COMMON COUNCIL | **AGENDA** | **MARCH 9, 2021**
NORWALK, CONNECTICUT | **7:30 PM EST** | **VIA TELECONFERENCE**

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

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AGENDA

I. **ROLL CALL**

II. **ACCEPTANCE OF MINUTES**

Regular Meeting: February 23, 2021

III. **PUBLIC PARTICIPATION**

IV. **MAYOR**

A. **RESIGNATIONS AND APPOINTMENTS**

RESIGNATIONS:

APPOINTMENTS:
Jolie Leung, Arts Commission
Steven Rust, Arts Commission
Dan Darbandi, Fair Rent Commission

REAPPOINTMENTS: Elizabeth Golden, Historical Commission

MAYOR’S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Authorization for discussion: Settlement: Savannah Thompson v. City of Norwalk, Cirma Claim No. A04823
EXECUTIVE SESSION
2. Authorization for discussion: Settlement: Joseph Mauro v. City of Norwalk, Cirma Claim No. 0165935
EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. HEALTH AND PUBLIC SAFETY COMMITTEE

1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from Ledge Light Health District in the amount of $51,580 per fiscal year for the period beginning July 1, 2020 through June 30, 2024 for public health emergency preparedness.

1b. Authorize the Mayor, Harry W. Rilling, to execute and any and all agreements, documents, instruments or amendments as may be necessary to implement the public health emergency preparedness grant for the period beginning July 1, 2020 through June 30, 2024.

B. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling to enter into a Subordination Agreement with Head of The Harbor South, LLC per terms of the Memorandum of Assistant Corporation Counsel, Darin I. Callahan dated February 26, 2021.

2. Authorize the Mayor, Harry W. Rilling to execute the 1st Amendment to an Agreement between the City of Norwalk and Vannasse Hangen Brustlin, Inc. (VHB) for the Design of Adaptive Traffic Signals on West Avenue for an amount not to exceed $7,000.00.
   Account No. 09 20 4120 5777 C0232

3. Authorize the Mayor, Harry W. Rilling, to executive an Agreement between the City of Norwalk and Fitzgerald & Halliday, Inc. (FHI) for the Norwalk Transportation Management Plan for an amount not to exceed $300,000.00.
   Account No. 09 18 4021 5777 C0599
   09 21 4120 5777 C0514
   09 21 3750 5777 C0774
   09 21 3750 5777 C0775
   09 21 3750 5777 C0776

4. Authorize the Mayor, Harry W. Rilling, to execute the 1st Supplemental Project Authorization Letter for State Project 102-350 Norwalk River Valley Trail – Phase 2.

5. Adopt a Resolution to authorize the Department of Transportation, Mobility and Parking to apply for funding under the Congestion Mitigation and Air Quality Improvement Program grant funding for the City or its designee(s) to construct, own, operate, and maintain all traffic signal equipment and appurtenances installed as part of proposed project Norwalk Traffic Signal System Upgrade – Phase V. In addition, the City will provide up to 20% of the total project cost as matching funds, from approved capital funds for traffic signal replacement.

C. PLANNING COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute separate Master Services Agreements with WSP USA and AKRF for on call professional consulting services to be performed on an as-needed basis related to peer traffic review. The Scope of Work will be performed pursuant to individual Letters of Agreement detailing the scope of the work for each Project. Services will be paid for by individual applicants with the Department.

2. Authorize the Mayor, Harry W. Rilling, to execute separate Master Services Agreements with Decarlo & Doll, BFJ Planning and Andriopoulos Design Associates for on call professional consulting services to be performed on an as-needed basis related to peer architectural/planning review. The Scope of Work will be performed pursuant to individual Letters of Agreement detailing the scope of the work for each Project. Services will be paid for by individual applicants with the Department.

3. Authorize the Director of Planning and Zoning to execute the Letters of Agreement for both traffic peer review services and architectural/planning peer review services for individual projects on an as-needed basis to authorize the work to be done.

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Integrated System Services, LLC. for the Enhancement to School Security – Access Control Improvements at Brien McMahon High School & Norwalk High School Project for a total not exceed $58,001. Acct. # 0915/215010 5777 C0537.

1b. Authorize the NPS Facilities Dept. to issue Change Orders on contract for a total not to exceed $5,800.00. Acct. # 09215010 5777 C0537.2.

2. Authorize the Purchasing Agent to issue a Purchase Order to Special Testing Laboratories, Inc. for materials testing and field inspection services for the Jefferson Elementary School Renovate as New Project for a total not to exceed $60,000. Account #0919/20 5010 5777 C0619.

