

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:

February 28, 2017

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute a Second Amendment to the September 18, 2015 Agreement with Safety Marking, Inc. for Project TRF2015-1 Proposed Pavement Markings, Symbols & Legend at Various Locations for a sum not to exceed \$300,000.00.

Account No: 09 17 4021 5777 C0562

- 2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies LLC for Project PM 2017-1 Pavement Management Program, for a sum not to exceed \$3,410,044.00.

Account No: 09 17 4021 5777 C0021
09 17 4021 5777 C0302
09 17 4021 5777 C0318
09 17 4021 5777 C0439
03 0000 2602

- 2b. Authorize the Director of Public Works, Bruce Chimento, to execute Orders on Contract with The Grasso Companies LLC for Project PM 2017-1 Pavement Management Program, for a sum not to exceed \$341,004.40.

Account No: 09 17 4021 5777 C0021
09 17 4021 5777 C0302
09 17 4021 5777 C0318
09 17 4021 5777 C0439
03 0000 2602

- 3a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Second Taxing District of the City of Norwalk, Connecticut, acting by and through, South Norwalk Electric and Water ("SNEW") for 'Enabling Phase' utility adjustments pertaining to the Raymond & Day Streets Project, for a sum not to exceed \$270,140.

Account No: 09 16 0910 5777 C0560 (Redevelopment Agency)
09 17 0910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG – Project C0560)

- 3b. Authorize the Director of Public Works, Bruce Chimento, to execute Orders on Contract with The Second Taxing District of the City of Norwalk, Connecticut, acting by and through, South Norwalk Electric and Water ("SNEW") for 'Enabling Phase' utility adjustments pertaining to the Raymond & Day Streets Project, for a sum not to exceed \$27,014.

Account No: 09 16 0910 5777 C0560 (Redevelopment Agency)
09 17 0910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG – Project C0560)

- 4a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Frontier Communications Corporation for 'Enabling Phase' utility adjustments pertaining to the Raymond & Day Streets Project, for a sum not to exceed \$40,463.41.

Account No: 09 16 0910 5777 C0560 (Redevelopment Agency)
09 17 0910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG – Project C0560)

- 4b. Authorize the Director of Public Works, Bruce Chimento, to execute Orders on Contract with Frontier Communications Corporation for 'Enabling Phase' utility adjustments pertaining to the Raymond & Day Streets Project, for a sum not to exceed \$4,046.34.

Account No: 09 16 0910 5777 C0560 (Redevelopment Agency)
09 17 0910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG – C0560)

5. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with O&G Industries, Inc. for Construction Manager at Risk Services pertaining to the Raymond & Day Streets Project, for a sum not to exceed \$8,900,000. (in accordance with letter proposal dated March 3, 2017).

Account No: 09 16 0910 5777 C0560 (Redevelopment Agency)
09 17 0910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG – Project C0560)
Proposed Escrow Agreement w/Trinity Washington Village Limited Partnership (\$484,000)
Proposed Escrow Agreement w/Spinnaker Real Estate Partners, LLC (\$71,500)

- 6a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Cablevision of Litchfield, Inc. for 'Enabling Phase' utility adjustments pertaining to the Raymond & Day Streets Project, for a sum not to exceed \$8,000.

Account No: 09 16 0910 5777 C0560 (Redevelopment Agency)
09 17 0910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG – Project C0560)

- 6b. Authorize the Director of Public Works, Bruce Chimento, to execute Orders on Contract with Cablevision of Litchfield, Inc. for 'Enabling Phase' utility adjustments pertaining to the Raymond & Day Streets Project, for a sum not to exceed \$800.

Account No: 09 16 0910 5777 C0560 (Redevelopment Agency)
09 17 0910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG – Project C0560)

- 7a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Lightower Fiber Networks II, LLC for 'Enabling Phase' utility adjustments pertaining to the Raymond & Day Streets Project, for a sum not to exceed \$5,000.

Account No: 09 16 0910 5777 C0560 (Redevelopment Agency)
09 17 0910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG – Project C0560)

- 7b. Authorize the Director of Public Works, Bruce Chimento, to execute Orders on Contract with Lightower Fiber Networks II, LLC for 'Enabling Phase' utility adjustments pertaining to the Raymond & Day Streets Project, for a sum not to exceed \$500.

Account No: 09 16 0910 5777 C0560 (Redevelopment Agency)
09 17 0910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG – Project C0560)

8. Authorize the Director of Public Works, Bruce Chimento, to execute Orders on Contract with Deering Construction, Inc. for Project PM2015-1 Pavement Management Program, for a sum not to exceed \$9,500.

Account No: 09 17 4021 5777 C0021

B. PLANNING COMMITTEE

1. Approve Citibank's request for City consent to waive the 90 day written notice requirement to accept a deed in lieu of foreclosure on Phase I of the Wall Street Place Development and authorize the Mayor to sign all required documents conveying such consent on behalf of the City.
2. Approve the support for Northeast Community Innovation Corporation's (NCIC) application for an Innovation Places Implementation Grant.

C. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute a 15-year Power Purchase Agreement (PPA) with Greenskies Renewable Energy, for the installation of photovoltaic panels on City Hall roof. Terms for the agreement shall be as outlined in Alan Lo's memo dated February 23, 2017.
- 2a. Authorize the Mayor, Harry W. Rilling, to execute a Contract with Domus Constructors, LLC for the reframing of the historic Smith Street Jail for a total not to exceed \$30,742.

Account No: 161343-5414
09176310 5777 C0430

- 2b. Authorize the Historical Commission to issue change orders on Contract for a total not to exceed \$6,000.
- 3a. Authorize the Purchasing Agent to issue a Purchase Order to Etricity Electrical Co., Inc., for the Norwalk Police Headquarters Camera Upgrade Project for a total not to exceed \$66,411.32. Funds are available from Account Number 0917 7100 5777 C0137.
- 3b. Authorize the Office of Building Management to issue change orders on Purchase Order for a total not to exceed \$6,641.
- 4a. Authorize the Mayor, Harry W. Rilling, to execute a Contract with DPM Contracting for the restrooms renovation project at Norwalk Senior Center for a total not to exceed \$106,088.00. Funds are available from Redevelopment Agency CDBG, Human Relations ADA Account Number 09171000 5777 C0526 and Building Management Capital Improvement Account Number 0916/17 7100 5777 C0476.

- 4b. Authorize Building Management to issue Change Order on Contract for a total not to exceed \$10,608.00

D. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Achilles International (501c3) to use Shady Beach for the Lighthouse to Lighthouse Race to be held Saturday, September 16, 2017 from 9:30 AM – 4:30 PM. Set up to take place on 6:00 AM with tear down no later than 5:00 PM on Saturday, September 16, 2017. Estimated attendance 250.
2. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Achilles International (501c3) to use Shady Beach for the Lighthouse to Lighthouse Race to be held Sunday, September 17, 2017 from 9:30 AM – 4:30 PM. Set up to take place on 8:30 AM with tear down no later than 5:00 PM on Sunday, September 17, 2017. Estimated attendance 150.
3. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Ninety 9 Bottles for the use of Oyster Shell Park for the "Ninety 9 Bottles Craft Beer Festival" to be held Saturday, June 3, 2017 from 2:00 PM – 5:00 PM, with a rain date of Sunday, June 4, 2017. Set up to take place Saturday, June 3, 2017 at 9:00 AM with tear down no later than 7:00 PM on Saturday, June 3, 2017. Estimated attendance 1,000.
4. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Team Mossman Events to use Calf Pasture Beach for the "Mossman sprint Triathlon" to be held Sunday, July 16, 2017 from 6:30 AM – 11:00 AM. Set up to take place Saturday, July 15, 2017 at 10:00 AM with tear down no later than 5:00 PM Sunday, July 16, 2017. Estimated attendance 400.
5. Approve the 2017 – 2018 Department of Recreation and Parks Facility Usage and Park Fees.
6. Authorize the Mayor, Harry W. Rilling, to accept funding and sign all documents relating to the maintenance and operating expenses associated with the Veterans Park pump out station under the Federal Clean Vessel Act. The contract is between the City of Norwalk and the Department of Energy and Environmental Protection. The contract is in the amount of \$6,352.83 effective January 1, 2017 through December 31, 2017. The state funds 75% of our operating expenses.

E. FINANCE COMMITTEE

1. Resolution appropriating \$200,000 for the purpose of a Parking Capacity Study.
2. Accept and Approve the Report of the Claims Committee Dated:

February 9, 2017
March 9, 2017
3. For informational purposes only: Narrative on Tax Collections dated March 6, 2017.

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**MARCH 14, 2017
COUNCIL CHAMBERS**

4. For informational purposes only, Monthly Tax Collector's Report Dated:

January 31, 2017
February 28, 2017

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

**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 ARE
SUBJECT TO THE AVAILABILITY OF FUNDS**

Mayor Rilling called the meeting to order at 7:33 p. m. and a Boy Scout from Troop 222 led the Assembly in reciting the Pledge of Allegiance.

Ms. King, City Clerk read the notice stating that the meeting was being videotaped and audio recorded for the public broadcast and 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. Richard Bonenfant Mr. Douglas Hempstead Mr. Nicholas Sacchinelli	Mr. Michael Corsello Mr. Bruce Kimmel
District A:	Ms. Eloisa Melendez	
District B:	Mr. Travis Simms	Ms. Phaedrel Bowman
District C:	Mr. John Kydes	Ms. Michelle Maggio
District D:	Ms. Shannon O'Toole Giandurco	Mr. Michael DePalma
District E:	Mr. John Igneri	Mr. Thomas Livingston

I. ROLL CALL

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

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

II. ACCEPTANCE OF MINUTES

January 24, 2017

- ** MS. MELENDEZ MOVED TO RESCIND THE VOTE TO APPROVE THE MINUTES OF JANUARY 24, 2017**
- ** MOTION PASSED UNANIMOUSLY**

- ** MS. MELENDEZ MOVED THE FOLLOWING CORRECTION TO PAGE 5:**

IF IT IS DETERMINED THAT NO POLICE OFFICERS ARE NECESSARY OR IF THE POLICE DEPARTMENT IS UNABLE TO PROVIDE SUFFICIENT POLICE OFFICERS, THE DIRECTOR SHALL, IN THE ALTERNATIVE, DETERMINE THE APPROPRIATE NUMBER OF TRAFFIC CONTROL PERSONS NECESSARY TO INSURE THE PUBLICS' SAFETY

- ** MOTION PASSED UNANIMOUSLY**

February 14, 2017

- **** MR. SIMMS MOVED TO APPROVE THE MINUTES OF FEBRUARY 14, 2017 AS PRESENTED**
- ** MOTION PASSED UNANIMOUSLY**

III. PUBLIC PARTICIPATION

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

Ms. Debora Goldstein, spoke about the budget cap. She said that the amount in the Planning and Zoning category is insufficient. She asked the Common Council to consider moving toward an outcome based budget. Ms. Goldstein said that it requires going out to the public and then prioritizing what goes into the budget.

Ms. Joanna Cooper thanked the Common Council for their efforts on behalf of the Board of Education budget.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were no resignations announced this evening.

Regular Meeting
Common Council
February 28, 2017
Page 2

APPOINTMENTS: Raymond Burney, Director of Personnel and Labor Relations

**** MR. SACCHINELLI MOVED TO APPROVE THE APPOINTMENT OF
RAYMOND BURNEY AS DIRECTOR OF PERSONNEL AND LABOR
RELATIONS**

Mr. Burney said that he looked forward to coming to work in Norwalk. He said that he lived in Norwalk for a period of time in the 1990s. He reviewed his background and qualifications.

Mayor Rilling welcomed Mr. Burney and described the recruitment process. He said that Mr. Burney is a talented and experienced person who can rise to the occasion.

**** MOTION PASSED WITH ONE (1) ABSTENTION**

REAPPOINTMENTS: There were no reappointments announced this evening.

MAYOR'S REMARKS

Mayor Rilling announced that working with the Board of Education, an operating budget was crafted that meets the vast majority of their needs. The tax levy will remain the same as recommended by Mr. Barron. He thanked all who worked so diligently putting together a budget that will help the schools move forward and close the achievement gap. Mayor Rilling said that the Board of Education and the Superintendent agree with the budget.

Mayor Rilling said that the capital budget is still a work in progress.

Mayor Rilling read an announcement from Mr. Livingston asking for volunteers to host students. March 9th is the Fairfield County Community Foundation annual giving day. The grand marshal for the second annual St. Patrick's Day parade will be Ollie O'Neil.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS

**** MR. IGNERI MOVED TO SUSPEND THE RULES TO ADD AN ITEM TO
THE AGENDA**

**** MOTION PASSED UNANIMOUSLY**

Mr. Ignieri said that the City would like to create a Norwalk Innovation District. To start the process, they need to agree that the City is in favor of this program.

B. CONSENT CALENDAR

**** MR. SACCHINELLI MOVED THE FOLLOWING CONSENT CALENDAR:**

CORPORATION COUNSEL

6A1

6A2

ORDINANCE COMMITTEE

7A3

FINANCE COMMITTEE

7B1

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

- 1. AUTHORIZATION FOR DISCUSSION: SCOTTY AND LESLIE SCHULAR V. CITY OF NORWALK *EXECUTIVE SESSION***
- 2. APPROVE THE SETTLEMENT OF OUTSTANDING TAX CLAIMS OF THE CITY AGAINST THE ORIGINAL GRASSO COMPANIES LLC AND AUTHORIZE THE MAYOR TO EXECUTE THE SETTLEMENT AGREEMENT REGARDING OUTSTANDING TAX LIEN AND ELIGIBILITY TO BID ON PUBLIC PROJECTS *EXECUTIVE SESSION***
CONSENT TO TABLE BACK TO THE LEGAL DEPARTMENT

VII. COMMON COUNCIL COMMITTEES

A. ORDINANCE COMMITTEE

- 1. APPROVE PROPOSED NEW ORDINANCE RE: ARTS COMMISSION**

B. FINANCE COMMITTEE

**I. RESOLUTION APPROPRIATING \$200,000 FOR THE PURPOSE OF A
PARKING CAPACITY STUDY
CONSENT TO SEND BACK TO COMMITTEE**

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

A. ORDINANCE COMMITTEE

**** MS. MELENDEZ MOVED TO APPROVE THE FOLLOWING ITEM:**

**1. APPROVE PROPOSED REVISIONS TO CITY CODE CHAPTER 73A-
PARKING AUTHORITY**

Mr. Kimmel said that Mr. Kydes and Mr. Hempstead agreed to work with the Parking Authority and attended their meetings. He explained that this Ordinance addresses what happens if the Parking Authority decides to change fees mid-year. He said that this has been an exercise in good government.

**** MOTION PASSED UNANIMOUSLY**

**** MS. MELENDEZ MOVED TO APPROVE THE FOLLOWING ITEM:**

**2. APPROVE PROPOSED REVISIONS TO CITY CODE CHAPTER 103-
TAXATION §103-5**

Mr. Kimmel explained that most of the work was done at the Finance Committee and they sent the Senior and Disabled Tax Relief Ordinance to the full Common Council. They changed the Tier 1 tax relief from \$1,390 to \$1,400 per year and adjusted the qualifying income from \$42,900 to \$46,500. This change will allow more families to participate with a minimal cost to the City. Mr. Kimmel said that tonight, the Common Council is taking care of their youngest and oldest residents.

Mayor Rilling thanked Mr. Kimmel, Ms. Melendez, the Finance Committee, Mr. Barron and Mr. Stewart. He said any senior tax relief is always welcome and appreciated. He hopes that in the future, the threshold will be increased.

**** MOTION PASSED UNANIMOUSLY**

C. FINANCE COMMITTEE

Mr. Kimmel thanked all those involved and who spent a lot of time working to try and figure out the best way to address the operating requests of the Board of Education. He said they were frank, good, constructive discussions.

Mr. Kimmel said the Finance Committee voted unanimously to add \$1 million to the operating budget and it should come out of the fund balance, which will not add to the recommended tax levy.

**** MR. KIMMEL MOVED THE FOLLOWING ITEM:**

- 2. WHEREAS, SECTION 1-289 OF THE NORWALK CHAPTER REQUIRES THAT A MAJORITY OF THE COMMON COUNCIL VOTE TO ESTABLISH A SPECIFIC SPENDING LIMITATION ON LOCALLY FUNDED EXPENDITURES DURING THE PROCESS OF ESTABLISHING THE NEXT FISCAL YEAR'S OPERATING BUDGET.**

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NORWALK THAT:

THE MAXIMUM LIMIT ON TOTAL APPROPRIATIONS FOR THE CITY OF NORWALK FOR FISCAL YEAR BEGINNING JULY 1, 2017 SHALL BE NO MORE THAN \$329,667,112. THIS APPROPRIATION CAP REPRESENTS TOTAL EXPENDITURES OF \$348,908,852, LESS ESTIMATED INTERGOVERNMENTAL GRANTS OF \$19,241,740.

BE IT FURTHER RESOLVED, THAT THE RESULT OF THIS VOTE AND RESOLUTION, TOGETHER WITH THE ATTACHED 2017-18 BUDGET GUIDE BE FORWARDED BY THE CLERK OF THE CITY OF NORWALK TO THE BOARD OF ESTIMATE AND TAXATION.

**** MR. KIMMEL MOVED TO AMEND THE MOTION TO READ AS FOLLOWS:**

- 1. WHEREAS, SECTION 1-289 OF THE NORWALK CHAPTER REQUIRES THAT A MAJORITY OF THE COMMON COUNCIL VOTE TO ESTABLISH A SPECIFIC SPENDING LIMITATION ON LOCALLY FUNDED EXPENDITURES DURING THE PROCESS OF ESTABLISHING THE NEXT FISCAL YEAR'S OPERATING BUDGET.**

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NORWALK THAT:

THE MAXIMUM LIMIT ON TOTAL APPROPRIATIONS FOR THE CITY OF NORWALK FOR FISCAL YEAR BEGINNING JULY 1, 2017 SHALL BE NO MORE THAN \$329,967,112. THIS APPROPRIATION CAP REPRESENTS TOTAL EXPENDITURES OF \$349,208,852, LESS ESTIMATED INTERGOVERNMENTAL GRANTS OF \$19,241,740.

BE IT FURTHER RESOLVED, THAT THE RESULT OF THIS VOTE AND RESOLUTION, TOGETHER WITH THE ATTACHED 2017-18 BUDGET GUIDE BE FORWARDED BY THE CLERK OF THE CITY OF NORWALK TO THE BOARD OF ESTIMATE AND TAXATION.

Mr. Kimmel explained that the additional amount would come from the fund balance and be directed to the Board of Education. This increase will have no impact on the recommended tax levy.

Ms. Bowman asked Mr. Barron if the \$1.3 million is in his recommended budget. Mr. Barron said this represents a total of a \$3.3 million draw down from the fund balance. This is not an action that will jeopardize the fund balance in a year. For the next year, this will drop the City below the median, but he does not feel it will have a credit impact next year. His biggest concern is for the next year. At some point, they will have to stop drawing down from the fund balance. Rating agencies look for significant departures in the median.

Ms. Bowman said she heard Mr. Barron caution the Common Council and she does not want to see the City not listen to the professionals. She said that she wants to take heed and listen to the professionals. The Chair of the Board of Education made disparaging comments at the N.A.A.C.P. stating that they do not know what is best for the African American community. She said that people who represent the people going to the schools should be people who live in that neighborhood.

Mr. Corsello said he heard that by putting \$1.3 million in the budget, it will not be an increased cost to taxpayers. Mr. Barron said that it will not cost the taxpayers any more than his recommended amount. There will be no impact on the mill rate, but there will be a tax increase. The mill rate will remain at 2%.

Mr. Corsello asked if going forward, if no money comes out of the rainy day fund, will it impact taxes. Mr. Barron said that the Board of Education cannot be funded less than the previous year. He said it is a reasonable conclusion that the second year will have a larger tax increase.

Mr. Kimmel said that a municipality has to find a balance and it is a tough call. He said that he will listen to the Finance Director, but because of the ECS formula Norwalk is in dire straits to provide students a 21st century education. The Board of Education and the City are in a good position to make savings by going on to the State's insurance system.

Mr. Kimmel said it is important to spend for the schools and let the schools get the services they need.

Mr. Igneri said that Mr. Barron is conservative in his estimate and he is conservative in the grand list of development. Mr. Igneri said that he is optimistically looking at the grand list growth for help.

Mr. Simms said that they need to support the schools and he would like to see money put toward the education of the kids. Currently, Norwalk is ranked 82nd in the state; that shows a failing school system. He said that he wants to be sure the kids are getting a top of the line education.

Ms. Bowman said that half of the budget goes to the Central Office and not to the schools. She said she wants to hear what the programs do. She wants to hear that kids are not in study halls. If the Board of Education is getting the money from the rainy day fund, she said she wants them to report what they did – what went well and what went wrong.

Ms. Bowman said the taxpayers cannot afford to see an increase and get nothing back from the schools. She said that she wants to see results next year.

**** THE AMENDMENT AS PRESENTED PASSED WITH ONE (1)
ABSTENTION (MR. SIMMS)**

Mr. Hempstead said that this is his 14th operating budget. He said that when money is assigned to a particular effort, it needs to be associated with a particular measurable goal.

Mr. Hempstead said that he was perplexed. He said that he heard too much about Common Council leadership, and asked to call it what it is. He said that the leadership of the Democratic party made the decision. No one from the minority party was invited to any of the closed door meetings. He said that all 15 Common Council members were elected by a majority of the people they represent. Mr. Hempstead said that when he sees comments that a news agency has information before they do, he questions why they invite the public in for a public hearing. He said that the Fix it First guys should mind their own business and suggested they start with the ECS funding.

Mr. Hempstead said that he was happy the parties came together to accomplish the budget, but the process was partisan and not inclusive.

Ms. O' Toole Giandurco said she received breaking news from Nancy on Norwalk. She said that it is disheartening to hear that it is a done deal.

Ms. Maggio suggested that she was not invited because she is supposed to be an extremely conservative Republican. She said that she is a mom with three kids in the

Norwalk Public school system and would have made the recommendation to fund the budget. She said that she is not doing her constituents any service if she does not have the chance to say what the people in her district are feeling. She said that the people who voted for her matter.

Mr. Kimmel recalled phone conversations to keep Mr. Hempstead in the loop. He said that he did not know they were going to reach an agreement. He told Mr. Hempstead he does not know where he stands. He said that when he was in the Minority, he made his position clear.

Ms. Bowman said she hoped the capital budget was not yet decided. The South Norwalk community loudly voiced an opinion about building a new school in South Norwalk. Although the location would be in South Norwalk, the school would not serve South Norwalk children. There is no plan to build a neighborhood school in South Norwalk.

Ms. Bowman pointed out that they are talking about over enrollment and based on immigration, all the research may not be relevant. She said that she hoped no one is making deals regarding the capital budget.

Mr. Hempstead asked how many meeting with the Board of Education, Superintendent and Common Council members took place and asked how many were the four Republicans invited to. He said that he did not recall anyone being invited. He said that he received e-mails. He noted that he does keep things close, because he wants to hear from the public.

Mr. Hempstead said that he will vote in favor of the budget, because it is the right thing to do, but it is a question of how it was done. He said that he hoped the Board of Education will be able to deliver what they say they can.

Mr. Igneri said that long ago, he spent time in the Minority position and felt ignored. He said they were flawed in the way they do things. Both sides made errors and he apologized and asked to sit down to move forward on this.

**** MOTION AS AMENDED PASSED UNANIMOUSLY**

ADOPTED BY MAJORITY

VOTE: 14 IN FAVOR AND 0 AGAINST

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions presented this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no motions postponed this evening.

X. SUSPENSION OF RULES

**** MR. IGNERI MOVED TO APPROVE SUPPORTING THE DECISION TO APPLY FOR A GRANT TO HELP CREATE A NORWALK INNOVATIVE DISTRICT**

Mr. Bonenfant asked for information. Ms. Stocker explained the item and said that it is a private collaborative group. This entity is applying for a grant from the State; this is not a City of Norwalk endeavor. If they are not funded by the State, they are hoping a corporation will fund them. The program requires the legislative bod of the City to show proof of their support of the application by submitting a letter of support.

Ms. Bowman said that she would like to see the applicants at this meeting. Ms. Stocker said this came up suddenly. Mr. Simms said that this item should go back to committee. Mr. Igneri said that they are sending a letter to the State saying that the City is interested in having an Innovative District in Norwalk. Mr. Simms said that he is not comfortable approving this request because he does not know who they are and there is no backup information.

Mayor Rilling asked if this item could go before the Common Council at their next meeting. Ms. Stocker said the letter is needed by April 1st. Mr. Kydes said he has a Planning Committee meeting this Thursday.

**** MR. KYDES MOVED TO TABLE THIS ITEM AND SEND IT TO THE PLANNING COMMITTEE**
**** MOTION PASSED UNANIMOUSLY**

XI. ADJOURNMENT

**** MR. IGNERI MOVED TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 9:04 p.m.

ATTEST: Donna King, City Clerk



VII.A

TO: Common Council Members
FROM: Bruce J. Chimento, PE, Director of Public Works
Date: March 9, 2017
RE: Safety Markings Inc.

As you may know, there has been some questions raised concerning some allegations made by employees of Safety Markings Inc. I was asked by the DPW Committee to elicit a response from the company. Attached is that response.

Safety Markings was the low bidder for our street markings in 2015--2016 and has agreed to hold the same prices for this year. The Department is requesting an amendment to the contract to allow us to continue with our street marking program. The item appears on your agenda for action.

SMC **Safety Marking Inc.**

Established 1973

An Equal Opportunity Employer M/F

"OUR REPUTATION IS BUILT ONE LINE AT A TIME."

March 8, 2017

Paul Sotnik, P.E.
Senior Civil Engineer
City of Norwalk – Department of Public Works
125 East Avenue
Norwalk, CT 06856-5125

Re: TRF2015-1

Dear Mr. Sotnik:

I am writing in response to your request for information pertaining to the lawsuit filed by two former employees under 42 U.S.C. Sec. 1981, relating to the conduct of five Safety Marking employees that occurred sometime between 2008-2012. In March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. Following the verdict, both CT DOT and NY DOT did their due diligence and investigated Safety Marking and its practices and both concluded that there were no findings of non-responsibility. Both confirmed Safety Marking's status as a responsible contractor and Safety Marking was awarded the contracts.

Safety Marking believes strongly in its EEO policies and employs approximately 50% minorities. Safety Marking and its management do not tolerate harassment or discrimination of any kind and communicate our Company's policies and Complaint Procedures with each and every employee. Our Company's Employee Handbook was updated in 2015 and includes all policies and procedures and was distributed and gone over with every employee by our new Human Resources Manager who was hired in January 2015. All of our employees, supervisors and managers attend mandatory annual training that is conducted each year by our Human Resources Manager which covers Harassment training and our Company's EEO Policy. And our EEO Policy is posted on our bulletin boards at each of our locations as well as in our Compliance Books that we have on our work sites.

Our company prides itself on our Company's 360 Review processes which we have been doing since 1997. This process gives each employee the opportunity to evaluate every employee, supervisor and manager that he/she works with in the company and has the opportunity to confidentially review the person's ability, attitude and how the person helped, taught or provided the tools to help the employee do their job. In the past, I conducted these reviews with every employee. Last year, we enhanced the process and now each employee meets with three other members of our management team in addition

255 Hancock Avenue, Bridgeport, Connecticut 06605 Phone: 203-333-6870 FAX: 203-333-9099

59 Stillson Road, Richmond, Rhode Island 02898 Phone: 401-539-1016 FAX: 401-539-3153

84 Sylvester Street, Westbury, NY 11590 Phone: 516-333-0489 FAX: 516-334-0813

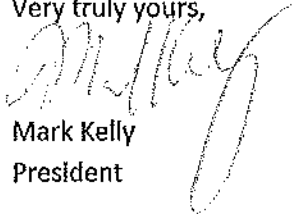
www.safetymarking.net

to me in their review process. Each employee sits down with the Safety Director, the Operations Manager, the Human Resources Manager and then myself. During these meetings the employee is able to discuss the pertinent aspects of their job, bring up any ideas or suggestions they may have on making things better or any problems or concerns that they may have as well. We spend over three months each year on the employee review process and take it very seriously to ensure that our employees are in the right position, getting the right tools and training to do their job and address any concerns that they bring to our attention.

Safety Marking, Inc. is committed to providing a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits any unlawful discriminatory practices. Through our continued communications, training and Open Door Policy that we have with our employees, we are confident that our employees feel good about the company that they work for. Unfortunately, anyone can accuse you of something without any witness or proof that it in fact occurred and all you can do is defend yourself. There were many facts that we were not allowed by the judge to be presented to the jury in our defense case which if allowed may have led to a different outcome. But the process is far from being perfect and the grievous errors of law and rulings by the judge only compounded our fate.

Please feel free to contact me with any questions or if you require any further information pertaining to this matter. I would be happy to speak with you more on this and welcome you to visit our operation so that you have a better understanding of everything. I would be happy to give you a tour of our facility and have you meet our Safety Marking family.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Mark Kelly', is written over the typed name and title.

Mark Kelly
President



CITY OF NORWALK
Paul L. Sotnik, P.E.
Senior Civil Engineer
psotnik@norwalkct.org
P: 203-854-7891 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Bruce J. Chimento, P.E. – Director of Public Works
Lisa Burns, P.E. - Principal Engineer

CC: Lisa Burns, P.E. - Principal Engineer
Mike Yeosock, P.E. – Assistant Principal Engineer

FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer, D.P.W. *P.L.S.*

REF: Project TRF2015-1, Proposed Pavement Markings, Symbols & Legends at Various Locations

DATE: January 24, 2017

The Department of Public Works opened Bids for the above referenced Project on July 21, 2015. At that time only two companies submitted bids for the project and the Common Council approved awarding the contract to Safety Marking Inc. as the lowest responsible bidder. The Department is seeking to execute a second amendment to the current contract that Safety Marking Inc. has with the City in the amount of \$300,000.00.

In reviewing the approved 2016/2017 Capital budget funds for pavement markings and the large amount of new work that should be done, we are requesting the remainder of the available funds in the budget, \$300,000.00, be added to the contract so that more work can be done in 2017. In addition, there is also a quantity of pavement markings for Bicycle facilities that is to be done in 2017.

The Department is in receipt of a letter from Mr. Mark Kelly, the President of Safety Marking Inc. stating that they would be interested in executing a second amendment to their current contract and more importantly, that they will hold the bid prices from the 2015 contract. The Department feels that it would be in the best financial interest of the City to execute the second amendment, rather than putting the contract out to bid again for the following reasons.

- 1.) This type of work is specialty work that requires special equipment that most contractors don't have.

- 2.) There is very little competition since there are not many contractors in the State of Connecticut that perform this type of work. This is evidenced by the fact that we only received two bids when the contract was advertised in 2015.

Therefore, I would like to request that the following item be included on the Agenda for the February 7, 2017 Public Works Committee meeting for approval.

- 1.) Authorize the Mayor, Harry W. Rilling, to execute a second Amendment to the September 18, 2015 agreement with Safety Marking Inc. for Project TRF2015-1 Proposed Pavement Markings, Symbols & Legends at Various Locations for a sum not to exceed \$300,000.00.

Account No. 09-17-0421-5777-C0562

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

Safety Marking Inc.

Established 1973
An Equal Opportunity Employer M/F

"OUR REPUTATION IS BUILT ONE LINE AT A TIME."

January 19, 2017

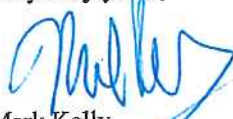
CITY OF NORWALK
Dept of Public Works
125 East Avenue
Norwalk, CT 06856-5125
Attn: Paul Sotnik, PE, Sr Civil Engineer

RE: Project TRF2015-1 – Second Amendment to Contract

Dear Mr. Sotnik:

Safety Marking, Inc. will be pleased to execute a Second Amendment to the above referenced contract under the same prices, terms and conditions of the original contract. Thank you.

Very truly yours,


Mark Kelly
President

MK.css

Project Number: TRF2015-1

Bid Date:

7-21-15

Project Name: PROPOSED PAVEMENT MARKINGS, SYMBOLS & LEGENDS AT VARIOUS LOCATIONS

Item	Description	Quantity	Unit	Apparent Low Bidder			Second Bidder			Third Bidder			Engineer's Estimate	
				Unit Price	Amount		Unit Price	Amount		Unit Price	Amount		Unit Price	Amount
1210.1000	EPOXY RESIN PAVEMENT MARKING - 4" YELLOW	1,000.00	LF	\$0.30	\$300.00		\$0.23	\$225.00		\$0.00	\$0.00		\$0.00	\$0.00
1210.1100	EPOXY RESIN PAVEMENT MARKINGS - 4" DOUBLE YELLOW	75,000.00	LF	\$0.43	\$32,250.00		\$0.45	\$33,750.00		\$0.00	\$0.00		\$0.00	\$0.00
1210.2000	EPOXY RESIN PAVEMENT MARKINGS - 4" WHITE	50,000.00	LF	\$0.21	\$10,500.00		\$0.23	\$11,250.00		\$0.00	\$0.00		\$0.00	\$0.00
1210.2300	EPOXY RESIN PAVEMENT MARKINGS - 12" WHITE	4,500.00	LF	\$1.97	\$8,865.00		\$2.40	\$10,800.00		\$0.00	\$0.00		\$0.00	\$0.00
1210.3000	EPOXY RESIN PAVEMENT MARKINGS - SYMBOLS AND LEGENDS	3,000.00	SF	\$2.45	\$7,350.00		\$3.00	\$9,000.00		\$0.00	\$0.00		\$0.00	\$0.00
1211.0000	REMOVAL OF PAVEMENT MARKINGS	1,000.00	SF	\$0.90	\$900.00		\$0.45	\$450.00		\$0.00	\$0.00		\$0.00	\$0.00
					\$60,165.00			\$65,475.00			\$0.00			\$0.00

Apparent Low Bidder = Safety Marking, Inc. Bridgeport, CT

Second Bidder = Hi-Way Safety Systems, Inc. Rockland, MA

Third Bidder = N/A



DEPARTMENT OF PUBLIC WORKS

BID SHEET

PROJECT: PM2017-1

PAVEMENT MANAGEMENT PROGRAM

DATE: THURSDAY, FEBRUARY 23, 2017 2:00 P.M.

