNT REFUNDED	REASON
ACAR LEASING LTD	17-MV-400140 ($98.78)	PRORATION
	17-MV-400141 ($371.48)	PRORATION
BRYANT CHRISTINE M	17-MV-307757 ($112.63)	PRORATION
BONNET LINDA	17-MV-401500 ($84.19)	PRORATION
CCAP AUTO LEASE LTD	17-MV-311295 ($250.58)	PRORATION
CCAP AUTO LEASE LTD	17-MV-311570 ($182.14)	PRORATION
CONDE MORISA	17-MV-403052 ($21.07)	ABATEMENT
DAIMLER TRUST	17-MV-315565 ($204.03)	PRORATION
DAIMLER TRUST	17-MV-315563 ($531.30)	PRORATION
	17-MV-315649 ($255.73)	PRORATION
ELITE LIMOUSINE SERVICE INC	17-MV-320228 ($54.65)	PRORATION
	17-MV-320238 ($49.01)	PRORATION
EVANS BARBARA J	17-MV-404872 ($29.89)	PRORATION
FINANCIAL SER VEH TRUST	17-MV-322540 ($496.92)	PRORATION
GILL SUNDEEP KAUR	17-MV-324853 ($276.26)	PRORATION
GRECO DEBORAH J	17-MV-406213 ($159.60)	PRORATION
HYUNDAI LEASE TITLING TRUST	16-MV-332468 ($306.54)	PRORATION
HYUNDAI LEASE TITLING TRUST	17-MV-407392 ($87.99)	PRORATION
IVOY-CAJBON BERNARDO	17-MV-407534 ($22.75)	ABATEMENT
JIMENEZ GLORIA	17-MV-900051 ($185.80)	PRORATION
JP MORGAN CHASE BANK NA	17-MV-334447 ($238.04)	PRORATION
KNAPP ROBERT GEORGE	17-MV-336774 ($128.44)	PRORATION
MARC MADELINE	17-MV-341802 ($312.29)	PRORATION
MILLER PAUL	17-MV-410180 ($198.03)	PRORATION
MIRANDA MARIA	17-MV-345149 ($90.43)	PRORATION

AGENDA

APRIL 11, 2019

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE **APPROVED BY TAX COLLECTOR**

PAY TO:	BILL No & AMOUNT REFUNDED		REASON
MYLER KEVIN M	17-MV-347127	($23.91)	PRORATION
NISSAN INFINITI LT	17-MV-348131	($83.54)	PRORATION
	17-MV-348780	($102.20)	PRORATION
NISSAN INFINITI LT	17-MV-348728	($76.73)	PRORATION
NORWALK SEAPORT ASSO	17-MV-411158	($14.44)	PRORATION
RAMIREZ GIOVANA G	17-MV-354759	($56.30)	PRORATION
TENORE CONSTRUCTION LLC	17-MV-800199	($32.29)	PRORATION
TOYOTA LEASE TRUST	17-MV-366652	($473.16)	PRORATION
TOYOTA LEASE TRUST	17-MV-414856	($292.21)	PRORATION
USB LEASING LT	17-MV-368027	($121.66)	PRORATION
VCFS AUTO LEASING COMPANY	17-MV-415377	($68.80)	PRORATION
VW CREDIT LEASING LTD	17-MV-370789	($575.79)	PRORATION
VW CREDIT LEASING LTD	17-MV-370754	($558.28)	ABATEMENT
	17-MV-370873	($250.58)	ABATEMENT
VW CREDIT LEASING LTD	17-MV-370669	($360.13)	PRORATION
VW CREDIT LEASING LTD	17-MV-370806	($204.95)	PRORATION
VW CREDIT LEASING LTD	17-MV-370646	($198.55)	PRORATION
	17-MV-370760	($829.42)	PRORATION
	17-MV-370766	($212.58)	PRORATION
VW CREDIT LEASING LTD	17-MV-370494	($214.78)	PRORATION
WALKER SARAH	17-MV-371066	($209.77)	PRORATION

AGENDA

APRIL 11, 2019

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE **APPROVED BY TAX COLLECTOR**

PAY TO:	**BILL No & AMOUNT REFUNDED**	**REASON**
EPSTEIN CYNTHIA		
7 YEW ST		
5-39-41-0	17-RE-103408 ($396.54)	REF ORG CH MUT
KELLY DONALD & SUSAN		
7 INGLESIDE AVE		
5-56-99-0	17-RE-113856 ($72.98)	REF ORG CH MUT
KRETER KEITH & DEBORAH	15-RE-114531 ($330)	
7 DOCK RD	14-RE-114449 ($315)	
5-84-157-0	13-RE-114453 ($300)	ABT SEW USE FEE
LERETA LLC		
213 SUNRISE HILL RD UNIT Q137		DUP PAYMENT/
5-21-64-Q137	17-RE-125241 ($2767.18)	OVER PAYMENT
PAPAKOSMAS MARKOS & EVANGELIA	15-RE-120455 ($76.86)	
75 FORT POINT RD	16-RE-120523 ($77.56)	GARAGE REMOVED '07
3-9-8-0	17-RE-120609 ($80.34)	SEE PERMIT & CO
WATERS EDWARD		
19 ROCKY POINT RD		
6-36-57-0	17-RE-128457 ($696.96)	REF ORG CH MUT

AGENDA

APRIL 11, 2019

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE **APPROVED BY TAX COLLECTOR**

PAY TO:	BILL No & AMOUNT REFUNDED	REASON
WEE BURN COUNTRY CLUB INC		
PROP ID: 2426		
6 ANCHOR RD	17-PP-203488 ($1750.80)	OVER PAYMENT

CITY OF NORWALK, DEPARTMENT OF FINANCE
Tax Collector's Office

P: 203-854-7731 / F: 203-854-7770
125 East Avenue Room 105
Norwalk, Connecticut 06851
www.norwalkct.org

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: April 10, 2019
Re: Narrative for March, 2019 Tax Collector's Report

As of the end of March 2019, three fourths of the way through the current fiscal year, we had collected more than $319 million, or **98.23%** of our $325 million adjusted tax levy. In addition, as of the end of March, 2019, we collected more than $15.9 million of our sewer use levy, or **98.18%.** We also collected 86.63% of the year's IPP (Industrial Pretreatment Program) fee on behalf of the Water Pollution Control Authority. Compared with the prior fiscal year, we are slightly behind with regard to both current taxes (-0.29%) and sewer use (-0.04%). However, we are on target to achieve our current budgeted collection goals for the fiscal year ending in June, 2019.

Through the month of March, 2019, we also collected more than $4 million in back taxes, interest, lien fees and other fees. This amount is $700,000+ more than what had been collected in the prior fiscal year as of the end of March. The July 2018 tax sale contributed to robust delinquent collections at the end of the prior fiscal year, and the beginning of this current one. Note that our figures are *net of refunds and credits* that have to be given due to court cases where taxpayers successfully appealed their assessment and were due money back.

We issued demand for payment notices (delinquent notices) at the end of February. Since our last monthly report, we filed lien continuing certificates for outstanding 2017 grand list accounts in late March.

We are still dealing with paperwork relative to July 23, 2018 tax sale. Ultimately, we collected in excess of $5 million for the city at this tax sale. It should be noted that only about 3% of the properties included in the tax sale ultimately were sold. 97% of the properties were retained by their owners. Our next sale will be in July 2020, and we will start planning for that sale in November 2019. Our FYE 2020 budget submission currently under review includes a request for funding for next year's tax sale.

As 2019 is not a tax sale year, we focus on business personal property and motor vehicle collection enforcement over the next six months. A mandatory wage garnishment for city and board of education employees who owe Norwalk property taxes is still in effect, and we are working with the Department of Health to deny health permit renewal to any establishment owing back taxes for longer than one year. Maintaining a high current collection rate by efficiently enforcing collection of current and past due taxes allows budget making authorities to set lower mill rates, because there can be less of an 'allowance' for anticipated uncollectibles. A lower mill rate is effectively 'tax relief' for each and every taxpayer and arguably the most equitable form of tax relief.

On a positive note we are attempting to assist the Assessor's office in publicizing our locally funded property tax relief programs for elderly and disabled homeowners by disseminating flyers and posting information on our website. Our office also took out an advertisement on a local online news site promoting the tax relief programs. The deadline to apply for relief that will affect taxes due in July 2019 is May 15, 2019. We encourage anybody who might be qualified to contact the Assessor's office for more information, and to fill out an application.

TAX COLLECTOR'S REPORT
MARCH 2019

FISCAL YEAR 2018-2019 (2017 GRAND LIST)	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 18 - MAR 19	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	$19,785,892.64	$18,200,105.52	91.99%	$19,422,161.12	($363,731.52)	93.71%
AUTOMOBILE-SUPPLEMENTAL	$3,590,970.07	$2,938,858.71	81.84%	$3,522,807.79	($68,162.28)	83.42%
PERSONAL PROPERTY	$21,248,718.54	$20,603,523.43	96.96%	$21,254,391.76	$5,673.22	96.94%
REAL ESTATE	$280,979,420.26	$277,731,466.26	98.84%	$281,034,486.77	$55,066.51	98.82%
TOTAL TAX	**$325,605,001.51**	**$319,473,952.92**	**98.12%**	**$325,233,847.44**	**($371,154.07)**	**98.23%**
SEWER USE	$15,844,431.00	$15,975,983.83	100.83%	$16,272,214.00	$427,783.00	98.18%
IPP FEE	$207,250.00	$179,753.41	86.73%	$207,500.00	$250.00	86.63%

FISCAL YEAR 2017-2018 (2016 GRAND LIST)	ORIGINAL LEVY	JUN 17 - MAR 18				
AUTOMOBILE-REGULAR	$18,742,512.33	$17,246,855.18	92.02%	$18,444,665.02	($297,847.31)	93.51%
AUTOMOBILE-SUPPLEMENTAL	$3,260,045.73	$2,775,333.17	85.13%	$3,246,784.57	($13,261.16)	85.48%
PERSONAL PROPERTY	$20,774,746.28	$20,310,985.41	97.77%	$21,004,357.94	$229,611.66	96.70%
REAL ESTATE	$269,517,650.26	$266,487,885.12	98.88%	$268,741,041.54	($776,608.72)	99.16%
TOTAL TAX	**$312,294,954.60**	**$306,821,058.88**	**98.25%**	**$311,436,849.07**	**($858,105.53)**	**98.52%**
SEWER USE	$15,371,652.00	$15,224,090.02	99.04%	$15,499,275.00	$127,623.00	98.22%
IPP FEE	$204,250.00	$186,032.49	91.08%	$214,750.00	$10,500.00	86.63%

TAX DIFFERENCE 2017 G.L. vs. 2016 G.L. INCREASE/(DECREASE)	$13,310,046.91	$12,652,894.04	-0.13%	$13,796,998.37	$486,951.46	-0.29%
SEWER DIFFERENCE 2017 G.L. vs. 2016 G.L. INCREASE/(DECREASE)	$472,779.00	$751,893.81	1.79%	$772,939.00	$300,160.00	-0.04%
IPP DIFFERENCE 2017 G.L. vs. 2016 G.L. INCREASE/(DECREASE)	$3,000.00	($6,279.08)	-4.35%	($7,250.00)	($10,250.00)	0.00%

BACK TAXES COLLECTED	FISCAL YR 2018-2019 (JUL 18 - MAR 19)	FISCAL YR 2017-2018 (JUL 17 - MAR 18)	CUR YR vs.PRIOR YR INC/(DEC)
PRIOR TAXES	$2,061,646.54	$1,950,597.79	$111,048.75
PRIOR SEWER USE FEE	$264,772.80	$8,233.80	$256,539.00
PRIOR IPP FEE	$12,183.43	$7,903.86	$4,279.57
TOTAL PRIOR TAX, SEWER & IPP	**$2,338,602.77**	**$1,966,735.45**	**$371,867.32**
CURRENT INTEREST	$627,896.48	$565,158.93	$62,737.55
PRIOR INTEREST	$606,473.56	$606,714.53	($240.97)
SEWER USE FEE INTEREST	$57,052.09	$59,818.03	($2,765.94)
IPP FEE INTEREST	$7,332.09	$4,690.79	$2,641.30
TOTAL INTEREST COLLECTED	**$1,298,754.22**	**$1,236,382.28**	**$62,371.94**
PRIOR LIEN FEE	$10,422.21	$11,001.06	($578.85)
CURRENT LIEN FEE	$627.42	$1,826.45	($1,199.03)
TOTAL LIEN FEE COLLECTED	**$11,049.63**	**$12,827.51**	**($1,777.88)**
MISC FEES COLLECTED**	**$388,748.73**	**$120,052.64**	**$268,696.09**
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	**$4,037,155.35**	**$3,335,997.88**	**$701,157.47**

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

** PRIOR & CURRENT FISCAL YEAR INCLUDES TAX SALE AND TITLE SEARCH FEES PROCESSED THRU MUNIS

April 2019

OPERATING BUDGET / FISCAL YEAR 2019-2020

The operating budget for FY 2020 reflects the Parking Authority's mission to enhance economic development and quality of life as a critical contributor through community partnerships, investment opportunities and financially balanced parking programs, smartparking technologies, security systems, overseeing the management, operation, facilities, and maintenance of 4,425 on and off-street citywide parking spaces. The FY 2020 Operating Expense Budget of $7,344,393 addresses these goals.

Expense Highlights

65% - $180,800 - City expenses & contractual costs

- $(52,609) decrease for debt service
- $(83,265) decrease in utility expenses system wide reflecting LED lighting efficiencies
- $183,654 increase for capital outlay related to a citywide program for rebranding and improvements to the parking facility and wayfinding signage system; angled parking, streetscape, safety and ADA measures
- $98,359 increase for city allocated expenses for salaries and benefits for staff services provided to the Parking Authority
- $11,563 increase for risk management expenses
- $23,098 increase for credit card fees reflecting the shift to increased credit card payment preferences

35% - $97,400 - Other

- $5,400 for parking facility repair and maintenance
- $7,000 increase for service contract fees for system wide technology systems
- $10,000 increase for communication related to Norwalk Tomorrow digital media platform
- $25,000 increase for snow removal to reflect Liberty Square and the Main Library
- $50,000 to perform an operating audit of the Parking Authority

Revenue Highlights

- ($83,800) decrease in projected violation revenue
- $143,130 increase in monthly permit sales reflecting activity growth system wide and revenue adjustments
- $50,090 increase for on street metered parking reflecting the Wall Street District changes and overall increased activity
- $256,045 increase for facility hourly parking reflecting increased activity

DESCRIPTION OF SERVICES

The Norwalk Parking Authority is now part of the newly created Department of Transportation Mobility and Parking under the umbrella of Economic and Community Development. It is an advocate for downtown development and commerce, providing economic development resources supporting mobility, sustainability, growth and improvement while creating easy to park and pay options through mobile platforms and wayfinding systems.

Highlights for Fiscal Year 2019

The Parking Authority continues to respond to public concerns about parking including parking capacity, aggressive enforcement and investing in the community. We have implemented a comprehensive outreach and community conversation initiative integrating parking as an integral part of economic development and mobility and connecting these concepts to increase customer activity in the downtown districts and sustain the business community.

1. Courtesy Card Parking Violation Program – Started in FY 2018, continuation and expansion of the courtesy card program which has resulted in dramatically reduced ticketing, higher compliance and improved perception in the downtown area.

2. Norwalk Now Collaborative Business Marketing Program - Working with the business community and to improve economic development in the long term in the downtown business districts and to energize customer activity beyond Norwalk, the NPA continued to invest ($100,000) in FY 2019 in a collaborative business marketing business startup branded 'Norwalk Now.' Norwalk Now has grown and is quickly becoming the goto marketing organization for the restaurant, retail, entertainment and hospitality businesses and the greater downtown districts and ultimately for all of Norwalk and will be folded into the Economic and Community Development Programming.

3. Parking Capacity and Strategic Plan – Anticipating a parking capacity issue as the city continues to grow, the Parking Authority contracted with Walker Parking Consultants to perform a citywide parking capacity and create strategic plan to in the near and long term and recommend solutions that would include not only building or buying more parking but also other mobility solutions. It is expected to be completed by the end of FY 2019.

4. Investor/Partner/Advisor - in citywide programs/projects/developments – The NPA is involved as a major player with critical citywide economic development projects including the main Library, East and South Norwalk Railroad Stations (TOD/mixed use development), the Wall Street area, the Webster Parking Lot, Parks/Recreation (beach parking efficiencies). The NPA has assisted with funding and expertise to collaborate and partner with many different groups and planning, development and operational initiatives.

5. Liberty Square Parking Lot – The NPA took over the responsibility of maintenance and parking management for the Liberty Square Parking Lot. The NPA invested over $120,000 in infrastructure improvements including paving, striping, drainage, lighting, cameras, landscaping and affordable rate structure.

6. Belden Ave Main Library – The NPA took over the responsibility of maintenance and parking management for the Main Library Parking Lot. It invested over $200,000 in infrastructure improvements at the Main Library adding parking capacity and beautifying the area, providing free parking to library patrons.

7. Customer Service – Implemented a Road Assistance and Ambassador Program to aide customers in distress or in need of direction.

8. Technology – Implemented a business intelligent dashboard integrating all data sources into one platform, a customer service system and mobile app to provide enhanced customer services and tracking.

9. Walk Bridge Project Contributor – Project team member assisting the business district(s) developing solutions related to parking access and wayfinding.

10. Mall Parking Project Contributor – Implemented parking solutions to protect residents and the business community from the influx of construction workers parking in residential neighborhoods and reducing business community parking capacity.

Goals for Fiscal Year 2020

1. Strategic Plan – Develop a long range Parking Authority Strategic Plan and implementation schedule.

2. Staffing – ensure the NPA is properly resourced

3. Courtesy Card Parking Violation Program – continue to offer this program in expanded areas.

4. Norwalk Now Collaborative Business Marketing – continue to invest in the Norwalk Now as a citywide economic development marketing program.

5. Parking Capacity Study – evaluate consultant recommendation and develop an implementation plan.

6. Wall District On Street Angled Parking – As part of an economic development initiative under the Transportation Mobility and Parking Department invest in a pilot and implement back in angled on street parking on Wall, River and Main Streets in an effort to increase parking capacity and improved safe traffic flow. Install multi space meters on street, introduce reduce rates for on street, garage and monthly parkers.

7. South Norwalk Railroad Station –Evaluate programs to increase weekend activity at the railroad station.

8. Investor/Partner/Advisor – continue to collaborate with citywide economic development projects including TOD developments at the two railroad stations, the library, other infill citywide developments, Merritt 7 railroad station. Provide parking solutions and guidance for other city departments.

9. Walk Bridge Project – continue to provide resources to assist the business community with parking access and wayfinding.

10. Operating Audit – Perform an Operating Audit of the Parking Authority.

11. Signage – Re brand and update facility and wayfinding signage.

12. Mall Parking and Mobility Collaboration – Continue to collaborate with the SoNo Collective Mall team on parking and mobility programming and projects.