3a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Universal Building Services, LLC for City Hall Air Handler Unit#3 refurbishment project for a total not to exceed $78,850.00 Account # 0918/21 7100 5777 C0439

3b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed $7,885.00.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

ARTS COMMISSION — **M/C** — **Norwalk Code 17-A**

JOLIE LEUNG (D)
81 Wolfpit Avenue
Norwalk, CT 06851
Term Expires – 07/11/2022
Replacing Peter Smyth

STEVEN RUST (D)
22 Cloverly Circle
Norwalk, CT 06855
Term Expires – 07/11/2022
Replacing Helen Roman

FAIR RENT COMMISSION — **M/C** — **Norwalk Code 39**

DAN DARBANDI (D)
20 Ambler Drive
Norwalk, CT 06851
Term Expires – 07/01/2021

REAPPOINTMENTS

HISTORICAL COMMISSION — **M/C** — **Norwalk Code 57A**

ELIZABETH GOLDEN (D)
22 Sunrise Hill Road
Norwalk, CT 06851
Term Expires – 12/31/2025

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CITY OF NORWALK
COMMON COUNCIL
FEBRUARY 23, 2021
VIA TELECONFERENCE

Mayor Rilling called the meeting to order at 7:45 p.m. and led the Assembly in reciting the Pledge of Allegiance.

Ms. King read the announcement and called the Roll:

The following Common Council members were present:

Council at Large:	Mr. Gregory Burnett Mr. Manny Langella Ms. Barbara Smyth	Ms. Dominique Johnson Mr. Nicholas Sacchinelli
District A:	Mr. David Heuvelman	Mr. Kadeem Roberts
District B:	Ms. Darlene Young	Ms. Diana Revolus
District C:	Mr. John Kydes	Mr. George Theodoridis
District D:	Mr. George Tsiranides	Mr. Tom Keegan
District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan

At Roll Call there were fifteen (15) Common Council members present. A Quorum was present.

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

II. **ACCEPTANCE OF MINUTES**

Special Meeting: February 9, 2021

The following corrections were made:

Page 4: Correct the spelling of Ms. Connors' name and correct the spelling of increases

**** MR. HEUVELMAN MOVED TO ACCEPT THE MINUTES AS CORRECTED**
**** MOTION PASSED UNANIMOUSLY**

Regular Meeting: February 9, 2021

The following correction was made to page 4: Correct the spelling of month

**** MR. SACCHINELLI MOVED TO ACCEPT THE MINUTES AS CORRECTED**
**** MOTION PASSED UNANIMOUSLY**

III. **PUBLIC PARTICIPATION**

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

Mayor Rilling reviewed the public participation procedure.

Mr. Justin Matley said the budge process should be collaborative and transparent. He said this is not a chore, but an investment in the community and increases property values. He said this is not the time to be austere and is a time to be bold. He said that some of the City's financial positions are at best passive and sometimes misleading. He said he hoped the City can collaborate with the Board of Education.

Ms. Donna Smirniotopoulos read and submitted the following letter:

The Connecticut Center of Economic Analysis, University of Connecticut School of Business released a forecast in May that augers poorly for the state's economic future. It begins:
"It looks bad. Even an optimistic scenario argues recovery will be slow and painful; a more realistic assessment sees Connecticut struggling to recover in employment, real output, personal income, and state revenues out past 2030. Connecticut's economy was in trouble before the COVID-19 shutdown. In February 2020, Connecticut had not yet recovered from the contraction the 2007-2009 Great Recession wrought; both employment and output (state GDP) were still below their previous peaks. It is the worst record on any state……" It continues, "the contrasting performance of other statesunderlines how Connecticut's dismal performance was anomalous, with job creation in low-skill, low-wage sectors: tourism, hospitality, logistics, and elder care. None are growth drivers. Connecticut had been progressively weakening since the 1980s. Every recovery since the recession of the early 1990s had seen progressively slower recovery in jobs."

In Washington, the House Budget Committee voted Monday to approve a $1.9 trillion stimulus package proposed by President Joe Biden. The new stimulus package includes $170 BILLION earmarked for public schools by the Biden administration. The Norwalk Public Schools will receive millions in direct aid as a result of this package, plus additional economic aid for the City and state. Bear in mind that we also pay for federal aid.

In Greenwich, the BET suggested the GPS limit their budget increase request to 3.38% over last year. Greenwich Superintendent Toni Jones is seeking a nearly 4% increase. She may not get it. And her request is less than the 4.6% Norwalk is seeking. Remember last year in Greenwich, the Board of Selectmen held the line on budget increases out of respect for the economic hardship associated with COVID-19 business closures.

In Hartford, the Democrat controlled legislature's Martin Looney is proposing legislation to levy additional property tax on homes valued at over $400k. If passed, this bill will hit middle class Norwalkers hard. Average home values in Norwalk are already higher than the bottom end of the Looney bill. Once again Norwalk is punished for its relatively high land values. If you think this bill will only impact the rich, you're wrong. This one will hurt average Norwalk homeowners already saddled with an average property tax increase of 4% this year if you pass this budget as approved by the Finance Committee last week.