BIDDER	BID AMOUNT	BID BOND
Deering Construction, Inc. 20 Sheehan Avenue Norwalk, CT 06854	\$ 3,538,182.00	%15 Travelers Insurance
FGB Construction Company 158 Bouton Street Norwalk, CT 06854	\$ 3,742,507.00	%15 The Hartford Bond Claim Department
The Grasso Companies, LLC 314 Wilson Avenue Norwalk, CT 06854	\$ 3,410,044.00 Apparent Low Bidder	%15 Lexon Insurance
Laydon Industries, LLC 51 Longhini Lane New Haven, CT 06519	\$ 3,836,940.00	%15 Travelers Insurance
Waters Construction Co., Inc. 300 Bostwick Avenue Bridgeport, CT 06605	\$ 4,413,668.50	%15 AIA



South Norwalk Electric and Water
A Municipal Utility System
Serving the Needs of the Community

PAUL YATCKO, General Manager

KEVIN BARBER, Director of Finance & Services
ERIC D. STROM, Director of Customer Care
THOMAS F. VILLA P.E., Director of Water Operations

January 9, 2017

Hon. Harry W. Rilling
Mayor of the City of Norwalk
125 East Avenue
Norwalk, CT 06856-5125

Timothy T. Sheehan
Executive Director
Redevelopment Agency of the City of Norwalk
125 East Avenue
Room 202
Norwalk, CT 06856-5125

Re: *Letter of Understanding by and between the City of Norwalk, Connecticut, the Redevelopment Agency of the City of Norwalk, and The Second Taxing District of the City of Norwalk, Connecticut, acting by and through, South Norwalk Electric and Water ("SNEW") in connection with the changes to the electric utility infrastructure and the Day Street and Raymond Street Construction Project*

Dear Mayor Rilling and Mr. Sheehan:

Please treat this document as a Letter of Understanding outlining the terms and conditions required of the City of Norwalk, The Redevelopment Agency of the City of Norwalk, and The Second Taxing District of the City of Norwalk, acting by and through, South Norwalk Electric and Water (hereinafter "SNEW"), in connection with the changes to the electric utility infrastructure and the Day Street and Raymond Street Construction Project. The City of Norwalk and the Redevelopment Agency of the City of Norwalk hereby acknowledge the Rules and Regulations of SNEW with regard to the provision of electrical services to SNEW customers.

The scope of the work to be undertaken by SNEW to its electric utility infrastructure for the Enabling Project and the Road Reconstruction Project are outlined herein.

South Norwalk Electric and Water
P.O. Box 468
164 Water Street
Norwalk, CT 06856-0468
Telephone: (203) 866-4446
FAX: (203) 854-0609

Electric Operations
P.O. Box 400
1 State Street
Norwalk, CT 06856-0400
Telephone: (203) 866-3366
FAX: (203) 899-7491

Water Operations
164 Old Boston Road
Wilton, CT 06897
Telephone: (203) 762-7884
FAX: (203) 834-0578

General Description of the Scope of the Work for the Enabling Project: As part of the rebuilding of the Washington Village Housing Complex, the City of Norwalk will be reconstructing Day Street and Raymond Street. Commencement of the Road Reconstruction Project is anticipated in 2017. Utility modifications will be required in advance of the Road Reconstruction project, and are called "The Enabling Project". The purpose of the Enabling Project is to allow utility modifications on the existing poles so that the Road Reconstruction Project can proceed without needing to wait for the utility companies to modify their infrastructure at that time. The Road Reconstruction Project will raise the grade on Day Street between Elizabeth Street and Concord Street, and on Raymond Street between South Main Street and Water Street which will reduce the mandatory, required clearance for all existing overhead utilities in this area. In order to accommodate this change in grade, the Enabling Project will modify the overhead electric distribution system by a combination of re-feeding a portion of its primary overhead conductors, replacing a portion of its overhead conductors and temporarily eliminating a portion of its overhead conductors. The work will also include physically raising its overhead conductors and equipment where necessary to provide adequate clearance for the communication utilities that currently exist on its poles.

The 3-phase primary overhead conductors running from Pole #867 located on Raymond Street at the intersection of South Main Street will be re-fed from South Main Street Pole #SM38. Thereafter, the 3-phase primary conductors on Day Street in the vicinity of Raymond Street from Pole #860 to Pole #872 will be removed. The 3-phase primary conductors on Day Street will remain from Pole #847 to Pole # 860. The 3-phase conductors on Day Street from Pole 872 to Pole # 644 at Concord Street will be modified by removing two (2) of the phases, and leaving a single phase to feed up to Pole # 872 from Concord Street. Pole-top extensions will be utilized as needed to provide clearance for all utilities in the area where the grade will be raised. In addition, a primary underground feed will be required on Day Street from MH49 at Hanford Place to MH70 at Concord Street to accommodate the removal of the 3 phase overhead conductors including the risers at poles 847 and 644.

This work to the SNEW electric utility infrastructure will be required to accommodate the Road Reconstruction Project.

Additional work to the SNEW electric utility infrastructure will be required in conjunction with the Road Reconstruction Project in order to provide electric service to the Washington Village Housing Complex and other adjacent properties, which will be affected. Additional modifications to the SNEW electric utility infrastructure will be required during the Washington Village Housing Complex Project, and will be the subject of a Letter of Understanding with the developer at a later date.

General Description of the Scope of the Work for the Road Reconstruction Project: The Road Reconstruction Project proposes to eliminate the utility poles and overhead utilities on Day Street from Elizabeth Street to Concord Street, and on Raymond Street from South Main Street to Water Street. All overhead utilities will be relocated underground. In addition, the road reconstruction effort will include raising the grade at the intersection of Day Street and

Raymond Street by approximately five (5) feet more or less, this will also include modifying the services at 85 Hanford Place, 123 Water Street, 3 Raymond Street, 8 Raymond Street, 10 Raymond Street and 86 South Main Street.

The Road Reconstruction Project's contractor will include all conduit, hand-hole installations, raising of manholes and modifying existing services and load centers. SNEW will provide assistance and support to the Road Reconstruction Project contractor and will provide the labor and materials and equipment associated with the electrical conductors and devices.

As such, the City of Norwalk, The Redevelopment Agency of the City of Norwalk, and SNEW agree to the Scope of Work for the Enabling Project and the Road Reconstruction Project as detailed below (as amended based on actual field conditions) and further agree to complete their respective responsibilities and services detailed in the Scope of Work.

Scope of Work for the Enabling Project:

SNEW will assist the City of Norwalk and the Redevelopment Agency of the City of Norwalk to relocate the electrical facilities for the Enabling Project as set forth below and as shown in the cost estimates of Exhibit A and in the map of Exhibit B, including but not limited to:

1. Re-feed primary overhead wires, remove primary wires from poles and raise secondary wires. Some of these poles will be removed earlier in the project stage and some later. SNEW's cost includes temporary work and the permanent removal of poles for disposal.
2. Install 3 - phase copper 500 mcm primary from MH49 thru MH88, 76, 77, 70 to riser pole 644 on Concord and Day Street which will be replaced. Contractor will install 1500 feet of 3-phase copper 500 mcm fully jacketed concentric neutral cable terminating all ends to SNEW's standard. SNEW will assist when needed.
3. Install 5" riser to pole 644 with steel sweeps attach to pole with standoff brackets and install 40' of rigid pipe up pole.
4. Install 5" riser to pole 847 with steel sweeps attach to pole with standoff brackets and install 40' of rigid pipe up pole.

The City of Norwalk and/or the Redevelopment Agency of the City of Norwalk will:

1. Supply all required and necessary traffic control by the Norwalk Police Department at its cost and expense and/or will reimburse SNEW for the cost of all required and necessary traffic control by the Norwalk Police Department.
2. Pay any invoices for labor, materials, equipment and/or traffic control (as applicable) for each phase of the relocation of the electric facilities. Invoices to be submitted on a monthly basis.

Scope of Work for the Road Reconstruction Project:

SNEW will assist the City of Norwalk and the Redevelopment Agency of the City of Norwalk to modify and relocate the electrical facilities for the Road Reconstruction Project as set forth below and as shown in the cost estimates of exhibit C and in the map of Exhibit D, including but not limited to:

1. Raising of MH76 on Day and Raymond Street. SNEW's cost to de-energize between MH77 thru MH76 thru MH88 to MH49. The church located at 7 Raymond Street that is served off of MH87 on Raymond Street will be de-energized also. Contractor will install 6'x 6' precast concrete riser and will be responsible for all time and material to complete the job. SNEW will also need a sign off that the riser and vault is structurally engineered. This vault also required a switch to be installed for the project.
2. Raise MH77 on Day Street with a chimney 3'6" for grade change. Contractor responsible for all time and material, 3'6" riser can be built by contractor with concrete rings or solid blocks. SNEW will give support when needed.
3. Increase the size of #7 Raymond Street transformer from 45 KVA to 150 KVA. Install 2-5 inch schedule 40 PVC pipe encased in concrete from transformer vault to MH87. Install 2-5 inch schedule 40 PVC pipe from MH87 to the hand hole at #86 South Main Street and across Raymond Street to the hand hole at #8 Raymond Street. Install 3 phase copper 500 mcm 600v secondary from transformer vault thru MH87 thru H20 hand holes at #86 South Main Street and #3 Raymond Street.
4. Incorporate 85 Hanford Place primary and conduit from pole 852 on Day Street to MH49.
5. Install 3 phase copper 500 mcm 600v secondary from the transformer at building B on Raymond Street thru two H20 hand holes to 123 Water Street. 123 Water Street has two different voltages feeding that building and the contractor will modify the services to 120/208v.

The City of Norwalk and/or the Redevelopment Agency of the City of Norwalk will:

1. Supply all required and necessary traffic control by the Norwalk Police Department at its cost and expense and/or will reimburse SNEW for the cost of all required and necessary traffic control by the Norwalk Police Department.
2. Pay any invoices for labor, materials, equipment and/or traffic control (as applicable) for each phase of the relocation of the electric services.
3. The Road Reconstruction Project's contractor will include all conduit, hand-hole installations, raising of man holes and modifying existing services and load centers.

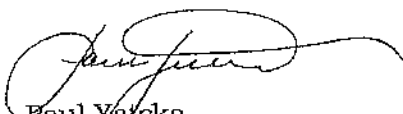
Indemnification:

1. The City of Norwalk and the Redevelopment Agency of the City of Norwalk agree to indemnify, defend, and hold SNEW, and its Commissioners, electors, employees, servants, and agents harmless against all claims, actions, suits, liability, reasonable attorney's fees, court costs, penalties and interest, or other costs and fees, arising out of the scope of the work, directly or indirectly relating to, resulting from or arising out of any negligence, willful act or omission and/or liability by the City of Norwalk and/or the Redevelopment Agency of the City of Norwalk, and its agents, servants, employees, contractors, and/or subcontractors in the performance of this agreement.
2. SNEW agrees to indemnify, defend, and hold the City of Norwalk and/or the Redevelopment Agency of the City of Norwalk harmless against all claims, actions, suits, liability, reasonable attorney's fees, court costs, penalties and interest, or other costs and fees, arising out of the scope of the work, directly or indirectly relating to, resulting from or arising out of any negligence and/or willful act or omission by SNEW and its agents, servants, and/or employees in the performance of this agreement.

In consideration for the labor, material, and equipment provided by SNEW as part of the Scope of the Work for the Enabling Project and the Road Reconstruction Project, The City of Norwalk and the Redevelopment Agency of the City of Norwalk agree to reimburse SNEW for its actual costs incurred. The estimated costs are attached hereto for the Enabling Project as Exhibit A in the amount of \$270,140.00 and the Road Reconstruction Project as Exhibit C, in the amount of \$120,724.00. The City of Norwalk and the Redevelopment Agency of the City of Norwalk further agrees to pay a deposit toward the cost of materials to SNEW in the amount of \$185,460.00 to be submitted herewith. Once the Scope of the Work tasks are complete, the actual cost will be applied, and SNEW will invoice the City of Norwalk and the Redevelopment Agency for the actual costs of the project. Further, the City of Norwalk and the Redevelopment Agency of the City of Norwalk agree to pay any additional costs incurred beyond the estimated costs attached hereto in Exhibit A.

Please sign this document and return the original with your deposit check in the amount of **\$185,460.00** to me at South Norwalk Electric & Water, One State Street, Norwalk, CT 06856.

Sincerely,



Paul Yatcko
General Manager & CEO

Hon. Mayor Rilling
Mr. Timothy Sheehan
Page 6
January 9, 2017

AGREED TO AND ACCEPTED BY:

THE CITY OF NORWALK

By: _____
Harry W. Rilling, Mayor

Date: _____

THE REDEVELOPMENT AGENCY OF THE
CITY OF NORWALK

By: _____
Timothy T. Sheehan, Executive Director

Date: _____

Exhibit A

COST ESTIMATE FOR THE ENABLING PROJECT SCOPE OF WORK INDICATED (numbered items correspond to the numbered items above):

1. Refeed primary overhead wires, remove primary wires from poles and raise secondary wires

Labor - \$48,000.00
Equipment - \$20,400.00
Material - \$1200.00
NPD Traffic Control - \$4,000.00
Total - \$73,600.00

2. 500 MCM Cable Installation

Labor - \$38,400.00
Equipment Material - \$15,000.00
Material - \$83,000.00
NPD Traffic Control - \$12,000.00
Total - \$148,400.00

3. Riser Pole 644 Concord Street

Labor - \$8,640.00
Equipment - \$1,440.00
Material - \$11,860.00
Total - \$21,940.00

4. Riser Pole 847 Elizabeth Street

Labor - \$3,200.00
Equipment - \$3,500.00
Material - \$19,500.00
Total - \$26,200.00

Grand Total:

Labor - \$98,240.00
Equipment - \$40,340.00
Material - \$115,560.00
NPD Traffic Control - \$16,000.00
Grand Total - \$270,140.00

Exhibit B: Day St and Raymond St Enabling Project

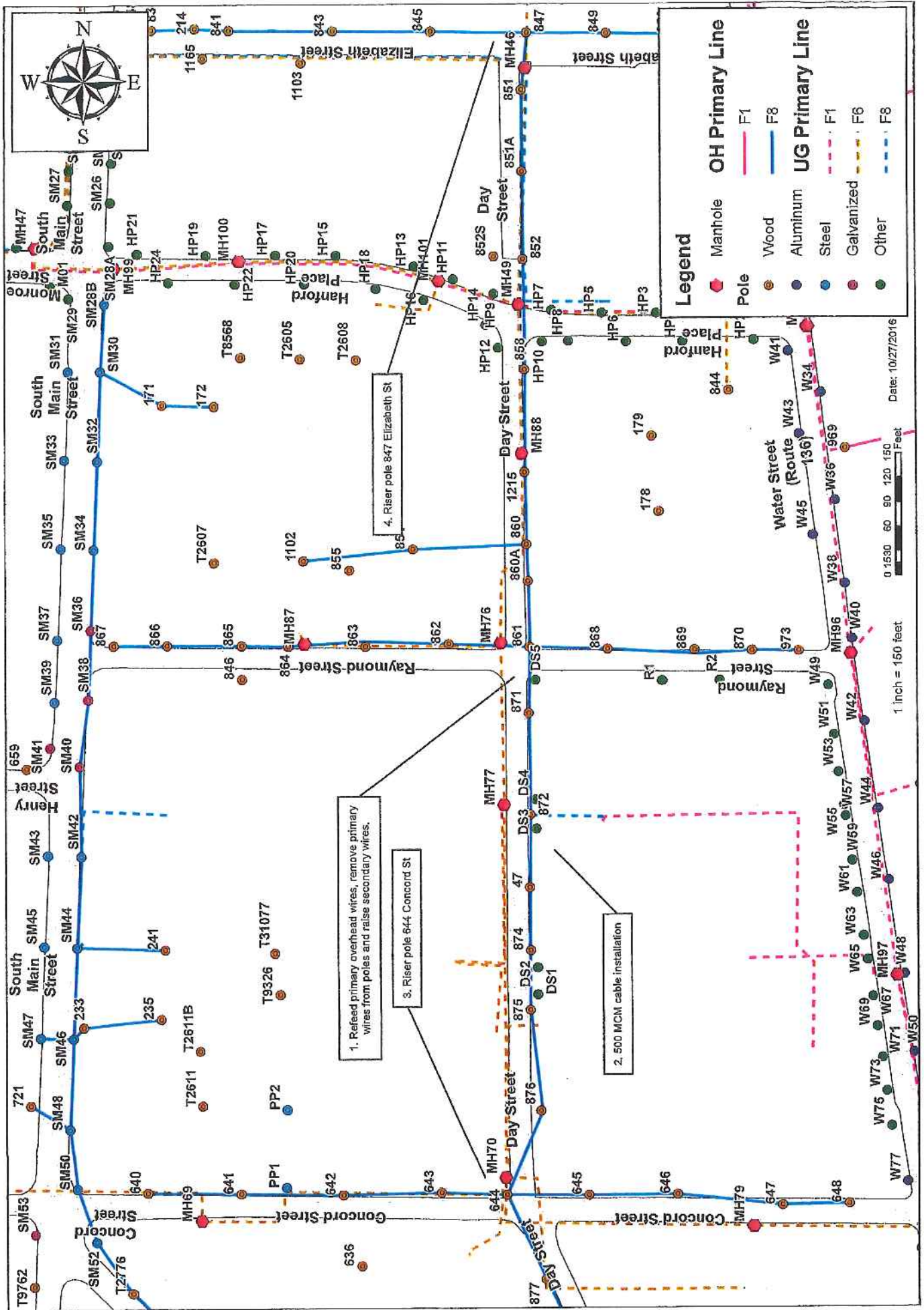


Exhibit C

**COST ESTIMATE FOR THE ROAD RECONSTRUCTION PROJECT SCOPE OF WORK INDICATED
(numbered items correspond to the numbered items above):**

1. Raise MH76 – 5 Feet

Labor - \$4,800.00

Equipment - \$1,200.00

Material - \$26,000.00

Total - \$32,000.00

2. Raise MH77 – 3 Feet 6 Inches

Labor - \$7,700.00

Equipment - \$804.00

Material - \$10,000.00

Total - \$18,504.00

3. 7 Raymond Street Transformer

Labor - \$15,600.00

Equipment - \$3,840.00

Material - \$14,400.00

Total - \$33,840.00

4. 85 Hanford Place Service

Labor - \$5,600.00

Equipment - \$1,200.00

Material - \$4,000.00

Total - \$10,800.00

5. 123 Water Street Service

Labor - \$8,640.00

Equipment - \$1,440.00

Material - \$15,500.00

Total - \$25,580.00

Grand Total:

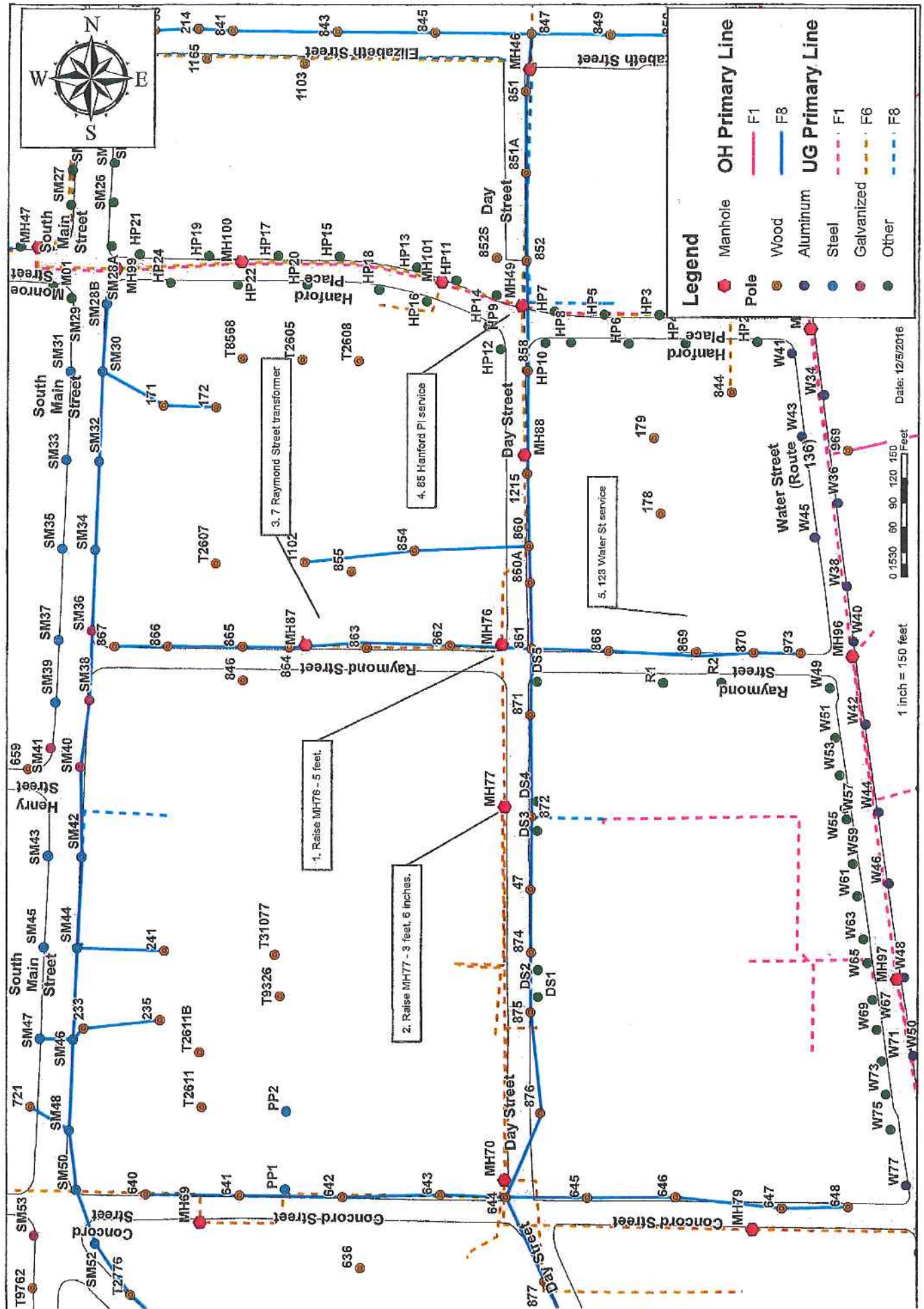
Labor - \$42,340.00

Equipment - \$8,484.00

Material - \$69,900.00

Total - \$120,724.00

Exhibit D: Day St and Raymond St Road Reconstruction Project





ATTACHED, PLEASE FIND THE *ESTIMATED COST FOR CUSTOMER REQUESTED TELEPHONE PLANT RELOCATION*.

SIGN AND PRINT YOUR NAME ALONG WITH YOUR TITLE AND COMPANY NAME IN THE SPACE PROVIDED ON THE BOTTOM OF THE FORM. ATTACH A CHECK FOR THE ESTIMATED COST AND **RETURN WITH THE COMPLETED FORM**. PRICING IS VALID FOR 60 DAYS.

- IMPORTANT: WHEN THE WORK IS COMPLETED, ADDITIONAL CHARGES OR A REFUND OF THE ESTIMATED COST MAY BE DUE TO/FROM THE CUSTOMER.
- PLEASE PROVIDE OR VERIFY THE NAME AND ADDRESS OF THE CUSTOMER RESPONSIBLE FOR THE BILL OR REFUND IN THE CUSTOMER AUTHORIZATION SECTION OF THE FORM.
- PLEASE MAKE CHECKS PAYABLE TO FRONTIER COMMUNICATIONS. NO CREDIT CARDS OR PURCHASE ORDERS ARE ACCEPTED.
- ALL U.S. MAIL ITEMS, UPS ITEMS, AND INTRA-COMPANY PACKAGES MUST HAVE A RETURN ADDRESS.

PLEASE NOTE THAT THE NORMAL MAIL PROCESSING TIME WILL BE EXPECTED TO TAKE AT LEAST ONE WEEK. . FOR YOUR CONVENIENCE, AN ADDRESS FOR OVERNIGHT MAIL IS INCLUDED ON THE FORM.



form 3/89

02/23/17

DATE

ESTIMATED COST FOR CUSTOMER REQUESTED TELEPHONE PLANT RELOCATION**CUSTOMER'S AUTHORIZATION**

CUSTOMER'S NAME	CUSTOMER'S TELEPHONE NO./FAX NO.		
City of Norwalk	203-854-7879	DBERNDLMAIER@norwalkct.org	
CUSTOMER'S ADDRESS, CITY, STATE, ZIP CODE	CONTACT POINT		
125 East Avenue rm 225, Norwalk, CT 06851	Drew Berndlmaier, Sr. Engineer		
BILLING ADDRESS (IF DIFFERENT FROM ABOVE):	CUSTOMER'S BILLING TELEPHONE NO.		

We have made an estimate of the cost to Frontier Communications for the work involved in your recent request. This estimate and a description of the required work is shown below.

Only Frontier's costs have been included in this estimate. Any costs involving other utilities, etc., associated with your request are not a part of this agreement and must be handled by you on a separate basis.

It is mutually understood by Frontier and the customer that the signing of this authorization form constitutes a binding contract subject to the condition that Frontier receives signed authorization and an advance payment of the entire estimated cost. It is also understood that performance of this work will be scheduled with consideration for Frontier's normal requirements to provide telephone service.

If you wish to have requested work scheduled, please:

Sign the authorization below, retaining a copy for your records.

Forward the signed authorization with an advance payment for the entire estimated cost. A return envelope has been included. This amount is an estimate only. When work is completed, any additional charges may be billed to you. Any overpayment will be refunded to you.

Indicated below are the number of days advance notification required to properly schedule this job.

PURPOSE OF WORK		LOCATION OF WORK		
Raise Cables and Equipment		Corner of Raymond and Day Streets area		
DESCRIPTION OF WORK				
Raise Cables and Equipment at poles 1215 to 872 Day St & poles 868 to 863 Raymond St				
ESTIMATED COST	NOTIFICATION	ENGINEER	TELEPHONE	PROJECT NO.
\$40,463.41	60 days	John Main	203-383-9758	3106671

Authorization:

I do hereby warrant that I am empowered to authorize performance of the above described work, that I do so, and that I agree to assume responsibility for all costs incurred by Frontier associated with this work.

AUTHORIZATION SIGNATURE

PRINT SIGNATURE

TITLE/COMPANY NAME

CONTROLLER'S USE ONLY

DATE FWD. TO CUSTOMER

REMARKS

MAIL TO: Attn: CR Billing/CASE 18
Frontier Connecticut
5 TH FLOOR
310 ORANGE STREET
New Haven, CT 06510



CITY OF NORWALK
Drew Berndlmaier, PE, MBA
Senior Engineer
dberndlmaier@norwalkct.org
norwalkct.org
P: 203-854-7879 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, Room 225
Norwalk, CT 06856-5125

MEMORANDUM

TO: Bruce J. Chimento, P.E. – Director of Public Works
Lisa Burns, P.E. - Principal Engineer

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

REF: Project – Raymond & Day Streets Improvement Project

DATE: March 3, 2017

The Department of Public Works has advertised for qualifications for a Construction Management at Risk (CMR) contract, to facilitate the Raymond and Day Streets Improvement Project. Three submittals were received and all three candidates were interviewed.

The panel, consisting of Lisa Burns (DPW Principal Engineer), Drew Berndlmaier (DPW Sr Engineer), Susan Sweitzer (Redevelopment Senior Project Manager), Alan Lo (Norwalk Building & Facilities Manager) and Joseph Virgadula (CDM Smith – Consultant) rated each candidate's qualifications and interview answers, which resulted in a unanimous decision to recommend the selection of O&G Industries, Inc. The panel took a step further to request proposed Pre-Construction Fees, Construction Manager Fees and General Conditions for a 12 month period, from both O&G Industries Inc. and their runner up, DIMEO (see attached proposals).

The panel was once again unanimous in its decision to recommend awarding this CMR contract to O&G Industries, Inc. Once an agreement is established, the CMR will be responsible to procure bid contracts that meet both City and Grant requirements. The existing design is substantially complete and the construction costs have been fairly estimated. The CMR will establish utility agreements with each utility involved, based on pre-determined estimates provided by each utility. The amount of this Award is to cover all pre-construction, procurement, construction, utility and construction management related expenses, to complete this project.

Time is of the essence to start work on this project. Once all bid proposals are advertised and awarded, the CMR will be able to provide a Guaranteed Maximum Price and a construction schedule, to be incorporated within the City's contract with the CMR.

Authorize the Mayor, Harry W. Rilling to execute an Agreement with O&G Industries, Inc. for Construction Manager at Risk services pertaining to the Raymond & Day Streets Project, for a sum not to exceed \$8,900,000.

Account No.

0916 0910 5777 C0560

0917 0910 5777 C0560

Reimbursable \$4M Grant (CDBG – Project C0560)

Proposed Escrow Agreement w/ Trinity Washington Village Limited Partnership (\$484,000)

Proposed Escrow Agreement w/ Spinnaker Real Estate Partners, LLC (\$71,500)

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



March 2, 2017

Mr. Drew Berndlmaier, PE, Senior Engineer
Department of Public Works
City of Norwalk
City Hall
125 East Avenue
Norwalk, CT 06856

RE: Construction Management Services
Raymond and Day Street Improvements
Fee Proposal

Dear Mr. Berndlmaier:

O&G Industries, Inc. is pleased to offer our Fee Proposal for Construction Management Services for the Raymond and Day Street Improvements project, as requested per your email dated February 27, 2017.

Thank you for your time and consideration. We look forward to working with you and the City of Norwalk on this exciting and challenging project.

Respectfully,
O&G INDUSTRIES, INC.

Aaron L. Mednick
Vice President

ALM/mjc
Enclosures
cc: file

O&G INDUSTRIES, INC.

112 WALL STREET • TORRINGTON • CONNECTICUT • 06790 | 860.489.9261 | 860.626.6447 FAX | WWW.OGIND.COM
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FEE PROPOSAL

PRE-CONSTRUCTION PHASE FEE (4 months)

\$59,240

O&G's Pre-Construction Fee will be invoiced monthly during the pre-construction phase. We have assumed a duration of four (4) months for the Pre-construction and Procurement Phase.

Should this phase extend longer than four (4) months due to no fault of the Construction Manager, there would be an additional charge of **\$9,500 for each additional month.**

CONSTRUCTION PHASE FEE

**3.10% OF THE
COST OF THE WORK**

O&G's Construction Phase Fee will be invoiced on a monthly basis during construction.

GENERAL CONDITIONS (12 months)

**\$369,299
LUMP SUM**

Our estimated CM General Conditions for the construction phase include the costs of our field staff and the reimbursables incurred in the field.

Attached is a Construction Manager Task Matrix.

Performance and Payment Bond if required, would be charged at our net cost estimated at 0.57% of the GMP cost.

Insurance – GL etc. will be charged at 0.7% of the cost of the work



BOSTON // PROVIDENCE // NEW HAVEN

March 2, 2017

Mr. Drew Berndlmaier, PE
Senior Engineer
Department of Public Works Norwalk City Hall
125 East Avenue
Norwalk, CT 06856

Dear Drew,

As requested per your email of February 27, 2017 we herein provide our Preconstruction Fee, CM Fee for Construction, and our General Conditions based on an assumed 12-month duration.

The attached document provides further breakdown of how we developed the Preconstruction Fee and General Conditions cost. The GC Worksheet is an important document provided in the spirit of open communication because it clearly defines what cost are included in Fee, Cost of Work, GC's or is by the Owner. Our fee and cost as requested is as follows:

- Preconstruction Fee: \$99,179.00
- General Conditions (assumed 12 months duration): \$1,020,248.00
- CM Fee: 4.75% calculated against the contract value

We thank you for the opportunity and are available to answer any question you may have.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Christopher Romano', written over a horizontal line.

Christopher Romano
Project Executive
Dimeo Construction Company

Attachment

Cablevision ... Item 7

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

From: Dave Stofko [<mailto:DSTOFKO@cablevision.com>]

Sent: Monday, February 06, 2017 1:30 PM

To: Berndlmaier, Drew; George Rebentisch

Cc: Beltz-Jacobson, Diane; Paul Spinelli; Robert Koslowski

Subject: RE: Enabling Phase (Day St & Raymond St Project, ETS# 521919)

Drew,

The cost of our work for the raising of our lines at Day & Raymond St will be roughly \$2,636.16 per day for a crew. This scope covers the cost to raise our facilities and does not include any rebuild of strand, coaxial cable, fiber, active electronics and/or a police detail. We are currently estimating 2 - 3 days for the work at this intersection.

Just to recap our understanding of the "Enabling Phase" is just for the temporary raising of all utilities at the intersection of Day & Raymond.

Dave Stofko

Utility Associate Sr.

Optimum

122 River Street

Bridgeport, CT 06604

(203) 696-4768 [Office]

(203) 696-4767 [Fax]

(203) 395-1920 [Cell]

dstofko@cablevision.com

Lighttower ... Item 8

From: Shea, Terence [<mailto:tshea@lighttower.com>]

Sent: Friday, March 03, 2017 8:03 AM

To: Berndlmaier, Drew

Cc: Beltz-Jacobson, Diane; Diaz, Marizza; Burns, Lisa; Sweitzer, Susan

Subject: RE: Raymond & Day Streets: Lighttower Enabling Phase

Drew,

For Lighttower to raise up at the intersection of Raymond and Day Streets a cost of approximately \$5,000 is anticipated. This is strictly raising our cable on the existing strand.

This would not include any new strand, fiber, miscellaneous material or police detail. We are estimating two days to complete the shift. This is a rough estimate.

I can submit a detailed estimate / purchase order upon request but will need additional time.

Thanks.