Norwalk Parking Authority
BUDGET (SUMMARY)
FY 2020

	Actual FY 2018	Budget FY 2019	Budget FY 2020	Variance $ to Budget FY 2019	Variance % to Budget FY 2019
REVENUE:					
Monthly	2,657,467	2,760,353	2,903,483	143,130	5.19%
Transient	2,953,845	2,878,191	3,134,236	256,045	8.90%
Meters	454,700	478,187	528,277	50,090	10.47%
Violations	886,328	967,168	883,368	(83,800)	-8.66%
Sales Tax/Refunds	(201,098)	(196,997)	(213,369)	(16,372)	8.31%
TOTAL PARKING REVENUE	**6,751,242**	**6,886,902**	**7,235,995**	**349,093**	**5.07%**
Other Revenue	91,555	106,578	108,398	1,820	1.71%
TOTAL SYSTEM REVENUE	**6,842,797**	**6,993,480**	**7,344,393**	**350,913**	**4.78%**
EXPENSES:					
Payroll/Benefits	1,881,905	2,165,429	2,206,520	41,090	1.90%
All Other Oper Exp	2,946,599	2,705,226	2,818,913	113,687	4.20%
City Support Charges	734,760	943,338	1,008,432	65,094	6.90%
Debt Service	974,892	974,602	921,993	(52,609)	-5.40%
Capital Outlay	304,641	204,884	388,535	183,651	89.64%
TOTAL EXPENSES	**6,842,797**	**6,993,480**	**7,344,393**	**350,913**	**4.78%**

Norwalk Parking Authority BUDGET (Detail) FY 2020					
	Actual FY 2018	Budget FY 2019	Budget FY 2020	Variance $ to Budget FY 2019	Variance % to Budget FY 2019
PARKING REVENUE					
Monthly	2,657,467	2,760,353	2,903,483	143,130	5.19%
Transient	2,953,845	2,878,191	3,134,236	256,045	8.90%
Meters	454,700	478,187	528,276	50,090	10.47%
Violations	886,328	967,168	883,368	(83,800)	-8.66%
Less: Refunds	(2,144)	0	0	0	0
Less Sales Tax	(198,954)	(196,997)	(213,369)	(16,372)	8.31%
TOTAL PARKING REVENUE	**6,751,242**	**6,886,902**	**7,235,995**	**349,093**	**5.07%**
OTHER REVENUE					
Art Program - MG	3,232	0	2,400	2,400	0
Advertising	300	500	500	0	0.00%
Lease Income - SNRR	15,894	34,198	34,770	572	1.67%
Lease Income - YDG	16,157	12,720	17,568	4,848	38.11%
SNRR/ENRR Concessions	34,660	41,160	41,160	0	0.00%
Investment Income	13,250	8,000	8,000	0	0.00%
ATM Machines	8,062	10,000	4,000	(6,000)	-60.00%
TOTAL OTHER REVENUE	**91,555**	**106,578**	**108,398**	**1,820**	**1.71%**
TOTAL SYSTEM REVENUE	**6,842,797**	**6,993,480**	**7,344,393**	**350,913**	**4.78%**
EXPENSES					
Personnel/Benefits (FTE 38)	1,881,905	2,165,429	2,206,520	41,090	1.90%
Security Service Contracts	114,896	130,000	130,000	0	0.00%
Equipment Expense	86,187	90,000	90,000	0	0.00%
Vehicle Expense	94,267	120,000	120,000	0	0.00%
Building & Property R&M	883,217	574,467	579,867	5,400	0.94%
Sanitation Expense	19,337	17,520	17,520	0	0.00%
Operating Expense	170,128	90,000	95,000	5,000	5.56%
Elevator Repair & Maintenance	24,707	27,600	27,600	0	0.00%
Snow Removal	208,785	250,000	275,000	25,000	10.00%
Signage	67,461	50,000	70,000	20,000	40.00%
Tickets	4,972	15,000	20,000	5,000	33.33%
Liability Insurance	163,787	169,353	180,916	11,563	6.83%
Maritime Garage Condo Fees.	21,353	21,775	22,216	441	2.02%
Uniforms	4,732	10,000	10,000	0	0.00%
Utilities	84,925	88,657	89,842	1,185	1.34%
Management Fees	150,000	100,000	100,000	0	0.00%
Office Expense	18,548	18,000	18,000	0	0.00%
Service Contracts	126,550	112,000	119,000	7,000	6.25%
Telephone/Data Communications	71,430	75,000	75,000	0	0.00%
Credit Card Fees	230,072	180,854	203,953	23,098	12.77%
Permit/Violation Management	107,085	130,000	130,000	0	0.00%
Marketing & Communications	59,160	50,000	60,000	10,000	20.00%
Capital Reserve & Replacement	135,000	135,000	135,000	0	0.00%
Parking Programs	100,000	200,000	200,000	0	0.00%
Contingency Fund	0	50,000	50,000	0	0.00%
TOTAL OPERATING EXPENSES	**4,828,504**	**4,870,655**	**5,025,433**	**154,777**	**3.18%**
CITY ADMINISTERED EXPENSES					
Personnel/Benefits (city alloc.)	508,896	585,613	683,972	98,359	16.80%
Electric	206,556	308,188	224,923	(83,265)	-27.02%
Business Exp.	2,542	4,500	4,500	0	0.00%
Sewer (WPCA)	4,349	10,037	10,037	0	0.00%
Professional Service	12,417	30,000	80,000	50,000	166.67%
Legal Service	0	5,000	5,000	0	0.00%
TOTAL CITY ADMINISTERED	**734,760**	**943,338**	**1,008,432**	**65,094**	**6.90%**
SUB-TOTAL OPERATING EXP.	**5,563,264**	**5,813,993**	**6,033,865**	**219,871**	**3.78%**
Debt Service Interest	348,696	333,912	287,442	(46,469)	-13.92%
Debt Service Principal	626,196	640,691	634,551	(6,140)	-0.96%
SUB-TOTAL DEBT SERVICE	**974,892**	**974,602**	**921,993**	**(52,609)**	**-5.40%**
Capital Outlay	**304,641**	**204,884**	**388,535**	**183,651**	**89.64%**
TOTAL EXPENSES	**6,842,797**	**6,993,480**	**7,344,393**	**350,913**	**4.78%**

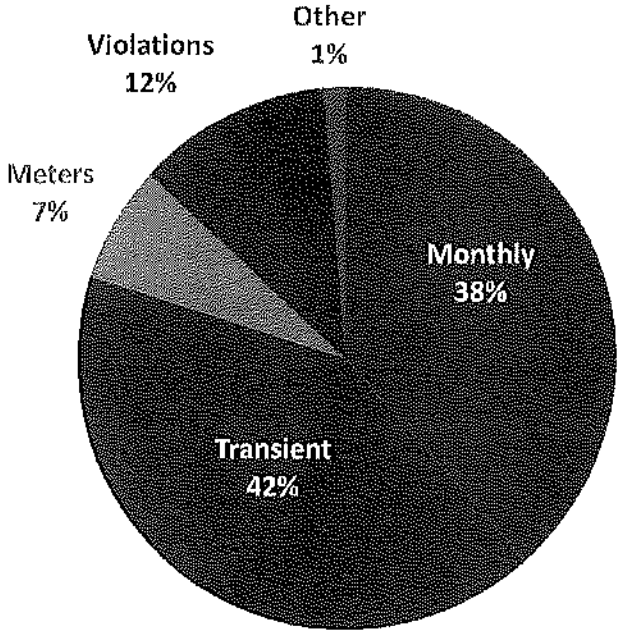
Norwalk Parking Authority
BUDGET NARRATIVE
FY 2020

	Budget FY 2020	Variance % to Budget FY 2019	Notes
PARKING REVENUE			
Monthly	2,903,483	5.19%	Based on rate adjustment and increased activity: rate adjustment of $5.00 at Webster Lot, Liberty Square Lot monthly rate of $25.00, increased permit activity from the state project and mall construction. Storage rate adjustment at YDG and monthly rate reduction at YDG.
Transient	3,134,235	8.90%	Based on current activity levels and trends, rate adjustment of $2.50 for daily max to $10.50 over 4 hours of parking, includes Liberty Square and Library Lot estimated transient revenue. Hourly rate reduction from $0.50/hour to $0.25/hour.
Meters	528,277	10.48%	464,000 in SONO area transactions includes meter operations from 8am-9pm. Additional 356,235 estimated transaction at Wall area between 8am - 9pm additional 254 metered spaces in the wall area.
Parking Violation Revenue	883,308	-8.66%	Includes reduction based on 2018 actual for courtesy tickets issuance.
Less: Refunds	0	0	
Less Sales Tax	-213,369	8.31%	
TOTAL PARKING REVENUE	7,236,995	4.82%	
OTHER REVENUE			
Art Program - MG	2,400	0	Based on three years trend average.
Advertising	500	0.00%	advertising program sales
Lease Income - SNRR	34,770	1.67%	fashion institute lease, including 1 parking spaces, includes SNEW condo income of $19,850k per year.
Lease Income - YDG	17,568	38.11%	storage and NPD lease
SNRR/ENRR Concessions	41,160	0.00%	Reflects changes to concession operation with new tenant on eastbound side.
Investment Income	0,000	0.00%	per city of Norwalk comptroller
ATM Machines	4,000	-60.00%	SNRR. Based on current activity
TOTAL OTHER REVENUE	108,398	1.71%	
TOTAL SYSTEM REVENUE	7,344,393	4.78%	
EXPENSES			
Personnel/Benefits (FTE 38)	2,206,520	1.90%	Personnel adjustment due to extended operating hours at Wall area. Variance to actual is high because of position budgeted but not filled
Security Service Contracts	130,000	0.00%	Stanley, Dunbar services, security cameras
Equipment Expense	90,000	0.00%	Includes equip. purchase and Meter & pay station replacement program.
Vehicle Expense	120,000	0.00%	Vehicle repairs, gas; replacement enforcement vehicle as part of contractual Fleet Replacement program.
Building & Property R&M	679,867	0.94%	Building repairs, HVAC, parking equipment, electrical, plumbing, landscaping, doors & hardware, irrigation, painting, fire alarm, fence repairs, minor paving/drainage repairs for 8 facilities (3 garages and 1 deck)
Sanitation Expense	17,520	0.00%	Dumpster services SNRR(1), MG(1), Wall St (1), pest control (SNRR, ENRR)
Operating Expense	95,000	5.56%	Payroll processing, cleaning garage gallery., janitorial supplies, access cards, coin count maint fee, internet service, Parkmobile pay by cell fees.
Elevator Repair & Maintenance	27,600	0.00%	Elevator R&M and service contract
Snow Removal	275,000	10.00%	Reflects average historical costs; Increaser based on added facilities: Liberty Square, Library Lot and ENRR temporary lot.
Signage	70,000	40.00%	Reflects average historical cost. Reflects additional $20,000 for signages in Wall area
Tickets	20,000	33.33%	Citations, spitter tickets, pay station receipt paper. Includes an additional $5,000 for added meters in the Wall area
Liability Insurance	180,916	6.83%	based on total revenues
Maritime Garage Condo Fees.	22,216	2.02%	Increase 2% per the condo association
Uniforms	10,000	0.00%	Field personnel
Utilities	89,842	1.34%	Includes water costs; 2.0% increase based on City proforma
Management Fees	100,000	0.00%	per contract
Office Expense	18,000	0.00%	Includes printing, postage, office supplies, professional publications, memberships. Incl. SONO & YDG customer service offices
Service Contracts	119,000	6.25%	Includes communications equip., copier, PARCS PM contract, Cale, IPS fees, Internet/phone system maint. Contracts, Streetline fees.
Telephone/Data Communications	75,000	0.00%	Cell phones, landlines, data lines. Includes customer service/security intercoms in facilities & pay stations. Includes the new Business Intelligence dashboard program.
Credit Card Fees	203,953	12.77%	76% of parking revenue is via credit card. Credit card use increase plus new separate EMV charges.
Permit/Violation Management	130,000	0.00%	Includes LPR, permit, enforcement & collections costs; software maint. Fees; Increase based on historical cost average
Marketing & Communications	60,000	20.00%	Includes website maint., public relations, general marketing programs
Capital Reserve & Replacement	135,000	0.00%	Infrastructure improvements
Parking Programs	200,000	0.00%	
Contingency Fund	50,000	0.00%	
TOTAL OPERATING EXP.	5,015,493	3.08%	
CITY ADMINISTERED EXP.			
Personnel/Benefits (city alloc.)	683,972	16.80%	City of Norwalk contractual obligations. Includes settled union contracts
Contingency -unsettled negotiation	0	0.00%	
Electric	224,923	-27.02%	SNEW/Eversource utility expenses ; 1.0% increase built in for any usage or charge increase.
Business Exp.	4,500	0.00%	City allocated expenses
Sewer (WPCA)	10,037	0.00%	WCPA expense
Professional Service	80,000	166.67%	Engineering, architectural consulting services, includes operating audit
Legal Service	5,000	0.00%	Contract development
TOTAL CITY ADMINISTERED	1,008,432	6.45%	
SUB-TOTAL OPERATING EXP.	6,023,865	3.64%	
Debt Service Interest	287,442	-13.92%	Based on DS schedule provided by City
Debt Service Principal	634,551	-0.96%	Based on DS schedule provided by City
SUB-TOTAL DEBT SERVICE	921,993	-5.71%	
capital outlay	388,535	89.64%	Parking Capacity planning and building: Multi-meter on street pay stations around the stor station / Washington village streets, alternative parking strategies, walk bridge, parking access expenses, circulator
TOTAL EXPENSES	7,344,393	4.78%	

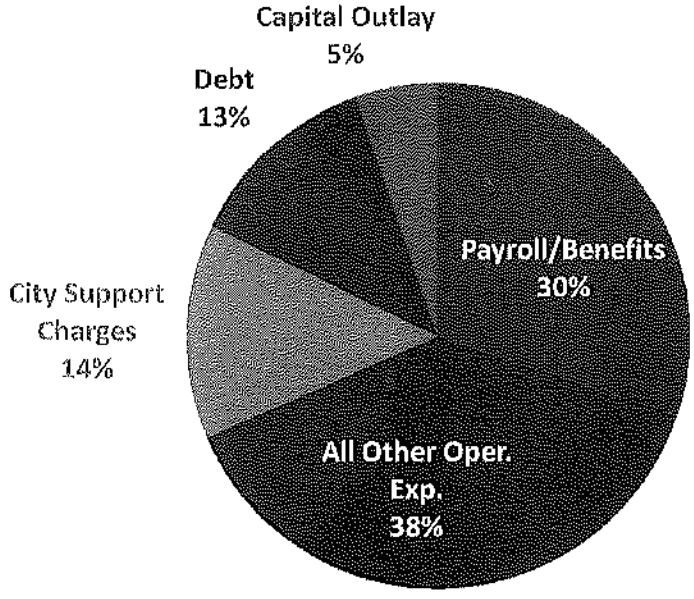
Rate Adjustment Summary Analysis
FY 2020

	Current	FY 2020 Budget	Rate Change	Additional ANNUAL Revenue	Comments
Permit Rates					
Yankee Doodle Garage	$38.00	$25.00	($13.00)	($16,380)	
Yankee Doodle Garage-Vehicle Storage	$38.00	$76.00	$38.00	$41,040	
Webster Lot	$65.00	$70.00	$5.00	$33,900	
Webster Lot - Reserved	$85.00	$90.00	$5.00	$2,400	
				$60,960	
Hourly Rates					
Yankee Doodle Garage	$0.50	$0.25	($0.25)	($24,969)	
Webster Lot	6pm-6am	6pm-10pm	n/a	$40,621	Rate is unchanged at $3/flat
Webster Lot	n/a	after 10pm	$1.00		After 10pm, rate goes back to daily rate of $1/hr
				$15,651	
On Street Rates					
Wall Street	$0.75	$0.50	$0.25	$19,279	Enforcement starting in FY2020 from 8am-9pm
				$19,279	
Revenue Change from Rate Adjustments				$95,890	

NPA REVENUE FY2020



NPA EXPENSES FY2020



Norwalk Water
Pollution Control
Authority
www.wpcanorwalk.org

MEMORANDUM

TO: Board of Estimate and Taxation

FROM: Ralph Kolb, Sr. Environmental Engineer, WPCA

CC: Anthony Carr, PE, Chief of Operations and Public Works
Lisa Burns, PE, Principal Engineer, DPW
Chris Torre, Superintendent of Operations, DPW

DATE: March 19, 2019

REASON: Norwalk Water Pollution Control Authority
Approved FY19/20 Operating Budget

The Norwalk Water Pollution Control Authority (WPCA), an enterprise fund, manages the City's sanitary sewer collection system, pumping stations and wastewater treatment facility in accordance with environmental standards and regulations in the most cost effective and responsible manner.

Enclosed is the WPCA's FY2019-20 budget as approved at the Board meeting on March 18, 2019. The FY2019-20 budget includes an $8 rate increase for a single family residence and an overall blended rate increase of approximately 2% over the previous fiscal year.

Mark McCormick continues to provide professional management services including closeout of the OMI, Inc. contract; procurement assistance of new operating agent/company; and other quality assurance/control reviews related to capital and operating projects.

The 20 year Wastewater Treatment System Service Agreement (Service Agreement) with OMI, Inc. expires May 17, 2020. In November 2018, the WPCA issued a Request for Proposals for Wastewater Treatment Systems Operations, Maintenance & Management Services with a submission deadline of March 15, 2019. The WPCA received four proposals and is currently engaged in the evaluation/interview process to select a Company and enter into a contract by October 2019.