Terry Shea

Terence J. Shea

Fiber Construction Engineer

Lighttower Fiber Networks

(203)649-3905 [office]

(860)402-6471 [mobile]

tshea@lighttower.com

www.lighttower.com





DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Bruce Chimento, P.E. - Director of Public Works

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

CC: Lisa Burns, P.E. - Principal Engineer
Paul L. Sotnik, P.E. – Senior Civil Engineer

REF: Public Works Committee Agenda Item – Project PM2015-1
Pavement Management Program

DATE: March 7, 2017

I would like to request that the following item be included on the agenda for the March 7, 2017 Public Works Committee meeting.

- 1.) Authorize the Director of Public Works, to execute Orders on Contract with Deering Construction, Inc. for Project PM2015-1 Pavement Management Program, for a sum not to exceed \$9,500.00.

Account Nos. 0917 4021 5777 C0021

While resolving final quantities and processing Final Payment, DPW staff found that additional funds were warranted to be paid out. This amount is 0.15% of the total contract value.

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

VII. B

**THE PLANNING COMMITTEE
OF THE COMMON COUNCIL**

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

MEMORANDUM

TO: MEMBERS, NORWALK COMMON COUNCIL

FROM: TIM SHEEHAN, STAFF

DATE: MARCH 8, 2017

RE: WALL STREET PLACE DEED IN LIEU OF TRANSFER

Citibank has issued to IWSR Owners LLC (POKO) a Notice of Default regarding the bank's construction loan for Phase I of the Wall Street Place project. The bank has been negotiating resolution of this default with POKO for several months. Based on the attached correspondence from the bank, the parties have successfully completed those negotiations. As such, the bank is eager to take title to the property as soon as possible for several reasons, including its desire to get this project back online. To accommodate this the bank is seeking the consent of the Redevelopment Agency and the City to waive the 90 day written notice of its intent to accept a deed in lieu of foreclosure, which is required under the Amendment to the Loan Recognition Agreement. This notice provision was incorporated into the referenced document so that both the City and the Redevelopment Agency would not be surprised by any such action taken by the bank. As the public parties were informed that the project was in foreclosure and that negotiations between the developer and the bank have been ongoing, there is no surprise associated with the bank's intended resolution of the default.

The bank's request has been reviewed by the City's Office of Corporation Counsel which has indicated that the request should be brought forward to the Common Council to authorize the Mayor to consent to waiving the notice requirement on behalf of the City.

ACTION

Approve Citibank's request for City consent to waive the 90 day written notice requirement to accept a deed in lieu of foreclosure on Phase I of the Wall Street Place Development and authorize the Mayor to sign all required documents conveying such consent on behalf of the City.

Community Capital



March 1, 2017

Redevelopment Agency of the City of Norwalk	DePanfilis & Vallerie, LLC
125 East Avenue	25 Belden Avenue
P.O. Box 5125	Norwalk, CT 06850
Norwalk, CT 06856-5125	Attn: Marc Grenier, Esq.
Attn: Timothy Sheehan, Director	

City of Norwalk	Corporation Counsel
125 East Avenue	City of Norwalk
P.O.Box 5125	125 East Avenue
Norwalk, CT 06856-5125	P.O Box 598
Attn: Mayor	Norwalk, CT

Wall Street Place Phase I: Deed-in-lieu transfer

As you are aware, a Notice of Default was issued by Citibank, N.A. ("Lender") to IWSR Owners LLC ("Borrower") with respect to the \$31,880,000 construction loan ("Loan"). Since issuance of the Notice of Default, Citibank has been engaged in negotiations with Borrower to take title to Wall Street Phase I via a deed-in-lieu transaction. Negotiations on a Settlement Agreement to facilitate the transfer to an entity 100% owned by Citibank, N.A., and in addition provide for the release of the Kenneth Olson and Richard Olson (the "Guarantors") from the Completion Guaranty and Payment and Exceptions to Non-recourse Guaranty, are in the final stages.

Per Section 5.1 of the Amendment to Loan Recognition Agreement, Citi must provide the Agency and City written notice of its intention to accept a deed-in-lieu of foreclosure at least 90 days prior to accepting the deed-in-lieu of foreclosure. Citi would like to request that the Agency and City waive this 90 day requirement and allow Citi to proceed with taking title as soon as possible. If agreeable, please execute the signature blocks provided on page 2.

Sincerely,

Citibank, N.A.

Name: [Signature]
Title: VICE PRESIDENT

CONSENTED AND AGREED:

THE CITY OF NORWALK

By: _____
Name: _____
Its: Mayor

THE REDEVELOPMENT AGENCY OF THE CITY OF NORWALK

By: _____
Name: _____
Its: _____



CITY OF NORWALK
Elizabeth Stocker, AICP
Director of Economic Development
estocker@norwalkct.org

P: 203-854-7948

Norwalk City Hall, Mayor's Office
125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

MEMORANDUM

DATE: March 9, 2017

TO: Norwalk Common Council

FROM: Elizabeth Stocker, AICP, Director of Economic Development

RE: Support for Innovation Places Implementation Grant

Background: The CTNext Innovation Places program, part of Public Act 16-3, builds on the successes of entrepreneurs and intends to further support their work to grow the innovation community in Connecticut. The program has three parts:

1. Planning Grants to help communities develop an Innovation Places Master Plan and Implementation Application. (Norwalk was one of 12 to receive a planning grant)
2. Implementation Grants to provide a portion of the funding required to implement the Master Plan. (\$4,900,000 allocated for each of next five years)
3. Agency alignment: Encouragement for State agencies and offices to favor applications for financial and technical assistance for projects and initiatives in areas designated as Innovation Places.

The Norwalk Redevelopment Agency was a co-applicant with the Northeast Community Innovation Corp. (NCIC) who received a \$50,000 Innovation Places Planning Grant from CTNext in October 2016. The Agency committed \$25,000 towards the development of a master plan and related implementation efforts focused on expanding businesses and investment in Norwalk.

While the planning process and development of a Master Plan is ongoing, the deadline for grant applications to CT Next for the Implementation phase is April 1. NCIC is planning to submit an implementation grant application for an Innovation District in Norwalk. The details of the implementation grant continue to be refined by the collaborative partners including NCIC, (Peter Propp and Barry Schwimmer), NCC, Norwalk Public Library, Fairfield County Makers Guild, NRA and the Regional Plan Association who was engaged to undertake the planning process and implementation application.

The following is an excerpt from our planning grant application to CTNext

Our vision is to build on this long history and the city's native infrastructure by establishing a Norwalk Innovation District that will bring communities together to form bonds and ideally develop new companies. Headquartered in the up-and-coming downtown corridor, the district will focus on areas under the purview of the Norwalk Redevelopment Agency. An essential part of our plan will be the development of a series of interactive, community-focused entrepreneurship events to spark creative thinking and inspire innovation.

Leveraging the resources and expertise of Norwalk Innovation District partners, we will focus our efforts on cultivating the creation and growth of early stage businesses in 3-4 industries including food and beverage; digital marketing & media arts; technology & tech startup and maker/light manufacturing.

As part of the Implementation grant, letters of support including one from the municipality's chief elected official including evidence that the municipality's legislative body has voted to support the decision to apply to the innovation places program – phase II implementation grant noting consistency between the strategic plan developed and the local state plan of conservation and development.

The following action is requested.

“APPROVE to support the decision by the Northeast Community Innovation Corp. (NCIC), a CT based 501c3 nonprofit organization, to apply to the Innovation Places Program - Phase II implementation grant that will help to create an Innovation District in Norwalk.”

“Support for this economic development initiative is consistent with the Norwalk Plan of Conservation and Development.”

**DRAFT – MAYOR’S LETTER OF SUPPORT – NORWALK INNOVATION PLACES
IMPLEMENTATION GRANT**

March 9, 2017

Dear Innovation Places Selection Advisory Committee;

It is my pleasure to support the application for an Innovation Places Implementation Grant submitted by the Northeast Community Innovation Corp. (NCIC) for the creation of an Innovation District within the City of Norwalk. NCIC along with the Norwalk Redevelopment Agency served as the lead in a collaborative planning process that involved a number of people, institutions and businesses from varying backgrounds and disciplines who provided their input about how Norwalk is an attractive and hip place to live, work and play.

Norwalk has a unique coastal location in southwestern Connecticut that attracts businesses and residents who are seeking opportunities that are unique and fulfilling. Businesses must attract talent to help keep them on the leading edge of competition. Residents want good jobs and an attractive community where their families will thrive. Norwalk provides the right choices for businesses with an active and mixed use downtown, an infrastructure that includes technology and not one travel mode but many including rail, bus, bike, boat and car.

South Norwalk and our downtown area attract entrepreneurs and innovative people who help make new products, add to the creative vibe and attract others to the area to work, live, play and create new businesses. People want to be here!

I have confidence that NCIC along with its collaborative team will lead this initiative to help make Norwalk the Innovative Place for Connecticut where entrepreneurs will thrive, new businesses will be developed and new talent will be attracted to seek a future.

Memorandum:

To: Planning Committee of the Norwalk Common Council
From: Peter Propp, Northeast Community Innovation Corp
Date: March 6, 2017
Subject: Innovation Places Program – Request for Letter of Support

CTNext's Innovation Places Program is supported by legislation that provides approximately \$30MM over a 5 year period. **Approximately \$25MM is earmarked for investment in the enhancement of dynamic "Innovation Places" around the state.**

Allocation of funding is a competitive process between applying communities.

Northeast Community Innovation Corp. (NCIC) a 501(3)(c), partnered with the City of Norwalk and Norwalk Redevelopment Agency (NRA) to win a \$50K Planning Grant from the State of Connecticut. NRA matched \$25K of state funding for Planning Grant.

The initial grant moneys have supported the hiring of Regional Plan Agency and Kevin Dwarka Associates who are working with NCIC and the City of Norwalk to develop a Master Plan and an Implementation Grant Submission, based on significant research and community engagement to discover the assets, capabilities and needs of the city of Norwalk.

The state is looking to provide funding for projects/programs that catalyze innovation by:

- ▶ Attracting and directing support to startup businesses and attracting anchor institutions
- ▶ Developing, in collaboration with private partners, a business incubator, co-working space, business accelerator or public meeting space;
- ▶ Events, community building, marketing and outreach; and
- ▶ Open space improvement, housing development, bicycle paths and improved technology infrastructure, including broadband.

The final plan is due for submission on April 1.

What we are asking for: A letter of support from the municipality's chief elected official including evidence that the municipality's legislative body has voted to support the decision to apply to the Innovation Places program is required.

At this time, we are not asking for:

- ▶ Additional funds
- ▶ Use of City Owned Real Estate

CT Innovation Places

NORWALK

Prepared for: Norwalk Planning Committee of the Common Council March 9, 2017
Prepared by Northeast Community Innovation Corp. (NCIC)

What is CT Innovation Places Program?

The Innovation Places program seeks to support entrepreneurs and leaders developing places that will attract the talent high-growth enterprises need.

The Innovation Places program, part of Public Act 16-3, builds on the successes of entrepreneurs and intends to further support their work to grow the innovation community in Connecticut. The program is managed by CTNext. CTNext, is a wholly-owned subsidiary of Connecticut Innovations.

The legislation provides approximately \$30MM over a 5 year period. Approximately \$25MM is earmarked for investment in the enhancement of dynamic "Innovation Places" around the state.

Allocation of funding is a competitive process between applying communities.

A key requirement for Implementation Grants is that state money be complemented by private funding sources.

What is CT Innovation Places? (2)

The process has two key elements

1. Planning Grants to help communities develop an Innovation Places Master Plan and Implementation Application (up to \$50k per community)

STATUS: Based on successful application and Norwalk Redevelopment Agency matching of \$25K, Norwalk was awarded the maximum planning grant of \$50K.

2. Implementation Grants to provide a portion of the funding required to implement the Master Plan developed during the planning process.

STATUS: Currently developing a plan to support receipt of implementation grant. Plan to be submitted April 1.

Part 1: Norwalk Innovation Places Planning Grant

- ▶ Grant to conduct a strategic planning process to:
 - Discover and understand the relevant emerging conditions, risks and opportunities they face
 - Decide which capabilities the community needs
 - Plan catalytic actions to build and leverage their capabilities to take advantage of those conditions, risks and opportunities.
 - Develop a public/private partnership to organize plan and manage program.

STATUS: Based on successful application and Norwalk Redevelopment Agency matching of \$25K, Norwalk was awarded the maximum planning grant of \$50K.

Norwalk Innovation Places Planning Team

- ▲ Co-Lead applicants
 - Northeast Community Innovation Corp. (NCIC)
 - City of Norwalk/Norwalk Redevelopment Agency
- ▲ Partners
 - Norwalk Public Library
 - Norwalk Community College
 - Wall Street Theater
 - Connecticut Public Television
 - Many Local Entrepreneurs
- ▲ Consultant Team
 - Regional Plan Association
 - Kevin Dwarka LLC, Land Use & Economic Consulting

About Northeast Community Innovation Corp.

- ▲ Northeast Community Innovation Corp. is a licensed 501(c)(3) not for profit company with the charter of helping communities develop local talent and capabilities to support early stage organizations of all types. The Goal: increase economic activity and job growth in the Northeastern United States. NCIC has a particular focus on underserved communities.
- ▲ NCIC leadership includes Barry Schwimmer and Peter Propp. For the past five years, Barry (Managing Partner) and Peter (CMO) have been running the Stamford Innovation Center, a coworking space and startup incubator in downtown Stamford, CT.
- ▲ Barry Schwimmer (BS Wharton, MBA Booth) successful private equity investor in Chemical Venture Partners, Commonwealth Capital, Stoneybrook Capital, and currently, Petros Connecticut Fund I. Managing Partner, Stamford Innovation Center.
- ▲ Peter Propp (BA, Kenyon) Original business development leader for IBM WebSphere software. 15 years of business development, strategy and marketing roles at IBM Software Group, CMO, Stamford Innovation Center.

Norwalk Innovation Places Planning

Purpose:

1. Analyze existing economic & land use conditions
2. Catalyze collaboration among community and business stakeholders
3. Determine optimal location for Norwalk Innovation District
4. Determine programs and projects for implementation grant application

Process:

1. Economic Baseline Analysis
2. Land Use Analysis
3. Stakeholder Engagement
4. Strategic Plan
5. Implementation Projects

Norwalk Innovation Places Planning: Economic Baseline & Land Use Analysis

- ▲ Document fiscal conditions, market trends, demographic composition, sectoral strengths and weaknesses, job flow patterns and business development entities at a local and regional scale
- ▲ Map underutilized properties that may serve as building blocks for new economic clusters
- ▲ Analysis of economic and land use potential across Norwalk's urban core from South Norwalk to Merritt 7

Norwalk Innovation Places Planning: Initial Stakeholder Engagement

- ▶ Community-wide visioning: Idea Jam, February 15th @ Stepping Stones
- ▶ Focus groups
 - ▶ City planning & economic development staff
 - ▶ Business leaders/Chamber of Commerce
 - ▶ Cultural Institutions (Stepping Stones, Maritime Aquarium)
- ▶ Stakeholder conversations
 - ▶ Norwalk City Leadership
 - ▶ Norwalk Community College
 - ▶ Norwalk Public Library
 - ▶ Norwalk Public Schools
 - ▶ Norwalk Hospital
 - ▶ Business owners & innovators
 - ▶ Developers
 - ▶ Banks

Part 2: Implementation Grant Application

Funding for projects/programs that catalyze innovation by:

- ▶ Attracting and directing support to startup businesses and attracting anchor institutions
- ▶ Developing, in collaboration with private partners, a business incubator, co-working space, business accelerator or public meeting space;
- ▶ Events, community building, marketing and outreach; and
- ▶ Open space improvement, housing development, bicycle paths and improved technology infrastructure, including broadband.

STATUS: Currently developing plan to support receipt of implementation grant. Plan to be submitted April 1.

What we are asking for:

A letter of support from the municipality's chief elected official including evidence that the municipality's legislative body has voted to support the decision to apply to the Innovation Places program. Our final plan is due to be submitted April 1.

At this time, we are not asking for:

- ▶ Additional funds
- ▶ Use of City Owned Real Estate

In Review: Implementation Grant Timeline

- ▶ Master Planning Process (Phase I)
 - December 1, 2016 - March 30, 2017
- ▶ Draft Strategic Plan and Implementation Plan Submitted
 - March 1, 2017
- ▶ Strategic Plan and Implementation Grant Application Due
 - April 1, 2017
- ▶ Public Hearings on Applications
 - April 15 - May 15, 2017
- ▶ Application Review Period
 - April 1 - May 31, 2017
- ▶ Announcement of Grant Winners
 - June 2017
- ▶ Anticipated Start Date
 - July 1, 2017

SoNo INNOVATION PLACE

A Strategic Plan for Connecting People, Ideas, and Places

Vision

Over the past several years, the City of Norwalk has undertaken several planning initiatives aimed at revitalizing the SoNo Station Area. Already, there are signs of economic vitality as new stores and restaurants have lined Main Street and rekindled a sense of street life. Smaller professional firms tenant office spaces. The residential population continues to grow.

However, much of this district's business potential remains unrealized. With its fine grain street network, underutilized commercial spaces, and exceptional regional transit connections, South Norwalk can become a vibrant economic center with a high proliferation of startup firms and larger companies creating a flourishing business environment defined by collaboration and partnership. Unlike the corporate office parks along Route 7, SoNo's compact urban form, historic buildings, and unique mix of land uses offers entrepreneurs and companies an aesthetically attractive place where ideas are not fortressd but exchanged. Moreover, SoNo's active nightlife and cultural offerings offer the possibility of a business culture that is integrated rather than disconnected from a residential community. While we envision SoNo as Norwalk's primary urban business district, we also hope to link its economic revival to a parallel revitalization effort, focused on the arts, in the Wall Street area.

Strategic Goals

The following strategic goals were developed based upon input we have received from Norwalk's business community, guidance from the Connecticut Innovative Places program, a careful review of the City of Norwalk's planning documents, as well as our own originally conducted statistical analysis of SoNo's unique assets, demographics, and economic trends.

- 1) Define South Norwalk as a regional business hub attracting entrepreneurs as well as anchor companies from key sectors including digital marketing, technology, and light industry
- 2) Enable business growth within the district through the adaptive reuse of existing buildings, facilitating tenancy of vacant buildings and supporting infill development
- 3) Ensure that South Norwalk is a well-connected place internally but also strongly linked to other parts of Norwalk including the Wall Street area as well as other regional business hubs
- 4) Maximize the use of South Norwalk's train station and the area immediately surrounding it as an active public space that encourage people to gather and interact safely rather than pass through and disperse

SoNo INNOVATION PLACE

A Strategic Plan for Connecting People, Ideas, and Places

- 5) Draw an even larger residential population that helps define SoNo not only as a place but as a community

Projects

Based on the goals defined above, we have established five potential projects that could help us advance forward the Innovation Place concept forward in SoNo. These proposed projects are still preliminary. During the month of March, we will be further developing each of these six projects, identifying the costs and benefits of each of them, and linking them more closely to the goals and vision presented above.

- 1) Establish a Marketing, Branding, and Communications Strategy for South Norwalk**

Although South Norwalk has been variously branded as a “Design District” or “TOD”, neither concept fully speaks to the area’s potential to attract a wide range of businesses from a cross-section of industries including technology, digital marketing, or life industry. Our team needs to develop a messaging platform that invites current and prospective businesses to locate within South Norwalk and highlights the returns of doing business within a highly networked urban space. A key part of developing this strategy will also to be harness the creativity and initiative of the existing business community and ensure that they remain integral partners not only in the design of the communication strategy but also its delivery.

- 2) Determine the Optimal Land Use & Zoning Regulatory Environment for the Innovation Place**

As part of the city’s TOD station area redevelopment initiative, South Norwalk was identified as an urban renewal area appropriate for mixed use redevelopment (though not via eminent domain). The City’s conceptual planning studies were further supplemented with proposals for concrete zoning changes intended to facilitate a mixed use urban environment. However, these studies were prepared prior to the formulation of an Innovation Place concept. In order to make sure that the proposed zoning code truly supports the Innovation Place concept, we propose undertaking a careful assessment of existing land uses in the SoNo area. The purpose of this assessment would be to identify buildings ripe for adaptive reuse for commercial business activity and determine if there are any specific regulations that should be adopted in order to expedite or simply the process for their redevelopment. We also see this process of land use assessment as more than a data collection exercise but as an opportunity to strategically engage current property owners, ascertain their plans for rehabilitation, and identify challenges with tenancy.

- 3) Develop a Transportation, Pedestrian, and Station Area Access Plan**

One of SoNo’s greatest strengths is its train station. However, there are a variety of ways in which access to this station could be improved and better connected to the pedestrian network as well as other transportation services. In order to make sure that SoNo fully unlocks the value of its train station, we hope to undertake a multi-modal transportation analysis aimed at ensuring that SoNo is not only easy to navigate within the district but also easy to access from myriad other locations.

SoNo INNOVATION PLACE

A Strategic Plan for Connecting People, Ideas, and Places

4) Implement Streetscaping, Lighting, and Landscaping Improvements

There are many aesthetically pleasing aspects of SoNo's existing built environment. However, there are also perceptions that parts of the district are less than attractive or unsafe to walk. In order to ensure that SoNo retains and attracts businesses as well as customers, we would like to identify the urban design treatments (as well as information infrastructure) required to make it a desirable place to do business.

5) Coordinate the Innovation Place with the Existing Community

The City's conceptual plans for SoNo emphasize the importance of retaining the existing community and preserving a range of housing choices in the area. As SoNo develops, we want to make sure that the business community is closely connected to the existing residential community. Meanwhile, residents can be cultivated as potential business owners or investors. We also see many opportunities for employees to live within the neighborhood. To that end, we propose an ongoing set of outreach activities that helps build community between businesses and residents.

Norwalk Innovation Places – Draft Submission to CTNext

Governance Structure

The organizing group for Norwalk Innovation Places is co led by The City of Norwalk and SIC. These two partners are deeply committed to building on Norwalk's current capabilities and building a vibrant entrepreneurial community. They intend to work together to administer the planning grant process, development of the implementation grant application and subsequent multi-year implementation phases.

To effectively define and manage this complex process they intend to coordinate the governance processes through Northeast Community Innovation Corp (NCIC), a CT based 501c3 nonprofit organization. NCIC's charter is to promote community development and education designed to develop and promote entrepreneurial activities and opportunities. NCIC's Board of Directors consists of four local business people.

NCIC, in consultation with local stakeholders will appoint a five-member steering committee charged with management of the Innovation Places Project. Committee members will be charged with overall administration of the Implementation Plan including hiring Project Management, soliciting grants and other operating funds, managing disbursements as well as reporting to CTNext and other stakeholders.

We plan for the steering committee to be engaged in broad based, active outreach and communication in the Norwalk business and technology communities. They will be charged with working together to create the Innovation Place. Majority will rule for all significant committee decisions with strong barriers to avoid any conflicts of interest.

The governance procedures will be designed to ensure transparency and visibility to all stakeholders. Both SIC and The City of Norwalk have broad experience in this area. Building a community of entrepreneurship will require the involvement and support of many parties including serial entrepreneurs, anchor institutions, real estate entrepreneurs, CTNext, City leaders and other interested parties.

Private Sector Leadership

The private sector will be the key driver of success. Creating, building and managing an Innovation Zone in Norwalk is akin to starting and building a business. The leadership team for the planning process has organized and built many successful businesses from the ground up. The team has several valuable skills that will be employed in the project. These include:

- Attracting and managing capital contributions from diverse stakeholders
- Managing stakeholders of diverse interests
- Engaging technology in a meaningful way

- Coordinating the performance of a startup with large corporate stakeholders and government agencies
- Adapting to rapidly changing financial conditions Balancing purely financial and community performance objectives
- Defining, communicating and implementing complex business models

Along with the team from Norwalk Redevelopment Agency, Stamford Innovation Center (SIC) is driving the Norwalk Innovation Place planning process. SIC's leadership includes Barry Schwimmer (experienced serial entrepreneur, early stage and private equity investor) and Peter Propp (Global leadership positions with IBM Software Group).

To date the team has organized an actively participating group of local entrepreneurs and stakeholders, both through individual outreach and through large scale events including our recent Norwalk Innovation Places Idea Jam. They have solicited broad input from the group and retained Regional Plan Association (RPA) to assist in the planning and implementation plan phases. In partnership with the City of Norwalk, The SIC team will be driving the overall bid project and has organized the Northeast Community Innovation Corp. to be the primary point of contact both CTNext and our consultant from RPA. We anticipate that this team will grow and change over time as the project evolves. So far, we have been impressed with the uniformly positive reaction from Norwalk's entrepreneurial community. They (and we) plan to bring the breadth of our experience and energies to planning and building the Norwalk Innovation Place.

Public Sector

The Norwalk Innovation Places team includes representatives from several experienced and highly successful public sector organizations who regularly receive and manage public funds. Examples include: Norwalk Public Library partners with other city departments, non-profit corporations, and small businesses to apply for and manage public and private funds.

The Norwalk Redevelopment Agency works with neighborhood groups, public agencies, not for profit community groups and the public sector. Recent projects include the Washington Village Choice Neighborhoods project, several streetscape (Waypointe, South Norwalk) and facade improvement programs, home ownership programs and the Wall Street Rent Stabilization Program.

Norwalk Community College collaborates with the larger community it serves in a context of partnership and reciprocity.

-- IBM and Norwalk Public Schools: NCC is co-founder of the Norwalk Early College Academy (NECA) a P-TECH school with IBM.

-- Norwalk Housing Authority (NHA) – NCC is collaborating to create educational and career programs pursuant to a \$30 million U.S. Department of Housing and Urban Development Choice Neighborhood grant.

-- Connecticut Health and Life Sciences Career Initiative (HLSCI) – NCC has received a \$12 million U.S. Department of Labor Grant that trains veterans, dislocated, and underemployed workers for careers in health and life sciences occupations.

-- Kelp Project -- NCC Professor Jeff Trombetta has collaborated with UConn Professor Charles Yarish to promote kelp as a sustainable food.

Entrepreneurial and commercialization experience*

The Norwalk Innovation Place team has recruited entrepreneurial leaders to grow the startup landscape. These leaders have had extensive experience and success in categories including digital marketing, media production, maritime technology and food and beverage.

- Ted Shergalis -- Banking, then X+1 (marketing platform, sold to RocketFuel). Co-Founder Magnus, (mechanical sail tech for large ships).
- John Nardone -- Kraft, Pepsi, Modem Media President, X+1, CEO Flashtalking
- Karl Heine (Headhunter / creative placement and co-founder sonospaces) Karl has helped build companies including Priceline, SoBe Beverage, Datto, Sequel.
- Eric Seidman -- Third employee at breakthrough health-centric cookie brand Frookies, Daymon WW, an angel investor and food industry consultant.
- Nick Shields and Dave Holmes created Spiked Seltzer and the "hard seltzer" category after career stops at Nantucket Nectars, Pepsi and Schweppes and hedge funds. Spiked Seltzer was purchased in 2H 2016 to AB InBev.

Research

Local research expertise is represented by Professor Charles Yarish, PhD, a University of Connecticut marine biologist who has been studying seaweeds (including kelp) for more than 40 years. He has developed an internationally known laboratory for seaweed research at the UConn Stamford Campus. Dr. Yarish's lab has developed kelp aquaculture technologies for the US and most recently processing technology through a USDA-National Institute of Food and Agriculture (NIFA) grant. Dr. Yarish has an exciting collaboration in place with the culinary education department at Norwalk Community College and with several Norwalk-based aquaculture companies.

UConn Professor Charles Yarish's lab developed kelp processing technology through a USDA-National Institute of Food and Agriculture (NIFA) grant: "Developing an environmentally and economically sustainable sugar kelp aquaculture industry in southern New England: from seed to market." The partnership began after a culinary class catered a party for the launch of the Maritime Aquarium's new research vessel; the R/V Spirit of the Sound. Professor Yarish invited NCC Professor Jeff Trombetta and students to tour his lab. Since 2014, NCC students have processed kelp, developed recipes for its use.

Endorsement: "I am really delighted to see this initiative. Dr. Yarish has been doing great work and I have frequently pointed to the opportunity that kelp has for Connecticut. Going forward, if there are ways in which CCEA can help this project succeed, please let me know."

- Fred V. Carstensen, Professor of Finance and Economics

**Director, Connecticut Center for Economic Analysis,
School of Business, University of Connecticut**

fred.carstensen@uconn.edu

Diversity

Currently, our planning team is approximately 50% 18-44 year olds, 35% female, 25% people of color. Other diverse communities and resources include team members from UConn, NCC, CPM and Stephanie Bramlett, PhD, Director of Inclusive Excellence and Leadership, St. Luke's School in New Canaan. Based on our community outreach, our final team will be even younger and more diverse.

Geographic Compactness

As noted above, we intend to define the South Norwalk Station Area as the primary impact area and the Wall Street area as our secondary area. These two areas are similar in that they both represent higher density mixed use districts ripe for redevelopment. Moreover, they are located within relative close proximity. The travel distance between the SoNo Train Station and the Wall Street Theater is about 9-10 minutes by driving or 14 minutes by bus ride.

However, our comparative economic analysis indicates that the future revitalization of these areas, if carefully planned, can be complementary rather than competitive. Inasmuch as both areas serve as "downtowns", the reality is that each of them have a unique set of physical, economic, and cultural assets that makes them uniquely positioned for different approaches to revitalization.

Specifically, SoNo's exceptional regional connectivity and nascent entrepreneurial culture make it ripe for a more robust business culture defined by digital marketing, high tech, and light industry. The significant amount of underutilized land opens possibilities for an ambitious adaptive reuse strategy that could accommodate businesses with a larger floor plate. The anchoring of SoNo by a Metro North Station ensures that SoNo could not only be a vibrant community of residents and entrepreneurs but also a portal into other commercial centers in the surrounding region.

Although the Wall Street area also has a significant amount of vacancies and underutilized land, the overall scale of the commercial district is smaller than that in SoNo. Wall Street also does not have an already established business culture that could be preserved and expanded upon. Moreover, it does not have a train station, making it less viable as a commercial hub drawing people, ideas, and customers from a broader region. What the Wall Street area does have, however, are the makings of an artist district that builds upon the revival of its theater and the availability of affordable commercial space. We imagine Wall Street not as an innovation place but as an arts district defined by live work lofts, art galleries, performance spaces, and cultural programming.

If SoNo and Wall Street were better connected by a better branded transit system, the revitalization of both areas could be more mutually reinforcing. Each area will

take its own unique path to revitalization with SoNo a place for business and innovation and Wall Street as a place for artistic exploration.

Anchor Institutions

In operation since 2011, SoNo Spaces is a coworking facility that has served as a hub of entrepreneurial activity in the SoNo Station Area. This 1800 foot facility, located at 13 Main Street, offers a variety of work spaces on an hourly, weekly, or monthly basis. The company will launch a second location on South Main Street in 1H 2017. The space encourages collaborative design processes through networking events and learning programs. Within close distance of the SoNo district are several key anchor institutions including Norwalk Hospital, Norwalk Public Library, the new Wall Street Theater and Norwalk Community College. Over the month of March, we will be initiating dialogue with these institutions in order to identify opportunities for increasing their connection to SoNo and perhaps also establishing a satellite presence.

Norwalk Maritime Aquarium Mission: The Maritime Aquarium inspires people of all ages to appreciate and protect the Long Island Sound ecosystem and the global environment through living exhibits, marine science, and environmental education. The Aquarium is supportive of our Kelp and Aquaculture initiative, still in its early stages of definition.

Palace Productions is a 21st Century media creation studio housed in a fully restored 19th Century theater, offering end-to-end digital production and post-production services, an original productions business – “Palace Productions,” and a childrens video library: “Rabbit Ears Productions.”

Existing R&D

We currently do not have a good sense of the scale of R&D unfolding within the boundaries of SoNo. However, it is possible that this amount may currently be small due to the nature of the businesses currently located within the area. However, we are undertaking a broad outreach strategy in order to better understand the level of interest that research and corporate institutions may have in locating within SoNo and advancing R&D in a transit oriented district.

Existing commercialization & entrepreneurship activity

TBD

Areas of Sector Strength

We conducted a sectoral analysis in order to better understand the existing economic composition of the South Norwalk area. As shown in the summary table below, our analysis indicates that 20.5% of the jobs located within SoNo are comprised of Professional, Scientific, and Technical Services. Almost 13% of the jobs are in the accommodation and food services sector, followed by Retail Trade at 9.2% and Health Care at 8.3%. While these sectoral statistics are a useful starting point, we are continuing to refine our understanding of SoNo's economic geography through roundtable discussions and stakeholder interviews with the business community.

-- See table in addendum for details

Public Transportation Accessibility

There is significant pedestrian activity in South Norwalk. Many roadways have sidewalks and the existing pedestrian infrastructure is strong. Areas within South Norwalk with the strongest pedestrian infrastructure include North Main Street and Washington Street between North Main Street and Water Street. Washington Street, in particular, has wide brick sidewalks, pedestrian-scale lighting, street trees, benches, trash cans and other pedestrian amenities.

The South Norwalk area is also served by a developed network of interstates, highways, and local streets. Route 7 and Interstate 95 are the major regional roadways serving the area. I-95 connects Norwalk to New York and Boston. Route 7 is a limited access roadway that connects South Norwalk to many of the major employment sites north of the Merritt Parkway.

Zoning for Mixed Use Development

The South Norwalk impact area includes the following zoning districts:

- South Norwalk Business District
- SoNo Station Design District
- Washington Street Design District
- Neighborhood Business
- Residential D
- Industrial 1

The South Norwalk Business District, SoNo Station Design District, Washington Street Design District and Neighborhood Business District all allow for a mix of commercial and residential development. The Residential D District allows for high density residential development and the Industrial 1 District allows for industrial and commercial uses.

The City's recently adopted South Norwalk TOD Plan recommends establishing a new unified zoning district within the Redevelopment Area to replace these existing zones. The purpose of this new district is to encourage a mix of uses around the South Norwalk Railroad Station that would benefit from location near a rail line and to reinforce this area's identity as a walkable district with both residential and

commercial uses. The proposed regulations for the TOD District, which are currently under review, include zoning changes and design guidelines to allow a mix of uses and provide a set of dimensional standards that will encourage pedestrian friendly mixed use development.

Quality of Amenities

South Norwalk is a walkable and bikeable neighborhood with a wide range of amenities for live, work and play that create opportunities for the casual interactions that fuel innovation and entrepreneurship. Dining, shopping, arts and entertainment venues are located primarily along Washington Street, North & South Main Streets and Water Street. SoNo's streetscapes, which link these amenities together, exhibit a pedestrian-friendly and walkable urban environment that includes sidewalks, street furniture, pedestrian-scale lighting and parks and open spaces, including Mathews Park and Veteran's Memorial Park.

Places to dine, shop and experience arts & culture in South Norwalk include:

Dining:

Bruculino

Burger & Bar Bistro

Cask Republic

Donovan's Restaurant & Bar

El Segundo

Estia Greek Restaurant

Famous Pizza House

Harlan Publick

Jax & Co.

Johnny Utah's

Kazu Sushi Bar & Japanese Restaurant

Local Kitchen & Craft Beer

Mama's Boy Southern Table & Refuge

Match Restaurant

Mecha Noodle Bar

Naked Greens

O'Neill's Irish Pub & Restaurant

Oishi Sushi & Izakaya

Prime Burger

Quartina Trattoria & Vineria

Rafael Cakes & Sugar

Rio Bravo Tacos & Tequila

Room 112

SoNo Baking Company & Café

SoNo Harbor Deli & Café

SoNo Seaport Seafood

Strada 18

Tablao Wine Bar & Restaurant

The Blind Rhino
The Spread
The Stand Juice Company
Washington Prime
Zapata Mexican Restaurant

Shopping
A Taste of Holland
Absolutely Phenomenal Media Services
American Apparel
Banner Wines & Liquor
Beadworks
Care Foot & Nail
Cayambe
Cigar Factory Outlet
Clarke Kitchen Showroom
Syrilla Home
Eastern Phones LLC
Klaff's Home Design Store
Klaffs Outlet Store
Lillian August Outlet
M&M Cigar & Gifts
Maclaren
Pedego Sono
Pellegrini Jewelers
Q Nails
Salon Etre
Slaon Halo
Simple SoNo
Sleek Salon SoNo
SoNo Academy
West Marine

Arts & Culture
Art Plus Studio
Center for Contemporary Printmaking
Galerie SoNo
Haviland Street Gallery
Lockwood-Mathews Mansion Museum
Maritime Aquarium
Muse Paintbar
Norwalk Seaport Association
Perry-Matto Gallery
SoNo Switch Tower Museum
The Brownstone Gallery

Density

During the month of March, we will be conducting more detailed geographic analysis in order to better understand the population density located within the ¼ mile and 2 mile radii from the center of the impact area. So far, however, we have conducted population and density analysis for the census tract in which SoNo resides.

Affordable Commercial Space

We have yet to calculate the amount of affordable commercial space within the impact areas. Anecdotal evidence suggests that there is a high amount of underutilized commercial space. However, we do not have a sense yet of how the commercial spaces within SoNo are being priced for either sales or leasing. We plan to do this more detailed market analysis before submission of the final proposal. For Norwalk as whole, the vacancy rates for office space remain high around 23%. Average asking prices went up slightly in 2016, rising one dollar to \$27.80 per square foot. (See Addendum)

Mixed Income Housing

There is a variety of existing and new residential development within South Norwalk and adjacent to South Norwalk. In projects in South Norwalk that are less than five years old, the average rent for a one-bedroom apartment is \$1,944 per month; for a two-bedroom apartment the average rent is \$2,453 per month. Residential developments recently completed or under construction in South Norwalk include:

Name/Address //Project Type // Units of Housing

99 Washington Street, Mixed Use, 66 Units

The Avrick (14 & 16 N. Main St), Mixed Use 8 Units

Washington Village* (13-20 Day St), Multifamily, 273 Units

Maritime Village(17-19 Day St/Raymond St), Mixed Use, 76 Units

11 Chestnut St, Mixed Use 17 Units

*Washington Village, Connecticut's oldest public housing development, is being redeveloped through HUD's Choice Neighborhoods program to provide mixed income housing in South Norwalk.

Further detail on housing stock within a 1, 5, 10 and 20 minute walk from South Norwalk will be provided in the final grant application.

High-speed internet/broadband access

The ability to connect to the internet at a higher speed is critical to both established and emerging businesses. From providers offering small business internet plans to enterprise providers specializing in IP transit and point-to-point, there are multiple providers offering business internet options in Norwalk. Connectivity options include cable, DSL, fiber and copper, as described in the addendum.

Detail on pricing will be included in the final grant application.

For residential access, Norwalk is covered by two main providers- Optimum by Cablevision and Frontier Communications. Both offer wired internet access to most residents of Norwalk.

The State of Connecticut's CT Gig Project is working to establish an open-access internet with speeds of one gigabit per second. In partnership with UCONN and the Connecticut Technology Council, the CT Gig project is currently conducting a statewide survey to study options for increasing access to very high speed internet service to their communities, while also reducing costs.

C – Social Capacity

Currently the key institutions driving entrepreneurship in Norwalk include Norwalk Community College, the Norwalk Chamber of Commerce (excellent bootcamp), the Fairfield County Maker's Guild and the Norwalk Public Library. We will gather data on participation in these activities. Our goal is to build on the strength of these programs with a disciplined, weekly and monthly programming approach that will allow entrepreneurs to get the support they need.

D.

South Norwalk is a small compact area in which the combination of a fine grain street network and a regional serving transit station create an environment conducive for economic revitalization. A series of planning and design studies have further developed concepts for enlisting zoning and land use regulations in order to support a walkable urban environment. As noted above, the presence of an emerging entrepreneurial culture is well poised to harness underutilized commercial spaces and create an environment in which people and ideas flow freely. In short, we see tremendous value in the intersection of SoNo's economic, physical, and social assets.

One unknown, however, in this constellation of assets is the readiness of property owners to serve as partners in revitalization. We are concerned about high leasing rates and the impact they may have on tenanting. Part of our outreach strategy therefore needs to focus upon communicating the long term value proposition of an innovation place in Norwalk and its long-term benefits on the value of private property.

Summary

SONO Central-Overview of planned programming, activities

After careful analysis NCIC, The City of Norwalk, RPA and Kevin Dworka Associates have narrowed their focus to locate the Norwalk Innovation District in the SONO District with strong outreach and ties to the Wall St area-located approximately x miles away. The two areas of focus have very distinct assets and opportunities (further outlined below).

Individuals can easily connect through the areas using existing transit as well as city bicycles using local streets. Vibrant communities (Waypoint) and institutions (Stepping Stones Museum, Norwalk Hospital and the new underdevelopment Sono Collection 700,000 sq ft shopping center with contiguous hotel and convention area) also connect these regions.

Our plans are briefly summarized below. They will be further developed and submitted as part of our final Implementation Grant Proposal.

Preliminary SONO Location-

- Identified space on N Washington Blvd-and in discussion with landlord/operating partners to include:
- Approximately 2,000 sq ft mezzanine level open coworking space
- Venue for classes, events community
- Developing partnership with local food retailer/existing Mora Mora street level 7500 sq ft event space to house larger events and programs
- Adjacent vacant nightclub space. Could be developed to become coffee shop, wine/beer hub for local convening and interaction,
- Availability of expansion space for funded company/coworking graduates' in currently vacant four 8000 sq' floors above mezzanine
- Collaboration with existing SONO Spaces design oriented coworking facility

- Currently building a variant of Grand Central Tech model to attract, fund and build new companies.
- Planned programming and Partners to include:
- Free, sponsored coworking for initial 12 month trial period for accepted applicants
- Applicants to apply and be screened in quarterly pitch competitions by operating partner/investor panel with participants including:
 - NCIC
 - Petros CT Fund
 - AIF
 - Social Venture Partners
 - Refinery
 - Local Angel Investors
 - Selected local entrepreneurs

Applicants must get a "sponsor" to be admitted to free coworking space

- Allocation of SONOpreneur grants to accepted applicants
- Ability to locate in building at reduced rate upon "graduation"/funding
- Expand local base of involved mentors, investors and attract same from NY, etc

- Petros CT fund is currently leading \$2-10mm expansion funding (to include participation by CI}) for a SONO based international IT/Cybersecurity company
- Will also likely lead to development of IT training program and partnership with a CT university
- Participation by Sikorsky/Lockheed Martin in a variety of new ventures and activities including advanced manufacturing, immersive technologies and power transmission

Our developing plans for SONO builds on the area's strength, business concentration and population density. However, these areas are far from saturated and are ripe for a build upon strength expansion.

We also hope to will utilize existing Sono Infrastructure and transit. We plan to expand wifi coverage throughout the area by initially broadcasting Nutmeg Network capacity currently in place in multiple nodes and by adding wifi to and through the local bus networks.

Programming in this region will initially focus on industries where there is a base of talent, expertise and strength.

Areas of specific industry focus include

- Food / Sustainable Food / Acquaculture
- Tech and non-tech startups
- Digital Marketing and Media

We plan to address and build these communities with multiple events, run consistently and professionally. Our plans build on our experience and success. They include:

- Technology Week
- Innovation Round Table
- Pardon My Disruption (with J Yarmis)
- Monthly Tech MeetUp
- StartUp Weekend?

Our plans include further outreach and expansion to the Wall St area. Formerly the City's primary shopping district it offers a unique opportunity to work with local partners on a satellite Arts and Entertainment District.

We plan to develop a dedicated satellite location on Wall St with support and participation from anchor institutions. While currently evolving and expanding, our currently participating institutions include:

- CPTV
- Wall St Theater
- Norwalk Public Library expansion

- Local real estate owners

Note that approximately 700 new apartments are scheduled to come on line in the next 24 months

Budget-

We will seek state funds to seed the projects described above. We will complement those requests with outside commitments and funds. Our likely areas of funding (which will be described more fully in the final Implementation Grant Proposal will likely include the following:

- Coworking space, management
- Events-community development
- Exploration of sustainable food and other infrastructure initiatives
- Storytelling, video production, promotion-with CPTV
- Development of cross community projects
- Grants for SONOprenuer participant companies-to be matched by private funds

Experimentation and Rigor

Objective: NCIC and its principals have demonstrated strong capabilities in community organization and development, as well as attracting and cultivating capital and other resources to nurture and build fundable companies. The team has learned how to effectively define market opportunities and objectives. Just as importantly, they have learned how to recognize and provide additional resources to those efforts showing the most promise and to deemphasize those unlikely to meet expectations.

This has resulted in a growing entrepreneurial community, new companies, jobs, awareness and vitality.

The plan is to build upon these learnings. We are currently seeking CTNext funding to develop a diverse but industry focused new coworking, dedicated office and events facility in the strong but underserved South Norwalk area, extend and expand impactful programs to that community, develop a satellite Arts District in Wall St and greatly increase the level of economic activity.

Our developing plans for SONO builds on the area's strength, business concentration and population density. However, these areas are far from saturated and are ripe for a build upon strength expansion.

Near term success can be measured in multiple ways. Open a new innovation space and dedicated office facility in South Norwalk

Increase educational and event offerings in the contiguous event space

House, mentor and grow approximately 60 entrepreneurs/eight-twelve new companies

Provide storytelling training and promotion capabilities (ie video services for entrepreneur pitches etc)

Flexible space for experimentation in industries including:

- Sustainable Food
- Aquaculture
- IT
- Digital media and design-in partnership with Palace Theater/CPTV
- Maker space

These programs will directly drive job creation in our communities as well as raising entrepreneurial awareness and technical skill sets.

No such similar facility or programs exist in South Norwalk. Creation of a central, convenient place to convene and provision of high quality events, training and other programming will spur economic activity. This funding we will enable us to energize and grow the entrepreneurial community in South Norwalk and adjacent towns.

Ultimately the plan's success will be measured by the companies we help create, the people whose lives we impact and the quality of partners we attract. So far we are seeing very positive signs. Obtaining CTNext's full backing is a significant hurdle and resource we plan to fully exploit to achieve our stated goals.

Alignment with Plan of Conservation

The final grant application will demonstrate the Strategic Plan's consistency with the City of Norwalk's Plan of Conservation and Development. The major strategies from the POCD, anticipated to be consistent with the goals of the Strategic Plan are those described under the theme of "Balanced Economic Growth," which seeks to encourage investment and opportunity in Norwalk for a variety of different job sectors, as follows:

- Promote Balanced Growth in Norwalk
- Seek private investment within the community
- Encourage diversity in commerce and industry
- Coordinate capital budget expenditures with new development
- Preserve and enhance the character of Norwalk
- Protect property values
- Protect residential neighborhoods from incompatible development
- Encourage a balance between new jobs and housing opportunities
- Encourage a balance between development and protection of the natural environment

-Encourage development that seeks to maximize returns to the City in the Grand List tax revenue consistent with public purpose

Support and Expand Economic Development Initiatives and Ensure that Economic Benefits and Responsibilities are Shared among All Residents

- Maintain a skilled labor force to meet the needs of local employers by creating a partnership among local industry, public and nonprofit agencies, educational institutions, and redevelopment
- Encourage improved public transportation, before and after school programs and nonprofit, child care facilities and job placement services
- Allow a wide range of housing opportunities to ensure housing needs of all are met
- Encourage diverse job opportunities for various employment sectors within Norwalk
- Improve and maintain essential infrastructure to retain and attract desirable businesses
- Support programs that promote tourism in Norwalk and the Coastal Fairfield County Convention and Visitor Bureau
- Protect water-dependent uses and encourage additional uses in appropriate locations along the waterfront that maximize public enjoyment of the harbor
- Support tax incentives, grants and state and federal programs, such as the Connecticut Enterprise Zone Act which encourage investment in Norwalk
- Expand capital and financial resources accessible to existing start-up businesses for property development
- Encourage business community sponsorship of activities and improvements
- Work with state representatives toward property tax reforms
- Consider the use of "service districts" or in specific locations for implementing improvements and managing services

Source: City of Norwalk 2008 Plan of Conservation and Development

Baseline Data:

Baseline data will be included in Appendix I of the Strategic Plan, titled Norwalk Innovation District: Economic Baseline Analysis. The team's approach for ongoing collection of data will be fully detailed in the final grant application.

Implementation funding*

The planning and implementation team has committed significant funding to date and plans to continue to multiply CTNext's investment with funds from many other local stakeholders.

Terms of investment vary widely and are dependent on individual projects – some of which are currently being developed and implemented.

For example:

- CPTV's planned \$10 million development of a Norwalk based video production, training and innovation center
- Planned expansion of SonoSpaces Coworking facility
- Multimillion \$ refurbishment of riverNorwalk river spaces
- Currently underway development of over 700 apartments to house millennial workers
- Private investment (eg \$2-10 million in local IT and cybersecurity companies by Petros CT Fund and partners)
- Match grant funding for SONOPreneurs

Related past and planned future investments

The City of Norwalk has consistently designed structural improvements consistent with the Innovation Places plan. A new City Planning effort is currently underway. Additional details will be provided with the final submission.



VII.C

DEPARTMENT OF PUBLIC WORKS

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT
COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER

RE : RENEWABLE ENERGY – CITY HALL SOLAR

DATE: FEBRUARY 23, 2017

Last summer, Councilman Kydes, acting as the Chairman of the Mayor's Energy Task Force, approached the Office of Building Management and the Purchasing Department to issue a Request for Proposals (RFP) for the installation of photovoltaic systems at various municipal and school facilities. In response to his request, a committee was formed which consists of Sharon Conners (Purchasing), Bill Hodel (Norwalk Public Schools), Mike Moccia (Rec. & Parks), Councilman Livingston (Chair of Land Use and Building Management Committee), Councilman Kydes (Chair of Mayor's Energy Task Force), David Mann (Renewable energy instructor at NCC) and myself. To select the preferred building sites, we considered the size of buildings, roof orientation, age and condition of the roofs. The following sites were selected for inclusion in the RFP:

- City Hall
- Norwalk High School
- Naramake Elementary School
- Fodor Farm Barn
- Oyster Shell Park

In September 2016, the RFP was issued and a total of four (4) proposals were received by the Purchasing Department. The Committee evaluated the proposals in detail and shortlisted three (3) firms (hereinafter refer to as Solar Developer or Developer) for interviews. These proposals are similar in that the Developers would install the photovoltaic systems via a turnkey process. The systems will continued to be owned by the Developer and will be leased to the City under a long term Power Purchase Agreement (PPA). Private ownership of the system will

allow the Developer to access available energy tax credits. The Developer will also competitively bid for Zero Emission Renewable Energy Credit (ZREC) from Eversource which is an incentive available to reduce capital costs. The PPA will stipulate the price per kilowatt hour that the City will pay for electricity generated on site which will be less than the cost of electricity from the "Grid". The electricity rate in the PPA is directly related to the size of the solar system, the awarded ZREC rate and the duration of the PPA agreement. The duration of the PPA will be 15 years in order to satisfy the debt service for the improvements. The Developer will have full responsibilities for the operation, maintenance and real-time monitoring of the system. At the end of the PPA period, the City will have options to buyout the system or exercise an extension option.

In addition, please note that due to the size of the available roof area for Fodor Farm Barn and the site constraints of the slope embankment, landfill capping and the lack of Eversource ZREC incentives for Oyster Shell Park, the Developers did not show interest at these two locations.

Subsequent to the interviews, the Interview Committee decided to recommend Greenskies Renewable Energy LLC as the "Preferred Solar Developer" for Norwalk City Hall. Following Common Council approval of Greenskies on January 10, 2017, the Committee met with Greenskies to refine the terms for the agreement.

The following is a summary of the various terms for the proposed PPA with Greenskies's for City Hall:

- Greenskies will install the photovoltaic system and lease the system to the City under a 15 year Power Purchase Agreement (PPA) with extension option for 5 additional years. Please note that there are restrictions to tax credit for the first 5 years and ZREC for 15 years.
- The City will have no initial capital outlay for the project
- Estimated system size (AC current) – 154 kw
- Estimated panel quantity – 667
- Estimated annual production – 249 mwh
- Projected ZREC shall be for Medium project at \$94
- PPA rate shall be \$0.041/kwh, for 15 years with no escalation. (Please note that the current "Grid" rate, excluding all fixed delivery costs, is approximately \$0.113/kwh) See chart for cost savings through the 15 year

PPA. Cost saving for the first year is approximately \$18,000. Total projected saving for 15 years is approximately \$338,314

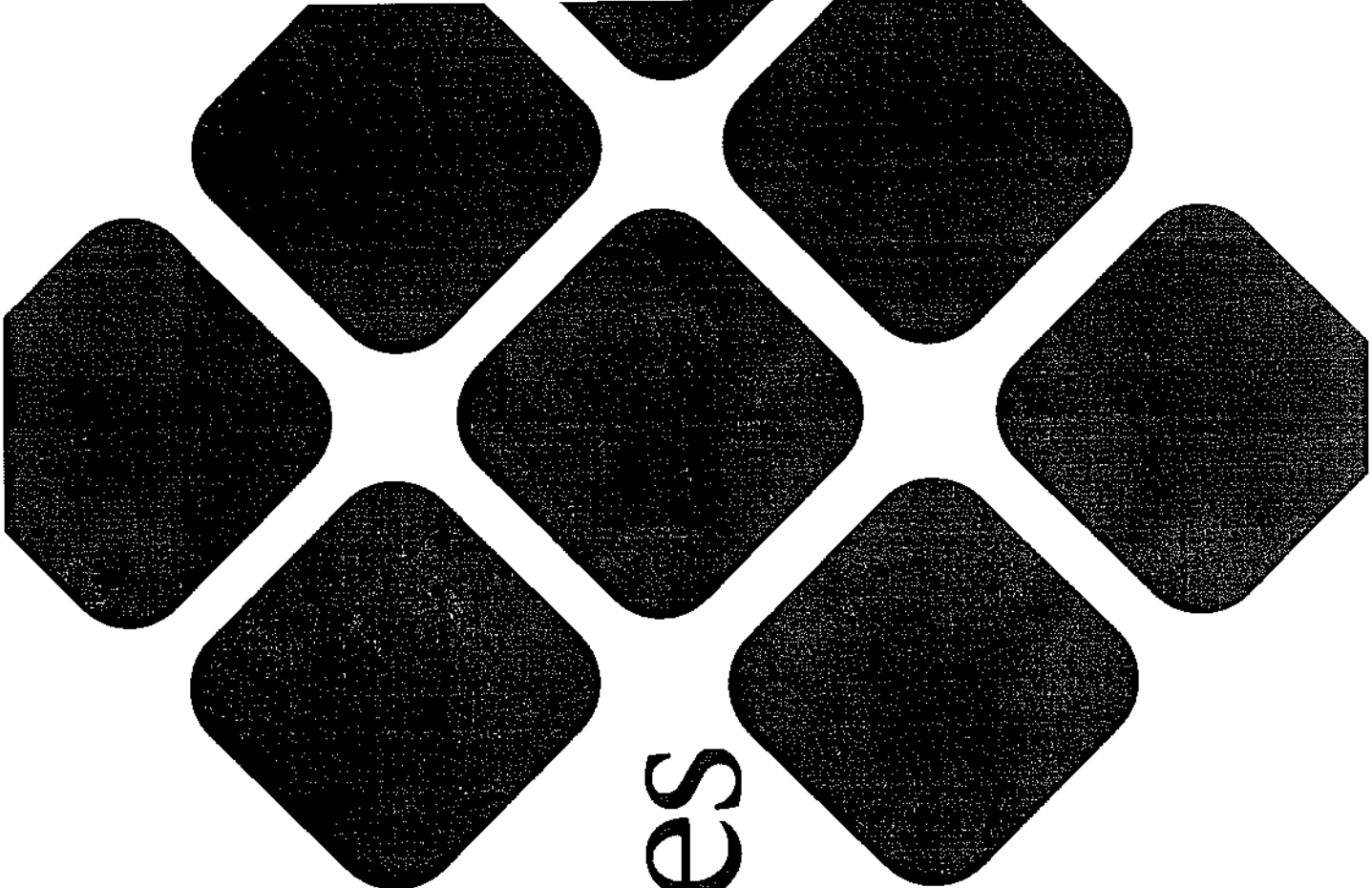
- Greenskies will own the system throughout the terms of the PPA. Greenskies will be responsible for the operation, maintenance, repairs and real time monitoring of the system.
- Buyout option at the end of the PPA (15 years) = \$32,014.00
- The City and Greenskies will develop a public awareness component to this project.

General note: Electric bills for July 2015 - \$21,753, October 2015 - \$17,817 and January 2016 - \$18,453

The Law Department is in the process of reviewing the sample Power Purchase Agreement. Upon Common Council approval of the terms for the PPA, the Law Department will refine the terms in meeting City requirements.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling to execute a 15 year Power Purchase Agreement (PPA) with Greenskies Renewable Energy, for the installation of photovoltaic panels on City Hall roof. Terms for the agreement shall be as outlined in Alan Lo's memo dated February 23, 2017.

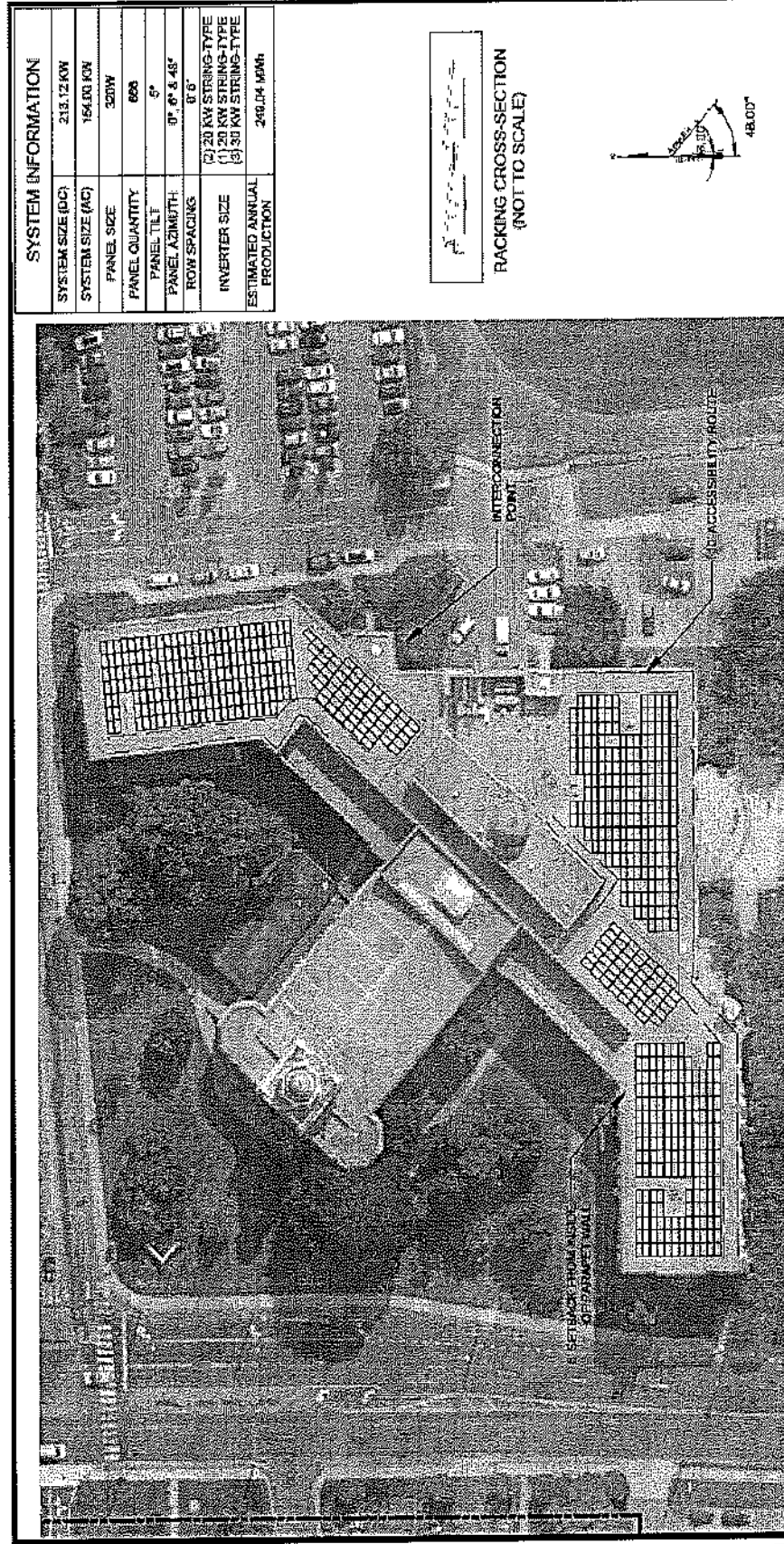
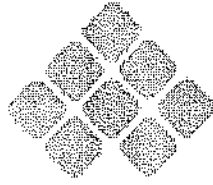


Greenskies

Revised Solar Proposal
Norwalk City Hall
January 27, 2017

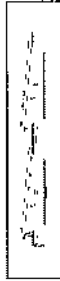
Norwalk City Hall - Revised

Site Address 125 East Avenue, Norwalk, CT
 Type of Solar Array Roof
 Array Size 213.12 kW (DC)

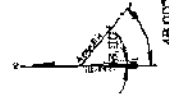


SYSTEM INFORMATION

SYSTEM SIZE (DC)	213.12 KW
SYSTEM SIZE (AC)	154.00 KW
PANEL SIZE	320W
PANEL QUANTITY	666
PANEL TILT	5°
PANEL AZIMUTH	37° 4' 3.45"
ROW SPACING	8' 6"
INVERTER SIZE	(2) 20 KW STRING-TYPE (1) 20 KW STRING-TYPE (3) 30 KW STRING-TYPE
ESTIMATED ANNUAL PRODUCTION	249,04 MWh

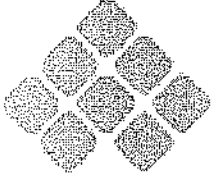


RACKING CROSS-SECTION
(NOT TO SCALE)



PROGRESS SET
NOT FOR CONSTRUCTION

Greenskies 19 Main Street Suite E Middletown, CT 06457 PH - 860.398.5408 FAX - 860.398.5423	REVISIONS: <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>		NO.	DATE	DESCRIPTION													PROPOSED SITE PLAN CITY HALL PV SOLAR ARRAY 125 EAST AVENUE NORWALK, CT			BATCH NO. DRAWN BY: SCALE: DATE:	PROPOSAL SD AS NOTED 19 JANUARY 2017	S.01
	NO.	DATE	DESCRIPTION																				
PROPOSED PV SOLAR ARRAY LAYOUT (SEE PLAN)																							



Norwalk City Hall, 15 Year PPA, \$94 Medium ZREC

Solar Output
with 0.50%
Degradation
Factor

Solar
Electricity
Cost

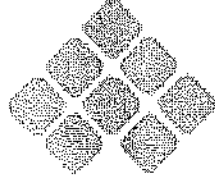
Estimated
Utility Rate with
2.5 %
Escalation Factor

Rate Savings
(Current Utility
rate minus
Solar rate)

Savings with
Solar

Year	Solar kWh/ Year	\$/kWh	\$/kWh	\$/kWh	\$
1	249,043	0.041	0.113	0.072	\$17,931
2	247,798	0.041	0.116	0.075	\$18,541
3	246,559	0.041	0.119	0.078	\$19,163
4	245,326	0.041	0.122	0.081	\$19,795
5	244,099	0.041	0.125	0.084	\$20,439
6	242,879	0.041	0.128	0.087	\$21,094
7	241,664	0.041	0.131	0.090	\$21,751
8	240,456	0.041	0.134	0.093	\$22,420
9	239,254	0.041	0.138	0.097	\$23,131
10	238,058	0.041	0.141	0.100	\$23,835
11	236,867	0.041	0.145	0.104	\$24,551
12	235,683	0.041	0.148	0.107	\$25,281
13	234,505	0.041	0.152	0.111	\$26,024
14	233,332	0.041	0.156	0.115	\$26,780
15	232,165	0.041	0.160	0.119	\$27,550
Total	3,607,688	0.041	0.135	0.094	\$338,314

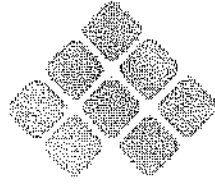
Power Purchase Agreement (PPA) Overview



Power Purchase Agreement (PPA)

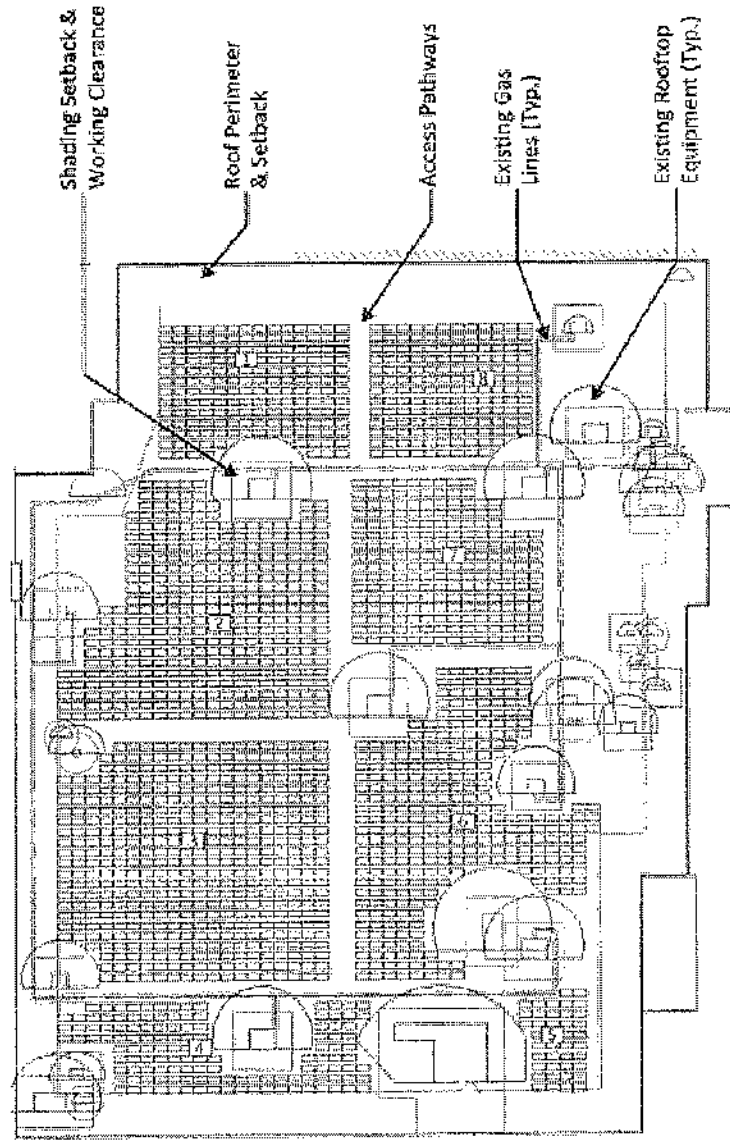
- ❖ Financial arrangement in which Greenskies owns, operates, and maintains the solar system, and the customer agrees to purchase 100% of the system's electric output.
- ❖ Typically a 15 to 20 year term with optional five-year extensions. Length of contract can be tailored to suit the client's needs.
- ❖ Client enjoys lower-cost electricity at predictable prices.
- ❖ Enables the customer to avoid many of the traditional barriers to adoption for organizations looking to install solar systems, including high up-front capital costs, system performance risk, tax complexity and unique design and permitting processes.
- ❖ Greenskies' in-house Operations & Maintenance service provides 24/7 technical and monitoring services for the system.