Some items on the operating budget to point out are as follows:

Revenues:

- Includes line item for reimbursement ($379,761) of WPCA support services billed to City and City sewer use fee

Expenditures:

- New administrative assistant position was approved by the WPCA Board and included in budget
- Operation and maintenance fees includes $1MM to cover unexpected collection and WWTP/Pump Station repairs until close-out of contract
- Includes line item for reimbursement ($543,744) of City support services billed to WPCA.
- Professional services increased due to professional consulting services related to procurement preparation of future Service Agreement and contract closeout
- Legal services increased due to ongoing main lift pump litigation and procurement preparation of future Service Agreement
- Norwalk to purchase an estimate of $90,000 in Nitrogen Credits
- Decrease in debt service starting in FY19/20 and future years

16 South Smith Street, Second Floor, Norwalk, CT 06856 ♦ Phone: (203) 854-7791 ♦ Fax: (203) 854-3224

City of Norwalk
WATER POLLUTION CONTROL AUTHORITY
Approved FY 2019-20 Operating Budget Summary

REVENUES (224062)

ACCOUNT	DESCRIPTION	APPROVED FY 18-19	PROJECTED ACTUAL FY 18-19	PROPOSED FY 19-20
	Sewer Use Charges	$ 16,704,818	$ 16,841,881	$ 17,106,000
4513	*Norwalk Customers*[1]	$ 16,149,818	$ 16,172,325	$ 16,496,000
4521	*Wilton Interlocal Agreement*[2]	$ 520,000	$ 631,836	$ 575,000
4522	*Other Contract Customers*	$ 35,000	$ 37,720	$ 35,000
	Other Revenues	$ 1,375,251	$ 1,292,051	$ 1,116,161
452C	*Industrial Pretreatment Surcharge*[3]	$ 220,000	$ 211,800	$ 210,000
452D	*Sewer Connection Fees*	$ 100,000	$ 100,000	$ 100,000
4453	*Septage Haulers Licenses*	$ 1,400	$ 1,400	$ 1,400
4516	*Septage Disposal Fees*	$ 300,000	$ 225,000	$ 250,000
4121	*Nitrogen Credits*[4]	$ 157,831	$ 157,831	$ -
4901	*Investment Income*[5]	$ 110,000	$ 110,000	$ 110,000
4051	*Interest on Delinquent Accounts*[6]	$ 65,000	$ 65,000	$ 65,000
489F	*Reimbursement for Indirect Expenses*[7]	$ 421,020	$ 421,020	$ 379,761
XXXX	**Transfer from Fund Balance - Replacement Reserve**[8]	$ 850,000	$ -	$ 850,000
4513	**Allowance for Uncollectibles**[9]	$ (291,000)	$ (291,000)	$ (297,000)
4513	**Adjustments**	$ (100,000)	$ (100,000)	$ (100,000)
	TOTAL	$ 18,539,069	$ 17,742,932	$ 18,675,161

[1] *Rate increase $8 residential; $9 commercial; $0.19/1000 gallons commercial consumption per WPCA Financial Model.*
[2] *Billed on actual metered wastewater flow. Varies based on audited expenditures.*
[3] *Assumes no change in IPP rates although WPCA Financial Model recommends increase to meet future debt service requirements.*
[4] *CTDEEP credit received in FY18/19. No credits in FY19/20, see expenditures.*
[5] *Per Comptroller.*
[6] *Per Comptroller.*
[7] *Salaries, benefits and other direct costs for WPCA support services, City Sewer Use Fee, IPP/FOG billing and stormwater O&M.*
[8] *Nets out in replacement reserve on expenditures sheet and is only an administrative exercise.*
[9] *Assumes 98.2% collection rate per Tax Collector's Office. May decrease based upon economic conditions.*

City of Norwalk
WATER POLLUTION CONTROL AUTHORITY
Approved FY 2019-20 Operating Budget Summary

EXPENDITURES (224062)

ACCOUNT	DESCRIPTION		APPROVED FY 18-19		PROJECTED ACTUAL FY 18-19		PROPOSED FY 19-20
	Personnel/Benefits	$	531,928	$	487,854	$	652,805
5110	*Salaries*[1]	$	339,826	$	310,705	$	415,414
5428	*Benefits*	$	181,127	$	165,806	$	221,416
5120	*Overtime*	$	10,000	$	10,368	$	15,000
5150	*Longevity*	$	975	$	975	$	975
5258	Operations & Maintenance Fees[2]	$	5,728,992	$	6,921,733	$	6,757,000
5551	Indirect Expenses[3]	$	522,203	$	522,203	$	543,744
5241	Electricity[4]	$	1,441,095	$	1,441,095	$	1,455,506
	Professional Services	$	550,000	$	150,000	$	325,000
5298	*Contract Monitoring*	$	350,000	$	25,000	$	125,000
5298	*Engineering Consulting*	$	200,000	$	125,000	$	200,000
5252	Legal Services[5]	$	400,000	$	400,000	$	300,000
	Administration	$	54,000	$	54,000	$	54,000
5286	*General Office*	$	22,000	$	22,000	$	22,000
5236	*Billing Costs*	$	8,000	$	8,000	$	8,000
5245	*Telephone*	$	4,000	$	4,000	$	4,000
5744	*IT Hardware*	$	20,000	$	20,000	$	20,000
5285	Professional Dues/Memberships	$	10,000	$	10,000	$	10,000
5295	Training/Conferences	$	6,000	$	6,000	$	6,000
5418	Property Insurance/Liability Premium Worker's Compensation[6]	$	111,830	$	111,830	$	100,267
5789	Replacement Reserve - Wilton's portion per agreement	$	-	$	-	$	-
5789	Replacement Reserve - Norwalk[7]	$	3,908,365	$	-	$	4,888,332
5521	Debt Service - Principal	$	4,597,421	$	4,584,521	$	2,899,363
5522	Debt Service - Interest	$	667,234	$	706,715	$	593,144
5463	Nitrogen Credits[8]	$	-	$	-	$	90,000
	TOTAL	$	18,639,069	$	15,495,751	$	18,575,161

[1] *Includes step and COL increases. A new administrative assistant position was included in budget.*
[2] *Assumes CPI increase of 3%, Amendment #5, and additional $1MM to cover unexpected collection and WWTP/Pump Station repairs until close-out of contract.*
[3] *Salaries, benefits and other direct costs for City support services including Finance Department (Tax Collector, Tax Assessor, Comptroller, IT, and Management & Budget). Also includes allocation for DPW management.*
[4] *Assumes 1% increase over previous year.*
[5] *Legal fees are higher due to NLP litigation and O&M Procurement.*
[6] *Per Finance Department.*
[7] *Includes $850K transfer from fund balance (shown on revenue sheet). Replacement reserve funded at $4,088,322. Funds to be used for rate stabilization in future years related to multiple collection system, pump station and WWTP projects included in WPCA Financial Model.*
[8] *Estimated based on CIDEEP's FY18/19 price of $6.61 to purchase nitrogen credits*

CITY OF NORWALK
Chitsamay Lam
Comptroller
clam@norwalkct.org
P: 203-854-7711 / F: 203-854-7710
125 East Avenue
Norwalk, CT 06851

Date: March 19, 2019

To: Edwin Camacho, Chairman, Board of Estimate and Taxation

From: Chitsamay Lam, Comptroller

Re: Auditor Appointment of Fiscal Year 2018-2019

Connecticut General Statutes (C.G.S. Sections 7-396 and 4-232) require the appointing authority of any municipality, audited agency or non-profit agency to file with the Secretary of the Connecticut Office of Policy and Management (OPM) the name of the independent auditor designated to conduct the audit. The notification must be made at least thirty days before the end of the fiscal period of the entity for which the audit is required.

In 2015, the City issued a Request for Proposals (RFP) soliciting proposals from qualified audit firms to perform the City's financial statement audit for the five year period beginning July 1, 2014 and ending June 30, 2019. RSM US LLP was selected. I am submitting for your approval the fifth year of the contract at a fee of $95,000.

APPOINTMENT OF AUDITOR ANNUAL NOTIFICATION

TO: Municipal Finance Services
Office of Policy and Management
450 Capitol Avenue, MS#54MFS
Hartford, CT 06106-1379

Complete this fillable form and return by e-mail attachment to the e-mail address below. For questions on this form please contact us at the telephone number indicated below.

E-Mail: OPM.mfsforms@ct.gov **Telephone:** (860) 418-6400

FROM: Entity Name: City of Norwalk, Connecticut

Entity Address: 125 East Avenue, Norwalk, CT 06856-5125

Federal Employer Identification Number (FEIN): 06-6011881

Chief Fiscal Officer (Municipal): Chitsamay Lam, Comptroller

Executive Director (Nonprofit):

Telephone (with area code): 203-854-7721 Facsimile: 203-854-7710

Email Address: clam@norwalkct.org

Chair, Board of Directors (Nonprofit):

Telephone Number of Bd. Chairman:

The following information is furnished in compliance with CT General Statutes 7-396 and/or 4-232:

1. Independent Accountant or Accounting Firm Performing the Audit:

   Firm Name: RSM US LLP

   Firm Address: 157 Church Street
   11th Floor, New Haven, CT 06510

   State of CT Board of Accountancy CPA Firm Permit: CPAP0005382

   Audit Firm Federal Employer Identification Number: 42-0714325

   Contact Person & Title: Scott Bassett, Partner

   Telephone (with area code): 203-773-6615 Facsimile: 203-773-0591

   Email Address: scott.bassett@rsmus.com

2. Fiscal Period of Audit: From: 07/01/2018 (beginning of fiscal year) To: 06/30/2019 (end of fiscal year)

3. Appointment Date of Auditor:

4. Name/Title of Appointing Authority: City of Norwalk Board of Estimation & Taxation

Note: C.G.S. 7-396 and 4-232 require this form to be submitted on an annual basis no later than 30 days prior to the fiscal year end of the entity to be audited. This form will not be accepted without a complete and accurate federal employer identification number of the entity and its auditor.

4/17/18

VII. C

Exhibit A

Chapter 68
Noise

[HISTORY: Adopted by the City of Norwalk Common Council 7-26-1983; amended in its entirety 9-19-2001. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Alarm systems — See Ch. **11A.**
Explosives — See Ch. **38.**

Fire-alarm systems: institutions — See Ch. **40.**

Nuisances — See Ch. **71.**

Excavating and filling of land — See Ch. **97.**

Zoning — See Ch. **118.**

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§ 68-1 Short title.
This chapter shall be known as the "City of Norwalk Noise Control Ordinance."

§ 68-2 Purpose.
It is recognized that people have a right to and should be ensured an environment free from excessive ~~s~~Sound and vibration that may jeopardize their health or safety or welfare or degrade the quality of life. This chapter is enacted to protect, preserve and promote the health, safety, welfare and quality of life for the citizens of Norwalk through the reduction, control and prevention of ~~n~~Noise.

§ 68-3 Definitions.
The following definitions shall apply in the interpretation and enforcement of this chapter:

AFFECTED PERSON
Any ~~p~~Person who has lodged a Noise complaint with the Noise Control Administrator ~~an authorized enforcement agency~~ that he/~~or~~-she is the receptor of Noise on property within the City, and said Affected Person has an interest in the property as an owner, tenant, or employee.

AMBIENT ~~NOISE SOUND or BACKGROUND NOISE~~
~~Noise of a measurable intensity which exists at a point as a result of a combination of many distant sources individually indistinguishable.~~The ~~s~~Sound ~~l~~Level at a given location that exists as a result of the combined contribution in that location of all ~~s~~Sound sources, excluding the contribution of the source or sources under investigation for violation of this code and excluding the contribution of ~~e~~Extraneous ~~s~~Sound sources. Ambient sounds are differentiated from ~~e~~Extraneous ~~s~~Sounds by the fact that Aambient Ssounds are being emitted the majority of the time although they may not be continuous. Examples of Aambient Ssounds may include steady traffic of properly muffled vehicles, summer insects in the distance, pedestrians talking, and adjacent commercial/industrial operations or mechanical equipment.

COMMERCIAL ZONE
All commercial districts, business districts, as defined in the Zoning Regulations of the City of Norwalk,[1] and all uses associated therewith, either permitted as a right or as a special use.

COMMON COUNCIL

The Common Council of the City of Norwalk.

CONSTRUCTION

Any site preparation, assembly, erection, substantial repair, alteration or similar action, for or of public or private rights-of-way, structures, utilities or similar property.

CONSTRUCTION EQUIPMENT

Any equipment or device operated by fuel pneumatically or electric power used in \eConstruction or dDemolition work.

CONSTRUCTION SITE

Site where eConstruction or dDemolition takkes place.

CONTINUOUS SOUND

Sound with a duration of one second or longer measured by the slow response of a sSound lLevel mMeter. Impulsive sSounds that are rapidly repetitive and have a cumulative duration of one second or longer shall be measured as Ceontinuous sSound.

CORRECTED SOURCE SOUND LEVEL

The sSound lLevel attributable to the source or sources under investigation, which is calculated by subtracting the measured aAmbient sSound level from the measured tTotal sSound lLevel.

DAYTIME HOURS

The hours between 7:00 a.m. and 8:00 p.m., Monday through Friday, the hours between 8:00 a.m. and 8:00 p.m. on Saturday and the hours 9:00 a.m. through 8:00 p.m. on Sundays and federal and state holidays.

DECIBEL

~~A logarithmic unit of measure used in measuring magnitudes of sound. The symbol is dB. SPL (sound pressure level) is defined as:~~

$$SPL = 20 \log \frac{P}{Po} \text{ in dB}$$

~~Where~~

~~Po = 0.0002 microbar~~

The practical unit of measurement for sSound pPressure lLevel (SPL); the number of dDecibels of a measured sSound is equal to 20 times the logarithm to the base 10 of the ratio of the sSound pressure of a reference sSound (20 micropascals) abbreviated "dB".

DEMOLITION

Any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces or similar property.

DIRECTOR OF HEALTH

The Health Director of the City of Norwalk.

DOMESTIC POWER EQUIPMENT

Not limited to, power saws, drills, grinders, lawn and garden tools and other dDomestic pPower eEquipment intended for use in residential areas by a home owner.

EMERGENCY

Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

EMERGENCY VEHICLE

Any ~~m~~Motor ~~v~~Vehicle authorized by the City of Norwalk to have ~~s~~Sound warning devices such as sirens and bells which can lawfully be used when responding to an ~~e~~Emergency.

EMERGENCY WORK

Work made necessary, at the site of an ~~e~~Emergency, to restore property to a safe condition following an ~~e~~Emergency, or work required to protect ~~p~~Persons or property from exposure to imminent danger.

EXTRANEOUS SOUND

Any ~~s~~Sound that is intense and intermittent, and is neither ~~a~~Ambient ~~s~~Sound nor ~~s~~Sound attributable to a source or sources under investigation for a violation of this code. Such ~~s~~Sound includes but is not limited to sirens of ~~e~~Emergency ~~v~~Vehicles, unusually loud ~~m~~Motor ~~v~~Vehicle exhaust or braking, people shouting or talking next to the meter, animal vocalizations, aircraft or trains passing, car door slams, etc. When conducting compliance measurements, such ~~e~~Extraneous ~~s~~Sound sources may be noted but their ~~s~~Sound ~~L~~Levels are excluded.

HEALTH BOARD

As defined in Chapter 57 in the City Code.

IMPULSE ~~NOISE~~ SOUND

Sound of short duration, usually less than one second, with an abrupt onset and rapid decay. Impulse ~~s~~Sound may be measured with the ~~s~~Sound ~~L~~Level ~~m~~Meter response set to Fast or ~~,~~Impulse ~~or Peak~~.

INDUSTRIAL ZONE

All industrial districts as defined by the Zoning Regulations of the City of Norwalk.

MOTOR VEHICLE

Per Section 14-1(26) of the Connecticut General Statutes, as amended.

MUFFLER

A device for abating ~~s~~Sounds, such as those produced by escaping gases.

MULTI-DWELLING UNIT BUILDING

Any building comprising two or more dwelling units, including, but not limited to, apartments, condominiums, co-ops, multiple family houses, townhouses, and attached residences.

MULTI-USE PROPERTY

Any distinct parcel of land that is used for more than one category of activity. Examples include, but are not limited to:

1. A commercial, residential, industrial or public service property having boilers, incinerators, elevators, automatic garage doors, air conditioners, laundry rooms, utility provisions, or health and recreational facilities, or other similar devices or areas, either in the interior or on the exterior of the building, which may be a source of elevated ~~s~~Sound ~~L~~Levels at another category on the same distinct parcel of land; or
2. A building, which is both commercial (usually on the ground floor) and residential property, located above, below or otherwise adjacent to.

NIGHTTIME HOURS

The hours between 8:00 p.m. and 7:00 a.m., Sunday evening through Friday morning, Friday evening 8:00 p.m. through 8:00 a.m. Saturday morning and Saturday evening 8:00 p.m. through 9:00 a.m. Sunday morning. Saturday ~~n~~Nighttime ~~h~~Hours apply to state and federal holidays.

NOISE

Any ~~s~~Sound, the intensity of which exceeds the standards set forth in § **68-5B** or **C** of this chapter, or is otherwise not in conformance with the provisions herein.~~.~~

NOISE CONTROL ADMINISTRATOR

The Mayor, Chief of Police, and Director of the Board of Health or ~~p~~Person(s) designated to oversee enforcement of this Chapter, to review and act upon applications for variances, and perform other duties specified herein.

NOISE DISTURBANCE

Any ~~s~~Sound which unreasonably annoys, disturbs, injures or endangers the comport, repose, health, peace or safety of a ~~p~~Person, or which causes injury or damage to property or business.

~~**NOISE LEVEL**~~

~~The sound pressure level in decibels as measured with a sound level meter using the A-weighting network. The level so read is designed "dB(A)" or "dBA."~~

NOISE SENSITIVE ZONE

Any area designated by the Norwalk Board of Health as a "~~n~~Noise-~~s~~Sensitive ~~z~~Zone" where ~~n~~Noise problems are likely to occur or known to exist. As a minimum requirement, said zone must include within its boundaries a school, hospital, house of worship, day-care center, nursing home, public library, senior citizen center, residence or court.

PERSON

Any individual, firm, partnership, association, syndicate, company, trust, corporation, municipality, agency or political or administrative subdivision of the state or other legal entity of any kind.

PLAINLY AUDIBLE

Any ~~s~~Sound that can be detected by an investigator using his or her unaided hearing faculties of normal acuity. As an example, if the ~~s~~Sound source under investigation is a portable or vehicular ~~s~~Sound amplification or reproduction device, the detection of the rhythmic bass component of the music is sufficient to verify ~~p~~Plainly ~~a~~Audible ~~s~~Sound. The investigator need not determine the title, specific words, or the artist performing the song.

PREMISES

Any buildings, structure, land, or portion thereof, including all appurtenances, and shall include yards, lots, courts, inner yards and real properties without buildings or improvements owned or controlled by a ~~p~~Person. The emitter's ~~p~~Premises includes contiguous publicly dedicated street and highway rights-of-way, all road rights-of-way and waters of the state.

PROPERTY LINE

~~EThat real or imaginary line along the ground surface and its vertical extension which separates real property owned or controlled by any person from contiguous real property owned or controlled by another person, and separates real property from the public right-of-way.~~ither (a) the vertical boundary that separates one parcel of property (i.e., lot and block) from another residential or commercial property; (b) the vertical and horizontal boundaries of a dwelling unit that is part of a M~~m~~ulti-~~d~~Dwelling ~~u~~Unit ~~b~~Building; or (c) on a ~~m~~Multi-~~u~~Use ~~p~~Property as defined herein, the vertical or horizontal boundaries between the two portions of the property on which different categories of activity are being performed (e.g., if the ~~m~~Multi-~~u~~Use ~~p~~Property is a building which is residential upstairs and commercial downstairs, then the real ~~p~~Property ~~l~~Line would be the interface

between the residential area and the commercial area, or if there is an outdoor ~~s~~Sound source such as an HVAC unit on the same parcel of property, the boundary line is the exterior wall of the receiving unit). Note- this definition ~~s~~hall not apply to a commercial source and a commercial receptor which are both located on the same parcel of property (e.g., a strip mall).

PUBLIC RIGHT-OF-WAY

Any street, avenue, boulevard, highway, sidewalk, alley, park, waterway, railroad or similar place which is owned or controlled by a governmental entity.

RECREATIONAL VEHICLE

Any internal combustion-engine powered vehicle which is being used for recreational purposes.

RESIDENTIAL USE

Any property used for human habitation, unless the habitation is a condition of employment, including, but not limited to:

1. Private property used for human habitation;
2. Commercial living accommodations and commercial property used for human habitation;
3. Recreational and entertainment property used for human habitation [(e.g. camp ground)].~~;~~

RESIDENTIAL ZONE

All city-owned property used for recreational or educational purposes and all residential districts and any commercial district when used for residential purposes, as defined in the Zoning Regulations of the City of Norwalk, and all uses permitted therewith either as a right or as a special use.

SITE WORK

Any activities involving the use of heavy equipment including but not limited to hydraulic point breaking of rock, pavement breaking (jack hammering), pile driving, excavation, activities related to the processing of earth and rock such as screening, splitting and crushing, removal of materials and filling.

SOUND

A transmission of energy through solid, liquid or gaseous media in the form of vibrations which constitute alterations in pressure or position of the particles in the medium and which, in air, evoke physiological sensations, including, but not limited to, an auditory response when impinging on the ear.