System Sizing

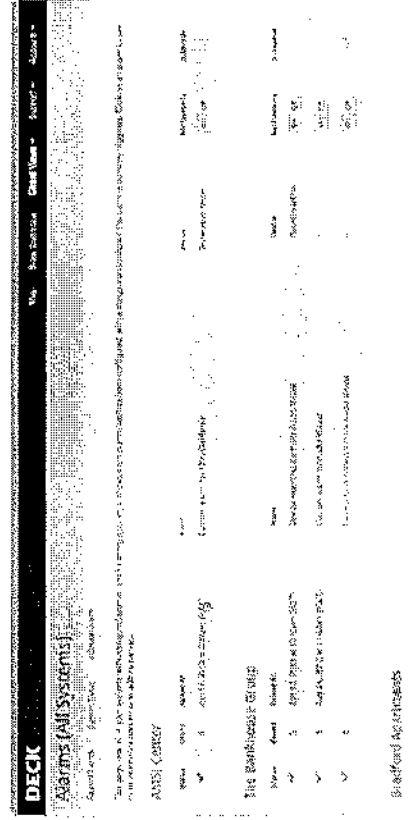
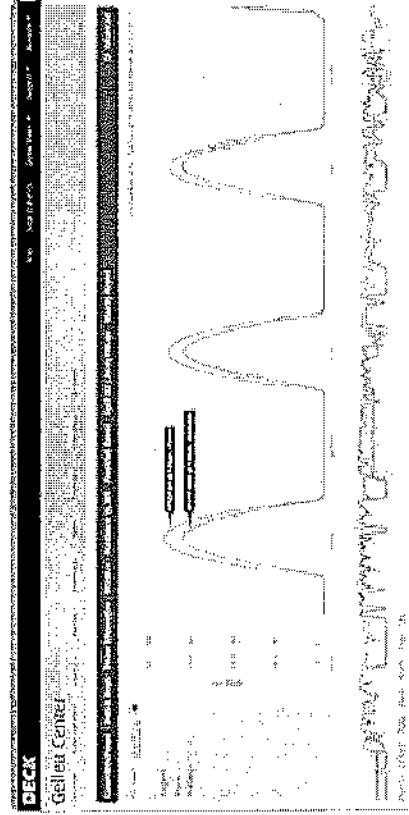
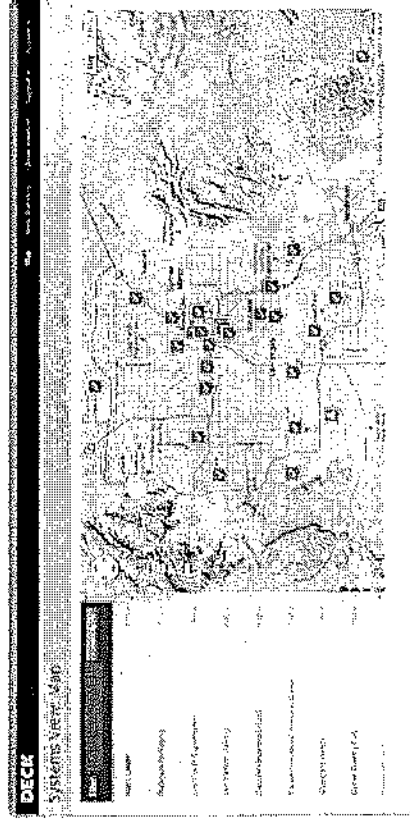
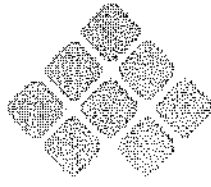


The following considerations are taken into account when designing rooftop solar arrays:

- ❖ Codes & Standards:
 - ❖ State incentive program
 - ❖ Available structural capacity
 - ❖ Existing electrical service
 - ❖ Seismic considerations
- ❖ Setbacks:
 - ❖ Roof perimeter setbacks
 - ❖ Rooftop equip. working clearances
 - ❖ Shading from rooftop equipment
 - ❖ Skylights
 - ❖ Client requested access lanes
 - ❖ Other access pathways
- ❖ System Components:
 - ❖ Racking density & tilt
 - ❖ Inverter configuration
 - ❖ Module wattage



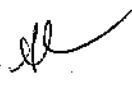
Operations & Maintenance Reporting Dashboard



Greenskies uses DECK Monitoring to provide web based real-time system performance data that is used to verify systems are performing as designed. Projects are monitored in our Network Operations Center.



DEPARTMENT OF PUBLIC WORKS

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT COMMITTEE
FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 
RE : HISTORIC SMITH STREET JAIL – REFRAMING 2ND AND 3RD FLOOR
DATE : FEBRUARY 23, 2017

Mr. Dave Westmoreland, acting on behalf of the Norwalk Historical Commission, has been working to restore the historic Smith Street Jail for a number of years. The City received approximately \$200,000 from a fire damage insurance settlement. The City hired an architect to develop plans for the complete restoration and adaptive reuse of the building. The project was bid about 6 years ago and the bids were substantially higher than available funds. A decision was made to break-up the project into various trades, to be managed by the Historical Commission. Through the years, the Historic Commission has completed the following:

- Clean-up after the fire
- Roof repair and replacement
- New electrical service
- New custom windows throughout
- Complete exterior brick restoration

Recently, the Purchasing Department received bids for the reframing of the second and third floors. Attached is a summary of the bids and Domus Constructors, LLC is the apparent low bidder. Domus Constructors has completed various projects for the Historical Commission in recent years and the Historical Commission would like to recommend Domus Constructor for this project.

ACTION REQUESTED:

- Authorize the Mayor, Harry W. Rilling, to execute a Contract with Domus Constructors, LLC for the reframing of the historic Smith Street Jail for a total not to exceed \$30,742. Acct. # 161343-5414 & #09176310 5777 C0430**
- Authorize the Historical Commission to issue change orders on Contract for a total not to exceed \$6,000.**

Date: February 15, 2017

Norwalk Purchasing Department
Response Summary Project # 3726
Historic Smith Street Jailhouse Renovation

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

CONTRACTORS				
	Kneeland Construction Co	RE-Tech LLC	Scholar Painting LLC	Domus Constructors, LLC
Total Lump Sum Price	\$195,100.00	\$57,100.00	\$54,820.00	\$29,626.00
Bid Alternate Provide Price to repoint all expose brick/masonry in First Floor	\$21,600.00	\$3,200.00	\$38,320.00	\$1,116.00



DEPARTMENT OF PUBLIC WORKS

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER

DATE: FEBUARY 23, 2017

RE: NORWALK POLICE HEADQUARTERS – UPGRADE CAMERA PROJECT

As part of the 2016-2017 City Capital Budget, the City allocated \$98,000 for the replacement of the security cameras and cabling system at Norwalk Police Headquarters. The Norwalk Police Headquarters was completed in 2005, using analog technology for security cameras. Over the past twelve years, technology has changed and improved significantly from analog to digital, rendering the current system outdated. Additionally, cameras in the cell block area fail intermittently due to poor wire connections which creates a security risk. The updated cameras, cabling and control boxes will increase the reliability of the camera system and will also enhance security with higher definition pictures necessary to document events.

On January 9, 2017 the City's Purchasing Department received eight (8) bids for the supply and installation of new IP Cameras and cabling system for the Norwalk Police Headquarters. Below is a summary of the bids received:

FIRM	Total Lump Sum Bid
Etricity Electrical Co., Inc.	\$66,411.32
Security Specialists	\$78,559.33
Mercury Security, LLC	\$80,710.91
Omni Data, LLC	\$82,452.29
Total Security	\$82,707.00
Telserv, LLC	\$87,983.07
Johnson Controls, Inc.	\$89,290.00
Tyco Integrated Security	\$91,710.83

After reviewing the submissions, the Purchasing Department and the Office of Building Management would like to recommend the award to the apparent low bidder, Etricity Electrical Co.

ACTION REQUESTED:

- a. **Authorize the Purchasing Agent to issue Purchase Order to Etricity Electrical Co., Inc., for the Norwalk Police Headquarters Camera Upgrade**

Project for a total not to exceed \$66,411.32. Funds are available from account #0917 7100 5777 C0137.

- b. Authorize the Office of Building Management to issue change orders on Purchase Order for a total not to exceed \$6,641.**



DEPARTMENT OF PUBLIC WORKS

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT
COMMITTEE

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

RE : NORWALK SENIOR CENTER – RESTROOM RENOVATION

DATE: FEBRUARY 24, 2017

The Norwalk Senior Center moved into Roosevelt Center in 1993. The Center secured State funds and implemented various improvements which included minor updates to the restrooms. As the Senior Center provides services to the elderly which requires greater level of accessibility throughout the building, the Senior Center recently requested funds for the renovation of the two main restrooms. Norwalk Redevelopment Agency allocated \$45,007 in CDBG funds. Additional funds were made available from Human Relation's ADA Improvements Capital Budget account and Building Management Capital Budget account. The total budget including design fee is approximately \$122,000.

In the fall of 2016, the architectural firm of Gill & Gill completed the design for the renovation of the restrooms. The Purchasing Department advertised the project for bids in November and attached is a summary of the bids. The apparent low bidder was working with Redevelopment Agency on a project at the time. This project did not meet expectation and hence, we would like to reject this contractor as the qualified low bidder for the Senior Center restroom renovation project.

The next lowest bid was submitted by DPM Contracting in the amount of \$106,088.00. We met with this contractor to review the project scope and reached out to their references. Based on available information, we would like to recommend the award of the project to DPM Contracting.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute a Contract with DPM Contracting for the restrooms renovation project at Norwalk Senior Center for a total not to exceed \$106,088.00. Funds are available from Redevelopment Agency CDBG, Human Relations ADA acct. #09171000 5777 C0526 and Building Management capital improvement account #0916/17 7100 5777 C0476.**
- b. Authorize Building Management to issue Change Order on Contract for a total not to exceed \$10,608.00**

Cc; Beatrix Winters, Norwalk Senior Center
Tim Carney, Redevelopment Agency
Adam Bovilsky, Human Relations
Darlene Young, Human Relations
Ben Luce, Purchasing
Sharon Conners, Purchasing
Mike Sgobbo, Building Management

**Norwalk Purchasing Department
Response Summary Project # 3712
Norwalk Senior Center - Toilet Rooms Renovation**

[illegible]

MENT SATURDAY 16th

~~PERSONAL/FAMILY~~
ASSOCIATION/CLUB

~~COMPANY/BUSINESS~~

TO EXECUTE THE LICENSE AGREEMENT: Richard Traum TITLE: President / Founder

ADDRESS: 24 Indian Road, E-MAIL ADDRESS: gwilliams@achillesinternational.org

CITY: Trumbull STATE: CT ZIP CODE: 06611

HOME PHONE: 203-268-6468 BUSINESS PHONE: 917 597 8507 CELL PHONE: 917 597 8507

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Shady Beach, Norwalk NUMBER OF PARTICIPANTS: ~250

EVENT: Lighthouse To Lighthouse Race DATE REQUESTED: September 16th 2017

SET UP TIME: 6:00am STARTING TIME: 9:30am ENDTIME: 4:30pm RAIN DATE:
none (RAIN DATE NOT
APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES X NO _____
ARE YOU SERVING FOOD: YES X NO _____

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES

**PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED
DEPOSIT/FEE'S ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS**

IS THE GROUP GOING TO SWIM? YES _____ NO X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO X _____
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: ehelb DATE: 9/30/2016

FOR OFFICE USE ONLY

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

COMMON COUNCIL APPROVAL: YES _____ NO _____ N/A _____ DATE: _____

DIRECTOR'S SIGNATURE: _____ **DATE:** _____
(Signature required)

Date to Committee: 2/8/16
Entered into Calendar: _____
Deposit Received: _____
Insurance Received: _____
Entered into ReCTrac: _____

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

SUNDAY 17TH

PLEASE PRINT

PERSONAL/FAMILY
ASSOCIATION/CLUB

COMPANY/BUSINESS

ORGANIZATION NAME: Achilles International (501c3)
NAME OF CORPORATE OFFICER AUTHORIZED
TO EXECUTE THE LICENSE AGREEMENT: Richard Traum TITLE: President / Founder

YOUR NAME: Gary Williams TITLE: Manager - Kayak Program

ADDRESS: 24 Indian Road, E-MAIL ADDRESS: gwilliams@achillesinternational.org

CITY: Trumbull STATE: CT ZIP CODE: 06611

HOME PHONE: 203-268-6468 BUSINESS PHONE: 917 597 8507 CELL PHONE: 917 597 8507

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Shady Beach, Norwalk NUMBER OF PARTICIPANTS: ~150

EVENT: Lighthouse To Lighthouse Race DATE REQUESTED: September 17th 2017

SET UP TIME: 8:30am STARTING TIME: 9:30am END TIME: 3:00pm RAIN DATE:
none (RAIN DATE NOT
APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES _____ NO X
ARE YOU SERVING FOOD? YES X NO _____

ARE YOU REQUESTING A TENT? YES *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO;
ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING
STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? NO

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IS THE GROUP GOING TO SWIM? YES _____ NO X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE
LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO X
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: [Signature] DATE: 9/30/2016

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
COMMON COUNCIL APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
DIRECTOR'S SIGNATURE: _____ DATE: _____
(Signature required)

Date to Committee: 2/8/16
Entered into Calendar: _____
Deposit Received: _____
Insurance Received: _____

**NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM**

PLEASE PRINT

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

ORGANIZATION NAME: Ninety 9 Bottles

NAME OF CORPORATE OFFICER AUTHORIZED

TO EXECUTE THE LICENSE AGREEMENT:

TITLE: _____

YOUR NAME: Kym Soleng

TITLE: _____

ADDRESS: 19 Midrocks Dr

E-MAIL ADDRESS: KS00SUS@yahoo.com

CITY: Norwalk

STATE: CT

ZIP CODE: 06851

HOME PHONE: 203 644 5214

BUSINESS PHONE: Same

CELL PHONE: Same

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: OYSTER SHELL

NUMBER OF PARTICIPANTS: 1,000

EVENT: Ninety 9 Bottles Craft Beer Fest

DATE REQUESTED: 6-3-17

SET UP TIME: 9 am

STARTING TIME: 2 pm

ENDTIME: 5 pm

RAIN DATE: 6/4/17

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

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

ARE YOU SERVING FOOD: YES ☐ NO ☒

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

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

YES

NO

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

YES

NO

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

YES

NO

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

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

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

APPLICANT'S SIGNATURE: Kym Soleng

DATE: 2/27/17

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES ☐ NO ☐ N/A ☐ DATE: _____

COMMON COUNCIL APPROVAL: YES ☐ NO ☐ N/A ☐ DATE: _____

DIRECTOR'S SIGNATURE: _____ DATE: _____

(Signature required)

Date to Committee: 3/8/17
Entered into Calendar: 2/27
Deposit Received: ..
Insurance Received: ..
Entered into RecTrac: 2/27

**NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM**

PLEASE PRINT

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

ORGANIZATION NAME: Team Mossman Events

NAME OF CORPORATE OFFICER AUTHORIZED

TO EXECUTE THE LICENSE AGREEMENT:

Clayton Tebbetts

TITLE: Race Director

YOUR NAME: Clayton Tebbetts

TITLE: Race Director

ADDRESS: 109 Sanford St #6

E-MAIL ADDRESS: ironmanact@aol.com

CITY: Hamden

STATE: CT

ZIP CODE: 06514

HOME PHONE: Same

BUSINESS PHONE: Same

CELL PHONE: 203 530 3650

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Calf Pasture Beach

NUMBER OF PARTICIPANTS: 400

EVENT: Mossman Sprint Triathlon

DATE REQUESTED: July 15 + 16

SET UP TIME: 10A/5A
7/15-7/16

STARTING TIME: 6:30A
7/16

ENDTIME: 11Am 7/2

RAIN DATE: 0 ~~7/15~~ ~~7/16~~
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

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

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE.

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

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IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☒ NO ☐
If yes, name of person(S) Calf Pasture Lifeguards 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: [Signature]

DATE: 2/1/17

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES ☐ NO ☐ N/A ☐ DATE: ☐
COMMON COUNCIL APPROVAL: YES ☐ NO ☐ N/A ☐ DATE: ☐
DIRECTOR'S SIGNATURE: ☐ DATE: ☐
(Signature required)

Date to Committee: 3/8/17
Entered into Calendar: ☐
Deposit Received: ☐
Insurance Received: ☐
Entered into RecTrac: ☐

Date change - originally
submitted 2/1/17

NORWALK RECREATION AND PARKS DEPARTMENT

FACILITY USAGE AND PARK FEES 2017-18

	2016 Department Fees	2017-18 Department Recommendation	2017-18 Committee Recommendation
VETERANS PARK LAUNCHING RAMPS			
Resident Boat Stickers(Unlimited Launches)	\$25.00 / \$20.00 Seniors 66 & Over	\$25.00 / \$20.00 Seniors 66 & Over	\$20.00 / \$15.00 Seniors 66 & Over
Non Resident Launches(Weekdays)	\$20.00	\$25.00	\$25.00
Non Resident Launches(Weekends & Holidays)	\$25.00	\$30.00	\$30.00
Non Resident Launch Stickers	\$140.00	\$160.00	\$160.00
	(Unlimited Launches)	(Unlimited Launches)	(Unlimited Launches)
VETERAN'S PARK MARINA			
Residents under age 66	\$42.00 P/F	\$42.00 P/F	\$42.00 P/F
Residents/Non Residents age 66 and over	\$35.00 P/F	\$35.00 P/F	\$35.00 P/F
Non Residents	\$42.00 P/F	\$42.00 P/F	\$42.00 P/F
Dinghies (Senior Residents & Non-Residents)	\$29.00 P/F	\$29.00 P/F	\$29.00 P/F
Dinghies (All Others)	\$35.00 P/F	\$35.00 P/F	\$35.00 P/F
VETERAN'S PARK VISITOR'S DOCKS AND MOORINGS			
Day Block 8:00 AM - 4:00 PM	\$ 1.00 P/F \$ 3.00(Elec)	\$ 1.00 P/F \$ 3.00(Elec)	\$ 1.00 P/F \$ 3.00(Elec)
Night Block 4:00 PM - 12:00 AM	\$ 1.00 P/F \$ 3.00(Elec)	\$ 1.00 P/F \$ 3.00(Elec)	\$ 1.00 P/F \$ 3.00(Elec)
Overnight Block 12:00 AM - 8:00 AM	\$ 1.00 P/F \$ 6.00(Elec)	\$ 1.00 P/F \$ 6.00(Elec)	\$ 1.00 P/F \$ 6.00(Elec)
Commercial Cruise Operators	\$3.00 P/F anytime	\$3.00 P/F anytime	\$3.00 P/F anytime
Parking for Cruise's/Busses	\$5.00 per vehicle	\$10.00 per vehicle	\$10.00 per vehicle
Residents			
Landlock Town Stickers	\$175.00	\$200.00	\$225.00
Non Resident Off Peak Stickers	\$50.00	\$50.00	\$50.00
Non Resident Parking (Weekdays)	\$25.00	\$25.00	\$30.00
Non Resident Parking (Weekends)	\$30.00	\$30.00	\$35.00
Non Resident Off Peak Parking	\$10.00	\$10.00	\$10.00
Non Resident Fireworks Parking	\$30.00	\$30.00	\$30.00
Beach Concession Parties	\$10.00	\$10.00	\$10.00
Veterans Park Non Resident (Daily Parking)	\$5.00	\$5.00	\$5.00
Cranbury Park Daily	\$5.00	\$5.00	\$5.00
Cranbury Park Seasonal (Non-Resident)	\$75.00	\$75.00	\$125.00
CORPORATE LUNCH PARKING STICKERS			
Company Purchasing Less Than 30	\$45.00 Each	\$50.00 Each	\$50.00 Each
Company Purchasing More Than 30	\$35.00 Each	\$40.00 Each	\$40.00 Each
GRASS/IRAM/SHEA ISLAND			
Non Resident Registration Fee	\$25.00 per night per campsite	\$25.00 per night per campsite	\$25.00 per night per campsite
Resident/Non Resident Camping Fee	\$10.00 per night per campsite	\$10.00 per night per campsite	\$10.00 per night per campsite

NORWALK RECREATION AND PARKS DEPARTMENT

FACILITY USAGE AND PARK FEES 2017-18

	2016 Department Fees	2017-18 Department Recommendation	2017-18 Committee Recommendation
CRANBURY PARK PICNIC PAVILION #1			
Groups of less than 50	\$125 + \$50 P/H Custodian Min 3 Hrs.	\$300 Including Custodial Fee	\$300 Including Custodial Fee
Groups of 50-89	\$150 + \$50 P/H Custodian Min 3 Hrs.	\$350 Including Custodial Fee	\$350 Including Custodial Fee
Groups of 100-149	\$200 + \$50 P/H Custodian Min 3 Hrs.	\$450 Including Custodial Fee	\$450 Including Custodial Fee
Groups of 150 or more	\$250 + \$50 P/H Custodian Min 3 Hrs.	\$500 Including Custodial Fee	\$500 Including Custodial Fee
10% Discount for Non Norwalk Non Profit Groups		10% Discount for Norwalk Non Profit Groups	10% Discount for Norwalk Non Profit Groups
CRANBURY PARK BUNK HOUSE/PAVILION #2			
Bunk House	\$175.00/PH Min 3 Hrs.	\$225.00 ph/\$50.00 additional hours	\$225.00 ph/\$50.00 additional hours
Bunk House & Pavilion #2	\$175.00/PH & \$125 Min 3 Hrs.	\$225.00 ph/\$50.00 additional hours	\$225.00 ph/\$50.00 additional hours
Cranbury Pavilion #2	\$150 + \$50/PH Custodian Min 3 Hrs.	\$350.00	\$350.00
Refundable Security Deposit (Bunkhouse)	\$500.00	\$1,000.00	\$1,000.00
CRANBURY PARK MANSION			
Mid Week Business Special ^(***)		\$500.00 for 3 hours + \$100 Additional P/H	\$500.00 for 3 hours + \$100 Additional P/H
3 Hour Rental	\$1,000	N/A	N/A
5 Hour Rental	\$1,750.00	\$1,900.00	\$1,900.00
9 Hour Rental ^(**) ^(****)	\$3,100.00	\$3,500.00	\$3,500.00
5 Hour Rental ^(**) ^(****)	\$2,375.00	\$2,500.00	\$2,500.00
Additional Hours	\$400.00 P/H	\$400.00 P/H	\$400.00 P/H
Tea House & Garden	\$125.00 P/H	\$150.00 P/H	\$150.00 P/H
Refundable Security Deposit	\$1,000.00	\$1,000.00	\$1,000.00
^(***) 25 % Non Refundable deposit due 15 days after approval.			
^(****) Inclusive of Custodian, Mansion, Tables, Chairs and Terrace			
^(****) Inclusive of Custodian, Tables, Chairs, Terrace and Tea Garden			
10% Discount for Non Norwalk Non Profit Groups		10% Norwalk Residents	10% Norwalk Residents
FACILITY USAGE FEES			
Non Dept. Program Participant Fee	\$5.00	\$5.00	\$5.00
Picnic Table Rental Shady Beach	\$5.00	\$5.00	\$5.00 Resident/\$25.00 Non Resident
PARK USAGE FEES			
Groups of less than 250 ^{**}	\$500 + \$50 P/H Custodian Min 3 Hrs.	\$500 + \$50 P/H Custodian Min 3 Hrs.	\$500 + \$50 P/H Custodian Min 3 Hrs.
Groups of less than 500 ^{**}	\$750 + \$50 P/H Custodian Min 3 Hrs.	\$750 + \$50 P/H Custodian Min 3 Hrs.	\$750 + \$50 P/H Custodian Min 3 Hrs.
Groups of 500 - 1500 ^{**}	\$1,350 + \$50 P/H Custodian Min 3 Hrs.	\$1,500 + \$50 P/H Custodian Min 3 Hrs.	\$1,500 + \$50 P/H Custodian Min 3 Hrs.
Groups of 1501 or more ^{**}	\$1,600 + \$50 P/H Custodian Min 3 Hrs.	\$1,700 + \$50 P/H Custodian Min 3 Hrs.	\$1,700 + \$50 P/H Custodian Min 3 Hrs.
10% Discount for Non Norwalk Non Profit Groups		20% Discount for Norwalk Non Profit Groups	20% Discount for Norwalk Non Profit Groups
**25% Non Refundable deposit due 15 days after approval			
Fodor Farm			
Pavilion	\$125.00 + \$50 P/H Custodian Min 3 Hrs.	\$150.00 + 50 P/H Custodian Min 3 Hrs.	\$150.00 + 50 P/H Custodian Min 3 Hrs.
Barn with Kitchen	\$150.00/PH Min 3 Hrs.	\$225.00 ph/\$50.00 additional hours	\$225.00 ph/\$50.00 additional hours
Refundable Security Deposit	\$500.00	\$1,000.00	\$1,000.00

NORWALK RECREATION AND PARKS DEPARTMENT

FACILITY USAGE AND PARK FEES 2017-18

	2016 Department Fees	2017-18 Department Recommendation	2017-18 Committee Recommendation
CALF PASTURE BEACH PAVILION TENTS			
Time Block 11:30 AM - 3:30 PM	\$425.00	\$450.00	\$450.00
Time Block 5:00 PM - 9:00 PM	\$425.00	\$450.00	\$450.00
Both Time Blocks 11:30 - 9:00 PM	\$625.00	\$675.00	\$675.00
Cafe Mu' Tiki Lounge	\$175.00 2 hours	\$175.00 2 Hours	\$175.00 2 Hours
SHOWMOBILE FEES			
Rental Fee	\$400.00 + \$200.00 set-up/take down	\$400.00 + \$200.00 set-up/take down	\$400.00 + \$200.00 set-up/take down
Norwalk Based Non Profit Organization	\$200.00 + \$200.00 set-up/take down	\$200.00 + \$200.00 set-up/take down	\$200.00 + \$200.00 set-up/take down
BALL FIELD LIGHTING FEE	\$250.00 per evening	\$250.00 per evening (Non Norwalk Leagues)	\$250.00 per evening (Non Norwalk Leagues)
		includes supervisor to turn on/off	includes supervisor to turn on/off
Norwalk League		\$25.00 per hour	\$25.00 per hour
FIELD RENTAL		\$350 Per Field Per Day	\$350 Per Field Per Day
		(Baseball) 1 Field Maint \$300	(Baseball) 1 Field Maint \$300
		2 Field Maint \$600	2 Field Maint \$600

Mocciae, Mike

From: CTHARBORMASTER@aol.com
Sent: Wednesday, March 08, 2017 10:21 AM
To: Mocciae, Mike
Subject: Contract

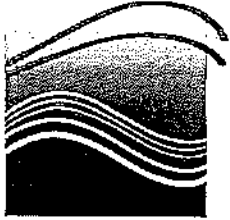
Michael as per our budget request that is approved for the maintenance and operating expenses associated with the Veterans Park pump out station under the Federal Clean Vessel Act.

The formal contract to be signed by the Mayor is between the City of Norwalk and the Department of Energy and Environmental Protection Agency.

Contract period is for the 2017 boating season

The amount of contract @ 75 % reimbursement for eligible operating expenses is not to exceed \$ 6,352.83

Michael Griffin
Norwalk Harbor Master



Connecticut Department
of
**ENERGY &
ENVIRONMENTAL
PROTECTION**

February 24, 2017

Mr. Michael Griffin
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Re: 2017 Clean Vessel Act Grant

Dear Mr. Griffin:

Enclosed for signature are 2 copies of a contract between City of Norwalk and the Department of Energy and Environmental Protection providing funding for the above referenced project. Each contract consists of a packet containing a signature page, standard administrative terms and conditions and Appendices containing at a minimum a Scope of Work and Schedule of Payments. This contract is in the amount of \$6,352.83 and will be in effect from January 1, 2017 or contract execution (whichever comes later) through December 31, 2017.

For timely contract approval, we request that the attached documents be returned no later than **March 10, 2017**.

We appreciate your cooperation and assistance. If you have any questions or problems regarding the contract approval process, please feel free to contact me at (860) 447-4353. Should you have any questions concerning the Scope of Work or Schedule of Payments, please contact Kate Brown at (860) 447-4340.

Sincerely,


Mirafior M. Powe, Secretary
DEEP – Boating Division
P.O. Box 280, 333 Ferry Road
Old Lyme, CT 06371-0280

mp
enclosures

Contract

Processing Instructions

CHRO Contract Compliance Monitoring Report Forms (if over \$4,000)

Model Resolution/Incumbency Certification (not required for individuals)

Processing Instructions

1. Have both contract signature pages (Personal Service Agreement form) signed by the official authorized in the resolution to execute contracts with the DEEP (sign only on spaces marked). Signatures must match typed names exactly. Be consistent with use of middle initials and any title such as Jr., III, etc.;
2. **Scan and upload current certifications on the DAS BizNet Connection** (New Process as of October, 2011) at <https://www.biznet.ct.gov/AccountMaint/Login.aspx>. If the documents have been updated and uploaded within the timeframes noted on the OPM websites noted in a. and b. below, (generally one year), no further action is required. Additional information on the BizNet Connection can be found at <http://das.ct.gov/crl.aspx?page=372> and an instructional guide to uploading documents can be found at <http://das.ct.gov/images/1090/Upload%20Instructions.pdf>.
 - Obtain a **Nondiscrimination Certification** attesting that you or your company have adopted a policy which supports the nondiscrimination policies included in CGS Sec. 4a-60 and 4a-60a as amended. A copy of the form is attached.
3. In accordance with CHRO Regulations, contracts in excess of \$4,000.00 require completion and submission of certain Contract Compliance paperwork by the Contractor. Before we can release payment on the contract, this paperwork must be completed and submitted to DEEP. In certain cases CHRO requires pre-approval of an Affirmative Action Plan prior to execution of a contract.

Contract Amount	Bidder Contract Compliance Monitoring Report Required – Affidavit for Certification of Subcontractors as MBE's, as applic.	Affirmative Action Plan Required	CHRO Requires Pre Approval of Affirmative Action Plan
\$0-\$4,000.00	No paperwork required.		
\$4,000.01 - \$9,999.99	No	No	n/a
Non Public Works Contract			
\$10,000 - \$249,999.99	Yes	No	n/a
\$250,000 or more	Yes	Yes	No
Public Works Contract			
\$10,000 - \$50,000.00	Yes	No	n/a
\$50,000.01 - \$500,000	Yes	Yes	No
\$500,000.01 or more	Yes	Yes	Yes

4. Return the contract in its entirety (as described in the first paragraph of this letter), along with the resolution, CHRO and other paperwork as soon as possible in order to obtain the remaining state approvals.

CHECK ONE:

☒ GRANT
☐ PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ☒ ORIGINAL
☐ AMENDMENT

(2) IDENTIFICATION #s.
P.S.

P.O.

CONTRACTOR

(3) CONTRACTOR NAME

City of Norwalk

(4) ARE YOU PRESENTLY A STATE
EMPLOYEE? ☐ YES ☒ NO

CONTRACTOR ADDRESS

125 East Avenue, Norwalk, CT 06851

CONTRACTOR FEIN/SSN
06-6011881

STATE
AGENCY

(5) AGENCY NAME AND ADDRESS

Department of Energy and Environmental Protection - 79 Elm Street, Hartford, CT 06106-5127

(6) Dept No.
DEP43000

CONTRACT
PERIOD

(7) DATE (FROM)
Upon Execution

THROUGH (TO)
12/31/17

(8) INDICATE

☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. ☒ NEITHER

COMPLETE
DESCRIPTION
OF SERVICE

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.

Appendix A consists of three pages numbered A-1 through A-3 inclusive.

Page 1 of 8

Standard Terms and Conditions are contained in Pages 2 through 8 and are attached hereto and made a part hereof.

Operation and Maintenance Costs Associated with a Land Based MSDF

COST AND
SCHEDULE OF
PAYMENTS

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of one page numbered B-1).

Total Payments Not to Exceed the Maximum Amount of \$6,352.83.

(11) OBLIGATED AMOUNT
\$6,352.83

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$6,352.83	DEP44434	12060	20954	64012	DEPA00002007109	155058	2017			55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS

(23) STATUTORY AUTHORITY

CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended
CGS Sec. 7-148(c) as amended (mun. auth.)

(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)

TITLE

DATE

(25) AGENCY (AUTHORIZED OFFICIAL)

TITLE

Chief, Bureau of Outdoor Recreation

DATE

(26) ATTORNEY GENERAL (APPROVED AS TO FORM)

DATE

STANDARD TERMS AND CONDITIONS

(Rev. 6-9-2016)

1. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
2. Indemnification.
 - (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
 - (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
 - (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS and the Client Agency all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. Contractor shall provide an annual electronic update of the 3 documents to the Client Agency and DAS on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
 - (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
3. Anti-Trust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, et seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
4. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
5. Definitions:
 - (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
 - (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
 - (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
 - (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."

- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Claim. The definition of which is: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
- (g) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (h) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (i) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (j) Confidential Information. shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (k) Confidential Information Breach. shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
6. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
7. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
8. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
9. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
10. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
11. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
12. Set Aside. State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and

subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.

13. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
14. Audit Requirements for Recipients of State Financial Assistance.
For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
15. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
16. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
17. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," see attached.
18. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
19. Termination.
 - (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
20. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
21. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
22. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
23. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
24. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Confidential Information. The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
26. Protection of Confidential Information.
- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

- b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 3) A process for reviewing policies and security measures at least annually;
 - 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
 - d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
 - e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
27. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
28. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
29. Tangible Personal Property.
- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
 - (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
 - (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require

to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

30. Discharge of sewage to waters of the state. In accordance with Section 22a-430-3(k) of the Regulations of Connecticut State Agencies, within two hours of any discharge of sewage from a pumpout facility to a water of the state or to the ground, the owner or operator of such facility shall report such discharge to the Director of the Permitting, Enforcement and Remediation Division of the DEEP during normal business hours at (860) 424-3018, to the Department's Emergency Response Unit at all other times at (860) 424-3338, and to the Director of Health in each affected municipality.
31. Registration for DEEP Stormwater General Permit. If Contractor has a stormwater point discharge, the Contractor is required by Section 22a-430b of The General Statutes of Connecticut to register for the stormwater general permit for industrial activity. A stormwater pollution prevention plan must also be prepared, and sampling of runoff conducted once a year during a rain event.
32. Sale of Docking Facility. The owner or operator of a docking facility to receive grant funds will, if the docking facility is to be sold, and upon sale of the docking facility, ensure that conditions of this Contract be made part of any sale agreement with new owner.
33. Title to Equipment. Title to equipment purchased under this Agreement shall vest in the Contractor. If the Contractor determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this Contract period and any extensions thereof, the Contractor shall inform the DEEP in writing within 30 days of such determination. Such equipment shall be transferred by the Contractor to a third party approved by the DEEP for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to a new operator in accordance with this provision, the equipment shall either be returned to the DEEP for use for grant purposes or it shall be disposed in accordance with 50 CFR Part 85 ; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.
34. Non-Federal Match Documentation. The Contractor shall contribute at least 25% of the Total Project Cost as cost sharing or non-federal match. Such cost sharing or match may be provided as cash costs or third party in-kind services provided such services are reasonable and necessary for grant purposes. Allowability of any cost sharing or match shall be determined in accordance with 50 CFR Part 85 ; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. The Contractor shall maintain records that adequately document the valuation of non-federal match/in-kind services in accordance with 50 CFR Part 85 ; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. The Contractor shall submit a summary of the valuation to DEEP.
35. Program Income. Income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period is defined as program income per 50 CFR Part 85 ; and 2 CFR 200 as applicable and as adopted in regulation by 2 CFR 1402.100 Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs. Program income that the subgrantee did not anticipate at the time of the award shall be used to reduce the Federal/State share and grantee contributions rather than to increase the funds committed to the project.
36. Allowable Costs. All costs charged by the Contractor and subcontractors must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project. The costs also must be allowable and well documented, in conformance with specific federal requirements (50 CFR Part 85 ; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. Applicable CFRs are located at the following websites:
<https://www.gpo.gov/fdsys/pkg/CFR-2015-title2-vol1/pdf/CFR-2015-title2-vol1-subtitleA-chapII.pdf>
<https://www.gpo.gov/fdsys/pkg/CFR-2015-title50-vol9/pdf/CFR-2015-title50-vol9-part85.pdf>
37. Entertainment Costs. In accordance with Circular A-122 (non-profits) and A-87 (State, Local, and Indian Tribal Governments) the cost of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities and alcoholic beverages are not allowable expenses.
38. Contract Work Hours and Safety Standards Act. If this Contract funds construction that exceed \$100,000.00 or other work that involves the employment of mechanics or laborers that exceeds \$2,500.00, the Contractor shall ensure that the wages of every mechanic and laborer shall be computed on the basis of a standard work week of 40 hours pursuant to sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Information on the Contract Work Hours and Safety Standards Act can be found on the Department of Labor web-site at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm>.
39. Suspension and Debarment. The Contractor shall make no Contracts with parties listed on the General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. The Contractor may access the Excluded Parties List System at <http://epls.arnet.gov/>. By signing this Contract the Contractor certifies that neither the Contractor nor its principal(s) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
40. Copeland "Anti-Kickback" Act. (18 U.S.C. 874 and 40 U.S.C. 276c)—If this Contract is in excess of \$100,000.00 for construction or repair, the Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor

regulations (29 CFR part 3, "contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall include language requiring compliance with this provision in any subcontract awarding funds provided in this Contract in excess of \$100,000.00. The Commissioner shall report all suspected or reported violations to the U.S. Fish & Wildlife Service.

41. Certifications Regarding Lobbying. Byrd Anti-Lobbying Amendment: The Contractor shall not use any of the funds provided in this Contract to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following Federal actions:
- a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If this Contract is in excess of \$100,000.00 the Contractor and any subcontractors awarded funds from this Contract in excess of \$100,000.00 shall file the declaration required by 31 U.S.C. 1352 (b). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Commissioner.

42. Drug Free Workplace. The Contractor shall provide a Drug Free Workplace in compliance with 41 USC Section 702. The Contractor agrees to make a good faith effort, on a continuing basis, to maintain a drug-free workplace as a condition for receiving federal funds under this Contract. The specific measures the Contractor must take in this regard are described in more detail in 43 CFR Part 43.

Briefly, those measures are to:

- a. Publish a drug-free workplace statement and establish a drug-free awareness program for its employees (Sec. 43.205 through 43.220);
 - b. Take actions concerning employees who are convicted of violating drug statutes in the workplace (Sec. 43.225); and
 - c. Identify all known workplaces under its Federal awards (Sec. 43.230).
43. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: — the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). The Commissioner shall report violations to the Fish & Wildlife Service and the Regional Office of the Environmental Protection Agency (EPA).
44. Contractor Responsibility. The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact with DEEP concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues.
45. Provisions of Law Incorporated by Reference. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted and made a part of this Contract and this Contract shall be read and enforced as though such provisions were incorporated into this Contract. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

APPENDIX A

SCOPE OF WORK

Purpose:

Operation and Maintenance Costs Associated with a Land Based MSDF: To continue the operation and maintenance of a no cost Marine Sewage Disposal Facility (MSDF) to the public at City of Norwalk located in Norwalk, CT for the 2017 calendar year boating season.

Description: The Contractor agrees to conduct the following Award Types:

Award Type

- **Operation and Maintenance Costs Associated with a Land Based MSDF:**
The owner or operator of City of Norwalk (the Contractor) shall operate and maintain, in the Norwalk River, a MSDF which shall include: providing trained staff to run the MSDF, maintaining the MSDF in good operating condition, equipment repairs, supplies, properly disposing of waste, and operating the MSDF during normal business hours.

More specifically, the project shall consists of the following tasks:

Operation and Maintenance Costs Associated with a Land Based MSDF

1. **Budget:** The Contractor shall adhere to the budget which is included in this Contract (see Appendix C). If the Contractor would like to change or add additional funds to the original budget, such request must be sent in writing to Kate Brown. Department of Energy and Environmental Protection (DEEP) shall determine the availability of funding to cover the additional project components and notify the Contractor of such availability.
2. **Operation and Maintenance of pumpout/dump stations:** The Contractor shall operate and maintain the pumpout and dump stations constructed, renovated, operated, or maintained with such grant funds to function as intended for the full period of their useful life and in a manner that provides adequate service, promotes use, and protects public health. Such operation shall include having trained personnel available to facilitate operation of the pumpout; appropriate protective clothing (such as gloves) and hand-washing facilities to protect the operator; and a schedule for maintenance. Reimbursable labor costs must include only the actual time spent operating, maintaining or repairing the MSDF.
3. **Public access to pumpout/dump stations:** The Contractor shall allow all recreational vessels access to and service at pumpout and dump stations constructed, renovated, operated, or maintained with these grant funds, for the full period of their useful life. The MSDF must continue to be located such that it is reasonably available to transient boats of sufficient size to be equipped with holding tanks. Relocation of pumpouts may not occur without written authorization of the DEEP.
4. **Signs and symbols:** The Contractor shall install and/or maintain signs provided by the DEEP in a manner to be clearly visible and to direct boaters entering such facility to pumpout and dump stations. Appropriate information signs, provided by the Contractor, shall be installed and/or maintained at pumpout and dump stations indicating restrictions, hours of operation, operating instructions (if applicable), and a contact name and phone number to call in case of emergency or if the MSDF is inoperable. All such signs shall acknowledge that the MSDF was constructed, improved, or operated/maintained with funds from the Clean Vessel Act; suggested language: "This pumpout facility is operated and maintained with funds provided

by the Connecticut Department of Energy and Environmental Protection, authorized by the Federal Clean Vessel Act.”

5. **Fee charges for use of facilities:** The Contractor may not charge a fee for each use of the pumpout/dump stations constructed, renovated, operated or maintained with such grant funds. The Contractor shall make a good faith effort to promote use of the pumpout/dump stations constructed, renovated, operated, or maintained with such grant funds, and is encouraged to include as part of this promotion the provision of free pumpout/dump station service. A fee shall not be charged without the prior approval of the DEEP.
6. **Records:** The Contractor shall maintain written records of the use and maintenance of the pumpout and dump stations constructed, renovated, operated, or maintained with these grant funds over the full period of their useful life. Such records shall include date, day of week, and number of gallons pumped for each use of the pumpout station; date and description of maintenance conducted; and the date, volume of sewage removed from a storage tank, the identity of the person(s) that removes and transports such sewage, and the identity and location of the facility to which such sewage was transported (See Appendix D). Such records shall be available to the DEEP promptly upon request.
 - a) The Contractor shall submit the records (See Appendix D) and invoice (See Appendix E) to the DEEP no later than January 15, 2018. During the period of this contract and any amendment thereto, such records shall also include a summary of payroll records documenting operations & maintenance activities.
 - b) Following expiration of this contract or any amendment thereto, the Contractor shall submit the records (See Appendix D) annually on or before December 31 in each year of the useful life of the pumpout station.
7. **Porta-potty dump stations:** The Contractor shall not allow land-based restrooms to be used for the emptying of portable toilets.
8. **Pumpout equipment:** All pumpout and dump station locations shall include equipment for rinsing boat holding tanks, and all rinse water shall be discharged, along with sewage, to the approved disposal system (see Disposal of vessel sewage, below).
9. **Disposal of vessel sewage:** The Contractor shall (1) obtain and maintain approval for the increased flow of sewage to a publicly-owned treatment works (wastewater treatment plant) resulting from the discharge of vessel sewage; or (2) obtain and maintain a valid contract, with a schedule, for the removal of sewage from a storage tank by a licensed septage hauler and for the transport and ultimate disposal of such sewage at a municipal sewage receiving/treatment facility. A storage tank installed for the purpose of receiving and storing pumpout facility waste shall not be used to receive or store waste from any other source unless specifically approved for such use by the local Health Department and the Connecticut Department of Public Health. The MSDF must be used for the collection of boat sewage only (no bilge or oily waste shall be collected).
10. **Compliance with statutes, regulations and permit requirements:** The Contractor shall maintain compliance with all relevant statutes, regulations and permit requirements. The Commissioner of the DEEP has the right to withhold funds if the MSDF is found to be out of compliance with such statutes, regulations or permit requirements.
11. **Hours of Operation:** The Contractor shall operate the MSDF during normal hours of operation of the marina, twenty-four hours a day seven days a week from April 1st through October 31st, unless the DEEP provides written permission specifically allowing otherwise, in response to a written request by the Contractor. Hours of operation must be clearly posted

on a sign at the pumpout facility location.

- 12. Extensions/Amendments:** Formal written amendment of the contract is required for extensions to the final date of the contract period and to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:

- a) revisions to the maximum contract payment,
- b) the total unit cost of service,
- c) the contract's objectives, services, or plan,
- d) due dates for reports,
- e) completion of objectives or services, and
- f) any other Contract revisions determined material by DEEP.

13. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or <mailto:deep.accommodations@ct.gov>

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is six thousand three hundred fifty-two dollars and eighty-three cents (\$6,352.83).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

- a) The contractor will be responsible to ensure correct Invoice Form A (cash and non-cash) or Form B (cash only). Form A and Form B can be found on Appendix E.
- b) Reimbursement Amount shall be released following DEEP's receipt and approval of expenditure invoices submitted on Form A (Appendix E) or Form B (Appendix E) attached hereto.
- c) Following completion of each year's boating season, but not later than December 15th of each year, the Contractor shall submit such documentation to:

Kate Brown
DEEP – Boating Division
P.O. Box 280, 333 Ferry Road
Old Lyme, CT 06371-0280

The DEEP shall review the Logs and Invoices and may, at its discretion, deny or reduce payment to the Contractor if the Logs or Invoice contains insufficient information or erroneous data. Expenses incurred prior to January 1, 2017 or contract execution (whichever comes later) will not be reimbursed nor can they be calculated as match toward the Reimbursement Amount.

Should total Projects costs be less than the amount of payments made, any remaining funds must be refunded to the Connecticut Department of Energy and Environmental Protection through a check made payable to "Department of Energy and Environmental Protection" within 90 days of the Contract expiration date.

**APPENDIX C
BUDGET INFORMATION**

Budget Information

Contract/PSA #:		PO #:	
Vendor Name:	Norwalk, City of	Program:	CVA
Contract Period:			

Please select/check only one Award Type:

Check "X" Below

☒	Operation and Maintenance Costs Associated with a Land Based MSDF	
☐	Operation and Maintenance Costs Associated with a Pumpout Vessel	
☐	Construction/Purchase/Installation of a New MSDF or Repair or Upgrade of an Existing MSDF (Includin	

Cost Categories	Funding Awarded	Match Budget	Total Budget
	(Federal Share) 75% of Total Budget	(Non-Federal Share) 25% of Total Budget	
Personnel:			
Administrative	\$ -	\$ -	\$ -
Program	\$ 4,507.83	\$ 1,502.61	\$ 6,010.44
Contractual	\$ -	\$ -	\$ -
Operating	\$ -	\$ -	\$ -
Boat Expenses	\$ -	\$ -	\$ -
Equipment (including repairs & upgrades/purchases)	\$ 1,185.00	\$ 395.00	\$ 1,580.00
Sewage Waste Removal	\$ -	\$ -	\$ -
Supplies	\$ 660.00	\$ 220.00	\$ 880.00
Construction/Installation Costs	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
Grand Total	\$ 6,352.83	\$ 2,117.61	\$ 8,470.44

APPENDIX D
MSDF USE LOG

Facility Name: _____

Boating Season: _____

Page ____ of ____

[illegible]

MSDF MAINTENANCE LOG

Facility Name: _____

Boating Season: _____

Page _____ of _____

[illegible]

MSDF DISPOSAL LOG

Facility Name: _____

Boating Season: _____

Page _____ of _____

[illegible]

APPENDIX E INVOICE FORM A

CVA Billing Form A

*Programs that have both cash and non-cash expenses please use Form A.
If preferred, this form can be completed electronically or handwritten.

Contract/PSA #:	D Request #:	
Vendor Name:	Norwalk, City of	Award Type:
Period Through:		Invoice Date:

Form Terms:

1. **Cash** - Cash transactions refer to any payments made via cash, check, or credit card. Cash transactions also include payroll expenses.
2. **Non-Cash** - Non-cash transactions include donated material goods or volunteered time to provide services in support of CVA sponsored contract activities.

INSTRUCTIONS:

Handwritten Submissions:

1. If submitted as a handwritten form, ONLY the "INPUT" columns of Sections 1 and 2, and Section 5 are required for your completion. The final reimbursement amount will be calculated by DEEP.
2. Mail a signed hard copy of this form to Kate Brown (see address below) along with supporting documentation.

Electronic Submissions:

Section 1: Expense Report - Cash - This section is to be used to reimburse contractors for approved CVA expenses incurred and paid for according to your DEEP Executed Contract for CVA activity.

1. Please input in Column "B" ONLY to provide the total cost, per cost category, that you wish to be considered for reimbursement.

Please attach supporting documentation.

(Only expenses for cash transactions can be reimbursed using federal funding according to your approved budget. Expenses should be summed by Cost Category and entered on the form consistent with the approved budget line items contained in your executed contract. The form will calculate both the Match and Federal Share of expenses for all cash transactions by cost category.)

Section 2: Expense Report - Non-Cash - This section is to be used to report non-cash transactions.

1. Using Column "A", please list the non-cash goods/services received. (If you need more rows, please attach another form listing your additional non-cash items.)
2. Using Column "B", please enter the value of the respective good/service listed in Column "A".

Please provide supporting detail for non-cash transactions. Include names of individuals/organizations who donated materials or volunteered time (this may be attached,) along with the dates the goods/services were received.

*If preferred, you may enter the total value of all non-cash transactions on one row. Please be sure to attach the appropriate supporting detail.

Once Sections 1-2 are complete, your reimbursement amount will calculate automatically. If your reimbursement amount causes your cumulative reimbursements to exceed your federal budget, that excess amount will be applied to your match share.

Section 3: Budget Report - This section provides you with the budget of your contract and remaining balances based on current and previous reimbursement amounts. There is no need to enter anything into this section. Data will calculate automatically based on your entries from Sections 1-2 and DEEP's entries (if any) on the "Prior Reimbursements" tab of the excel file provided.

Section 4: Contract Budget Summary - This section summarizes all financial activity completed in Sections 1-3. The purpose of the contract budget summary is to compare expenses with approved budgets for the total federal expenses paid, and match contributions incurred for both cash and non-cash items. Once Sections 1-3 are completely filled out, all financial activity will be summarized accordingly in Section 4. Therefore, there is no need to enter anything into this section, it will calculate automatically.

Section 5: Certification -

1. Please read, sign and date this section.

ONCE YOU HAVE COMPLETED SECTIONS 1-5, PLEASE EMAIL THIS FORM TO KATE BROWN AT KATE.BROWN@CT.GOV. PLEASE THEN PRINT AND ATTACH SUPPORTING DOCUMENTATION, WHICH CAN BE SENT TO:

Kate Hughes Brown
Navigation and Boating Infrastructure Unit, Boating Division
Department of Energy and Environmental Protection
333 Ferry Road, P.O. Box 280
Old Lyme, CT 06371
(p) 860.447.4340
(f) 860.434.3501

SECTION 1: Expense Report - Cash

Input Sheet: Please Provide Info below in Columns B-D				Analysis of Allocable CVA Share				Adjusted (N)	
INPUT				(FOR DEEP USE ONLY)				(FOR DEEP USE ONLY)	
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J
	Please Enter Total Costs per Cost Category Below for Each Award Type			Formula-- DO NOT INPUT (Col. E = Col. C + Col. D)	Formula-- DO NOT INPUT (Col. F = 25%)	Formula-- DO NOT INPUT (Col. G = 25%)	Formula-- DO NOT INPUT (Col. H = 25%)	Formula-- DO NOT INPUT (Col. I = 25%)	Formula-- DO NOT INPUT (Col. J = 25%)
Cost Category	Total Costs - O&M Associated with a Land Based MSDF	Total Costs - O&M Associated with a Pumpout Vessel	Total Costs - Construction/ Purchase/ Installation/ Repair/ Upgrade	Total Costs	Match		Fed Share Reimbursement	Match	Fed Share Reimbursement
Cash Costs:									
Administrative Personnel									
Current Request:				\$	\$	\$	\$	\$	\$
Program Personnel									
Current Request:				\$	\$	\$	\$	\$	\$
Contractual									
Current Request:				\$	\$	\$	\$	\$	\$
Operating									
Current Request:				\$	\$	\$	\$	\$	\$
Boat Expenses									
Current Request:				\$	\$	\$	\$	\$	\$
Equipment (including repairs & upgrades/purchases)									
Current Request:				\$	\$	\$	\$	\$	\$
Sewage Waste Removal									
Current Request:				\$	\$	\$	\$	\$	\$
Supplies									
Current Request:				\$	\$	\$	\$	\$	\$
Construction/Installation Costs									
Current Request:				\$	\$	\$	\$	\$	\$
Other									
Current Request:				\$	\$	\$	\$	\$	\$
Subtotal Cash Costs by Award Type	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal All Cash Costs	\$	\$	\$	\$	\$	\$	\$	\$	\$

SECTION 2: Expense Report - Non-Cash

Input Sheet: Please provide info below in Columns A through D				(FOR DEEP USE ONLY)				(FOR DEEP USE ONLY)	
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J
Non-Cash Transactions:				Allocation of Non-Cash Transactions:					
Description of Non-Cash Items / Date Received	Total Costs - O&M Associated with a Land Based MSDF	Total Costs - O&M Associated with a Pumpout Vessel	Total Costs - Construction/ Purchase/ Installation/ Repair/ Upgrade	Total	Match	Federal			
				\$	\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$	\$
Subtotal Non-Cash Transactions	\$	\$	\$	\$	\$	\$	\$	\$	\$
Grand Total Cash and Non-Cash Transactions				\$	\$	\$	\$	\$	\$
Notes:				Calculation of Reimbursement					
1. Non-cash transactions include donated material goods or volunteered time to provide services in support of CVA sponsored contract activities.				Total Costs				\$	
2. Non-cash items can be reported as match, however, per federal regulations, they are not reimbursable. The federal cost share reimbursement must only be for cash expenses.				Proposed Fed Share Based on 75% of Total Costs				\$	
				Actual Federal Reimbursement not to Exceed				\$	
				Total Cash Costs				\$	
				Reimbursement Amount				\$	

SECTION 3: Budget Report
(FOR DEEP USE ONLY)

	Total Budget	Match Budget	Prior Cumulative Match Billing	Current Match Billing	Total Match Billings Reported	Remaining Match Balance	Federal Budget	Prior Cumulative Federal Billing	Current Federal Billing	Total Federal Billings Reported	Remaining Federal Balance	Total Remaining Balance
Cash Costs:	\$ 8,470.44	\$ 2,117.61	\$ -	\$ -	\$ -	\$ -	\$ 6,352.83	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Cash Costs:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total	\$ 8,470.44	\$ 2,117.61	\$ -	\$ -	\$ -	\$ -	\$ 6,352.83	\$ -	\$ -	\$ -	\$ -	\$ -

SECTION 4: Contract Budget Summary
(FOR DEEP USE ONLY)

	Non-Cash Match	Cash Match Share	Total Match	Federal Share - Cash	Total Reported
(A) Contract Budget	\$ 2,117.61	\$ 2,117.61	\$ 4,235.22	\$ 6,352.83	\$ 8,470.44
(B) Prior Cumulative Billing	\$ -	\$ -	\$ -	\$ -	\$ -
(C) Current Bill	\$ -	\$ -	\$ -	\$ -	\$ -
(D) Total Reported per Above	\$ -	\$ -	\$ -	\$ -	\$ -
(E) Remaining Balance (A-D)	\$ 2,117.61	\$ 2,117.61	\$ 4,235.22	\$ 6,352.83	\$ 8,470.44
Cumulative Cost Share %					

SECTION 5: Certification

Certification. Funding provided through your Contract is sourced through the U.S. Fish and Wildlife Service, Clean Vessel Act Program, administered through Connecticut's Department of Energy and Environmental Protection - Boating Division. Funds awarded are restricted to be used solely for allowable costs and expenses as identified per the terms of your Contract.

Any funding provided under the terms of your Contract are subject to audit and investigation by the Office of the Inspector General (OIG) and the State of Connecticut Attorney General's Office (AG), as well as Connecticut's Department of Energy and Environmental Protection (DEEP). Any instances of potential fraud, waste, theft or abuse will be reported by DEEP to the OIG and the AG's office for investigation and prosecution.

Upon submission of your reimbursement request, the Contractor shall affirm, by signing the form on the signature line provided, all of the following:

- The form is complete and accurate.
- All reported costs and expenses were used solely for allowable costs and expenses.
- All reported costs and expenses are supported with original receipts, invoices or other supporting documentation.
- There have been no instances of fraud, theft, waste, abuse, mismanagement or misconduct regarding the funds provided through this Contract.

Print Name and Title of Authorized Representative

Signature of Authorized Representative

Signature of DEEP Authorized Representative

Date

Date

CVA Billing Form B

*This form is to be used for programs with cash expenses only. Programs that have both cash and non-cash expenses please use Form A.
If preferred, this form can be completed electronically or handwritten.

Contract/PSA #: _____ 0

Request #: _____

Vendor Name: Norwalk, City of

Award Type: Operation and Maintenance Costs Associated with a Land Based MSDF

Period Through: _____

Invoice Date: _____

INSTRUCTIONS:

Section 1: Expense Report - Cash - This section is to be used to reimburse contractors for approved CVA expenses incurred and paid for according to your DEEP Executed Contract for CVA activity.

1. Please input in Column "C" ONLY to provide the total cost per cost category that you wish to be considered for reimbursement.

Please attach supporting documentation.

(Only expenses for cash transactions can be reimbursed using federal funding according to your approved budget. Expenses should be summed by Cost Category and entered on the form consistent with the approved budget line items contained in your executed contract.)

(Cash transactions refer to any payments made via cash, check, or credit card. Cash transactions also include payroll expenses.)

Once Section 1 is complete, your reimbursement amount will calculate automatically (if you enter total costs in the electronic, excel version of the form).
If your reimbursement amount causes your cumulative reimbursements to exceed your federal budget, that excess amount will be applied to your match share.

Section 2: Certification -

1. Please read, sign and date this section.

ONCE YOU HAVE COMPLETED SECTIONS 1-2, PLEASE EMAIL THIS FORM TO KATE BROWN AT KATE.BROWN@CT.GOV. PLEASE THEN PRINT AND ATTACH SUPPORTING DOCUMENTATION, WHICH CAN BE SENT TO:

Kate Hughes Brown
Navigation and Boating Infrastructure Unit, Boating Division
Department of Energy and Environmental Protection
333 Ferry Road, P.O. Box 280
Old Lyme, CT 06371
(p) 860.447.4340
(f) 860.434.3501

(If submitting a handwritten copy of this form, simply complete sections 1-2, attach supporting documentation, and mail to the address above.)

SECTION 1: Expense Report - Cash

Column A	Column B	Column C
Budget	Cost Category	Please Enter Total Cost per Cost Category Below Total Costs
<u>\$0.00</u>	<u>Cash Costs:</u>	
	<u>Administrative Personnel</u>	
	Current Request:	
<u>\$6,010.44</u>	<u>Program Personnel</u>	
	Current Request:	
<u>\$0.00</u>	<u>Contractual</u>	
	Current Request:	
<u>\$0.00</u>	<u>Operating</u>	
	Current Request:	
<u>\$0.00</u>	<u>Boat Expenses</u>	
	Current Request:	
<u>\$1,580.00</u>	<u>Equipment (including repairs & upgrades/purchases)</u>	
	Current Request:	
<u>\$0.00</u>	<u>Sewage Waste Removal</u>	
	Current Request:	
<u>\$880.00</u>	<u>Supplies</u>	
	Current Request:	
<u>\$0.00</u>	<u>Construction/Installation Costs</u>	
	Current Request:	
<u>\$0.00</u>	<u>Other</u>	
	Current Request:	
Total Budget	Total Cash Costs	\$ -
\$8,470.44		
	Total Cash Costs	\$ -
	Match Share	
	(Total Match Costs)	\$ -
	Reimbursement Amount	
	(Total Federal Costs)	\$ -

SECTION 2: Certification

Certification. Funding provided through your Contract is sourced through the U.S. Fish and Wildlife Service, Clean Vessel Act Program, administered through Connecticut's Department of Energy and Environmental Protection - Boating Division. Funds awarded are restricted to be used solely for allowable costs and expenses as identified per the terms of your Contract.

Any funding provided under the terms of your Contract are subject to audit and investigation by the Office of the Inspector General (OIG) and the State of Connecticut Attorney General's Office (AG), as well as Connecticut's Department of Energy and Environmental Protection (DEEP). Any instances of potential fraud, waste, theft or abuse will be reported by DEEP to the OIG and the AG's office for investigation and prosecution.

Upon submission of your reimbursement request, the Contractor shall affirm, by signing the form on the signature line provided, all of the following:

- a) The form is complete and accurate.
- b) All reported costs and expenses were used solely for allowable costs and expenses.
- c) All reported costs and expenses are supported with original receipts, invoices or other supporting documentation.
- d) There have been no instances of fraud, theft, waste, abuse, mismanagement or misconduct regarding the funds provided through this Contract.

Print Name and Title of Authorized
Representative

Signature of Authorized Representative

Date

Signature of DEEP Authorized Representative

Date



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

CHECK ONE:
☒ GRANT
☐ PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ☒ ORIGINAL ☐ AMENDMENT	(2) IDENTIFICATION #s. P.S. P.O.
---	--

CONTRACTOR	(3) CONTRACTOR NAME City of Norwalk	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ NO
	CONTRACTOR ADDRESS 125 East Avenue, Norwalk, CT 06851	
STATE AGENCY	(5) AGENCY NAME AND ADDRESS Department of Energy and Environmental Protection - 79 Elm Street, Hartford, CT 06106-5127	CONTRACTOR FEIN/SSN 06-6011881

CONTRACT PERIOD	(7) DATE (FROM) Upon Execution	THROUGH (TO) 12/31/17	(8) INDICATE ☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. ☒ NEITHER
	(6) Dept No. DEP43000		

COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)		
	1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof. Appendix A consists of three pages numbered A-1 through A-3 inclusive. Page 1 of 8 Standard Terms and Conditions are contained in Pages 2 through 8 and are attached hereto and made a part hereof. Operation and Maintenance Costs Associated with a Land Based MSDF		

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.		
	Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of one page numbered B-1). Total Payments Not to Exceed the Maximum Amount of \$6,352.83.		

(11) OBLIGATED AMOUNT \$6,352.83	
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(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$6,352.83	DEP44434	12060	20954	64012	DEPA00002007109	155058	2017			55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.)
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE Chief, Bureau of Outdoor Recreation DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE

STANDARD TERMS AND CONDITIONS

(Rev. 6-9-2016)

1. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
2. Indemnification.
 - (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
 - (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
 - (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS and the Client Agency all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. Contractor shall provide an annual electronic update of the 3 documents to the Client Agency and DAS on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
 - (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
3. Anti-Trust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, et seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
4. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
5. Definitions:
 - (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
 - (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
 - (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
 - (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."

- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Claim. The definition of which is: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- (g) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (h) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (i) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (j) Confidential Information. shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (k) Confidential Information Breach. shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
6. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
 7. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
 8. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
 9. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
 10. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto; provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
 11. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
 12. Set Aside. State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and

subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.

13. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
14. Audit Requirements for Recipients of State Financial Assistance.
For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
15. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
16. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
17. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," see attached.
18. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
19. Termination.
 - (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
20. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
21. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
22. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
23. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
24. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Confidential Information. The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
26. Protection of Confidential Information.
- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

- b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 3) A process for reviewing policies and security measures at least annually;
 - 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
 - d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
 - e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
27. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
28. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
29. Tangible Personal Property.
- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
 - (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
 - (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require

to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

30. Discharge of sewage to waters of the state. In accordance with Section 22a-430-3(k) of the Regulations of Connecticut State Agencies, within two hours of any discharge of sewage from a pumpout facility to a water of the state or to the ground, the owner or operator of such facility shall report such discharge to the Director of the Permitting, Enforcement and Remediation Division of the DEEP during normal business hours at (860) 424-3018, to the Department's Emergency Response Unit at all other times at (860) 424-3338, and to the Director of Health in each affected municipality.
31. Registration for DEEP Stormwater General Permit. If Contractor has a stormwater point discharge, the Contractor is required by Section 22a-430b of The General Statutes of Connecticut to register for the stormwater general permit for industrial activity. A stormwater pollution prevention plan must also be prepared, and sampling of runoff conducted once a year during a rain event.
32. Sale of Docking Facility. The owner or operator of a docking facility to receive grant funds will, if the docking facility is to be sold, and upon sale of the docking facility, ensure that conditions of this Contract be made part of any sale agreement with new owner.
33. Title to Equipment. Title to equipment purchased under this Agreement shall vest in the Contractor. If the Contractor determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this Contract period and any extensions thereof, the Contractor shall inform the DEEP in writing within 30 days of such determination. Such equipment shall be transferred by the Contractor to a third party approved by the DEEP for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to a new operator in accordance with this provision, the equipment shall either be returned to the DEEP for use for grant purposes or it shall be disposed in accordance with 50 CFR Part 85 ; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.
34. Non-Federal Match Documentation. The Contractor shall contribute at least 25% of the Total Project Cost as cost sharing or non-federal match. Such cost sharing or match may be provided as cash costs or third party in-kind services provided such services are reasonable and necessary for grant purposes. Allowability of any cost sharing or match shall be determined in accordance with 50 CFR Part 85 ; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. The Contractor shall maintain records that adequately document the valuation of non-federal match/in-kind services in accordance with 50 CFR Part 85 ; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. The Contractor shall submit a summary of the valuation to DEEP.
35. Program Income. Income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period is defined as program income per 50 CFR Part 85 ; and 2 CFR 200 as applicable and as adopted in regulation by 2 CFR 1402.100 Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs. Program income that the subgrantee did not anticipate at the time of the award shall be used to reduce the Federal/State share and grantee contributions rather than to increase the funds committed to the project.
36. Allowable Costs. All costs charged by the Contractor and subcontractors must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project. The costs also must be allowable and well documented, in conformance with specific federal requirements (50 CFR Part 85 ; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. Applicable CFRs are located at the following websites:
<https://www.gpo.gov/fdsys/pkg/CFR-2015-title2-vol1/pdf/CFR-2015-title2-vol1-subtitleA-chapII.pdf>
<https://www.gpo.gov/fdsys/pkg/CFR-2015-title50-vol9/pdf/CFR-2015-title50-vol9-part85.pdf>
37. Entertainment Costs. In accordance with Circular A-122 (non-profits) and A-87 (State, Local, and Indian Tribal Governments) the cost of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities and alcoholic beverages are not allowable expenses.
38. Contract Work Hours and Safety Standards Act. If this Contract funds construction that exceed \$100,000.00 or other work that involves the employment of mechanics or laborers that exceeds \$2,500.00, the Contractor shall ensure that the wages of every mechanic and laborer shall be computed on the basis of a standard work week of 40 hours pursuant to sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Information on the Contract Work Hours and Safety Standards Act can be found on the Department of Labor web-site at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm>.
39. Suspension and Debarment. The Contractor shall make no Contracts with parties listed on the General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. The Contractor may access the Excluded Parties List System at <http://epls.arnet.gov/>. By signing this Contract the Contractor certifies that neither the Contractor nor its principal(s) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
40. Copeland "Anti-Kickback" Act. (18 U.S.C. 874 and 40 U.S.C. 276c)—If this Contract is in excess of \$100,000.00 for construction or repair, the Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor

regulations (29 CFR part 3, "contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall include language requiring compliance with this provision in any subcontract awarding funds provided in this Contract in excess of \$100,000.00. The Commissioner shall report all suspected or reported violations to the U.S. Fish & Wildlife Service.

41. Certifications Regarding Lobbying. Byrd Anti-Lobbying Amendment: The Contractor shall not use any of the funds provided in this Contract to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following Federal actions:
- a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If this Contract is in excess of \$100,000.00 the Contractor and any subcontractors awarded funds from this Contract in excess of \$100,000.00 shall file the declaration required by 31 U.S.C. 1352 (b). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Commissioner.

42. Drug Free Workplace. The Contractor shall provide a Drug Free Workplace in compliance with 41 USC Section 702. The Contractor agrees to make a good faith effort, on a continuing basis, to maintain a drug-free workplace as a condition for receiving federal funds under this Contract. The specific measures the Contractor must take in this regard are described in more detail in 43 CFR Part 43.