SOUND LEVEL

The ~~s~~Sound ~~p~~Pressure ~~l~~Level in ~~d~~Decibels as measured with a ~~s~~Sound ~~l~~Level ~~m~~Meter using the A-weighting network. The level so read is designed "dB(A)" or "dBA."

SOUND LEVEL METER

An instrument used to take ~~s~~Sound ~~l~~Level measurements and which should conform, as a minimum, to ~~the operational specifications of~~ the American National Standards Institute "~~for~~ Specifications for Sound Level Meters" S1.4-~~1971 (Type S2A).~~1984 (or subsequent revisions).

SOUND LEVEL METER CALIBRATOR

An instrument used to conduct field calibration checks of a ~~s~~Sound ~~l~~Level ~~m~~Meter, and which should conform, as a minimum, to the American National Standards Institute "Specifications and Verification Procedures for Sound Calibrator" S1.40-2006 (or subsequent revisions).

SOUND PRESSURE LEVEL

Twenty times the logarithm to the base 10 of the ratio of the pressure of a sound to the reference pressure of 20 micronewtons per square meter (20 X 10 - 6 Newtons/meter^2), and is expressed in ~~d~~Decibels (dB).

SOUND PRODUCTION DEVICE

Any device whose primary function is the production of sSound, including, but not limited to any musical instrument, loudspeaker, radio, television, digital or analog music player, public address system or sSound-amplifying equipment.

TOTAL SOUND LEVEL

The measured level which represents the sum of sSound from the source or sources under investigation for violation of this code and the aAmbient sSound sources, excluding any eExtraneous sSound, when measured on the property of an aAffected Pperson or at another specified location.

§ 68-4 ~~Noise~~ Sound level measurement procedures and calculation of eCorrected sSource sSound lLevel.

For the purpose of determining ~~noise~~ sSound lLevel as set forth in this chapter, the following guidelines shall be applicable:

A. All personnel conducting sound measurements shall be trained in the current techniques and principles of sSound measuring equipment and instrumentation.

B. Sound lLevel ~~m~~Meters and calibrators used to conduct measurements shall ~~Instruments used to determine sound level measurements shall~~ conform to the ~~sound level meters as~~ definitions of~~ed by~~ this chapter.

C. The sSound lLevel ~~m~~Meter and calibrator shall be recertified annually by the manufacturer or at a laboratory accredited for such calibrations by either the American Association for Laboratory Accreditation or the National Institute of Standards and Technology.~~.~~

D~~C~~. The general steps listed below shall be followed when ~~preparing to take~~conducting sSound lLevel measurements:

~~(1) The instrument manufacturer's specific instructions for the preparation and use of the instrument shall be followed.~~

(1~~2~~) A field calibration check of ~~T~~the sSound lLevel ~~m~~Meter shall be ~~calibrated~~ conducted before and after each set of ~~m~~measurements. If the meter drifts by more than 0.5 dB between calibrations, all measurements taken since the last valid calibration shall be voided.

(~~3~~2) When measurements are taken out of doors, a wind screen shall be placed over the microphone of the sSound lLevel ~~m~~Meter as per the manufacturer's instructions. Wind speed measurements shall be taken at the sSound measurement location, and sound measurements shall not be conducted when the wind speed exceeds 12 MPH. Measurements may be taken in a location where the microphone is shielded from excess wind speeds.

(43) The ~~s~~Sound lLevel ~~m~~Meter shall be placed at an angle to the sSound source as specified by the manufacturer's instructions and at least four feet above the ground. It shall be so placed as not to be interfered with by individuals conducting the measurements.

(~~5~~4) Unless otherwise specified in this chapter, sSound lLevel ~~M~~measurements or observations shall be conducted~~taken~~ at or within the pProperty lLine of an Affected Person, at any location or elevation on their property or within their pPremises that reasonably represents a location at which they may be exposed to the nNoise. This may include but is not limited to conducting measurements at an elevated balcony or bedroom window.~~a point that is located about one foot beyond the boundary of the emitter's premises within the receptor's premises. The emitter's premises includes his/her individual unit of land or ground of contiguous parcels under the same ownership as indicated by public land records.~~

(5) The investigator shall survey the immediate vicinity of the source under investigation, in order to confirm the

identity of the source, and to select suitable locations for the measurement of the Total Sound Level and the Ambient Sound Level.

(6) Total Sound Level measurements shall be conducted at or within the pProperty lLines of the aAffected pPerson, unless otherwise specified in this chapter. The location of outdoor measurements, at the discretion of the investigator, must represent a location on that property which would see regular use by the complainant during the day, or be within 25 feet of the residential structure at night. The sSound lLevel mMeter reading shall be noted during the period of observation, excluding eExtraneous sSounds.

(7) When conducting indoor sSound lLevel measurements, the measurements shall be taken at least three feet from any wall, floor or ceiling and all exterior doors and windows may, at the discretion of the investigator, be closed. The configuration of the windows and doors shall be the same when measuring Total and Ambient Sound Levels, and all sSound sources within the dwelling unit must be shut off (e.g., television, stereo). Measurements shall not be taken in areas which receive only casual use such as hallways, closets and bathrooms.

(8) Ambient Sound Level measurements shall be conducted in such a manner as to quantify the contribution of the aAmbient sSound sources to the location at which the Total Sound Measurements were conducted. If sound from the source under investigation can reasonably be discontinued, these measurements shall be conducted at the same location at which the Total Sound Level measurements were conducted, while the source under investigation is not operating. If sSound from the source under investigation ~~can not~~cannot reasonably be discontinued (per § **68-9B)** then for purposes of enforcement of this code, the aAmbient sSound level of a given location may be determined based upon measurements taken at a comparable site (which includes but is not limited to comparable physical locations and time of day) in the nearby area. The choice of an alternate location or time for these measurements must take into consideration the primary source(s) of aAmbient sSound (e.g., a major roadway), and remain the same relative distance from that Aambient sSound source at the new measurement location when compared to the distance between the ambient source and the location at which the Total Sound Level measurements were conducted, with traffic patterns relatively the same. The sound level meter reading shall be noted during the periods of observation, excluding eExtraneous sSounds.

D. The Corrected Source Sound Level shall be calculated by subtracting the Ambient Sound Level from the Total Sound Level, as per Table 1, below.

TABLE 1

CORRECTION FOR
AMBIENT SOUND LEVELS
dB

Difference between Total Sound Level and Ambient Sound Level (TSL – ASL) in dB	**Correction Factor to be Subtracted from Total Sound Level to Calculate Corrected Source Sound Level**
0-3	Source Level $\leq$ Ambient Sound Level
4,5	2
6-9	1
10 or more	0

Procedure for Using Table 1

Step 1: Subtract the Ambient Sound Level from the Total Sound Level.
Step 2: Refer to Table 1 to determine the correction factor for the difference calculated in Step 1.

Step 3: Subtract the correction factor from the Total Sound Level. The resultant number is the Corrected Source Sound Level.

E. Compliance determination shall be based upon the Corrected Source Sound Level.

(1) No violation shall be based upon any exceedance that is the result of numerical rounding.

(2) A violation shall only be confirmed if the Corrected Source Sound Level exceeds both the permissible sound level limits (Tables 2 and 3) and the measured Ambient Sound Levels.

~~D. Multiple uses. Where multiple uses exist within a given noise zone, the least restrictive land use category for the emitter and receptor shall apply regarding the noise standards.~~

§ 68-5 ~~Noise~~ Sound ~~l~~Level limits~~s~~.

A. No ~~p~~Person shall operate or cause to be operated any source of ~~s~~Sound from any use occupancy in such a manner as to create a ~~s~~Sound ~~l~~Level which exceeds the limits set forth in the use occupancy category in Table 2, when measured at or within the ~~p~~Property ~~l~~Line of the receiving property.

(1) Continuous Sound
The limit in Table 2 may not be exceeded by incidents representing the normal, usual operation of the ~~s~~Sound source, during any three or more sampling intervals, the duration of which shall be no less than one half minute, within any one hour period. If the total duration of the ~~s~~Sound under investigation is less than one and one half minute, the requirement for a minimum of three measurements shall be waived.

TABLE 2
MAXIMUM PERMISSIBLE SOUND LEVEL LIMITS
BY RECEIVING LAND USE
dB(A)

Residential[1] Day Time	Residential Night Time	Commercial 24 hours	Industrial 24 hours
OUTDOORS			
55	45	65	70
INDOORS[2~~3~~]			
45	35	55	60

1. If the residential receptor is within a commercial or ~~i~~Industrial ~~z~~Zone, or within 200 feet of such a zone, the permissible ~~s~~Sound ~~l~~Level limits in Table 2 are increased by 5 dB(A), and the day time limits apply until 10:00 p.m.
2. Indoor measurements shall only be taken if the ~~s~~Sound source is on or within the same property as the receiving property, as in the case of a ~~m~~Multi-~~d~~Dwelling ~~u~~Unit ~~b~~Building or a ~~m~~Multi-~~u~~Use

pProperty (e.g., sSound generated within a commercial unit of a mMulti-uUse pProperty building and received within a residential unit of the same building). In addition, indoor measurements shall be taken if the pProperty lLine between the receiving property and the source property is a common wall, floor or ceiling

(2) Impulsive Sound:

No pPerson shall make, cause, allow or permit the operation of any impulsive source of sSound which has a maximum sSound ~~pressure~~ level in excess of eighty (80) dBA, when measured at or within the real pProperty lLine of a residential receiver. At nighttime, if an iImpulsive sSound is the result of the normal operation of an industrial or commercial facility and occurs more frequently than four (4) times in any hour the levels set forth in Table 2 shall apply.

If measurements of iImpulsive sSound are conducted indoors pursuant to § **68-5A(1)(2)**, the permissible limit is sixty (60) dBA. At nighttime, if an iImpulsive sSound is the result of the normal operation of an industrial or commercial facility and occurs more frequently than four (4) times in any hour the levels set forth in Table 2 shall apply.

(3) Commercial establishments serving alcohol or food, or presenting live or recorded musical performances

A. Notwithstanding any other provisions of this chapter, commercial establishments such as bars, restaurants, cabarets, or performance venues shall conform to the following standards:

(1) There shall be no sSound pProduction dDevice on the exterior of the establishment or inside the establishment at a distance of less than ten feet to an open door or window towards which it is oriented, without a permit.

(2) Sound pProduction dDevices in commercial establishments shall not exceed any of the permissible sSound lLevel limits set forth in Table 3, below:

TABLE 3
MAXIMUM PERMISSIBLE SOUND LEVEL LIMITS
COMMERCIAL ESTABLISHMENT SOUND PRODUCTION DEVICES

Facility Location	Time of Day	Sound Level Limit dB(A)		
		At a Distance of 10 Feet from the Facility[1]	Property Line of Affected Person	Inside Residence of Affected Person
Washington Street Development District (WSDD)	Day[2]	75	65	~~45~~ 50
	Night	65	55	35 within WSDD Plainly Audible in Any Other Zone

Any Other Commercial District	Day	70	60	40
	Night	60	50	Plainly Audible

1 – Exterior of the building or the ~~p~~Property ~~l~~Line, whichever is further from the source. On Washington Street, this is at the approximate curb line (where there is on-street parallel parking).

2 - For the purposes of applying Table 3, with regard to WSDD only, ~~d~~Daytime ~~h~~Hours are extended up to: (a) 10:00 p.m. on Saturday through Wednesday; (b) 11:00 p.m. on Thursday; and (c) 1:00 a.m. on ~~10:00 p.m. Sunday through Thursday. On~~ Friday, Saturday and the night before federal and state holidays. ~~the day time limits are extended up to 1:00 a.m.~~

~~A. It shall be unlawful for any person to emit or cause to be emitted any noise beyond the boundaries of his/her premises in excess of the noise levels established in this chapter.~~

~~B. Noise level standards.~~

~~(1) No person in a residential zone shall emit noise beyond the boundaries of his/her premises exceeding the levels stated herein and applicable to adjacent residential, commercial or industrial zones:~~

~~Receptor's Zone~~

			Residential	
~~Emitter's Zone~~	~~Industrial~~	~~Commercial~~	~~(day)~~	~~(night)~~
~~Resi- dential~~	~~62 dBAs~~	~~55 dBAs~~	~~55 dBAs~~	~~45 dBAs~~

~~(2) No person in a commercial zone shall emit noise beyond the boundary of his/her premises exceeding the levels stated herein and applicable to adjacent residential, commercial or industrial zones:~~

~~Receptor's Zone~~

			Residential	
~~Emitter's Zone~~	~~Industrial~~	~~Commercial~~	~~(day)~~	~~(night)~~
~~Com- mercial~~	~~62 dBAs~~	~~62 dBAs~~	~~55 dBAs~~	~~45 dBAs~~

~~(3) No person in an industrial zone shall emit noise beyond the boundary of his/her premises exceeding the levels stated herein and applicable to adjacent residential, commercial or industrial zones:~~

~~Receptor's Zone~~

			Residential	
~~Emitter's Zone~~	~~Industrial~~	~~Commercial~~	~~(day)~~	~~(night)~~

~~Receptor's Zone~~

			~~Residential~~	
~~Emitter's Zone~~	~~Industrial~~	~~Commercial~~	~~(day)~~	~~(night)~~
~~Industrial~~	~~70 dBAs~~	~~66 dBAs~~	~~61 dBAs~~	~~51 dBAs~~

~~BC. High background noise levels and impulse noise.~~

~~(1) In those individual cases where the background noise levels caused by sources not subject to this chapter exceed the standards contained herein, a source shall be considered to cause excessive noise if the noise emitted by such source exceeds the background noise levels by five dBA's, provided that no source subject to the provisions of this chapter shall emit noise in excess of 80 dBA's at any time, and provided that this section does not decrease the permissible levels of other sections of this chapter.~~

~~(2) No person shall cause or allow the emission of impulse noise in excess of 80 dB's peak sound pressure level during the nighttime to any residential noise zone.~~

~~(3) No person shall cause or allow the emission of impulse noise in excess of 100 dB's peak sound pressure level at any time to any zone.~~

~~D~~B. Exclusions. These levels shall not apply to ~~n~~Noise emitted by or related to:

(1) Natural phenomena.

(2) Any bell or chime from any building clock, school or church.

(3) Any siren, whistle or bell lawfully used by eEmergency ~~v~~Vehicles or any other alarm systems used in an eEmergency situation.

(4) Warning devices required by OSHA or other state or federal safety regulations. This exclusion includes back-up alarms so long as they are self-adjusting to aAmbient sSound ~~l~~Levels.

(5) Noise created as a result of, or relating to, an eEmergency.

(~~5~~6) ~~———~~Agricultural activities, when all internal combustion engines are equipped with a properly functioning ~~m~~Muffler.

~~Farming equipment or farming activity.~~

~~E~~C. ~~Exemptions~~Restricted Uses and Activities. The following shall be exempt from this chapter and these regulations are subject to special conditions as spelled out and to the general prohibition of § 68-6:

~~(1) Noise generated by any construction equipment which is operated during daytime hours.~~

~~(2) Noise created as a result of, or relating to, an emergency.~~

(~~3~~1) Excluding eEmergency ~~w~~Work, power tools, home maintenance tools, landscaping and/or yard maintenance equipment used by a residential property owner or tenant shall not be operated between the hours of 8:00 p.m. and 8:00 a.m., unless such activities can meet the applicable limits set forth in Tables 2~~I~~. At all other times, the limits set forth in Table 2 does not apply to non-commercial or non-industrial power tools used for

landscaping maintenance. All motorized equipment used in these activities shall be operated with a Mmuffler and/or sSound reduction device.~~Noise from domestic power equipment, such as, but not limited to, power saws, sanders, grinders, lawn and garden tools or similar devices operated during daytime hours, provided that noise discharged from exhausts is adequately muffled to prevent loud and/or explosive noises that result therefrom.~~

(2) Excluding Emergency Work, power tools, landscaping and/or yard maintenance equipment used by nonresidential operators (e.g. commercial operators) shall not be operated on residential, commercial or industrial property between the hours of 6:00 p.m. and 8:00 a.m. on weekdays, or between the hours of 6:00 p.m. and 9:00 a.m. on weekend or state or federal holidays, unless such activities can meet the limits set forth in Tables 2 and 3. At all other times, Tables 2 and 3 do not apply. All motorized equipment used in these activities shall be operated with a Muffler and/or Sound reduction device.

(3) Self-contained, portable, non-vehicular music or ~~s~~Sound production devices shall not be operated on a public space or ~~p~~Public ~~r~~Right-~~o~~Of-~~w~~Way in such a manner as to be ~~p~~Plainly ~~a~~Audible at a distance of 50 feet in any direction from the operator between the hours of 8:00 a.m. and 10:00 p.m. Between the hours of 10:00 p.m. and 8:00 a.m., ~~s~~Sound, operated on a public space or ~~p~~Public ~~r~~Right-~~o~~Of-~~w~~Way, from such equipment shall not be ~~p~~Plainly ~~a~~Audible at a distance of 25 feet in any direction from the operator;

(4) Noise from snow removal equipment at any time shall be exempted provided that such equipment shall be maintained in good repair so as to minimize ~~n~~Noise, and ~~n~~Noise discharged from exhausts shall be adequately muffled to prevent loud and/or explosive ~~n~~Noises therefrom.

~~(5) Noise from demolition work conducted during daytime hours.~~

(6) Noise created by any aircraft flight operations which are specifically preempted by the Federal Aviation Administration.

(7) Noise created by any recreational activities which are permitted by law and for which a license or permit has been granted by the City, including, but not limited to, parades, sporting events, concerts and firework displays.

(8) Noise created by refuse and solid waste collection, provided that the activity is conducted during ~~d~~Daytime ~~h~~Hours.

(9) Noise created by the normal and ordinary activities of the Department of Public Works or any taxing district utility, including but not limited to the following: street sweeping, snow and ice control, maintenance of the sanitary sewer collection system, maintenance of storm drainage systems, solid waste collection and disposal, maintenance of traffic control devices and operation of off-street parking facilities.

(10) Noise created by public school ~~c~~Construction.

(11) Notwithstanding the sound level limits found in Table 2, the permissible ~~s~~Sound ~~l~~Level limit for residential HVAC equipment between the hours of 10:00 PM and 7:00 AM shall be 50 dBA when measured as specified in § **68-4D(6)**.

(12) All interior and exterior burglar alarms of a building or ~~m~~Motor ~~v~~Vehicle must be activated in such a manner that the burglar alarm terminates its operation within five (5) minutes for continuous airborne ~~s~~Sound and fifteen (15) minutes for intermittent ~~s~~Sound after it has been activated. At all other times the limits set forth in Table 2 ~~does~~ not apply.

§ 68-6 Prohibited activities.

A. General prohibition. It shall be unlawful for any ~~p~~Person to make, continue or cause to be made or continued any loud, unnecessary and unreasonable ~~n~~Noise.

B. The following activities are prohibited:

(1) Vehicle horns. No ~~p~~Person shall at any time ~~s~~Sound any horn or audible signal device of a ~~m~~Motor ~~v~~Vehicle unless it is necessary as a warning to prevent or avoid a traffic accident.

(2) Emissions from stationary or idling mobile sources. No mobile source engine shall be allowed to operate for more than three consecutive minutes when the mobile source is not in motion except as follows:

(a) When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control;

(b) When it is necessary to operate heating, cooling or auxiliary equipment installed on the mobile source when such equipment is necessary to accomplish the intended use of the mobile source;

(c) To bring the mobile source to the manufacturer's recommended operating temperature;

(d) When the outdoor temperature is below 20°F;

(e) When the mobile source is being repaired.