Briefly, those measures are to:

- a. Publish a drug-free workplace statement and establish a drug-free awareness program for its employees (Sec. 43.205 through 43.220);
 - b. Take actions concerning employees who are convicted of violating drug statutes in the workplace (Sec. 43.225); and
 - c. Identify all known workplaces under its Federal awards (Sec. 43.230).
43. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: — the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). The Commissioner shall report violations to the Fish & Wildlife Service and the Regional Office of the Environmental Protection Agency (EPA).
44. Contractor Responsibility. The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact with DEEP concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues.
45. Provisions of Law Incorporated by Reference. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted and made a part of this Contract and this Contract shall be read and enforced as though such provisions were incorporated into this Contract. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

APPENDIX A SCOPE OF WORK

Purpose:

Operation and Maintenance Costs Associated with a Land Based MSDF: To continue the operation and maintenance of a no cost Marine Sewage Disposal Facility (MSDF) to the public at City of Norwalk located in Norwalk, CT for the 2017 calendar year boating season.

Description: The Contractor agrees to conduct the following Award Types:

Award Type

- **Operation and Maintenance Costs Associated with a Land Based MSDF:**
The owner or operator of City of Norwalk (the Contractor) shall operate and maintain, in the Norwalk River, a MSDF which shall include: providing trained staff to run the MSDF, maintaining the MSDF in good operating condition, equipment repairs, supplies, properly disposing of waste, and operating the MSDF during normal business hours.

More specifically, the project shall consists of the following tasks:

Operation and Maintenance Costs Associated with a Land Based MSDF

1. **Budget:** The Contractor shall adhere to the budget which is included in this Contract (see Appendix C). If the Contractor would like to change or add additional funds to the original budget, such request must be sent in writing to Kate Brown. Department of Energy and Environmental Protection (DEEP) shall determine the availability of funding to cover the additional project components and notify the Contractor of such availability.
2. **Operation and Maintenance of pumpout/dump stations:** The Contractor shall operate and maintain the pumpout and dump stations constructed, renovated, operated, or maintained with such grant funds to function as intended for the full period of their useful life and in a manner that provides adequate service, promotes use, and protects public health. Such operation shall include having trained personnel available to facilitate operation of the pumpout; appropriate protective clothing (such as gloves) and hand-washing facilities to protect the operator; and a schedule for maintenance. Reimbursable labor costs must include only the actual time spent operating, maintaining or repairing the MSDF.
3. **Public access to pumpout/dump stations:** The Contractor shall allow all recreational vessels access to and service at pumpout and dump stations constructed, renovated, operated, or maintained with these grant funds, for the full period of their useful life. The MSDF must continue to be located such that it is reasonably available to transient boats of sufficient size to be equipped with holding tanks. Relocation of pumpouts may not occur without written authorization of the DEEP.
4. **Signs and symbols:** The Contractor shall install and/or maintain signs provided by the DEEP in a manner to be clearly visible and to direct boaters entering such facility to pumpout and dump stations. Appropriate information signs, provided by the Contractor, shall be installed and/or maintained at pumpout and dump stations indicating restrictions, hours of operation, operating instructions (if applicable), and a contact name and phone number to call in case of emergency or if the MSDF is inoperable. All such signs shall acknowledge that the MSDF was constructed, improved, or operated/maintained with funds from the Clean Vessel Act; suggested language: "This pumpout facility is operated and maintained with funds provided

by the Connecticut Department of Energy and Environmental Protection, authorized by the Federal Clean Vessel Act.”

5. **Fee charges for use of facilities:** The Contractor may not charge a fee for each use of the pumpout/dump stations constructed, renovated, operated or maintained with such grant funds. The Contractor shall make a good faith effort to promote use of the pumpout/dump stations constructed, renovated, operated, or maintained with such grant funds, and is encouraged to include as part of this promotion the provision of free pumpout/dump station service. A fee shall not be charged without the prior approval of the DEEP.
6. **Records:** The Contractor shall maintain written records of the use and maintenance of the pumpout and dump stations constructed, renovated, operated, or maintained with these grant funds over the full period of their useful life. Such records shall include date, day of week, and number of gallons pumped for each use of the pumpout station; date and description of maintenance conducted; and the date, volume of sewage removed from a storage tank, the identity of the person(s) that removes and transports such sewage, and the identity and location of the facility to which such sewage was transported (See Appendix D). Such records shall be available to the DEEP promptly upon request.
 - a) The Contractor shall submit the records (See Appendix D) and invoice (See Appendix E) to the DEEP no later than January 15, 2018. During the period of this contract and any amendment thereto, such records shall also include a summary of payroll records documenting operations & maintenance activities.
 - b) Following expiration of this contract or any amendment thereto, the Contractor shall submit the records (See Appendix D) annually on or before December 31 in each year of the useful life of the pumpout station.
7. **Porta-potty dump stations:** The Contractor shall not allow land-based restrooms to be used for the emptying of portable toilets.
8. **Pumpout equipment:** All pumpout and dump station locations shall include equipment for rinsing boat holding tanks, and all rinse water shall be discharged, along with sewage, to the approved disposal system (see Disposal of vessel sewage, below).
9. **Disposal of vessel sewage:** The Contractor shall (1) obtain and maintain approval for the increased flow of sewage to a publicly-owned treatment works (wastewater treatment plant) resulting from the discharge of vessel sewage; or (2) obtain and maintain a valid contract, with a schedule, for the removal of sewage from a storage tank by a licensed septage hauler and for the transport and ultimate disposal of such sewage at a municipal sewage receiving/treatment facility. A storage tank installed for the purpose of receiving and storing pumpout facility waste shall not be used to receive or store waste from any other source unless specifically approved for such use by the local Health Department and the Connecticut Department of Public Health. The MSDF must be used for the collection of boat sewage only (no bilge or oily waste shall be collected).
10. **Compliance with statutes, regulations and permit requirements:** The Contractor shall maintain compliance with all relevant statutes, regulations and permit requirements. The Commissioner of the DEEP has the right to withhold funds if the MSDF is found to be out of compliance with such statutes, regulations or permit requirements.
11. **Hours of Operation:** The Contractor shall operate the MSDF during normal hours of operation of the marina, twenty-four hours a day seven days a week from April 1st through October 31st, unless the DEEP provides written permission specifically allowing otherwise, in response to a written request by the Contractor. Hours of operation must be clearly posted

on a sign at the pumpout facility location.

- 12. Extensions/Amendments:** Formal written amendment of the contract is required for extensions to the final date of the contract period and to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:

- a) revisions to the maximum contract payment,
- b) the total unit cost of service,
- c) the contract's objectives, services, or plan,
- d) due dates for reports,
- e) completion of objectives or services, and
- f) any other Contract revisions determined material by DEEP.

13. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or <mailto:deep.accommodations@ct.gov>

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is six thousand three hundred fifty-two dollars and eighty-three cents (\$6,352.83).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

- a) The contractor will be responsible to ensure correct Invoice Form A (cash and non-cash) or Form B (cash only). Form A and Form B can be found on Appendix E.
- b) Reimbursement Amount shall be released following DEEP's receipt and approval of expenditure invoices submitted on Form A (Appendix E) or Form B (Appendix E) attached hereto.
- c) Following completion of each year's boating season, but not later than December 15th of each year, the Contractor shall submit such documentation to:

Kate Brown
DEEP – Boating Division
P.O. Box 280, 333 Ferry Road
Old Lyme, CT 06371-0280

The DEEP shall review the Logs and Invoices and may, at its discretion, deny or reduce payment to the Contractor if the Logs or Invoice contains insufficient information or erroneous data. Expenses incurred prior to January 1, 2017 or contract execution (whichever comes later) will not be reimbursed nor can they be calculated as match toward the Reimbursement Amount.

Should total Projects costs be less than the amount of payments made, any remaining funds must be refunded to the Connecticut Department of Energy and Environmental Protection through a check made payable to "Department of Energy and Environmental Protection" within 90 days of the Contract expiration date.

**APPENDIX C
BUDGET INFORMATION**

Budget Information

Contract/PSA #:		PO #:	
Vendor Name:	Norwalk, City of	Program:	CVA
Contract Period:			
Please select/check only one Award Type:			
Check "X" Below			
☒	<u>Operation and Maintenance Costs Associated with a Land Based MSDF</u>		
☐	<u>Operation and Maintenance Costs Associated with a Pumpout Vessel</u>		
☐	<u>Construction/Purchase/Installation of a New MSDF or Repair or Upgrade of an Existing MSDF (including</u>		
Cost Categories	Funding Awarded	Match Budget	Total Budget
	(Federal Share) 75% of Total Budget	(Non-Federal Share) 25% of Total Budget	
Personnel:			
Administrative	\$ -	\$ -	\$ -
Program	\$ 4,507.83	\$ 1,502.61	\$ 6,010.44
Contractual	\$ -	\$ -	\$ -
Operating	\$ -	\$ -	\$ -
Boat Expenses	\$ -	\$ -	\$ -
Equipment (including repairs & upgrades/purchases)	\$ 1,185.00	\$ 395.00	\$ 1,580.00
Sewage Waste Removal	\$ -	\$ -	\$ -
Supplies	\$ 660.00	\$ 220.00	\$ 880.00
Construction/Installation Costs	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
Grand Total	\$ 6,352.83	\$ 2,117.61	\$ 8,470.44

APPENDIX D
MSDF USE LOG

Facility Name: _____

Boating Season: _____

Page ____ of ____

[illegible]

MSDF MAINTENANCE LOG

Facility Name: _____

Boating Season: _____

Page _____ of _____

[illegible]

MSDF DISPOSAL LOG

Facility Name: _____

Boating Season: _____

Page _____ of _____

[illegible]

APPENDIX E INVOICE FORM A

CVA Billing Form A

*Programs that have both cash and non-cash expenses please use Form A.
If preferred, this form can be completed electronically or handwritten.

Contract/PSA #:	D Request #:	
Vendor Name:	Award Type:	Operation and Maintenance Costs Associated with a Land-Based Motor
Period Through:	Invoice Date:	

Form Terms:

1. Cash - Cash transactions refer to any payments made via cash, check, or credit card. Cash transactions also include payroll expenses.
2. Non-Cash - Non-cash transactions include donated material goods or volunteered time to provide services in support of CVA sponsored contract activities.

INSTRUCTIONS:

Handwritten Submissions:

1. If submitted as a handwritten form, ONLY the "INPUT" columns of Sections 1 and 2, and Section 5 are required for your completion. The final reimbursement amount will be calculated by DEEP.
2. Mail a signed hard copy of this form to Kate Brown (see address below) along with supporting documentation.

Electronic Submissions:

Section 1: Expense Report - Cash - This section is to be used to reimburse contractors for approved CVA expenses incurred and paid for according to your DEEP Executed Contract for CVA activity.

1. Please input in Column "B" ONLY to provide the total cost, per cost category, that you wish to be considered for reimbursement.

Please attach supporting documentation.

(Only expenses for cash transactions can be reimbursed using federal funding according to your approved budget. Expenses should be summed by Cost Category and entered on the form consistent with the approved budget line items contained in your executed contract. The form will calculate both the Match and Federal Share of expenses for all cash transactions by cost category.)

Section 2: Expense Report - Non-Cash - This section is to be used to report non-cash transactions.

1. Using Column "A", please list the non-cash goods/services received. (If you need more rows, please attach another form listing your additional non-cash items.)
2. Using Column "B", please enter the value of the respective good/service listed in Column "A".

Please provide supporting detail for non-cash transactions. Include names of individuals/organizations who donated materials or volunteered time (this may be attached,) along with the dates the goods/services were received.

*If preferred, you may enter the total value of all non-cash transactions on one row. Please be sure to attach the appropriate supporting detail.

Once Sections 1-2 are complete, your reimbursement amount will calculate automatically. If your reimbursement amount causes your cumulative reimbursements to exceed your federal budget, that excess amount will be applied to your match share.

Section 3: Budget Report - This section provides you with the budget of your contract and remaining balances based on current and previous reimbursement amounts. There is no need to enter anything into this section. Data will calculate automatically based on your entries from Sections 1-2 and DEEP's entries (if any) on the "Prior Reimbursements" tab of the excel file provided.

Section 4: Contract Budget Summary - This section summarizes all financial activity completed in Sections 1-3. The purpose of the contract budget summary is to compare expenses with approved budgets for the total federal expenses paid, and match contributions incurred for both cash and non-cash items. Once Sections 1-3 are completely filled out, all financial activity will be summarized accordingly in Section 4. Therefore, there is no need to enter anything into this section, it will calculate automatically.

Section 5: Certification -

1. Please read, sign and date this section.

ONCE YOU HAVE COMPLETED SECTIONS 1-5, PLEASE EMAIL THIS FORM TO KATE BROWN AT KATE.BROWN@CT.GOV. PLEASE THEN PRINT AND ATTACH SUPPORTING DOCUMENTATION, WHICH CAN BE SENT TO:

Kate Hughes Brown
Navigation and Boating Infrastructure Unit, Boating Division
Department of Energy and Environmental Protection
333 Ferry Road, P.O. Box 280
Old Lyme, CT 06371
(p) 860.447.4340
(f) 860.434.3501

SECTION 1: Expense Report - Cash

Input Sheet: Please Provide Info below in Columns B-D				Analysis of Allocable CVA Share				Adjustments	
INPUT				(FOR DEEP USE ONLY)				(FOR DEEP USE ONLY)	
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J
	Please Enter Total Costs per Cost Category Below for Each Award Type			Formula - DO NOT INPUT (Col. B + Col. C + Col. D)	Formula - DO NOT INPUT (Col. F * 75%)	Formula - DO NOT INPUT (Col. F * 75%)	Formula - DO NOT INPUT (Col. F * 75%)	Formula - DO NOT INPUT (Col. F * 75%)	Formula - DO NOT INPUT (Col. F * 75%)
Cost Category	Total Costs - O&M Associated with a Land Based MSDF	Total Costs - O&M Associated with a Pumpout Vessel	Total Costs - Construction/ Purchase/ Installation/ Repair/ Upgrade	Total Costs	Match	Fed Share Reimbursement	Match	Fed Share Reimbursement	Fed Share Reimbursement
Cash Costs:									
Administrative Personnel									
Current Request:				\$	\$	\$	\$	\$	\$
Program Personnel									
Current Request:				\$	\$	\$	\$	\$	\$
Contractual									
Current Request:				\$	\$	\$	\$	\$	\$
Operating									
Current Request:				\$	\$	\$	\$	\$	\$
Boat Expenses									
Current Request:				\$	\$	\$	\$	\$	\$
Equipment (Including repairs & upgrades/purchases)									
Current Request:				\$	\$	\$	\$	\$	\$
Sewage Waste Removal									
Current Request:				\$	\$	\$	\$	\$	\$
Supplies									
Current Request:				\$	\$	\$	\$	\$	\$
Construction/Installation Costs									
Current Request:				\$	\$	\$	\$	\$	\$
Other									
Current Request:				\$	\$	\$	\$	\$	\$
Subtotal Cash Costs by Award Type	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal All Cash Costs				\$	\$	\$	\$	\$	\$

SECTION 2: Expense Report - Non-Cash

Input Sheet: Please provide info below in Columns A through D				(FOR DEEP USE ONLY)				(FOR DEEP USE ONLY)	
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J
Non-Cash Transactions:				Allocation of Non-Cash Transactions:					
Description of Non-Cash Items / Date Received	Total Costs - O&M Associated with a Land Based MSDF	Total Costs - O&M Associated with a Pumpout Vessel	Total Costs - Construction/ Purchase/ Installation/ Repair/ Upgrade	Total	Match	Federal			
				\$	\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$	\$
Subtotal Non-Cash Transactions	\$	\$	\$	\$	\$	\$	\$	\$	\$
Grand Total Cash and Non-Cash Transactions				\$	\$	\$	\$	\$	\$
Notes:				Calculation of Reimbursement					
1. Non-cash transactions include donated material goods or volunteered time to provide services in support of CVA sponsored contract activities.				Total Costs				\$	
2. Non-cash items can be reported as match, however, per federal regulations, they are not reimbursable. The federal cost share reimbursement must only be for cash expenses.				Proposed Fed Share Based on 75% of Total Costs				\$	
				Actual Federal Reimbursement not to Exceed				\$	
				Total Cash Costs				\$	
				Reimbursement Amount				\$	

SECTION 3: Budget Report
(FOR DEEP USE ONLY)

	Total Budget	Match Budget	Prior Cumulative Match Billing	Current Match Billing	Total Match Billings Reported	Remaining Match Balance	Federal Budget	Prior Cumulative Federal Billing	Current Federal Billing	Total Federal Billings Reported	Remaining Federal Balance	Total Remaining Balance
Cash Costs:	\$ 8,470.44	\$ 2,117.61	\$ -	\$ -	\$ -	\$ -	\$ 6,352.83	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Cash Costs:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total:	\$ 8,470.44	\$ 2,117.61	\$ -	\$ -	\$ -	\$ -	\$ 6,352.83	\$ -	\$ -	\$ -	\$ -	\$ -

SECTION 4: Contract Budget Summary
(FOR DEEP USE ONLY)

	Non-Cash Match	Cash Match Share	Total Match	Federal Share - Cash	Total Reported
(A) Contract Budget	\$ 2,117.61	\$ -	\$ 2,117.61	\$ 6,352.83	\$ 8,470.44
(B) Prior Cumulative Billing	\$ -	\$ -	\$ -	\$ -	\$ -
(C) Current Bill	\$ -	\$ -	\$ -	\$ -	\$ -
(D) Total Reported per Above	\$ -	\$ -	\$ -	\$ -	\$ -
(E) Remaining Balance (A-D)	\$ -	\$ 2,117.61	\$ 2,117.61	\$ 6,352.83	\$ 8,470.44
Cumulative Cost Share %					

SECTION 5: Certification

Certification: Funding provided through your Contract is sourced through the U.S. Fish and Wildlife Service, Clean Vessel Act Program, administered through Connecticut's Department of Energy and Environmental Protection - Boating Division. Funds awarded are restricted to be used solely for allowable costs and expenses as identified per the terms of your Contract.

Any funding provided under the terms of your Contract are subject to audit and investigation by the Office of the Inspector General (OIG) and the State of Connecticut Attorney General's Office (AG), as well as Connecticut's Department of Energy and Environmental Protection (DEEP). Any instances of potential fraud, waste, theft or abuse will be reported by DEEP to the OIG and the AG's office for investigation and prosecution.

Upon submission of your reimbursement request, the Contractor shall affirm, by signing the form on the signature line provided, all of the following:

- The form is complete and accurate.
- All reported costs and expenses were used solely for allowable costs and expenses.
- All reported costs and expenses are supported with original receipts, invoices or other supporting documentation.
- There have been no instances of fraud, theft, waste, abuse, mismanagement or misconduct regarding the funds provided through this Contract.

Print Name and Title of Authorized Representative

Signature of Authorized Representative

Date

Signature of DEEP Authorized Representative

Date

CVA Billing Form B

*This form is to be used for programs with cash expenses only. Programs that have both cash and non-cash expenses please use Form A. If preferred, this form can be completed electronically or handwritten.

Contract/PSA #: 0

Request #:

Vendor Name: Norwalk, City of

Award Type: Operation and Maintenance Costs Associated with a Land Based MSDF

Period Through:

Invoice Date:

INSTRUCTIONS:

Section 1: Expense Report - Cash - This section is to be used to reimburse contractors for approved CVA expenses incurred and paid for according to your DEEP Executed Contract for CVA activity.

1. Please input in Column "C" ONLY to provide the total cost per cost category that you wish to be considered for reimbursement.

Please attach supporting documentation.

(Only expenses for cash transactions can be reimbursed using federal funding according to your approved budget. Expenses should be summed by Cost Category and entered on the form consistent with the approved budget line items contained in your executed contract.)

(Cash transactions refer to any payments made via cash, check, or credit card. Cash transactions also include payroll expenses.)

Once Section 1 is complete, your reimbursement amount will calculate automatically (if you enter total costs in the electronic, excel version of the form). If your reimbursement amount causes your cumulative reimbursements to exceed your federal budget, that excess amount will be applied to your match share.

Section 2: Certification -

1. Please read, sign and date this section.

ONCE YOU HAVE COMPLETED SECTIONS 1-2, PLEASE EMAIL THIS FORM TO KATE BROWN AT KATE.BROWN@CT.GOV. PLEASE THEN PRINT AND ATTACH SUPPORTING DOCUMENTATION, WHICH CAN BE SENT TO:

Kate Hughes Brown
Navigation and Boating Infrastructure Unit, Boating Division
Department of Energy and Environmental Protection
333 Ferry Road, P.O. Box 280
Old Lyme, CT 06371
(p) 860.447.4340
(f) 860.434.3501

(If submitting a handwritten copy of this form, simply complete sections 1-2, attach supporting documentation, and mail to the address above.)

SECTION 1: Expense Report - Cash

Column A	Column B	Column C
		Please Enter Total Cost per Cost Category Below
<u>Budget</u>	<u>Cost Category</u>	<u>Total Costs</u>
	<u>Cash Costs:</u>	
<u>\$0.00</u>	<u>Administrative Personnel</u>	
	Current Request:	
<u>\$6,010.44</u>	<u>Program Personnel</u>	
	Current Request:	
<u>\$0.00</u>	<u>Contractual</u>	
	Current Request:	
<u>\$0.00</u>	<u>Operating</u>	
	Current Request:	
<u>\$0.00</u>	<u>Boat Expenses</u>	
	Current Request:	
<u>\$1,580.00</u>	<u>Equipment (including repairs & upgrades/purchases)</u>	
	Current Request:	
<u>\$0.00</u>	<u>Sewage Waste Removal</u>	
	Current Request:	
<u>\$820.00</u>	<u>Supplies</u>	
	Current Request:	
<u>\$0.00</u>	<u>Construction/Installation Costs</u>	
	Current Request:	
<u>\$0.00</u>	<u>Other</u>	
	Current Request:	
Total Budget	Total Cash Costs	\$ -
\$8,470.44		
	Total Cash Costs	\$ -
	Match Share	
	(Total Match Costs)	\$ -
	Reimbursement Amount	
	(Total Federal Costs)	\$ -

SECTION 2: Certification

Certification. Funding provided through your Contract is sourced through the U.S. Fish and Wildlife Service, Clean Vessel Act Program, administered through Connecticut's Department of Energy and Environmental Protection - Boating Division. Funds awarded are restricted to be used solely for allowable costs and expenses as identified per the terms of your Contract.

Any funding provided under the terms of your Contract are subject to audit and investigation by the Office of the Inspector General (OIG) and the State of Connecticut Attorney General's Office (AG), as well as Connecticut's Department of Energy and Environmental Protection (DEEP). Any instances of potential fraud, waste, theft or abuse will be reported by DEEP to the OIG and the AG's office for investigation and prosecution.

Upon submission of your reimbursement request, the Contractor shall affirm, by signing the form on the signature line provided, all of the following:

- a) The form is complete and accurate.
- b) All reported costs and expenses were used solely for allowable costs and expenses.
- c) All reported costs and expenses are supported with original receipts, invoices or other supporting documentation.
- d) There have been no instances of fraud, theft, waste, abuse, mismanagement or misconduct regarding the funds provided through this Contract.

Print Name and Title of Authorized
Representative

Signature of Authorized Representative

Date

Signature of DEEP Authorized Representative

Date



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

VII. E



CITY OF NORWALK
Harry W. Rilling
Mayor
hrilling@norwalkct.org
norwalkct.org
P: 203-854-7701 / F: 203-854-7939
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

Date: February 8, 2017

To: Members of the Board of Estimate and Taxation
Members of the Planning Commission
Members of the Common Council

From: Harry W Rilling, Mayor

Re: Special Appropriation Request – Parking Capacity Study

Attached is a \$200,000 Special Appropriation request from the Norwalk Parking Authority from the Fee in Lieu of Parking Fund (03-0000-2604) for the purpose of conducting a study of the City of Norwalk's parking capacity needs. The study will aid in the development of a citywide strategic parking plan and provide the framework and vision for parking in Norwalk.

The attached backup documentation provides an explanation for this request and the Director of Finance's recommendation concerning the use of these funds.

ACTION REQUIRED:

1. RESOLUTION appropriating \$200,000 for the purpose of a Parking Capacity Study.



CITY OF NORWALK, DEPARTMENT OF FINANCE
Robert Barron, CPFO
Director of Finance
rbarron@norwalkct.org

P: 203-854-7870 / F: 203-854-7848
125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

Date: February 8, 2017

To: Harry W Rilling, Mayor
Members of the Board of Estimate and Taxation
Members of the Planning Commission
Members of the Common Council

Re: Special Appropriation Request - Parking Capacity Study

Attached is a \$200,000 Special Appropriation request from the Norwalk Parking Authority from the Fee in Lieu of Parking Fund (03-0000-2604) for the purpose of conducting a study of the City of Norwalk's parking capacity needs. The study will aid in the development of a citywide strategic parking plan and provide the framework and vision for parking in Norwalk.

Attached is also a 2006 legal opinion from Peter Nolin, former Corporation Counsel, to Tom Hamilton, former Director of Finance, outlining the procedure for using Fee in Lieu Parking funds. The requested use of funds is consistent with the legal opinion and is appropriate since the study supports the "acquisition, development, expansion or capital repair of municipal parking facilities..."

ACTION REQUIRED:

1. RESOLUTION appropriating \$200,000 for the purpose of a Parking Capacity Study.

Robert Barron
Director of Finance



MEMORANDUM

January 31, 2017

To: Bob Barron
Finance Director

From: Dick Brescia
Chairman

Re: Special Appropriation Request – Parking Capacity Study

The Parking Authority approved a request on Wednesday, January 25, 2017, for a Special Appropriation in the amount of \$200,000 from the Fee in Lieu of Parking fund (03 0000 2604) for the purpose of conducting a study of the City of Norwalk's parking capacity needs.

Increasingly, issues around parking have been rising to the surface. The Mayor, the Redevelopment Agency and the Parking Authority are being approached by local businesses and residents requesting assistance accommodating increasing demand for parking on a regular basis. It has become clear that these requests can no longer be handled singularly, but must be considered in the context of an overall parking capacity plan for the City.

In order to develop a plan, we are requesting a special appropriation to enable the Parking Authority to commission an in-depth parking capacity study and strategic parking plan. The study would involve a comprehensive inventory of Norwalk's current public and private parking stock, as well as analysis of future parking needs, including a recommendation on the potential need for capital investment in additional surface or structured parking.

The goal of the study is the development of a citywide strategic parking plan to provide the City and the Parking Authority with a framework that helps articulate and clarify a vision and approach for parking in Norwalk. The aim is to come out of the planning process with a plan that will serve to align policy-makers, city staff, residents, business and property owners so that parking goals outlined in the plan are shared and reflect a common vision for the city as a whole. The plan will explore innovative strategies and parking values from a variety of user's perspectives so that the implementation tools outlined in the plan can be used by all stakeholders to achieve the best parking plan possible. It is our intent that the study and resulting plan will be used to inform the POCD planning process.

Use of the Fee In Lieu of Parking fund for the purpose of funding such a study is in compliance with the requirements of the Connecticut General Statutes and the funding authorization process, as outlined in the attached legal opinion from the Norwalk Corporation Counsel's Office (attached).

Cc: Mayor Harry Rilling
Laoise King, Chief of Staff
Kathryn Hebert, Administrative Service Manager
Steve Kleppin, Director PZ
Diane Boltz Jacobson, Assistant Corporation Counsel

CITY OF NORWALK

LAW DEPARTMENT

CITY HALL, P.O. Box 798
NORWALK, CONNECTICUT 06856-0798



TELEPHONE
(203) 854-7750
FAX (203) 854-7901

May 26, 2006

Thomas Hamilton
Director of Finance
City of Norwalk
125 East Avenue
Norwalk CT 06856

Re: Fee-in-Lieu Funds

Dear Tom:

You have requested our opinion on the procedure for using funds deposited with the City as a fee in lieu of parking pursuant Norwalk City Code Section 118-1222 ("Fee-in-Lieu Funds") and whether such funds may be used for the payment of debt service on the Maritime Garage. You also note an August 11, 1988, memorandum from Michael Greene, then the Assistant Planning Director for the City to John Smith the then Comptroller which purports to record a City agreement for the use of such Fee-in-Lieu Funds. Specifically that memorandum states the Zoning Commission must approve the use of such Fee-in-Lieu Funds. I do not believe that memorandum is correct or controlling.

Norwalk City Code Section 118-1222 creates the program under which such Fee-in-Lieu Funds may be collected. Under Section 118-1222A:

The purpose of this regulation is to allow land uses within the Norwalk and South Norwalk business districts to meet off-street parking requirements, in full or in part, by the use of municipal parking facilities, subject to the payment of an in-lieu parking fee to the city. Such payments will allow the City of Norwalk to acquire land, finance, design, construct and carry out capital repairs and perform other necessary and desirable actions to provide municipal off-street parking facilities in the designated areas.

Nothing in that section or elsewhere in the Zoning Regulations, City Code or Charter specifies the approval procedure under which such funds shall be spent and I see no provision granting the Zoning Commission the power to approve the use of Fee-in-Lieu Funds.

Moreover, the City's program for Fee-in-Lieu Funds, is specifically authorized and in my view controlled by state law. Conn. Gen. Stat. §8-2c is the statute which authorizes municipalities to incorporate programs to accept Fee-in-Lieu Funds in their zoning regulations. Note that Conn. Gen. Stat. §8-2c provides in pertinent part:

Any such payment to the town, city or borough shall be deposited in a fund established by the town, city or borough pursuant to this section. Such fund shall be used solely for the acquisition, development, expansion or capital repair of municipal parking facilities, traffic or transportation related capital projects, the provision or operating expenses of transit facilities designed to reduce reliance on private automobiles and capital programs to facilitate carpooling or vanpooling. The proceeds of such fund shall not be used for operating expenses of any kind, except operating expenses of transit facilities, or be considered a part of the municipal general fund. Expenditures from such fund shall be authorized in the same manner as any other capital expenditure of the town, city or borough.

Thus, under state law, such funds may be expended under an authorization "in the same manner as any other capital expenditure...." This means to spend Fee-in-Lieu Funds, the City needs to follow its customary approval process for capital expenditures which means review by the Planning Commission, and approval by the Board of Estimate, Common Council and Mayor, but not the Zoning Commission. Obviously the Planning Commission, Board of Estimate, Common Council or Mayor could and probably should seek in put in the use of such funds from the Zoning Commission, but approval of the Zoning Commission is not formally required to expend such funds provided the expenditure is in accordance the purposes set forth in Section 118-1222A and the more restrictive provision of Conn. Gen. Stat. §8-2c.

It is appropriate for the City to use Fee-in-Lieu Funds for the payment of debt service on the Maritime Garage. Conn. Gen. Stat. §8-2c permits the use of Fee-in-Lieu Funds for the acquisition, development, expansion . . . of municipal parking facilities. . . . Thus, Fee-in-Lieu Funds clearly could have been used by the City to build the Maritime Garage. The mere fact the City now proposes to use Fee-in-Lieu Funds, a few years after the construction, to repay debt does not appear to change the purpose of the expenditure. The debt at issue was incurred by the City "solely for the acquisition, development, expansion . . . of municipal parking facilities. . . ." Therefore the repayment of such debt, especially principal, falls plainly within the statutory parameters for the use Fee-in-Lieu Funds under Conn. Gen. Stat. §8-2c and does not appear to constitute an operating expense of the City.

CITY OF NORWALK

LAW DEPARTMENT

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



TEL: (203) 854-7750

FAX: (203) 854-7901

March 2, 2017

Mr. Frank Strauch, Site Planner
Planning and Zoning Department
City Hall
Norwalk, CT 05851

RECEIVED
MAR 02 2017
PUBLIC WORKS

Re: Special Capital Request for Fee In Lieu Of Parking Funds

Dear Frank:

You have asked for a legal opinion regarding the recent request of the Norwalk Parking Authority for a Special Appropriation from the City's Fee In Lieu Of Parking funds for purposes of commissioning a study of Norwalk's current and future public parking needs. The study will focus on developing an overall parking capacity plan for the City and include a proposal for necessary capital expansion of available parking and parking facilities.

The applicable statutory provision governing Fee-In-Lieu funds is Connecticut General Statutes Section 8-2c. While authorizing the establishment of such funds by municipalities, the statute provides the following restriction on the use of the funds on deposit with the municipality.

"Such fund shall be used solely for the acquisition, development, expansion or capital repair of municipal parking facilities, traffic or transportation related capital projects, the provision or operating expenses of transit facilities designed to reduce reliance on private automobiles and capital programs to facilitate carpooling or vanpooling. The proceeds of such fund shall not be used for operating expenses of any kind, except operating expenses of transit facilities, or be considered a part of the municipal general fund."

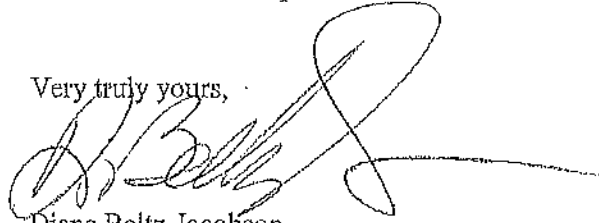
The proposed use of the funds falls within the list of permitted purposes in that its purpose is to further the development and expansion of municipal parking facilities.

The statute expressly prohibits the use of Fee-In-Lieu funds "for operating expenses of any kind, except operating expenses of transit facilities." Because the current request is to use the funds in connection with the planning of future expansion and development of municipal parking facilities, which will ultimately constitute a capital expense, it does not fall within this prohibition against the use as an operating expense.

Mr. Frank Strauch, Site Planner
Planning and Zoning Department
March 2, 2017
Page 2

If you have any further questions or concerns on this issue please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'D. Beltz-Jacobson', with a long horizontal flourish extending to the right.