(3) Exhaust discharge. No ~~p~~Person shall discharge into the ambient air the blow-down of any steam vent of the exhaust of any stationary internal combustion engine or air compressor equipment, unless such discharge is through a ~~m~~Muffler as defined by § **68-3** of this chapter or through an apparatus providing equal ~~n~~Noise reduction and that meet ~~n~~Noise level requirements identified in § **68-5B**.

(4) Construction. No ~~p~~Person shall at any time operate ~~c~~Construction ~~e~~Equipment on the ~~c~~Construction or ~~d~~Demolition site or carry on any ~~c~~Construction or ~~d~~Demolition during ~~n~~Nighttime ~~h~~Hours, except in an ~~e~~Emergency in the interest of public safety and then only with a permit from the Director of Health or his/~~her~~ designee and subject to all other applicable rules and regulations provided by state and local law, and said permit may not exceed a period of three days.

(5) Blasting. No ~~p~~Person shall at any time carry on blasting between the hours of 5:00 p.m. and 8:00 a.m. except in an ~~e~~Emergency in the interest of public safety and then only with a permit from the Director of Health or his/her designee and subject to all other applicable rules and regulations provided by state and local law and the permit may not exceed a period of three days.

(6) After the appropriate permits have been obtained, Site Work in a Residential Zone or Noise Sensitive Zone, shall be limited to the weekdays, Monday through Friday, other than state or federal holidays, from 8:00 a.m. to 5:00 p.m. During the permitted hours, Site Work activities are exempt from the limits in Section 68-5(A).

(7~~6~~) Leaf blowers. No ~~p~~Person shall at any time operate a leaf blower during ~~n~~Nighttime ~~h~~Hours in a R~~r~~esidential Z~~z~~one.

(8~~7~~) Nighttime. In-house ~~c~~Construction. No ~~p~~Person shall carry on nighttime in-house ~~c~~Construction unless that ~~c~~Construction activity takes place solely within the structure and emits no ~~s~~Sound or ~~n~~Noise outside of the structure.

§ 68-7 Motor ~~v~~Vehicles.

A. All ~~m~~Motor ~~v~~Vehicles operated within the limits of the City of Norwalk shall be subject to the ~~n~~Noise standards and ~~d~~Decibel levels set forth in the regulations authorized in Sections 14-80a-1a through 14-80a-10a, inclusive, of the Regulations of Connecticut State Agencies.

B. Personal or commercial vehicular music amplification or reproduction equipment shall not be operated in such a manner that it is ~~p~~Plainly ~~a~~Audible at distance of 25 feet in any direction from the operator between the hours of 10:00 p.m. and 8:00 a.m.

C. Personal or commercial vehicular music amplification or reproduction equipment shall not be operated in such a manner that is pPlainly aAudible at a distance of 50 feet in any direction from the operator between the hours of 8:00 a.m. and 10:00 p.m.

~~No sound amplifying devices on or within motor vehicles shall emit noise in excess of the noise levels as specified in § 68-5B or C.~~

DC. This section dealing with mMotor vVehicle nNoise shall be enforced by the Noise Control Administrator~~Chief of Police and/or his designated subordinates~~.

§ 68-8 Recreational vVehicles; loudspeakers; sSound reproduction systems.

A. No pPerson shall create or cause to be created any unreasonably loud or disturbing nNoise due to the operation of a rRecreational vVehicle. A nNoise shall be deemed to be unreasonably loud and a violation of this chapter when the nNoise so generated exceeds the nNoise level standards set forth in § **68-5B** or **C**.

B. The Norwalk Board of Health may designate nNoise-sSensitive zZones where nNoise problems are particularly likely to occur and likely to cause unusual problems. Loudspeakers and public address systems may be prohibited in such nNoise-sSensitive zZones by the Norwalk Board of Health.

C. Operating, playing or permitting the operation or playing of any radio, television, phonograph or similar device which reproduces or amplifies sSounds in such a manner as to create a nNoise dDisturbance is prohibited. Factors to be considered in determining whether a nNoise dDisturbance exists in a given situation include but are not limited to any or all of the following:

(1) The intensity of the nNoise under investigation, to be assessed at the location at which a disturbance is alleged to occur.

(2) Whether the nNoise has a characteristic nature that is unduly harsh, intrusive, or unnatural (e.g., squealing tonality or thumping bass), especially if accompanied by vibration perceptible to a human either in their limbs or torso, or in any structural component of their residence (e.g., rattling windows).

(2) The intensity of the ambient nNoise.

(3) The proximity of the nNoise source to a residence or the intrusion of nNoise into the residence, especially the sleeping quarters.

(4) The time of day or night the nNoise occurs.

(5) The existence of complaints concerning the nNoise from pPersons living or working in separate properties or dwellings who are affected by the nNoise.

(6) The nature of the zoning district in which the nNoise source is located, as well as that within 500 feet of the nNoise source.

§ 68-9 Inspections.

A. For the purpose of determining compliance with the provisions of this chapter, the Noise Control Administrator ~~Chief of Police or his designated representative~~ is hereby authorized to make inspections of all nNoise sources and to take measurements and make tests whenever necessary to determine the quantity and character of nNoise.

B. No pPerson shall refuse to allow the Noise Control Administrator ~~Chief of Police or his designated representative~~ to perform reasonable sSound testing on any device or devices when such inspection/investigation is based on probable cause. Reasonable Sound testing on any device or devices~~,~~ includes~~ing~~ but is not limited to requiring the temporary shutting down of said device or devices for the purposes of such testing except that upon showing that the inspection would produce a noticeable interruption of services that would cause discomfort to employees or customers or require a building engineer or other

professional to work with the equipment, such authorized employee shall reschedule the inspection for a more convenient time.

~~A.~~C. In the event that any ~~p~~Person refuses or restricts entry and free access to any part of a ~~p~~Premises or refuses inspection, testing or ~~n~~Noise measurement of any activity, device, facility or process where inspection is sought, the Noise Control Administrator ~~Chief of Police and/or designated representative~~ may seek from the appropriate court a warrant without interference, restriction or obstruction, at a reasonable time, for the purpose of inspecting, testing or measuring ~~n~~Noise.

~~B~~D. It shall be unlawful for any ~~p~~Person to refuse to allow or permit the Noise Control Administrator ~~Chief of Police or his designated representative~~ free access to any ~~p~~Premises when the Noise Control Administrator ~~Chief of Police or his designated representative~~ is acting in compliance with a warrant for inspection and order issued by the appropriate court.

~~C~~E. It shall be unlawful for any ~~p~~Person to violate the provisions of any warrant or court order requiring inspection, testing or measurement of ~~n~~Noise sources.

~~D~~F. No ~~p~~Person shall hinder, obstruct, delay, resist, prevent in any way, interfere or attempt to interfere with any authorized ~~p~~Person while in the performance of his/her duties under this chapter.

§ 68-10 Violations and penalties.

A. This section governs the initiation of enforcement actions, the issuance of citations or summons for violations of this Chapter, and the imposition of penalties for violations of this Chapter.

B. If a ~~p~~Person violates any provision of this Chapter, or an order issued pursuant thereto, the Noise Control Administrator ~~enforcement agency~~ may issue a citation or summons, institute an action in a court of competent jurisdiction for injunctive relief, or any or all of them, to prohibit and prevent such violation or violations, in which event the matter shall proceed as a summary matter in a court of competent jurisdiction.

C. Any ~~p~~Person violating any provision of this article may be punished as follows:

1. *First Offense:* Upon the initial violation, written warning notice that a violation has occurred shall be issued. No fine shall be imposed for the initial violation.

2. *Second Offense:* By a fine of one hundred dollars ($100.00).

~~3~~2. ~~*Second*~~ *Third Offense and subsequent offenses:* By a fine of two hundred and fifty dollars ($250.00).

~~3. *Third offense or two or more violations occurring within any six months period:* Misdemeanor of the second degree punishable by a fine of no more than $1000.00 or a sentence of not more than sixty (60) days in jail, or both.~~

~~4. Any Motor Vehicle found to be in violation of Sections § 68-7B or § 68-7C of this article may be subject to towing and impoundment. If the vehicle is redeemed from the auto pound within 24 hours, the redemption fee shall be seventy-five dollars ($75.00), which is not inclusive of the fine.~~

~~4~~5. Each day that a violation exists shall constitute a separate violation of this Chapter. No more than one fine shall be imposed in one 24 hour period.

D. The Noise Control Administrator ~~enforcement agency~~ shall classify a violation as a "major" or "minor" violation for the purposes of issuing an enforcement document and compliance grace period. If compliance is achieved during the grace period, then no fine shall be levied. A violation shall be classified as a major violation if it is not deemed a minor violation. A violation, regardless of how intense, is deemed to be minor if:

1. The violation is not the result of willful, reckless or grossly negligent conduct of the violator; or ~~and~~

2. The activity or condition constituting the violation has not been the subject of an enforcement action against the violator in the immediately preceding 12 months; or ~~and~~

3. The violation is not the result of the operation of a Sound Production Device of any kind, with the exception of safety warning devices.

E. If the violation is deemed to be minor, the Noise Control Administrator ~~enforcement agency~~ shall notify the violator that the activity or condition must be corrected and compliance achieved within 30 days or less, at the discretion of the Noise Control Administrator~~enforcement agency~~, or any other reasonable period of time, not to exceed 180 days, to be determined based upon the nature, extent and impact of the violation and a reasonable estimate of the time needed to correct the violation. The violator may request, from the Noise Control Administrator~~enforcement agency~~, an extension of the compliance deadline and the Noise Control Administrator ~~enforcement agency~~ may approve any reasonable request for an extension if the violator can demonstrate that a good faith effort has been made to achieve compliance. The Noise Control Administrator shall offer special consideration, during the six-month period immediately following final enactment of this chapter, for pre-existing ~~s~~Sound sources which will require physical plant modifications to come into compliance.

F. If the violation is deemed to be minor, the Noise Control Administrator ~~enforcement agency~~ shall notify the violator that if he/she ~~s/he~~ achieves compliance within the period of time specified in the enforcement document, the Noise Control Administrator ~~enforcement agency~~ shall not seek to collect a fine ~~civil penalty~~ from the violator for that violation.

G. If, during the grace period, the ~~s~~Sound emissions for which the violation has been assessed increase in duration or intensity, the Noise Control Administrator may revoke the grace period. In determining whether to revoke the grace period, the Noise Control Administrator may consider the following factors including but not limited to: the relative increase in intensity; whether the change of ~~s~~Sound emissions is directly related to ongoing ~~s~~Sound abatement measures, and; the anticipated duration of the increased ~~s~~Sound ~~l~~Levels.

H. If the violator does not correct a minor violation within the period of time specified in the enforcement document, the violation is reclassified as major, and the Noise Control Administrator ~~enforcement agency~~ may seek injunctive relief and/or a fine ~~penalty~~ for a violation of this article. If the Noise Control Administrator ~~enforcement agency~~ has reason to believe that the violator is not acting in good faith during the grace period, they may conduct further investigations during that period, and if the violator has not achieved compliance within the period of time specified in the enforcement document, the Noise Control Administrator ~~enforcement agency~~ may prosecute any violations documented during the grace period.

I. If the violation is not deemed to be minor, it shall be classified as a major violation and the Noise Control Administrator ~~enforcement agency~~ shall notify the violator that he/she ~~s/he~~ will not be allowed a period of time to correct the violation before a penalty is sought, and that he/she ~~s/he~~ may be liable for a fine ~~to a civil penalties and imprisonment~~ for that violation, and that the Noise Control Administrator ~~enforcement agency~~ may seek summary injunctive relief. The Noise Control Administrator shall offer special consideration, during the six-month period immediately following final enactment of this chapter, for pre-existing ~~s~~Sound sources which will require physical plant modifications to come into compliance.

J. Any claims for a fine ~~civil penalty~~ may be compromised and settled based upon the following factors:

1. Mitigating or other extenuating circumstances;
2. The timely implementation by the violator of measures which lead to compliance;
3. The conduct of the violator; and
4. The compliance history of the violator.

K. The owner of the property, or any ~~p~~Person lawfully entitled to possess the property or manage a business ~~p~~Premises from which the offending ~~s~~Sound is emitted at the time the offending ~~s~~Sound is emitted shall be jointly and severally liable for compliance with this article even if not present upon or in the property and each shall be punished for its violation as shall the ~~p~~Person or ~~p~~Persons actually causing such ~~s~~Sound. It shall not be a lawful defense to assert that some other ~~p~~Person caused the ~~s~~Sound. The lawful possessor, manager or operator in or on the property shall be responsible for operating or maintaining the property in compliance with this article, ~~and arrest and~~ penalties shall be applied to such ~~p~~Person or ~~p~~Persons as well as to the ~~p~~Person or ~~p~~Persons actually causing the ~~s~~Sound.

L. Any owner, lessee, agent, supervisor, or other pPerson in charge of operating, ordering, directing or allowing the operation or maintenance of any device or machine creating a nuisance Noise as prohibited in this article, shall be deemed guilty of violating this article.

~~A. Any person who violates any provision of this chapter or any rule or regulation in force pursuant thereto shall be subject to a fine of no more than $99, and $250 for each subsequent offense within one year of the last offense. Each violation shall constitute a separate offense. [Amended 3-28-2017]~~

~~B. Action pursuant to Subsection A of this section shall not be a bar to enforcement of this chapter, rules and regulations in force pursuant thereto and orders made pursuant to this chapter, by injunction or other appropriate remedy, and the Department of Health shall have the power to institute and maintain in the name of the City of Norwalk any and all such enforcement proceedings.~~

MC. Nothing in this chapter shall be construed to abridge, limit or otherwise impair the right of any pPerson to damages or other relief on account of injuries to pPersons or property, and to maintain any action or other appropriate proceeding therefor.

§ 68-11 Variances; promulgation of regulations; contracts.

A. Variances.

(1) Any pPerson living or doing business in Norwalk may apply to the Director of Health for a variance from one or more of the provisions of the chapter, which are more stringent than the Connecticut Department of Environmental Protection regulations for the control of nNoise, provided that the applicant supplies all of the following information to the Director of Health:

(a) Location and nature of activity.

(b) The time period and hours of operation of said activity.

(c) The nature and intensity of the nNoise that will be generated.

(d) Any other information required by the Director of Health.

(2) No variance from these regulations shall be issued unless it has been demonstrated that:

(a) The proposed activity will not violate any provisions of the Connecticut Department of Environmental Protection regulations.

(b) The nNoise levels generated by the proposed activity will not constitute a danger to the public health.

(c) Compliance with the regulations constitutes an unreasonable hardship on the applicant.

(3) Following receipt and review of an application for a variance, the Director of Health shall fix a date, time and location for a hearing on such application.

(4) The Director of Health shall cause the applicant to publish at his/her own expense all notices of hearings and other notices required by law, including, but not limited to, notification of all abutters of record and property owners within 200 feet.

(5) Within 65 days of the receipt of the record of the hearings on a variance application, the Director of Health shall issue his/her determination regarding such application. All such decisions shall briefly set forth the reasons for the decision.

(6) The Director of Health may, at his/her discretion, limit the duration of any variance granted under this chapter. Any pPerson holding a variance and needing an extension of time may apply for a new variance under the

provisions of this chapter. Any such application shall include a certification of compliance with any condition imposed under the proposed variance.

(7) The Director of Health may attach to any variance any reasonable conditions he/she/~~she~~ deems necessary and desirable, including, but not limited to:

(a) Requirements for the best practical ~~n~~Noise control measures to be taken by the owner or operator of the source to minimize ~~n~~Noise during the period of the variance.

(b) Requirements for periodic reports submitted by the applicant relating to ~~n~~Noise, to compliance with any other conditions under which the variance was granted or to any other information the Director of Health deems necessary.

(8) The filing of an application for a variance shall operate as a stay of prosecution, except that such stay may be terminated by the Director of Health upon application of any party if the Director of Health finds that protection of the public health so requires.

(9) In any case where a ~~p~~Person seeking a variance contends that compliance with any provision of these regulations is not practical or possible because of the cost involved either in installing ~~n~~Noise control equipment or changing or curtailing the operation in any manner, he/she ~~/she~~ shall make available to the Director of Health such financial records as the Director of Health may require.

(10) A variance may include a compliance schedule and requirements for periodic reporting of~~p~~ increments of achievement of compliance.

(11) Failure to rule on the application in the designated time shall constitute approval of the variance.

B. Any ~~p~~Person aggrieved by the decision of the Director of Health with respect to any variance may appeal to the Common Council within a period of 10 days of the reception of the Health Director's decision.

C. The Director of Health is herewith authorized to recommend regulations from time to time not inconsistent with the State Public Health Code and/or the regulations of the State Department of Environmental Protection regarding ~~n~~Noise which shall, upon approval by the Common Council and State of Connecticut Department of Environmental Protection, become effective therewith.

D. Contracts. Any written agreement, purchase order or contract whereby the City of Norwalk is committed to an expenditure of funds in return for work, labor, services, supplies, equipment, materials, or any combination thereof, shall not be entered into unless such agreement, purchase order or instrument contains provisions that any equipment or activities which are subject to the provisions of this chapter will be operated, constructed, conducted or manufactured without violating the provisions of the chapter.

§ 68-12 Severability.

If any clause, sentence, paragraph or part of this chapter, or the application thereof to any ~~p~~Person, firm, corporation or circumstances, shall for any reason be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this chapter and the application of such provision to other ~~p~~Persons, firms, corporation or circumstances, but shall be confined in its operation to the clause, paragraph or part thereof directly involved in the controversy in which said judgment shall have been rendered and to the ~~p~~Person, firm, corporation or circumstances involved. It is hereby declared to be the legislative intent of this body that this chapter would have been adopted had such invalid provisions not been included.

§ 68-13 Conflict with other regulations.

In the event that provisions or standards of this chapter or adopted under this chapter shall conflict with regulations or standards set by the State of Connecticut Department of Environmental Protection, the more strict standard shall apply.

§ 68-14 Word usage.
In construing this chapter, masculine or neuteral pronouns shall be substituted for those of feminine form and vice versa, and the plural of the singular and the singular of the plural, shall be substituted in any case which the context may require.

§ 68-15 When effective.
This chapter shall be effective 10 days following approval by the Connecticut Department of Energy and Environmental Protection~~from its passage~~.

Exhibit B

Chapter 68
Noise

[HISTORY: Adopted by the City of Norwalk Common Council 7-26-1983; amended in its entirety 9-19-2001. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Alarm systems — See Ch. **11A**.
Explosives — See Ch. **38**.

Fire-alarm systems: institutions — See Ch. **40**.

Nuisances — See Ch. **71**.

Excavating and filling of land — See Ch. **97**.

Zoning — See Ch. **118**.

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§ 68-1 Short title.
This chapter shall be known as the "City of Norwalk Noise Control Ordinance."

§ 68-2 Purpose.
It is recognized that people have a right to and should be ensured an environment free from excessive Sound and vibration that may jeopardize their health or safety or welfare or degrade the quality of life. This chapter is enacted to protect, preserve and promote the health, safety, welfare and quality of life for the citizens of Norwalk through the reduction, control and prevention of Noise.

§ 68-3 Definitions.
The following definitions shall apply in the interpretation and enforcement of this chapter:

AFFECTED PERSON
Any Person who has lodged a Noise complaint with the Noise Control Administrator that he/she is the receptor of Noise on property within the City, and said Affected Person has an interest in the property as an owner, tenant, or employee.

AMBIENT SOUND
The Sound level at a given location that exists as a result of the combined contribution in that location of all Sound sources, excluding the contribution of the source or sources under investigation for violation of this code and excluding the contribution of Extraneous Sound sources. Ambient Sounds are differentiated from Extraneous Sounds by the fact that Ambient Sounds are being emitted the majority of the time although they may not be continuous. Examples of Ambient Sounds may include steady traffic of properly muffled vehicles, summer insects in the distance, pedestrians talking, and adjacent commercial/industrial operations or mechanical equipment.

COMMERCIAL ZONE
All commercial districts, business districts, as defined in the Zoning Regulations of the City of Norwalk, and all uses associated therewith, either permitted as a right or as a special use.

COMMON COUNCIL
The Common Council of the City of Norwalk.

CONSTRUCTION

Any site preparation, assembly, erection, substantial repair, alteration or similar action, for or of public or private rights-of-way, structures, utilities or similar property.

CONSTRUCTION EQUIPMENT

Any equipment or device operated by fuel pneumatically or electric power used in Construction or Demolition work.

CONSTRUCTION SITE

Site where Construction or Demolition takes place.

CONTINUOUS SOUND

Sound with a duration of one second or longer measured by the slow response of a Sound Level Meter. Impulsive Sounds that are rapidly repetitive and have a cumulative duration of one second or longer shall be measured as Continuous Sound.

CORRECTED SOURCE SOUND LEVEL

The Sound Level attributable to the source or sources under investigation, which is calculated by subtracting the measured Ambient Sound level from the measured Total Sound Level.

DAYTIME HOURS

The hours between 7:00 a.m. and 8:00 p.m., Monday through Friday, the hours between 8:00 a.m. and 8:00 p.m. on Saturday and the hours 9:00 a.m. through 8:00 p.m. on Sundays and federal and state holidays.

DECIBEL

The practical unit of measurement for Sound Pressure Level (SPL); the number of Decibels of a measured Sound is equal to 20 times the logarithm to the base 10 of the ratio of the Sound pressure of a reference Sound (20 micropascals) abbreviated "dB".

DEMOLITION

Any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces or similar property.

DIRECTOR OF HEALTH

The Health Director of the City of Norwalk.

DOMESTIC POWER EQUIPMENT

Not limited to, power saws, drills, grinders, lawn and garden tools and other Domestic Power Equipment intended for use in residential areas by a home owner.

EMERGENCY

Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

EMERGENCY VEHICLE

Any motor vehicle authorized by the City of Norwalk to have Sound warning devices such as sirens and bells which can lawfully be used when responding to an Emergency.

EMERGENCY WORK

Work made necessary, at the site of an Emergency, to restore property to a safe condition following an Emergency, or work required to protect Persons or property from exposure to imminent danger.

EXTRANEOUS SOUND

Any Sound that is intense and intermittent, and is neither Ambient Sound nor Sound attributable to a source or sources under investigation for a violation of this code. Such Sound includes but is not limited to sirens of Emergency Vehicles, unusually loud motor vehicle exhaust or braking, people shouting or talking next to the meter, animal vocalizations, aircraft or trains passing, car door slams, etc. When conducting compliance measurements, such Extraneous Sound sources may be noted but their Sound Levels are excluded.

HEALTH BOARD

As defined in Chapter 57 in the City Code.

IMPULSE SOUND

Sound of short duration, usually less than one second, with an abrupt onset and rapid decay. Impulse Sound may be measured with the Sound Level Meter response set to Fast or Impulse.

INDUSTRIAL ZONE

All industrial districts as defined by the Zoning Regulations of the City of Norwalk.

MOTOR VEHICLE

Per Section 14-1(26) of the Connecticut General Statutes, as amended.

MUFFLER

A device for abating Sounds, such as those produced by escaping gases.

MULTI-DWELLING UNIT BUILDING

Any building comprising two or more dwelling units, including, but not limited to, apartments, condominiums, co-ops, multiple family houses, townhouses, and attached residences.

MULTI-USE PROPERTY

Any distinct parcel of land that is used for more than one category of activity. Examples include, but are not limited to:

1. A commercial, residential, industrial or public service property having boilers, incinerators, elevators, automatic garage doors, air conditioners, laundry rooms, utility provisions, or health and recreational facilities, or other similar devices or areas, either in the interior or on the exterior of the building, which may be a source of elevated Sound Levels at another category on the same distinct parcel of land; or
2. A building, which is both commercial (usually on the ground floor) and residential property, located above, below or otherwise adjacent to.

NIGHTTIME HOURS

The hours between 8:00 p.m. and 7:00 a.m., Sunday evening through Friday morning, Friday evening 8:00 p.m. through 8:00 a.m. Saturday morning and Saturday evening 8:00 p.m. through 9:00 a.m. Sunday morning. Saturday Nighttime Hours apply to state and federal holidays.

NOISE

Any Sound, the intensity of which exceeds the standards set forth in § 68-5B or C of this chapter, or is otherwise not in conformance with the provisions herein.

NOISE CONTROL ADMINISTRATOR

The Mayor, Chief of Police, and Director of the Board of Health or Person(s) designated to oversee enforcement of this Chapter, to review and act upon applications for variances, and perform other duties specified herein.

NOISE DISTURBANCE

Any Sound which unreasonably annoys, disturbs, injures or endangers the comport, repose, health, peace or safety of a Person, or which causes injury or damage to property or business.

NOISE SENSITIVE ZONE

Any area designated by the Norwalk Board of Health as a "Noise-Sensitive Zone" where Noise problems are likely to occur or known to exist. As a minimum requirement, said zone must include within its boundaries a school, hospital, house of worship, day-care center, nursing home, public library, senior citizen center, residence or court.

PERSON

Any individual, firm, partnership, association, syndicate, company, trust, corporation, municipality, agency or political or administrative subdivision of the state or other legal entity of any kind.

PLAINLY AUDIBLE

Any Sound that can be detected by an investigator using his or her unaided hearing faculties of normal acuity. As an example, if the Sound source under investigation is a portable or vehicular Sound amplification or reproduction device, the detection of the rhythmic bass component of the music is sufficient to verify Plainly Audible Sound. The investigator need not determine the title, specific words, or the artist performing the song.

PREMISES

Any buildings, structure, land, or portion thereof, including all appurtenances, and shall include yards, lots, courts, inner yards and real properties without buildings or improvements owned or controlled by a Person. The emitter's Premises includes contiguous publicly dedicated street and highway rights-of-way, all road rights-of-way and waters of the state.

PROPERTY LINE

Either (a) the vertical boundary that separates one parcel of property (i.e., lot and block) from another residential or commercial property; (b) the vertical and horizontal boundaries of a dwelling unit that is part of a Multi-Dwelling Unit Building; or (c) on a multi-use property as defined herein, the vertical or horizontal boundaries between the two portions of the property on which different categories of activity are being performed (e.g., if the multi-use property is a building which is residential upstairs and commercial downstairs, then the real Property Line would be the interface between the residential area and the commercial area, or if there is an outdoor Sound source such as an HVAC unit on the same parcel of property, the boundary line is the exterior wall of the receiving unit). Note- this definition shall not apply to a commercial source and a commercial receptor which are both located on the same parcel of property (e.g., a strip mall).

PUBLIC RIGHT-OF-WAY

Any street, avenue, boulevard, highway, sidewalk, alley, park, waterway, railroad or similar place which is owned or controlled by a governmental entity.

RECREATIONAL VEHICLE

Any internal combustion-engine powered vehicle which is being used for recreational purposes.

RESIDENTIAL USE

Any property used for human habitation, unless the habitation is a condition of employment, including, but not limited to:

1. Private property used for human habitation;
2. Commercial living accommodations and commercial property used for human habitation;
3. Recreational and entertainment property used for human habitation [(e.g. camp ground)].

RESIDENTIAL ZONE

All city-owned property used for recreational or educational purposes and all residential districts and any commercial district when used for residential purposes, as defined in the Zoning Regulations of the City of Norwalk, and all uses permitted therewith either as a right or as a special use.

SITE WORK

Any activities involving the use of heavy equipment including but not limited to hydraulic point breaking of rock, pavement breaking (jack hammering), pile driving, excavation, activities related to the processing of earth and rock such as screening, splitting and crushing, removal of materials and filling.

SOUND

A transmission of energy through solid, liquid or gaseous media in the form of vibrations which constitute alterations in pressure or position of the particles in the medium and which, in air, evoke physiological sensations, including, but not limited to, an auditory response when impinging on the ear.

SOUND LEVEL

The Sound Pressure Level in Decibels as measured with a Sound Level Meter using the A-weighting network. The level so read is designed "dB(A)" or "dBA."

SOUND LEVEL METER

An instrument used to take Sound Level measurements and which should conform, as a minimum, to the American National Standards Institute "Specifications for Sound Level Meters" S1.4-1984 (or subsequent revisions).

SOUND LEVEL METER CALIBRATOR

An instrument used to conduct field calibration checks of a Sound Level Meter, and which should conform, as a minimum, to the American National Standards Institute "Specifications and Verification Procedures for Sound Calibrator" S1.40-2006 (or subsequent revisions).

SOUND PRESSURE LEVEL

Twenty times the logarithm to the base 10 of the ratio of the pressure of a Sound to the reference pressure of 20 micronewtons per square meter (20 X 10 - 6 Newtons/meter^2), and is expressed in Decibels (dB).

SOUND PRODUCTION DEVICE

Any device whose primary function is the production of Sound, including, but not limited to any musical instrument, loudspeaker, radio, television, digital or analog music player, public address system or Sound - amplifying equipment.

TOTAL SOUND LEVEL

The measured level which represents the sum of Sound from the source or sources under investigation for violation of this code and the Ambient Sound sources, excluding any Extraneous Sound, when measured on the property of an Affected Person or at another specified location.

§ 68-4 Sound level measurement procedures and calculation of Corrected Source Sound Level.

For the purpose of determining Sound Level as set forth in this chapter, the following guidelines shall be applicable:

A. All personnel conducting Sound measurements shall be trained in the current techniques and principles of Sound measuring equipment and instrumentation.

B. Sound Level Meters and calibrators used to conduct measurements shall conform to the definitions of this chapter.

C. The Sound Level Meter and calibrator shall be recertified annually by the manufacturer or at a laboratory accredited for such calibrations by either the American Association for Laboratory Accreditation or the National Institute of Standards and Technology.

D. The general steps listed below shall be followed when conducting Sound Level measurements:

(1) A field calibration check of the Sound Level Meter shall be conducted before and after each set of measurements. If the meter drifts by more than 0.5 dB between calibrations, all measurements taken since the last valid calibration shall be voided.

(2) When measurements are taken out of doors, a wind screen shall be placed over the microphone of the Sound Level Meter as per the manufacturer's instructions. Wind speed measurements shall be taken at the Sound measurement location, and Sound measurements shall not be conducted when the wind speed exceeds 12 MPH. Measurements may be taken in a location where the microphone is shielded from excess wind speeds.

(3) The Sound Level Meter shall be placed at an angle to the Sound source as specified by the manufacturer's instructions and at least four feet above the ground. It shall be so placed as not to be interfered with by individuals conducting the measurements.

(4) Unless otherwise specified in this chapter, Sound Level measurements or observations shall be conducted at or within the Property Line of an Affected Person, at any location or elevation on their property or within their Premises that reasonably represents a location at which they may be exposed to the Noise. This may include but is not limited to conducting measurements at an elevated balcony or bedroom window.

(5) The investigator shall survey the immediate vicinity of the source under investigation, in order to confirm the identity of the source, and to select suitable locations for the measurement of the Total Sound Level and the Ambient Sound Level.

(6) Total Sound Level measurements shall be conducted at or within the Property Lines of the Affected Person, unless otherwise specified in this chapter. The location of outdoor measurements, at the discretion of the investigator, must represent a location on that property which would see regular use by the complainant during the day, or be within 25 feet of the residential structure at night. The Sound Level Meter reading shall be noted during the period of observation, excluding Extraneous Sounds.

(7) When conducting indoor Sound Level measurements, the measurements shall be taken at least three feet from any wall, floor or ceiling and all exterior doors and windows may, at the discretion of the investigator, be closed. The configuration of the windows and doors shall be the same when measuring Total and Ambient Sound Levels, and all Sound sources within the dwelling unit must be shut off (e.g., television, stereo). Measurements shall not be taken in areas which receive only casual use such as hallways, closets and bathrooms.

(8) Ambient Sound Level measurements shall be conducted in such a manner as to quantify the contribution of the Ambient Sound sources to the location at which the Total Sound Measurements were conducted. If Sound from the source under investigation can reasonably be discontinued, these measurements shall be conducted at the same location at which the Total Sound Level measurements were conducted, while the source under investigation is not operating. If Sound from the source under investigation cannot reasonably be discontinued (per § **68-9B)** then for purposes of enforcement of this code, the Ambient Sound level of a given location may be determined based upon measurements taken at a comparable site (which includes but is not limited to comparable physical locations and time of day) in the nearby area. The choice of an alternate location or time for these measurements must take into consideration the primary source(s) of Ambient Sound (e.g., a major roadway), and remain the same relative distance from that Ambient Sound source at the new measurement location when compared to the distance between the ambient source and the location at which the Total Sound Level measurements were conducted, with traffic patterns relatively the same. The Sound Level Meter reading shall be noted during the periods of observation, excluding Extraneous Sounds.

D. The Corrected Source Sound Level shall be calculated by subtracting the Ambient Sound Level from the Total Sound Level, as per Table 1, below.

TABLE 1

CORRECTION FOR AMBIENT SOUND LEVELS dB

Difference between Total Sound Level and Ambient Sound Level (TSL – ASL) in dB	Correction Factor to be Subtracted from Total Sound Level to Calculate Corrected Source Sound Level
0-3	Source Level ≤ Ambient Sound Level
4,5	2
6-9	1
10 or more	0

Procedure for Using Table 1

Step 1: Subtract the Ambient Sound Level from the Total Sound Level.
Step 2: Refer to Table 1 to determine the correction factor for the difference calculated in Step 1.
Step 3: Subtract the correction factor from the Total Sound Level. The resultant number is the Corrected Source Sound Level.

E. Compliance determination shall be based upon the Corrected Source Sound Level.

(1) No violation shall be based upon any exceedance that is the result of numerical rounding.

(2) A violation shall only be confirmed if the Corrected Source Sound Level exceeds both the permissible sound level limits (Tables 2 and 3) and the measured Ambient Sound Levels.

§ 68-5 Sound Level limits.

A. No Person shall operate or cause to be operated any source of Sound from any use occupancy in such a manner as to create a Sound Level which exceeds the limits set forth in the use occupancy category in Table 2, when measured at or within the Property Line of the receiving property.

(1) Continuous Sound
The limit in Table 2 may not be exceeded by incidents representing the normal, usual operation of the Sound source, during any three or more sampling intervals, the duration of which shall be no less than one half minute, within any one hour period. If the total duration of the Sound under investigation is less than one and one half minute, the requirement for a minimum of three measurements shall be waived.

TABLE 2
MAXIMUM PERMISSIBLE SOUND LEVEL LIMITS
BY RECEIVING LAND USE
dB(A)

Residential[1] Day Time	Residential Night Time	Commercial 24 hours	Industrial 24 hours
OUTDOORS			
55	45	65	70
INDOORS[2]			
45	35	55	60

1. If the residential receptor is within a commercial or Industrial Zone, or within 200 feet of such a zone, the permissible Sound Level limits in Table 2 are increased by 5 dB(A), and the day time limits apply until 10:00 p.m.
2. Indoor measurements shall only be taken if the Sound source is on or within the same property as the receiving property, as in the case of a Multi-Dwelling Unit Building or a Multi-Use Property (e.g., Sound generated within a commercial unit of a Multi-Use Property building and received within a residential unit of the same building). In addition, indoor measurements shall be taken if the Property Line between the receiving property and the source property is a common wall, floor or ceiling

(2) Impulsive Sound:

No Person shall make, cause, allow or permit the operation of any impulsive source of Sound which has a maximum Sound Level in excess of eighty (80) dBA, when measured at or within the real Property Line of a residential receiver. At nighttime, if an Impulsive Sound is the result of the normal operation of an industrial or commercial facility and occurs more frequently than four (4) times in any hour the levels set forth in Table 2 shall apply.

If measurements of Impulsive Sound are conducted indoors pursuant to § **68-5A(1)(2)**, the permissible limit is sixty (60) dBA. At nighttime, if an Impulsive Sound is the result of the normal operation of an industrial or commercial facility and occurs more frequently than four (4) times in any hour the levels set forth in Table 2 shall apply.

(3) Commercial establishments serving alcohol or food, or presenting live or recorded musical performances

A. Notwithstanding any other provisions of this chapter, commercial establishments such as bars, restaurants, cabarets, or performance venues shall conform to the following standards:

(1) There shall be no Sound Production Device on the exterior of the establishment or inside the establishment at a distance of less than ten feet to an open door or window towards which it is oriented, without a permit.

(2) Sound Production Devices in commercial establishments shall not exceed any of the permissible Sound Level limits set forth in Table 3, below:

TABLE 3
MAXIMUM PERMISSIBLE SOUND LEVEL LIMITS
COMMERCIAL ESTABLISHMENT SOUND PRODUCTION DEVICES

Facility Location	Time of Day	Sound Level Limit dB(A)		
		At a Distance of 10 Feet from the Facility[1]	Property Line of Affected Person	Inside Residence of Affected Person
Washington Street Development District (WSDD)	Day[2]	75	65	50
	Night	65	55	35 within WSDD Plainly Audible in Any Other Zone
Any Other Commercial District	Day	70	60	40
	Night	60	50	Plainly Audible

1 – Exterior of the building or the Property Line, whichever is further from the source. On Washington Street, this is at the approximate curb line (where there is on-street parallel parking).

2 - For the purposes of applying Table 3, with regard to WSDD only, Daytime Hours are extended up to: (a) 10:00 p.m. on Saturday through Wednesday; (b) 11:00 p.m. on Thursday; and (c) 1:00 a.m. on Friday, Saturday and the night before federal and state holidays.

B. Exclusions. These levels shall not apply to Noise emitted by or related to:

(1) Natural phenomena.

(2) Any bell or chime from any building clock, school or church.

(3) Any siren, whistle or bell lawfully used by Emergency vehicles or any other alarm systems used in an Emergency situation.

(4) Warning devices required by OSHA or other state or federal safety regulations. This exclusion includes back-up alarms so long as they are self-adjusting to Ambient Sound Levels.

(5) Noise created as a result of, or relating to, an Emergency.

(6) Agricultural activities, when all internal combustion engines are equipped with a properly functioning Muffler.

C. Restricted Uses and Activities. The following shall be exempt from this chapter and these regulations are subject to special conditions as spelled out and to the general prohibition of § **68-6**:

(1) Excluding Emergency work, power tools, home maintenance tools, landscaping and/or yard maintenance equipment used by a residential property owner or tenant shall not be operated between the hours of 8:00 p.m. and 8:00 a.m., unless such activities can meet the applicable limits set forth in Table 2. At all other times, the limits set forth in Table 2 do not apply to non-commercial or non-industrial power tools used for landscaping maintenance. All motorized equipment used in these activities shall be operated with a Muffler and/or Sound reduction device.