Diane Beltz-Jacobson
Assistant Corporation Counsel

C: Robert Barron, Director of Finance
Kathryn Hebert, Administrative Services Manager, DPW
Laoise King, Chief of Staff, Mayor's Office

AGENDACLAIMS COMMITTEE MEETINGREFUNDS PROCESSED
CLAIMS COMMITTEE

ACAR LEASING LTD
 BOODOOSINGH DAVANAN
 BREISLER, JOHN J / ANNALISA
 BURKE MARGARET M
 BYBEL EUGENIA
 CAB EAST LLC
 CAMPBELL DIANE/DOUGLAS
 CIVIL MARC V
 CALDWELL PETER C
 DAIMLER TRUST
 DAIMLER TRUST
 DUNLAP THOMAS A
 EFSTATHIADES KONSTANTINO
 EVEREST STONE LLC
 FEDORO BORIS
 HONDA LEASE TRUST
 HOWE SAMUEL VAUGHAN
 HYUNDAI LEASE TITLING TRUST
 HYUNDAI LEASE TITLING TRUST
 ISKYAN MARGARET PUTT
 JP MORGAN CHASE BANK
 KOTUZYAK YOSY F
 LA IACONO LLC
 LONDON MICHAEL D
 MATUTE EDGARDO
 MCHUGH DANIEL JEROME
 MCKINLEY LANDSCAPE DESIGNS LLC
 MIMIS TRANSPORT LLC
 NISSAN INFINITI LT
 NISSAN INFINITI LT
 NISSAN INFINITI LT
 OLAYA-JUAREZ DOMINGO

APPROVED BY
TAX COLLECTOR

14-MV-300254 (\$429.48)
 15-MV-306140 (\$65.27)
 15-MV-306655 (\$160.38)
 15-MV-307525 (\$163.49)
 15-MV-307724 (\$14.19)
 14-MV-308044 (\$512.30)
 15-MV-309111 (\$23.65)
 15-MV-312166 (\$119.18)
 15-MV-308935 (\$20.96)
 15-MV-314879 (\$43.22)
 15-MV-800653 (\$347.26)
 15-MV-318303 (\$68.77)
 15-MV-318305 (\$46.39)
 15-MV-319203 (\$28.91)
 15-MV-404483 (\$134.56)
 14-MV-320493 (\$80.54)
 15-MV-330256 (\$209.05)
 15-MV-330580 (\$38.07)
 14-MV-330581 (\$122.97)
 14-MV-330794 (\$124.64)
 14-MV-330698 (\$86.13)
 15-MV-331838 (\$143.18)
 MV- SEE BACK UP
 15-MV-408192 (\$141.44)
 15-MV-336078 (\$18.44)
 13-MV-337261 (\$301.51)
 14-MV-337640 (\$250.03)
 15-MV-341073 (\$30.03)
 15-MV-341773 (\$402.84)
 15-MV-409463 (\$848.33)
 15-MV-409776 (\$97.45)
 15-MV-346290 (\$65.48)
 15-MV-346338 (\$223.10)
 15-MV-346846 (\$377.35)
 15-MV-347907 (\$42.56)

REPORTED TO
CLAIMS COMMITTEE

PRORATION
 PRORATION
 ABATEMENT-ACTIVE DUTY EXEMPTION
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 NOT IN NORWALK
 NOT IN NORWALK
 OVERPAYMENT
 PRORATION
 ABATAMENT
 ABATEMENT-DUPLICATE BILL
 PRORATION
 PRORATION
 PRORATION
 PRORATION

PALMIOTTO ANNAMARIA

15-MV-411102 (\$120.28)

ABATEMENT
FEBRUARY 9, 2017

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED
CLAIMS COMMITTEE

REGIS DUPLEX L
REGIS DUPLEX L
SIERRA SANTOS L
SMITH PETER MCKENNA
STEWART REID H
TOYOTA LEASE TRUST
UBBU DAYNA MELISA
USB LEASING LT

USB LEASING LT
VAULT TRUST
VAULT TRUST
VAULT TRUST

VILLEGAS-MONCADA EDWARD
VW CREDIT LEASING LTD
WALSH TOREY B
DAVID ANS SHANNON EVAN

APPROVED BY
TAX COLLECTOR

14-MV-352727 (\$15.80)
15-MV-353226 (\$169.48)
15-MV-358871 (\$46.13)
14-MV-359339 (\$180.98)
15-MV-361039 (\$793.73)
15-MV-364375 (\$523.73)
13-MV-413284 (\$85.22)
14-MV-365200 (\$51.10)
15-MV-365529 (\$551.92)
15-MV-365572 (\$494.91)
MV- SEE BACK UP
15-MV-366966 (\$599.96)
14-MV-366024 (\$310.52)
14-MV-366191 (\$378.07)
14-MV-366275 (\$473.35)
15-MV-415159 (\$69.55)
15-MV-368230 (\$31.94)
15-MV-368442 (\$76.72)
15-MV-200850 (\$533.00)

(\$603.02)

(\$2581.25)

(\$1161.94)

REPORTED TO
CLAIMS COMMITTEE

PRORATION
ABATEMENT
PRORATION
PRORATION
OVERPAYMENT
PRORATION
ABATEMENT SENT TO BRIDGEPORT
PRORATION & ABATEMENT
PRORATION & ABATEMENT
PRORATION
PRORATIONS & ABATEMENTS
ABATEMENT
PRORATIONS AND ABATEMENT
PRORATIONS AND ABATEMENT
PRORATIONS AND ABATEMENT
ABATEMENT
PRORATION
PRORATION
ABATEMENT

SPECIAL REQUEST

GOERSCH, JUERGEN & KAREN
RE: 11 OAKLEIGH CT
6-20E-22-0

15-RE-129097 (\$11,606.63)

DUPLICATE PAYMENT

VAULT TRUST			
BILL #	PLATE #	VIN#	AMOUNT
14-MV-366000	368YNR	1J4PN2GK7BW549868	\$ 334.22
14-MV-366233	547YUE	1J4RR5GG3BC631589	\$ 423.06
14-MV-366286	609YXX	1C4RJFAG8CC145146	\$ 336.24
15-MV-366770	609YXX	1C4RJFAG8CC145146	\$ 468.96
14-MV-366304	5AAMM2	2GKFLVE39D6371791	\$ 388.66
14-MV-366349	731YNR	1GKKVTE6BJ300635	\$ 630.11
TOTAL			\$2,581.25

JP MORGAN CHASE BANK NA			
BILL #	PLATE #	VIN#	AMOUNT
15-MV-333523	1ABFT8	JM3TB3CV7D0403308	\$ 119.01
15-MV-333275	854ZND	4S38MAG63C1031478	\$ 178.45
15-MV-333273	6AMNU2	JM1BM1V39E1140068	\$ 326.16
15-MV-333562	1ABWA9	JF1GPAC65DH846525	\$ 84.87
15-MV-333302	4AGGF8	4S38NFEN66F3024332	\$ 199.43
15-MV-333653	777ZTJ	4S48RBCC8D3271372	\$ 69.35
15-MV-333370	168ZNV	JF2SHABC7DH420037	\$ 258.14
15-MV-333560	1AAMW5	JM3TB3CV2D0408108	\$ 79.49
15-MV-333603	7AASL0	4S48RBCCXE3212650	\$ 81.34
15-MV-333389	5AAWM3	JF2SJAJC9EH449224	\$ 83.89
15-MV-333654	5AAAN5	4S48RBAC4D3317668	\$ 166.88
15-MV-333236	96ZZSL	JM1BL1V89D1712852	\$ 245.42
14-MV-332810	344ZAR	JF2SHABC3CH409194	\$ 262.62
TOTAL			\$ 2,155.05

AGENDACLAIMS COMMITTEE MEETINGREFUNDS PROCESSED
CLAIMS COMMITTEEA/JM LANDSCAPING SERVICES LLC
CAB EAST LLC

(\$1,475.77)

CRUZ MIRTILLA

DELLARIPA DOMINICK

DIAZ JOSE G

ESCALANTE MANUEL

FARRELL DEVLIN + MELISSA

(\$487.69)

FIGUEROA NELSON

FOSTER KAREN L

GOLDMAN STEVEN E

GUS SCLAFANI CORP

HALEY LAUREN D

HOFFMAN CECILIE ANNE

HONDA LEASE TRUST

HONDA LEASE TRUST

(\$365.27)

HONDA LEASE TRUST

HONDA LEASE TRUST

(\$979.02)

HONDA LEASE TRUST

(\$1,029.09)

HONDA LEASE TRUST

(\$151.10)

HONDA LEASE TRUST

HONDA LEASE TRUST

HONDA LEASE TRUST

HOWELL LAURA W

(\$3,146.08)

HYUNDAL LEASE TITLING TRUST

HYUNDAL LEASE TITLING TRUST

(\$772.64)

KAMMERER ASHLEY B

LA IACONO LLC

APPROVED BY
TAX COLLECTOR

15-MV-400354 (\$38.59)

14-MV-307722 (\$221.08)

14-MV-307749 (\$636.16)

14-MV-307860 (\$287.33)

14-MV-307874 (\$331.20)

15-MV-314257 (\$59.95)

15-MV-403458 (\$114.74)

15-MV-316864 (\$53.11)

15-MV-319815 (\$167.54)

15-MV-320370 (\$225.13)

15-MV-320574 (\$262.56)

15-MV-321203 (\$101.02)

15-MV-322656 (\$60.64)

15-MV-325269 (\$387.01)

15-MV-406134 (\$41.51)

15-MV-327163 (\$188.70)

15-MV-406592 (\$37.35)

14-MV-406539 (\$348.34)

15-MV-329877 (\$247.87)

15-MV-330169 (\$126.67)

15-MV-330195 (\$190.73)

15-MV-SEE BACK UP

15-MV- SEE BACK UP

15-MV-361775 (\$68.51)

15-MV-406667 (\$82.59)

15-MV-330053 (\$145.37)

14-MV-329487 (\$156.90)

15-MV-800723 (\$37.41)

15-MV-330584 (\$64.00)

14-MV-SEE BACK UP

14-MV-330552 (\$213.10)

14-MV-330579 (\$277.25)

14-MV-330797 (\$282.29)

15-MV-334055 (\$151.73)

15-MV-408288 (\$572.65)

REPORTED TO
CLAIMS COMMITTEE

ABATEMENT

PRORATIONS & ABATEMENT

PRORATIONS & ABATEMENT

PRORATIONS & ABATEMENT

PRORATIONS & ABATEMENT

PRORATION

PRORATION

PAID IN ERROR/ NOT SAME PERSON

PRORATION

DUPLICATE PAYMENT

DUPLICATE PAYMENT

OVERPAYMENT

PRORATION

PRORATION

ABATEMENT

ABATEMENT

PRORATION

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PRORATIONS

PRORATIONS

PRORATIONS

ABATEMENT

ABATEMENT

AGENDACLAIMS COMMITTEE MEETINGREFUNDS PROCESSED
CLAIMS COMMITTEE

<u>CLAIMS COMMITTEE MEETING</u>	<u>REFUNDS PROCESSED</u> <u>CLAIMS COMMITTEE</u>	<u>APPROVED BY</u> <u>TAX COLLECTOR</u>		<u>REPORTED TO</u> <u>CLAIMS COMMITTEE</u>
LAJOIE AUTO WRECKING CO INC		15-MV-408350 (\$185.18)		DUPLICATE BILLING
		15-MV-408349 (\$185.18)		DUPLICATE BILLING
		15-MV-408351 (\$123.23)		DUPLICATE BILLING
MARTINEZ JUAN C		15-MV-340638 (\$41.73)		PRORATIONS
		15-MV-340636 (\$45.15)		PRORATIONS
		15-MV-340633 (\$70.46)		PRORATIONS
MILLS SARAH C		15-MV-343205 (\$12.63)		PRORATION
		15-MV-346170 (\$261.26)		PRORATIONS
		15-MV-346215 (\$155.31)		PRORATIONS
NISSAN INFINITI LT		15-MV-346976 (\$168.38)		PRORATIONS
		14-MV-345998 (\$146.18)		PRORATIONS
		14-MV-346424 (\$228.10)		PRORATIONS
NISSAN INFINITI LT		15-MV-346763 (\$37.61)		PRORATION
		15-MV-410780 (\$285.95)		ABATEMENTS
		15-MV-410783 (\$331.04)		ABATEMENTS
O & G INDUSTRIES INC		15-MV-410781 (\$505.96)		ABATEMENTS
		15-MV-410782 (\$285.95)		PRORATION
		15-MV-348187 (\$51.88)		PRORATION
ORDAZ ANTONIO		15-MV-348277 (\$11.27)		PRORATION
		15-MV-350724 (\$53.59)		PRORATION
		15-MV- SEE BACK UP		DUPLICATE BILLS/OVERPAYMENT
PETRINI FRED/PETRINI CATHERINE		15-MV-359790 (\$127.39)		PRORATION
		14-MV-360835 (\$238.76)		ABATEMENT
		15-MV-413745 (\$28.38)		PRORATION
PETRO INC		15-MV-363140 (\$404.99)		PRORATION
		15-MV-363530 (\$37.44)		PRORATION
		15-MV-364443 (\$240.31)		PRORATION
SMITH MICHAEL CHRISOPHER		15-MV-SEE BACK UP		PRORATIONS
		15-MV-364070 (\$232.04)		PRORATIONS
		15-MV-364246 (\$370.12)		PRORATIONS
STRMISKA PETER E		15-MV-800838 (\$191.22)		PRORATIONS
		15-MV-365551 (\$127.88)		PRORATION
		15-MV-365581 (\$70.75)		PRORATION
TAVAREZ DORIS R		15-MV-365559 (\$762.71)		PRORATION
		15-MV-366789 (\$172.84)		PRORATION
		15-MV-367358 (\$83.48)		ABATEMENTS
TISKA ERIN LYNNE		15-MV-800143 (\$56.17)		ABATEMENTS
TORRES ROSA I				
TOYOTA LEASE TRUST				
TOYOTA LEASE TRUST				
TOYOTA LEASE TRUST				
USB LEASING LT				
USB LEASING LT				
USB LEASING LT				
VAULT TRUST				
VELEZ FANNY				

AGENDA

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED
CLAIMS COMMITTEE

VW CREDIT LEASING LTD
WALSH TIMOTHY F
WORLD HEALTH CLINICIANS INC

APPROVED BY
TAX COLLECTOR

15-MV-365929 (\$397.38)
15-MV-368438 (\$318.95)
15-MV-370137 (\$235.25)

REPORTED TO
CLAIMS COMMITTEE

PRORATION
PRORATION
DUPLICATE PAYMENT

197 ROWAYTON AVE LLC
RE: 197 ROWAYTON AVE

6-1E-14-0

MORIARTY ELIZABETH M
RE: 26 ALLVIEW AVE

2-2-23-0

VONA CARLO, RICHARD, ETAL
RE: 172 MAIN ST
1-91-2-0

SEWER ADJUSTMENT

OVERPAYMENT

SEWER USE FEE ADJ

15-RE-128342 (\$945.00)

15-RE-118454 (\$165.00)

14-RE-128058 (\$1,871.45)

SPECIAL REQUEST

NORWALK COUNTRY CLUB
RE: 220 GREGORY BLVD
3-73-2-0

TOMBROS PETER + ANN
RE: 30 SOUTH BEACH DR
6-36-69-0

DUPLICATE PAYMENT

DUPLICATE PAYMENT

15-RE-119510 (\$48,787.32)

15-RE-126883 (\$27,272.81)

HONDA LEASE

BILL #	PLATE #	VIN#	AMOUNT
15-MV-329467	OAPPF9	19VDE1F39FE007287	\$ 149.10
15-MV-329577	246ZXW	2HKRM4H57DH66554	\$ 140.49
15-MV-329857	616ZUR	5J8TB4H38DL018538	\$ 431.92
15-MV-329939	2ADDT1	2HKRM4H54DH67588	\$ 70.45
15-MV-330377	188ZRE	19XFB2F58CE378940	\$ 187.06

TOTAL \$ 979.02

HONDA LEASE

BILL #	PLATE #	VIN#	AMOUNT
15-329879	451ZHN	5FNVF4H50CB056177	\$ 480.14
15-330017	508YWX	2HKRM4H56DH670017	\$ 175.93
15-330091	199YGS	5J6RM4H33DL082001	\$ 63.71
15-330170	6AHBN6	19XFB2F56EE238324	\$ 26.10
15-330197	748YIY	5FNVF4H23DB083428	\$ 37.61
15-330339	894YVM	5FRYD4H27E3006020	\$ 121.64
15-330346	3ALGD0	5J6RM4H76EL090209	\$ 123.96

TOTAL \$ 1,029.09

HYUNDAI LEASE

BILL #	PLATE #	VIN#	AMOUNT
14-330569	34Z2DE	KMHGC4DD3CU180948	\$ 172.80
14-330571	51Z5FR	5NPEC4AB5CH389326	\$ 110.79
14-330612	651Z8M	5XYZKDAG2CG117470	\$ 415.57
14-330615	278ZCL	5NPEB4ACXCH432196	\$ 191.32
14-330616	282ZCL	5NPEC4AB8CH430483	\$ 221.92
14-330629	804ZEF	KMHDH4AE2CU419620	\$ 138.64
14-330667	720ZVH	5NPDH4AE6DH284674	\$ 196.71
14-330671	747ZVH	5NPDH4AE8DH298866	\$ 147.46
14-330715	625ZKZ	5NPEC4ACXDH547864	\$ 262.01
14-330716	627ZKZ	5NPEC4ACXDH561585	\$ 262.01
14-330743	963ZVK	5NPDH4AE1DH337359	\$ 98.20
14-330756	5AADU7	KNAFZ4A87E5057525	\$ 152.81
14-330764	9ALGG4	5XYKT3A61FGS88353	\$ 283.30
14-330828	540VZY	5XXGM4A70CG032326	\$ 200.74
14-330871	959ZES	KNDJT2A53C7429906	\$ 220.50
14-330882	6AHSE1	KMHTC6AE3EU183715	\$ 71.30

TOTAL \$ 3,146.08

Year	Type	Bill Numb Reference	Customer	Bill Name	Unpaid Princip P
2015	MV-S	411434 17681A 02/1990/INTL	366013	PETRO INC	-43.25
2015	MV-S	411435 17682A 02/1992/INTL	366084	PETRO INC	-55.27
2015	MV-S	411436 55786A 02/2015/FRHT	366169	PETRO INC	-1,402.71
2015	MV-S	411437 13847A 02/1988/FORD	366171	PETRO INC	-48.34
2015	MV-S	411438 46724A 02/2009/FRHT	366172	PETRO INC	-322.72
2015	MV-S	411439 58826A 02/2016/FRHT	366416	PETRO INC	.00
2015	MV-S	411440 53788A 02/2002/FRHT	366701	PETRO INC	-244.94
2015	MV-S	411441 33638A 02/1998/FORD	366940	PETRO INC	-109.36
2015	MV-S	411442 53037A 02/2005/PKGA	367098	PETRO INC	-253.51
2015	MV-S	411443 54402A 02/2013/FRHT	363829	PETRO INC	-1,211.23
2015	MV-S	411444 48740A 02/2010/FRHT	363928	PETRO INC	-459.30
2015	MV-S	411445 55752A 02/1988/INTL	364039	PETRO INC	-40.70
2015	MV-S	411446 C063539 03/2009/FORD	363421	PETRO INC	.00
2015	MV-S	411447 48739A 02/2010/FRHT	364338	PETRO INC	-459.30
2015	MV-S	411448 58353A 02/2015/FRHT	364397	PETRO INC	.00
2015	MV-S	411449 45424A 02/2008/FRHT	364449	PETRO INC	-290.63
2015	MV-S	411450 17573A 02/1985/INTL	364469	PETRO INC	-46.06
2015	MV-S	411451 13842A 02/1988/FORD	364570	PETRO INC	-43.62
2015	MV-S	411452 C063535 03/2009/FORD	363421	PETRO INC	.00
2015	MV-S	411453 C063536 03/2009/FORD	363421	PETRO INC	.00
2015	MV-S	411454 C062537 03/2009/FORD	363421	PETRO INC	.00
2015	MV-S	411455 46723A 02/2009/FRHT	364941	PETRO INC	-322.72
2015	MV-S	411456 38760A 02/2005/INTL	363445	PETRO INC	-620.63
2015	MV-S	411457 54453A 02/2002/INTL	364971	PETRO INC	-162.79
2015	MV-S	411458 13765A 02/2002/FRHT	364974	PETRO INC	-144.94
2015	MV-S	411459 6754A 02/1979/FORD	364977	PETRO INC	-20.35
2015	MV-S	411460 58352A 02/2015/FRHT	365140	PETRO INC	.00
2015	MV-S	411461 51817A 02/2006/INTL	565172	PETRO INC	-227.64
2015	MV-S	411462 55831A 02/2014/FRHT	365280	PETRO INC	-1,211.23
2015	MV-S	411463 35540A 02/1988/FORD	365354	PETRO INC	-48.04
2015	MV-S	411464 33787A 02/2002/FRHT	365404	PETRO INC	-144.94
2015	MV-S	411465 58351A 02/2015/FRHT	365462	PETRO INC	.00
2015	MV-S	411466 51818A 02/2012/INTL	365537	PETRO INC	-67.01
2015	MV-S	411467 33637A 02/1995/FORD	365538	PETRO INC	-66.08
2015	MV-S	411468 39781A 02/2005/INTL	365840	PETRO INC	-620.63

8596.66

TOYOTA LEASE TRUST			
BILL #	PLATE #	VIN#	AMOUNT
15-MV-363740	661YJG	JTMRFFREV3DD029988	\$ 73.74
15-MV-363868	568ZTY	JTHBK1GG1D2040091	\$ 380.96
15-MV-363968	145ZYG	5TDBK3EH9DS229315	\$ 311.44
15-MV-364277	8ASNP9	JTHCF1D21F5021088	\$ 238.19
15-MV-364286	0AJAE9	2T3RFFREV8EW164243	\$ 194.71
TOTAL			\$ 1,199.04



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: March 6, 2017
Re: Narrative for February, 2017 Tax Collector's Report

Through the end of February, 2017, eight months, and two thirds, through the current fiscal year, we collected more than \$298 million, or **97.63%** of our \$305 million adjusted tax levy. In addition, as of the end of February 2017, we collected nearly \$15 million of our sewer use levy, or **97.53%**. We also collected 89.35% of the year's IPP (Industrial Pretreatment Program) fee on behalf of the Water Pollution Control Authority. Compared with last fiscal year, we are very slightly behind relative to current taxes (.03%) and slightly ahead relative to current sewer use collections (.42%). Also through the month of February, 2017, we collected nearly \$3.6 million (net) in back taxes, interest, lien fees and other fees, \$769,102.00 more than we collected last year at this time. Because all of the payments timely made during the collection cycle are now posted and reported, we now have an accurate perspective on where we stand relative to collection rate, and can responsibly report that we appear to be on target to meet our budgeted collection goals.

Tax bills for the second installment payment on the 2015 grand list, as well as supplemental motor vehicle tax bills were mailed in mid December, and the last day of the collection cycle was February 1. There were no major issues with the collection. There were some issues relative to what constitutes an 'on time' payment in the absence of a postmark, and some issues relative to taxpayers who rely on their own financial institutions' online or telephone banking services to process property tax payments they direct to us. If taxpayers choose to avail themselves of these payment methods due to their convenience, nonetheless, there are some risks involved. There were cases where the financial institutions unfortunately did NOT timely remit the payments to us, in spite of the taxpayers' best efforts, and in those cases the taxpayers were responsible for interest charges. We plan to address this problem by including on our website more warnings and more comprehensive information about the risks of using electronic payment methods.

We issued delinquent notices at the end of February, with a pay-by date of March 15, 2017. These are called 'demand' notices because under state law we are required to 'make demand' for payment prior to taking collection enforcement action. We will be filing lien continuing certificates in the land records the second week in March in order to secure our interest in collecting past due real estate and sewer use payments. We will continue to issue alias tax warrants for collection by state marshal and local constable for past due business personal property taxes, and will continue to work with the Department of Health as they renew health permits for business personal property owners. A business cannot receive a health permit if they owe taxes that are a year or more past due. Also, as in past years, we plan to work with the Recreation and Parks Department to ensure that residents are not able to receive a resident pass (beach sticker) unless their motor vehicle taxes are paid. We appreciate everybody's support with these initiatives. We will be working on collection enforcement right through the spring and into the summer in advance of the July 2017 tax billing. I can provide more detailed information for anyone who has questions about it.

We continue to deal with fallout related to the data conversion that the Connecticut Department of Motor Vehicles undertook last summer. This will be an issue going forward into the summer of 2017. We continue to identify taxpayers who were improperly billed as they face compliance issues at the DMV when their registrations fail to renew.

At this time of year, we have many customers making inquiry for 'tax information' for the purpose of completing federal and state income tax returns. Current tax information, and five years of tax payment history, are available on line on the newly redesigned city website. Also, we refreshed our home page on the new site, and look forward to using it to better communicate with taxpayers and make their interactions with the city more convenient.

**TAX COLLECTOR'S REPORT
JANUARY 2017**

FISCAL YEAR 2016-2017 (2015 GRAND LIST)	ADJ. TAX COLLECTIONS		COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY	JUN 16 - JAN 17				
AUTOMOBILE-REGULAR	\$17,749,640.53	\$16,034,829.52	90.34%	\$1,714,810.01	(\$1,684,188.53)	90.85%
AUTOMOBILE-SUPPLEMENTAL	\$3,316,742.19	\$2,259,473.45	88.14%	\$3,256,882.34	(\$59,059.85)	89.38%
PERSONAL PROPERTY	\$18,959,243.96	\$18,078,845.10	90.58%	\$19,976,622.84	\$17,378.88	90.50%
REAL ESTATE	\$265,387,336.38	\$246,345,131.56	92.82%	\$264,850,869.37	(\$536,467.01)	93.01%
TOTAL TAX	\$306,411,953.06	\$282,718,279.63	92.27%	\$305,734,134.35	(\$677,828.71)	92.47%
SEWER USE	\$15,359,855.00	\$13,881,145.48	90.37%	\$15,351,144.63	(\$8,710.37)	90.42%
IPP FEE	\$212,250.00	\$185,907.41	87.59%	\$212,000.00	(\$250.00)	87.69%
FISCAL YEAR 2015-2016 (2014 GRAND LIST)						
AUTOMOBILE-REGULAR	\$17,433,330.64	\$15,574,958.20	89.34%	\$17,179,560.92	(\$253,739.72)	90.56%
AUTOMOBILE-SUPPLEMENTAL	\$2,646,741.63	\$1,947,234.75	68.40%	\$2,831,863.76	(\$14,877.87)	68.76%
PERSONAL PROPERTY	\$18,482,367.14	\$12,531,835.64	67.77%	\$18,507,881.78	\$15,514.64	67.71%
REAL ESTATE	\$261,229,545.62	\$237,082,187.72	90.76%	\$260,821,808.43	(\$407,737.19)	90.90%
TOTAL TAX	\$300,001,955.03	\$267,136,216.31	89.04%	\$299,341,114.89	(\$660,840.14)	89.24%
SEWER USE	\$14,660,068.00	\$13,222,383.02	90.19%	\$14,636,896.00	(\$23,172.00)	90.34%
IPP FEE	\$189,750.00	\$190,694.40	100.50%	\$216,500.00	\$26,750.00	88.08%
TAX DIFFERENCE 2015 G.L. vs. 2014 G.L. INCREASE/(DECREASE)	\$6,410,008.03	\$15,582,063.32	3.22%	\$6,393,019.46	(\$16,993.57)	3.23%

SEWER DIFFERENCE 2015 G.L. vs. 2014 G.L. INCREASE/(DECREASE)	\$699,787.00	\$698,762.46	0.18%	\$714,243.63	\$14,461.63	0.09%
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IPP DIFFERENCE 2015 G.L. vs. 2014 G.L. INCREASE/(DECREASE)	\$22,500.00	(\$4,786.99)	-12.91%	(\$4,500.00)	(\$27,000.00)	-0.39%
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BACK TAXES COLLECTED	FISCAL YR 2015-2017		FISCAL YR 2015-2016		OUR YR vs. PRIOR YR INC/(DEC)
	JUL 15 - JAN 17	JUL 15 - JAN 17	JUL 15 - JAN 16	JUL 15 - JAN 16	
PRIOR TAXES	\$1,992,219.61	\$1,374,363.90	\$620,855.71	\$620,855.71	
PRIOR SEWER USE FEE	\$76,344.38	\$97,047.98	(\$20,703.58)	(\$20,703.58)	
PRIOR IPP FEE	\$5,922.40	\$9,272.64	(\$3,350.24)	(\$3,350.24)	
TOTAL PRIOR TAX, SEWER & IPP	\$2,074,486.39	\$1,477,684.50	\$596,801.89	\$596,801.89	
CURRENT INTEREST	\$374,530.90	\$327,673.57	\$46,857.33	\$46,857.33	
PRIOR INTEREST	\$595,519.57	\$490,110.57	\$105,409.00	\$105,409.00	
SEWER USE FEE INTEREST	\$43,513.32	\$44,944.79	(\$1,431.47)	(\$1,431.47)	
IPP FEE INTEREST	\$4,233.11	\$4,638.62	(\$405.51)	(\$405.51)	
TOTAL INTEREST COLLECTED	\$1,017,796.90	\$867,367.55	\$150,429.35	\$150,429.35	
PRIOR LIEN FEE	\$18,696.64	\$6,474.95	\$10,221.69	\$10,221.69	
CURRENT LIEN FEE	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL LIEN FEE COLLECTED	\$18,696.64	\$6,474.95	\$10,221.69	\$10,221.69	
MISC FEES COLLECTED**	\$155,568.76	\$37,608.19	\$117,960.57	\$117,960.57	
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$3,266,548.69	\$2,391,135.19	\$875,413.50	\$875,413.50	

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION
 ** PRIOR & CURRENT FISCAL YEAR INCLUDES TAX SALE AND TITLE SEARCH FEES PROCESSED THRU MUNIS

**TAX COLLECTOR'S REPORT
FEBRUARY 2017**

**FISCAL YEAR 2016-2017
(2015 GRAND LIST)**

	ADJ. TAX COLLECTIONS		COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY	JUN 16 - FEB 17				
AUTOMOBILE-REGULAR	\$17,749,640.53	\$16,224,872.19	91.41%	\$17,621,703.77	(\$127,936.76)	92.07%
AUTOMOBILE-SUPPLEMENTAL	\$3,315,742.19	\$2,591,988.32	78.17%	\$3,255,679.53	(\$60,062.66)	79.61%
PERSONAL PROPERTY	\$19,959,243.96	\$19,449,413.02	97.45%	\$19,974,635.04	\$15,391.08	97.37%
REAL ESTATE	\$265,387,336.58	\$260,204,301.98	98.05%	\$264,860,484.10	(\$528,852.28)	98.24%
TOTAL TAX	\$306,411,963.06	\$298,470,575.51	97.41%	\$305,712,502.44	(\$699,460.62)	97.53%
SEWER USE	\$15,359,855.00	\$14,969,376.14	97.46%	\$15,348,596.63	(\$11,258.37)	97.53%
IPP FEE	\$212,250.00	\$189,419.07	89.24%	\$212,000.00	(\$250.00)	89.35%

**FISCAL YEAR 2015-2016
(2014 GRAND LIST)**

	JUN 15 - FEB 16		COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY	JUN 15 - FEB 16				
AUTOMOBILE-REGULAR	\$17,433,300.64	\$15,752,239.57	90.36%	\$17,172,759.83	(\$260,540.81)	91.73%
AUTOMOBILE-SUPPLEMENTAL	\$2,846,741.63	\$2,184,561.14	76.74%	\$2,826,903.54	(\$19,838.09)	77.28%
PERSONAL PROPERTY	\$18,492,367.14	\$18,034,727.12	97.53%	\$18,507,881.78	\$15,514.64	97.44%
REAL ESTATE	\$261,229,545.62	\$256,331,087.91	98.12%	\$260,780,196.92	(\$449,348.70)	98.29%
TOTAL TAX	\$300,001,955.03	\$292,302,615.74	97.43%	\$299,287,742.07	(\$714,212.96)	97.67%
SEWER USE	\$14,660,068.00	\$14,213,032.19	96.95%	\$14,636,738.50	(\$23,329.50)	97.11%
IPP FEE	\$189,750.00	\$191,458.35	100.90%	\$216,500.00	\$26,750.00	88.43%

TAX DIFFERENCE 2015 G.L. vs. 2014 G.L.
INCREASE/(DECREASE)

	\$8,410,008.03	\$6,187,959.77	-0.03%	\$6,424,760.37	\$14,752.34	-0.03%
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SEWER DIFFERENCE 2015 G.L. vs. 2014 G.L.
INCREASE/(DECREASE)

	\$699,787.00	\$756,343.95	0.51%	\$711,858.13	\$12,071.13	0.42%
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IPP DIFFERENCE 2015 G.L. vs. 2014 G.L.
INCREASE/(DECREASE)

	\$22,500.00	(\$2,039.28)	-11.66%	(\$4,500.00)	(\$27,000.00)	0.92%
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BACK TAXES COLLECTED

	FISCAL YR 2016-2017 (JUL 16 - FEB 17)	FISCAL YR 2015-2016 (JUL 15 - FEB 16)	CUR YR vs. PRIOR YR INC/(DEC)
PRIOR TAXES	\$2,132,504.75	\$1,583,577.91	\$548,926.84
PRIOR SEWER USE FEE	\$64,323.33	\$100,485.02	(\$36,171.69)
PRIOR IPP FEE	\$15,922.40	\$13,921.53	\$2,000.87
TOTAL PRIOR TAX, SEWER & IPP	\$2,212,750.48	\$1,697,984.46	\$514,766.02
CURRENT INTEREST	\$485,130.09	\$436,216.28	\$48,913.81
PRIOR INTEREST	\$647,291.44	\$565,826.00	\$81,465.44
SEWER USE FEE INTEREST	\$50,107.02	\$54,256.93	(\$4,149.91)
IPP FEE INTEREST	\$7,098.72	\$5,034.18	\$1,064.54
TOTAL INTEREST COLLECTED	\$1,189,627.27	\$1,062,333.39	\$127,293.88
PRIOR LIEN FEE	\$19,272.64	\$9,554.95	\$9,717.69
CURRENT LIEN FEE	\$0.00	\$0.00	\$0.00
TOTAL LIEN FEE COLLECTED	\$19,272.64	\$9,554.95	\$9,717.69
MISC FEES COLLECTED**	\$163,923.53	\$46,588.25	\$117,335.28
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$3,585,573.92	\$2,816,471.05	\$769,102.87

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

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