(2) Excluding Emergency work, power tools, landscaping and/or yard maintenance equipment used by nonresidential operators (e.g. commercial operators) shall not be operated on residential, commercial or industrial property between the hours of 6:00 p.m. and 8:00 a.m. on weekdays, or between the hours of 6:00 p.m. and 9:00 a.m. on weekend or state or federal holidays, unless such activities can meet the limits set forth in Tables 2 and 3. At all other times, Tables 2 and 3 do not apply. All motorized equipment used in these activities shall be operated with a Muffler and/or Sound reduction device.

(3) Self-contained, portable, non-vehicular music or Sound Production Devices shall not be operated on a public space or Public Right-Of-Way in such a manner as to be Plainly Audible at a distance of 50 feet in any direction from the operator between the hours of 8:00 a.m. and 10:00 p.m. Between the hours of 10:00 p.m. and 8:00 a.m., Sound, operated on a public space or Public Right-Of-Way, from such equipment shall not be Plainly Audible at a distance of 25 feet in any direction from the operator;

(4) Noise from snow removal equipment at any time shall be exempted provided that such equipment shall be maintained in good repair so as to minimize Noise, and Noise discharged from exhausts shall be adequately muffled to prevent loud and/or explosive Noises therefrom.

(6) Noise created by any aircraft flight operations which are specifically preempted by the Federal Aviation Administration.

(7) Noise created by any recreational activities which are permitted by law and for which a license or permit has been granted by the City, including, but not limited to, parades, sporting events, concerts and firework displays.

(8) Noise created by refuse and solid waste collection, provided that the activity is conducted during Daytime Hours.

(9) Noise created by the normal and ordinary activities of the Department of Public Works or any taxing district utility, including but not limited to the following: street sweeping, snow and ice control, maintenance of the sanitary sewer collection system, maintenance of storm drainage systems, solid waste collection and disposal, maintenance of traffic control devices and operation of off-street parking facilities.

(10) Noise created by public school Construction.

(11) Notwithstanding the Sound Level limits found in Table 2, the permissible Sound Level limit for residential HVAC equipment between the hours of 10:00 PM and 7:00 AM shall be 50 dBA when measured as specified in § **68-4D(6)**.

(12) All interior and exterior burglar alarms of a building or Motor Vehicle must be activated in such a manner that the burglar alarm terminates its operation within five (5) minutes for continuous airborne Sound and fifteen (15) minutes for intermittent Sound after it has been activated. At all other times the limits set forth in Table 2 do not apply.

§ 68-6 Prohibited activities.

A. General prohibition. It shall be unlawful for any Person to make, continue or cause to be made or continued any loud, unnecessary and unreasonable Noise.

B. The following activities are prohibited:

(1) Vehicle horns. No Person shall at any time Sound any horn or audible signal device of a Motor Vehicle unless it is necessary as a warning to prevent or avoid a traffic accident.

(2) Emissions from stationary or idling mobile sources. No mobile source engine shall be allowed to operate for more than three consecutive minutes when the mobile source is not in motion except as follows:

(a) When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control;

(b) When it is necessary to operate heating, cooling or auxiliary equipment installed on the mobile source when such equipment is necessary to accomplish the intended use of the mobile source;

(c) To bring the mobile source to the manufacturer's recommended operating temperature;

(d) When the outdoor temperature is below 20°F;

(e) When the mobile source is being repaired.

(3) Exhaust discharge. No Person shall discharge into the ambient air the blow-down of any steam vent of the exhaust of any stationary internal combustion engine or air compressor equipment, unless such discharge is through a Muffler as defined by § **68-3** of this chapter or through an apparatus providing equal Noise reduction and that meet Noise level requirements identified in § **68-5B**.

(4) Construction. No Person shall at any time operate Construction Equipment on the Construction or Demolition site or carry on any Construction or Demolition during Nighttime Hours, except in an Emergency in the interest of public safety and then only with a permit from the Director of Health or his/her designee and subject to all other applicable rules and regulations provided by state and local law, and said permit may not exceed a period of three days.

(5) Blasting. No Person shall at any time carry on blasting between the hours of 5:00 p.m. and 8:00 a.m. except in an Emergency in the interest of public safety and then only with a permit from the Director of Health or his/her designee and subject to all other applicable rules and regulations provided by state and local law and the permit may not exceed a period of three days.

(6) After the appropriate permits have been obtained, Site Work in a Residential Zone or Noise Sensitive Zone, shall be limited to the weekdays, Monday through Friday, other than state or federal holidays, from 8:00 a.m. to 5:00 p.m. During the permitted hours, Site Work activities are exempt from the limits in Section 68-5(A).

(7) Leaf blowers. No Person shall at any time operate a leaf blower during Nighttime Hours in a Residential Zone.

(8) Nighttime. In-house Construction. No Person shall carry on nighttime in-house Construction unless that Construction activity takes place solely within the structure and emits no Sound or Noise outside of the structure.

§ 68-7 Motor Vehicles.

A. All Motor Vehicles operated within the limits of the City of Norwalk shall be subject to the Noise standards and Decibel levels set forth in the regulations authorized in Sections 14-80a-1a through 14-80a-10a, inclusive, of the Regulations of Connecticut State Agencies.

B. Personal or commercial vehicular music amplification or reproduction equipment shall not be operated in such a manner that it is Plainly Audible at distance of 25 feet in any direction from the operator between the hours of 10:00 p.m. and 8:00 a.m.

C. Personal or commercial vehicular music amplification or reproduction equipment shall not be operated in such a manner that is Plainly Audible at a distance of 50 feet in any direction from the operator between the hours of 8:00 a.m. and 10:00 p.m.

D. This section dealing with Motor Vehicle Noise shall be enforced by the Noise Control Administrator.

§ 68-8 Recreational Vehicles; loudspeakers; Sound reproduction systems.

A. No Person shall create or cause to be created any unreasonably loud or disturbing Noise due to the operation of a Recreational Vehicle. A Noise shall be deemed to be unreasonably loud and a violation of this chapter when the Noise so generated exceeds the Noise level standards set forth in § **68-5B** or **C**.

B. The Norwalk Board of Health may designate Noise-Sensitive Zones where Noise problems are particularly likely to occur and likely to cause unusual problems. Loudspeakers and public address systems may be prohibited in such Noise-Sensitive Zones by the Norwalk Board of Health.

C. Operating, playing or permitting the operation or playing of any radio, television, phonograph or similar device which reproduces or amplifies Sounds in such a manner as to create a Noise Disturbance is prohibited. Factors to be considered in determining whether a Noise Disturbance exists in a given situation include but are not limited to any or all of the following:

(1) The intensity of the Noise under investigation, to be assessed at the location at which a disturbance is alleged to occur.

(2) Whether the Noise has a characteristic nature that is unduly harsh, intrusive, or unnatural (e.g., squealing tonality or thumping bass), especially if accompanied by vibration perceptible to a human either in their limbs or torso, or in any structural component of their residence (e.g., rattling windows).

(2) The intensity of the ambient Noise.

(3) The proximity of the Noise source to a residence or the intrusion of Noise into the residence, especially the sleeping quarters.

(4) The time of day or night the Noise occurs.

(5) The existence of complaints concerning the Noise from Persons living or working in separate properties or dwellings who are affected by the Noise.

(6) The nature of the zoning district in which the Noise source is located, as well as that within 500 feet of the Noise source.

§ 68-9 Inspections.

A. For the purpose of determining compliance with the provisions of this chapter, the Noise Control Administrator is hereby authorized to make inspections of all Noise sources and to take measurements and make tests whenever necessary to determine the quantity and character of Noise.

B. No Person shall refuse to allow the Noise Control Administrator to perform reasonable Sound testing on any device or devices when such inspection/investigation is based on probable cause. Reasonable Sound testing on any device or devices includes but is not limited to requiring the temporary shutting down of said device or devices for the purposes of such testing except that upon showing that the inspection would produce a noticeable interruption of services that would cause discomfort to employees or customers or require a building engineer or other professional to work with the equipment, such authorized employee shall reschedule the

inspection for a more convenient time.

C. In the event that any Person refuses or restricts entry and free access to any part of a Premises or refuses inspection, testing or Noise measurement of any activity, device, facility or process where inspection is sought, the Noise Control Administrator may seek from the appropriate court a warrant without interference, restriction or obstruction, at a reasonable time, for the purpose of inspecting, testing or measuring Noise.

D. It shall be unlawful for any Person to refuse to allow or permit the Noise Control Administrator free access to any Premises when the Noise Control Administrator is acting in compliance with a warrant for inspection and order issued by the appropriate court.

E. It shall be unlawful for any Person to violate the provisions of any warrant or court order requiring inspection, testing or measurement of Noise sources.

F. No Person shall hinder, obstruct, delay, resist, prevent in any way, interfere or attempt to interfere with any authorized Person while in the performance of his/her duties under this chapter.

§ 68-10 Violations and penalties.

A. This section governs the initiation of enforcement actions, the issuance of citations or summons for violations of this Chapter, and the imposition of penalties for violations of this Chapter.

B. If a Person violates any provision of this Chapter, or an order issued pursuant thereto, the Noise Control Administrator may issue a citation or summons, institute an action in a court of competent jurisdiction for injunctive relief, or any or all of them, to prohibit and prevent such violation or violations, in which event the matter shall proceed as a summary matter in a court of competent jurisdiction.

C. Any Person violating any provision of this article may be punished as follows:

1. *First Offense:* Upon the initial violation, written warning notice that a violation has occurred shall be issued. No fine shall be imposed for the initial violation.

2. *Second Offense:* By a fine of one hundred dollars ($100.00).

3. *Third Offense and subsequent offenses:* By a fine of two hundred and fifty dollars ($250.00).

4. Each day that a violation exists shall constitute a separate violation of this Chapter. No more than one fine shall be imposed in one 24 hour period.

D. The Noise Control Administrator shall classify a violation as a "major" or "minor" violation for the purposes of issuing an enforcement document and compliance grace period. If compliance is achieved during the grace period, then no fine shall be levied. A violation shall be classified as a major violation if it is not deemed a minor violation. A violation, regardless of how intense, is deemed to be minor if:

1. The violation is not the result of willful, reckless or grossly negligent conduct of the violator; or

2. The activity or condition constituting the violation has not been the subject of an enforcement action against the violator in the immediately preceding 12 months; or

3. The violation is not the result of the operation of a Sound Production Device of any kind, with the exception of safety warning devices.

E. If the violation is deemed to be minor, the Noise Control Administrator shall notify the violator that the activity or condition must be corrected and compliance achieved within 30 days or less, at the discretion of the Noise Control Administrator, or any other reasonable period of time, not to exceed 180 days, to be determined based upon the nature, extent and impact of the violation and a reasonable estimate of the time needed to correct the violation. The violator may request, from the Noise Control Administrator, an extension of the compliance deadline and the Noise Control Administrator may approve any reasonable request for an extension if the violator can demonstrate that a good faith effort has been made to achieve compliance. The Noise Control Administrator shall offer special consideration, during the six-month period immediately following final

enactment of this chapter, for pre-existing Sound sources which will require physical plant modifications to come into compliance.

F. If the violation is deemed to be minor, the Noise Control Administrator shall notify the violator that if he/she achieves compliance within the period of time specified in the enforcement document, the Noise Control Administrator shall not seek to collect a fine from the violator for that violation.

G. If, during the grace period, the Sound emissions for which the violation has been assessed increase in duration or intensity, the Noise Control Administrator may revoke the grace period. In determining whether to revoke the grace period, the Noise Control Administrator may consider the following factors including but not limited to: the relative increase in intensity; whether the change of Sound emissions is directly related to ongoing Sound abatement measures, and; the anticipated duration of the increased Sound Levels.

H. If the violator does not correct a minor violation within the period of time specified in the enforcement document, the violation is reclassified as major, and the Noise Control Administrator may seek injunctive relief and/or a fine for a violation of this article. If the Noise Control Administrator has reason to believe that the violator is not acting in good faith during the grace period, they may conduct further investigations during that period, and if the violator has not achieved compliance within the period of time specified in the enforcement document, the Noise Control Administrator may prosecute any violations documented during the grace period.

I. If the violation is not deemed to be minor, it shall be classified as a major violation and the Noise Control Administrator shall notify the violator that he/she will not be allowed a period of time to correct the violation before a penalty is sought, and that he/she may be liable for a fine for that violation, and that the Noise Control Administrator may seek summary injunctive relief. The Noise Control Administrator shall offer special consideration, during the six-month period immediately following final enactment of this chapter, for pre-existing Sound sources which will require physical plant modifications to come into compliance.

J. Any claims for a fine may be compromised and settled based upon the following factors:

1. Mitigating or other extenuating circumstances;
2. The timely implementation by the violator of measures which lead to compliance;
3. The conduct of the violator; and
4. The compliance history of the violator.

K. The owner of the property, or any Person lawfully entitled to possess the property or manage a business Premises from which the offending Sound is emitted at the time the offending Sound is emitted shall be jointly and severally liable for compliance with this article even if not present upon or in the property and each shall be punished for its violation as shall the Person or Persons actually causing such Sound. It shall not be a lawful defense to assert that some other Person caused the Sound. The lawful possessor, manager or operator in or on the property shall be responsible for operating or maintaining the property in compliance with this article, penalties shall be applied to such Person or Persons as well as to the Person or Persons actually causing the Sound.

L. Any owner, lessee, agent, supervisor, or other Person in charge of operating, ordering, directing or allowing the operation or maintenance of any device or machine creating a nuisance Noise as prohibited in this article, shall be deemed guilty of violating this article.

M. Nothing in this chapter shall be construed to abridge, limit or otherwise impair the right of any Person to damages or other relief on account of injuries to Persons or property, and to maintain any action or other appropriate proceeding therefor.

§ 68-11 Variances; promulgation of regulations; contracts.

A. Variances.

(1) Any Person living or doing business in Norwalk may apply to the Director of Health for a variance from one or more of the provisions of the chapter, which are more stringent than the Connecticut Department of Environmental Protection regulations for the control of Noise, provided that the applicant supplies all of the following information to the Director of Health:

(a) Location and nature of activity.

(b) The time period and hours of operation of said activity.

(c) The nature and intensity of the Noise that will be generated.

(d) Any other information required by the Director of Health.

(2) No variance from these regulations shall be issued unless it has been demonstrated that:

(a) The proposed activity will not violate any provisions of the Connecticut Department of Environmental Protection regulations.

(b) The Noise levels generated by the proposed activity will not constitute a danger to the public health.

(c) Compliance with the regulations constitutes an unreasonable hardship on the applicant.

(3) Following receipt and review of an application for a variance, the Director of Health shall fix a date, time and location for a hearing on such application.

(4) The Director of Health shall cause the applicant to publish at his/her own expense all notices of hearings and other notices required by law, including, but not limited to, notification of all abutters of record and property owners within 200 feet.

(5) Within 65 days of the receipt of the record of the hearings on a variance application, the Director of Health shall issue his/her determination regarding such application. All such decisions shall briefly set forth the reasons for the decision.

(6) The Director of Health may, at his/her discretion, limit the duration of any variance granted under this chapter. Any Person holding a variance and needing an extension of time may apply for a new variance under the provisions of this chapter. Any such application shall include a certification of compliance with any condition imposed under the proposed variance.

(7) The Director of Health may attach to any variance any reasonable conditions he/she deems necessary and desirable, including, but not limited to:

(a) Requirements for the best practical Noise control measures to be taken by the owner or operator of the source to minimize Noise during the period of the variance.

(b) Requirements for periodic reports submitted by the applicant relating to Noise, to compliance with any other conditions under which the variance was granted or to any other information the Director of Health deems necessary.

(8) The filing of an application for a variance shall operate as a stay of prosecution, except that such stay may be terminated by the Director of Health upon application of any party if the Director of Health finds that protection of the public health so requires.

(9) In any case where a Person seeking a variance contends that compliance with any provision of these regulations is not practical or possible because of the cost involved either in installing Noise control equipment or changing or curtailing the operation in any manner, he/she shall make available to the Director of Health such financial records as the Director of Health may require.

(10) A variance may include a compliance schedule and requirements for periodic reporting of increments of achievement of compliance.

(11) Failure to rule on the application in the designated time shall constitute approval of the variance.

B. Any Person aggrieved by the decision of the Director of Health with respect to any variance may appeal to the Common Council within a period of 10 days of the reception of the Health Director's decision.

C. The Director of Health is herewith authorized to recommend regulations from time to time not inconsistent with the State Public Health Code and/or the regulations of the State Department of Environmental Protection regarding Noise which shall, upon approval by the Common Council and State of Connecticut Department of Environmental Protection, become effective therewith.

D. Contracts. Any written agreement, purchase order or contract whereby the City of Norwalk is committed to an expenditure of funds in return for work, labor, services, supplies, equipment, materials, or any combination thereof, shall not be entered into unless such agreement, purchase order or instrument contains provisions that any equipment or activities which are subject to the provisions of this chapter will be operated, constructed, conducted or manufactured without violating the provisions of the chapter.

§ 68-12 Severability.

If any clause, sentence, paragraph or part of this chapter, or the application thereof to any Person, firm, corporation or circumstances, shall for any reason be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this chapter and the application of such provision to other Persons, firms, corporation or circumstances, but shall be confined in its operation to the clause, paragraph or part thereof directly involved in the controversy in which said judgment shall have been rendered and to the Person, firm, corporation or circumstances involved. It is hereby declared to be the legislative intent of this body that this chapter would have been adopted had such invalid provisions not been included.

§ 68-13 Conflict with other regulations.
In the event that provisions or standards of this chapter or adopted under this chapter shall conflict with regulations or standards set by the State of Connecticut Department of Environmental Protection, the more strict standard shall apply.

§ 68-14 Word usage.
In construing this chapter, masculine or neutral pronouns shall be substituted for those of feminine form and vice versa, and the plural of the singular and the singular of the plural, shall be substituted in any case which the context may require.

§ 68-15 When effective.
This chapter shall be effective 10 days following approval by the Connecticut Department of Energy and Environmental Protection.

Exhibit C

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Chapter 68
Noise

[HISTORY: Adopted by the City of Norwalk Common Council 7-26-1983; amended in its entirety 9-19-2001. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Alarm systems — See Ch. **11A.**
Explosives — See Ch. **38.**

Fire-alarm systems: institutions — See Ch. **40.**

Nuisances — See Ch. **71.**

Excavating and filling of land — See Ch. **97.**

Zoning — See Ch. **118.**

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§ 68-1 **Short title.**
This chapter shall be known as the "City of Norwalk Noise Control Ordinance."

§ 68-2 **Purpose.**
It is recognized that people have a right to and should be ensured an environment free from excessive sound and vibration that may jeopardize their health or safety or welfare or degrade the quality of life. This chapter is enacted to protect, preserve and promote the health, safety, welfare and quality of life for the citizens of Norwalk through the reduction, control and prevention of noise.

§ 68-3 **Definitions.**
The following definitions shall apply in the interpretation and enforcement of this chapter:

AMBIENT NOISE or BACKGROUND NOISE
Noise of a measurable intensity which exists at a point as a result of a combination of many distant sources individually indistinguishable.

COMMERCIAL ZONE
All commercial districts, business districts, as defined in the Zoning Regulations of the City of Norwalk,[1] and all uses associated therewith, either permitted as a right or as a special use.

COMMON COUNCIL
The Common Council of the City of Norwalk.

CONSTRUCTION
Any site preparation, assembly, erection, substantial repair, alteration or similar action, for or of public or private rights-of-way, structures, utilities or similar property.

CONSTRUCTION EQUIPMENT

Any equipment or device operated by fuel pneumatically or electric power used in construction or demolition work.

CONSTRUCTION SITE
Site where construction or demolition taxes place.

DAYTIME HOURS
The hours between 7:00 a.m. and 8:00 p.m., Monday through Friday, the hours between 8:00 a.m. and 8:00 p.m. on Saturday and the hours 9:00 a.m. through 8:00 p.m. on Sundays and federal and state holidays.

DECIBEL
A logarithmic unit of measure used in measuring magnitudes of sound. The symbol is dB. SPL (sound pressure level) is defined as:

$$\mathbf{SPL} = \mathbf{20 \log \frac{P}{Po}} \quad \mathbf{in\ dB}$$

Where

Po = 0.0002 microbar

DEMOLITION
Any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces or similar property.

DIRECTOR OF HEALTH
The Health Director of the City of Norwalk.

DOMESTIC POWER EQUIPMENT
Not limited to, power saws, drills, grinders, lawn and garden tools and other domestic power equipment intended for use in residential areas by a home owner.

EMERGENCY
Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

EMERGENCY VEHICLE
Any motor vehicle authorized by the City of Norwalk to have sound warning devices such as sirens and bells which can lawfully be used when responding to an emergency.

EMERGENCY WORK
Work made necessary to restore property to a safe condition following an emergency, or work required to protect persons or property from exposure to imminent danger.

HEALTH BOARD
As defined in Chapter 57 in the City Code.

IMPULSE NOISE
Sound of short duration, usually less than one second, with an abrupt onset and rapid decay.

INDUSTRIAL ZONE
All industrial districts as defined by the Zoning Regulations of the City of Norwalk.

MOTOR VEHICLE
Per Section 14-1(26) of the Connecticut General Statutes, as amended.

MUFFLER
A device for abating sounds, such as those produced by escaping gases.

NIGHTTIME HOURS
The hours between 8:00 p.m. and 7:00 a.m., Sunday evening through Friday morning, Friday evening 8:00 p.m. through 8:00 a.m. Saturday morning and Saturday evening 8:00 p.m. through 9:00 a.m. Sunday morning. Saturday nighttime hours apply to state and federal holidays.

NOISE
Any sound, the intensity of which exceeds the standards set forth in § **68-5B** or **C** of this chapter.

NOISE DISTURBANCE
Any sound which unreasonably annoys, disturbs, injures or endangers the comport, repose, health, peace or safety of a person, or which causes injury or damage to property or business.

NOISE LEVEL
The sound pressure level in decibels as measured with a sound level meter using the A-weighting network. The level so read is designed "dB(A)" or "dBA."

NOISE SENSITIVE ZONE
Any area designated by the Norwalk Board of Health as a "noise-sensitive zone" where noise problems are likely to occur or known to exist. As a minimum requirement, said zone must include within its boundaries a school, hospital, house of worship, day-care center, nursing home, public library, senior citizen center, residence or court.

PERSON
Any individual, firm, partnership, association, syndicate, company, trust, corporation, municipality, agency or political or administrative subdivision of the state or other legal entity of any kind.

PREMISES
Any buildings, structure, land, or portion thereof, including all appurtenances, and shall include yards, lots, courts, inner yards and real properties without buildings or improvements owned or controlled by a person. The emitter's premises includes contiguous publicly dedicated street and highway rights-of-way, all road rights-of-way and waters of the state.

PROPERTY LINE
That real or imaginary line along the ground surface and its vertical extension which separates real property owned or controlled by any person from contiguous real property owned or controlled by another person, and separates real property from the public right-of-way.

PUBLIC RIGHT-OF-WAY

Any street, avenue, boulevard, highway, sidewalk, alley, park, waterway, railroad or similar place which is owned or controlled by a governmental entity.

RECREATIONAL VEHICLE

Any internal combustion-engine powered vehicle which is being used for recreational purposes.

RESIDENTIAL ZONE

All city-owned property used for recreational or educational purposes and all residential districts and any commercial district when used for residential purposes, as defined in the Zoning Regulations of the City of Norwalk, and all uses permitted therewith either as a right or as a special use.

SOUND

A transmission of energy through solid, liquid or gaseous media in the form of vibrations which constitute alterations in pressure or position of the particles in the medium and which, in air, evoke physiological sensations, including, but not limited to, an auditory response when impinging on the ear.

SOUND LEVEL METER

An instrument used to take sound level measurements and which should conform, as a minimum, to the operational specifications of the American National Standards Institute for Sound Level Meters S1.4-1971 (Type S2A).

SOUND PRESSURE LEVEL

Twenty times the logarithm to the base 10 of the ratio of the pressure of a sound to the reference pressure of 20 micronewtons per square meter (20 X 10 - 6 Newtons/meter^2), and is expressed in decibels (dB).

§ 68-4 **Noise level measurement procedures.**

For the purpose of determining noise level as set forth in this chapter, the following guidelines shall be applicable:

A. All personnel conducting sound measurements shall be trained in the current techniques and principles of sound measuring equipment and instrumentation.

B. Instruments used to determine sound level measurements shall conform to the sound level meters as defined by this chapter.

C. The general steps listed below shall be followed when preparing to take sound level measurements:

(1) The instrument manufacturer's specific instructions for the preparation and use of the instrument shall be followed.

(2) The sound level meter shall be calibrated before and after each set of measurements.

(3) When measurements are taken out of doors, a wind screen shall be placed over the microphone of the sound level meter as per the manufacturer's instructions.

(4) The sound level meter shall be placed at an angle to the sound source as specified by the manufacturer's instructions and at least four feet above the ground. It shall be so placed as not to be interfered with by individuals conducting the measurements.

(5) Measurements shall be taken at a point that is located about one foot beyond the boundary of the

emitter's premises within the receptor's premises. The emitter's premises includes his/her individual unit of land or ground of contiguous parcels under the same ownership as indicated by public land records.

D. Multiple uses. Where multiple uses exist within a given noise zone, the least restrictive land use category for the emitter and receptor shall apply regarding the noise standards.

§ 68-5 **Noise levels.**

A. It shall be unlawful for any person to emit or cause to be emitted any noise beyond the boundaries of his/her premises in excess of the noise levels established in this chapter.

B. Noise level standards.

(1) No person in a residential zone shall emit noise beyond the boundaries of his/her premises exceeding the levels stated herein and applicable to adjacent residential, commercial or industrial zones:

Receptor's Zone

			Residential	
Emitter's Zone	**Industrial**	**Commercial**	**(day)**	**(night)**
Resi- dential	62 dBAs	55 dBAs	55 dBAs	45 dBAs

(2) No person in a commercial zone shall emit noise beyond the boundary of his/her premises exceeding the levels stated herein and applicable to adjacent residential, commercial or industrial zones:

Receptor's Zone

			Residential	
Emitter's Zone	**Industrial**	**Commercial**	**(day)**	**(night)**
Com- mercial	62 dBAs	62 dBAs	55 dBAs	45 dBAs

(3) No person in an industrial zone shall emit noise beyond the boundary of his/her premises exceeding the levels stated herein and applicable to adjacent residential, commercial or industrial zones:

Receptor's Zone

			Residential	
Emitter's Zone	**Industrial**	**Commercial**	**(day)**	**(night)**
Industrial	70 dBAs	66 dBAs	61 dBAs	51 dBAs

C. High background noise levels and impulse noise.

(1) In those individual cases where the background noise levels caused by sources not subject to this chapter exceed the standards contained herein, a source shall be considered to cause excessive noise if the noise emitted by such source exceeds the background noise levels by five dBA's, provided that no source subject to the provisions of this chapter shall emit noise in excess of 80 dBA's at any time, and provided that this section does not decrease the permissible levels of other sections of this chapter.

(2) No person shall cause or allow the emission of impulse noise in excess of 80 dB's peak sound pressure level during the nighttime to any residential noise zone.

(3) No person shall cause or allow the emission of impulse noise in excess of 100 dB's peak sound pressure level at any time to any zone.

D. Exclusions. These levels shall not apply to noise emitted by or related to:

(1) Natural phenomena.

(2) Any bell or chime from any building clock, school or church.

(3) Any siren, whistle or bell lawfully used by emergency vehicles or any other alarm systems used in an emergency situation.

(4) Warning devices required by OSHA or other state or federal safety regulations.

(5) Farming equipment or farming activity.

E. Exemptions. The following shall be exempt from this chapter these regulations subject to special conditions as spelled out and to the general prohibition of § **68-6**:

(1) Noise generated by any construction equipment which is operated during daytime hours.

(2) Noise created as a result of, or relating to, an emergency.

(3) Noise from domestic power equipment, such as, but not limited to, power saws, sanders, grinders, lawn and garden tools or similar devices operated during daytime hours, provided that noise discharged from exhausts is adequately muffled to prevent loud and/or explosive noises that result therefrom.

(4) Noise from snow removal equipment at any time shall be exempted provided that such equipment shall be maintained in good repair so as to minimize noise, and noise discharged from exhausts shall be adequately muffled to prevent loud and/or explosive noises therefrom.

(5) Noise from demolition work conducted during daytime hours.

(6) Noise created by any aircraft flight operations which are specifically preempted by the Federal Aviation Administration.

(7) Noise created by any recreational activities which are permitted by law and for which a license or permit has been granted by the City, including, but not limited to, parades, sporting events, concerts and firework displays.

(8) Noise created by refuse and solid waste collection, provided that the activity is conducted during daytime hours.

(9) Noise created by the normal and ordinary activities of the Department of Public Works or any taxing district utility, including but not limited to the following: street sweeping, snow and ice control, maintenance of the sanitary sewer collection system, maintenance of storm drainage systems, solid waste collection and disposal, maintenance of traffic control devices and operation of off-street parking facilities.

(10) Noise created by public school construction.

§ 68-6 **Prohibited activities.**

A. General prohibition. It shall be unlawful for any person to make, continue or cause to be made or continued any loud, unnecessary and unreasonable noise.

B. The following activities are prohibited:

(1) Vehicle horns. No person shall at any time sound any horn or audible signal device of a motor vehicle unless it is necessary as a warning to prevent or avoid a traffic accident.

(2) Emissions from stationary or idling mobile sources. No mobile source engine shall be allowed to operate for more than three consecutive minutes when the mobile source is not in motion except as follows:

(a) When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control;

(b) When it is necessary to operate heating, cooling or auxiliary equipment installed on the mobile source when such equipment is necessary to accomplish the intended use of the mobile source;

(c) To bring the mobile source to the manufacturer's recommended operating temperature;

(d) When the outdoor temperature is below 20°F;

(e) When the mobile source is being repaired.

(3) Exhaust discharge. No person shall discharge into the ambient air the blow-down of any steam vent of the exhaust of any stationary internal combustion engine or air compressor equipment, unless such discharge is through a muffler as defined by § **68-3** of this chapter or through an apparatus providing equal noise reduction and that meet noise level requirements identified in § **68-5B**.

(4) Construction. No person shall at any time operate construction equipment on the construction or demolition site or carry on any construction or demolition during nighttime hours, except in an emergency in the interest of public safety and then only with a permit from the Director of Health or his designee and subject to all other applicable rules and regulations provided by state and local law, and said permit may not exceed a period of three days.

(5) Blasting. No person shall at any time carry on blasting between the hours of 5:00 p.m. and 8:00 a.m. except in an emergency in the interest of public safety and then only with a permit from the Director of Health or his designee and subject to all other applicable rules and regulations provided by state and local law and the permit may not exceed a period of three days.

(6) Leaf blowers. No person shall at any time operate a leaf blower during nighttime hours in a residential zone.

(7) Nighttime. In-house construction. No person shall carry on nighttime in-house construction unless that construction activity takes place solely within the structure and emits no sound or noise outside of the structure.

§ 68-7 **Motor vehicles.**

A. All motor vehicles operated within the limits of the City of Norwalk shall be subject to the noise standards and decibel levels set forth in the regulations authorized in Sections 14-80a-1a through 14-80a-10a, inclusive, of the Regulations of Connecticut State Agencies.

B. No sound-amplifying devices on or within motor vehicles shall emit noise in excess of the noise levels as specified in § **68-5B** or **C**.

C. This section dealing with motor vehicle noise shall be enforced by the Chief of Police and/or his designated subordinates.

§ 68-8 **Recreational vehicles; loudspeakers; sound reproduction systems.**

A. No person shall create or cause to be created any unreasonably loud or disturbing noise due to the operation of a recreational vehicle. A noise shall be deemed to be unreasonably loud and a violation of this chapter when the noise so generated exceeds the noise level standards set forth in § **68-5B** or **C**.

B. The Norwalk Board of Health may designate noise-sensitive zones where noise problems are particularly likely to occur and likely to cause unusual problems. Loudspeakers and public address systems may be prohibited in such noise-sensitive zones by the Norwalk Board of Health.

C. Operating, playing or permitting the operation or playing of any radio, television, phonograph or similar device which reproduces or amplifies sounds in such a manner as to create a noise disturbance is prohibited.

§ 68-9 **Inspections.**

A. For the purpose of determining compliance with the provisions of this chapter, the Chief of Police or his designated representative is hereby authorized to make inspections of all noise sources and to take measurements and make tests whenever necessary to determine the quantity and character of noise. In the event that any person refuses or restricts entry and free access to any part of a premises or refuses inspection, testing or noise measurement of any activity, device, facility or process where inspection is sought, the Chief of Police and/or designated representative may seek from the appropriate court a warrant without interference, restriction or obstruction, at a reasonable time, for the purpose of inspecting, testing or measuring noise.

B. It shall be unlawful for any person to refuse to allow or permit the Chief of Police or his designated representative free access to any premises when the Chief of Police or his designated representative is acting in compliance with a warrant for inspection and order issued by the appropriate court.

C. It shall be unlawful for any person to violate the provisions of any warrant or court order requiring inspection, testing or measurement of noise sources.

D. No person shall hinder, obstruct, delay, resist, prevent in any way, interfere or attempt to interfere with any authorized person while in the performance of his/her duties under this chapter.

§ 68-10 **Violations and penalties.**

A. Any person who violates any provision of this chapter or any rule or regulation in force pursuant thereto shall be subject to a fine of no more than $99, and $250 for each subsequent offense within one year of the last offense. Each violation shall constitute a separate offense. [**Amended 3-28-2017**]

B. Action pursuant to Subsection **A** of this section shall not be a bar to enforcement of this chapter, rules and regulations in force pursuant thereto and orders made pursuant to this chapter, by injunction or other appropriate remedy, and the Department of Health shall have the power to institute and maintain in the name of the City of Norwalk any and all such enforcement proceedings.

C. Nothing in this chapter shall be construed to abridge, limit or otherwise impair the right of any person to damages or other relief on account of injuries to persons or property, and to maintain any action or other appropriate proceeding therefor.

§ 68-11 **Variances; promulgation of regulations; contracts.**

A. Variances.

(1) Any person living or doing business in Norwalk may apply to the Director of Health for a variance from one or more of the provisions of the chapter, which are more stringent than the Connecticut

Department of Environmental Protection regulations for the control of noise, provided that the applicant supplies all of the following information to the Director of Health:

(a) Location and nature of activity.

(b) The time period and hours of operation of said activity.

(c) The nature and intensity of the noise that will be generated.

(d) Any other information required by the Director of Health.

(2) No variance from these regulations shall be issued unless it has been demonstrated that:

(a) The proposed activity will not violate any provisions of the Connecticut Department of Environmental Protection regulations.

(b) The noise levels generated by the proposed activity will not constitute a danger to the public health.

(c) Compliance with the regulations constitutes an unreasonable hardship on the applicant.

(3) Following receipt and review of an application for a variance, the Director of Health shall fix a date, time and location for a hearing on such application.

(4) The Director of Health shall cause the applicant to publish at his/her own expense all notices of hearings and other notices required by law, including, but not limited to, notification of all abutters of record and property owners within 200 feet.

(5) Within 65 days of the receipt of the record of the hearings on a variance application, the Director of Health shall issue his/her determination regarding such application. All such decisions shall briefly set forth the reasons for the decision.

(6) The Director of Health may, at his/her discretion, limit the duration of any variance granted under this chapter. Any person holding a variance and needing an extension of time may apply for a new variance under the provisions of this chapter. Any such application shall include a certification of compliance with any condition imposed under the proposed variance.

(7) The Director of Health may attach to any variance any reasonable conditions he/she deems necessary and desirable, including, but not limited to:

(a) Requirements for the best practical noise control measures to be taken by the owner or operator of the source to minimize noise during the period of the variance.

(b) Requirements for periodic reports submitted by the applicant relating to noise, to compliance with any other conditions under which the variance was granted or to any other information the Director of Health deems necessary.

(8) The filing of an application for a variance shall operate as a stay of prosecution, except that such stay may be terminated by the Director of Health upon application of any party if the Director of Health finds that protection of the public health so requires.

(9) In any case where a person seeking a variance contends that compliance with any provision of these regulations is not practical or possible because of the cost involved either in installing noise control equipment or changing or curtailing the operation in any manner, he/she shall make available to the Director of Health such financial records as the Director of Health may require.

(10) A variance may include a compliance schedule and requirements for periodic reporting op

increments of achievement of compliance.

(11) Failure to rule on the application in the designated time shall constitute approval of the variance.

B. Any person aggrieved by the decision of the Director of Health with respect to any variance may appeal to the Common Council within a period of 10 days of the reception of the Health Director's decision.

C. The Director of Health is herewith authorized to recommend regulations from time to time not inconsistent with the State Public Health Code and/or the regulations of the State Department of Environmental Protection regarding noise which shall, upon approval by the Common Council and State of Connecticut Department of Environmental Protection, become effective therewith.

D. Contracts. Any written agreement, purchase order or contract whereby the City of Norwalk is committed to an expenditure of funds in return for work, labor, services, supplies, equipment, materials, or any combination thereof, shall not be entered into unless such agreement, purchase order or instrument contains provisions that any equipment or activities which are subject to the provisions of this chapter will be operated, constructed, conducted or manufactured without violating the provisions of the chapter.

§ 68-12 **Severability.**
If any clause, sentence, paragraph or part of this chapter, or the application thereof to any person, firm, corporation or circumstances, shall for any reason be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this chapter and the application of such provision to other persons, firms, corporation or circumstances, but shall be confined in its operation to the clause, paragraph or part thereof directly involved in the controversy in which said judgment shall have been rendered and to the person, firm, corporation or circumstances involved. It is hereby declared to be the legislative intent of this body that this chapter would have been adopted had such invalid provisions not been included.

§ 68-13 **Conflict with other regulations.**
In the event that provisions or standards of this chapter or adopted under this chapter shall conflict with regulations or standards set by the State of Connecticut Department of Environmental Protection, the more strict standard shall apply.

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In construing this chapter, masculine or neuter pronouns shall be substituted for those of feminine form and vice versa, and the plural of the singular and the singular of the plural, shall be substituted in any case which the context may require.

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This chapter shall be effective 10 days from its passage.