Given the grim economic statistics from CCEA and given the relative restraint of our more affluent neighbors in Greenwich, how can the Common Council in good conscience approve a budget with a burn rate of over $1 million/day—an increase of $15 million over last year, with a General Fund drawdown of $8 million?

City Hall is still fundamentally closed for business, unless your purpose is to pay your tax bill. They've even provided a drive-through option for our "convenience."
There is nothing convenient about tax obligations so onerous that even longtime Norwalk residents with generations of history are fleeing the state in search of more felicitous tax rates—places where state and local governments create incentives for investment in real estate and business. According to the CCEA, Connecticut has a lot of catching up to do. I enjoin the Common Council to do the right thing for your neighbors. Do not draw down the rainy day fund. Do not raise residential property taxes. And do not approve this budget as presented.

Ms. Iliana Zuniga said the only thing expensive is ignorance. She said that she keeps hearing about equality, but as much as she would like a new high school, she wants the children to have bathrooms. She asked the Common Council to be smart and invest in everyone's future. She said the best way to predict the future is to create it.

Ms. Sarah McIntee spoke in support of funding the Board of Education request. She said the parents are aware and thankful of the investments the City has made in the schools. She said this year's school request is reasonable and is essentially flat. The Superintendent did all she could to keep the budget flat. Ms. McIntee said the cut means there will be $5million less in program sand staff next year. She said there is a large population of minorities and those students will be left behind.

Ms. Jessica Kordas said the Board of Education's request is disingenuous. She said it is unfortunate that due to the statutory structure there is little oversight as to where the money goes. She said she wants the Board of Education to be transparent as to where the money goes. She said they need to find efficiencies in the Board of Education.

Ms. Heidi Alterman said she heard the people on the Common Council do not fully trust the Board of Education. She asked them to take a moment to think about how to gain that trust. She suggested having an audit firm chosen by neutral parties. She said the new Superintendent is doing all she can to save money and brought in over $2 million in grants. Ms. Alterman asked the Common Council to reconsider raising the budget to 4.6% or have a delay to ask for more information.

Ms. Jessica Jones said the schools are at 105% capacity. She said she considered leaving Norwalk because of everything. She asked the Common Council to consider the 4.6% request. She added that her son is in Special Education and is concerned that he will lose services.

Mr. John LaChansky asked the Common Council to consider he proposed budget. He said we are a year into the pandemic; teachers and students deserve the best platform for the most successful learning and this takes funding. He said that as we continue to rely on technology, the City needs to invest in it for the sake of the children.

Ms. Teresa Patterson said she chose to do remote learning for her child in Kindergarten. She asked the Common Council to re-consider and fully fund the Board of Education's request.

Ms. Barbara Meyer-Mitchell said Norwalk is a City on the rise and the City needs to continue to invest in the services it provides. She asked the Common Council to make the allocation more equitable.

Ms. King read the following letter from Isabelle Hargrove:

As we all are acutely aware, the pandemic has wrecked the lives of many in our community and has created serious financial hardships for many home and business owners in Norwalk. In light of this harsh reality, it is paramount that the city of Norwalk not raise property taxes this year and keep the drawdown from the rainy day fund to an absolute minimum.

Therefore, I support a 2% only increase in the BOE budget and recommend the same for the city side. These are unprecedented times and the hardship created by the pandemic does impose serious restrictions on our ability to conduct business as usual, including spending as usual. Right now is unfortunately not the time to invest, it is the time to save and cut spending.

Please hold the line at a 2% increase for the full budget.

There were no further comments and the public hearing was closed.

IV. **MAYOR**

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none this evening.

APPOINTMENTS: There were none this evening.

REAPPOINTMENTS: There were none this evening.

MAYOR'S REMARKS:

Mayor Rilling reported that the State of CT converted to an age based COVID-19 vaccination schedule. A Town Hall Meeting with members of the Clergy and Common Council will be scheduled to address vaccination distribution disparity. In addition, a vaccine clinic will be conducted at the Grace Baptist Church. Norwalk is participating in Mayor's Across the Nation to recognize March 1st as COVID Memorial Day. A proclamation issued by the Mayor to honor the 500,000 Americans lost to COVID-19 was read by Ms. Revolus. The Mayor stated that first responders, educators and essential workers who look after our well-being and keep our economy going should be remembered and honored as well.

V. **COUNCIL PRESIDENT**

A. GENERAL COUNCIL BUSINESS:

Mr. Sacchinelli commented that this was one of the most challenging they have had to face. He said that although everyone remains optimistic, it is going to take time to learn the impact from Covid. These are all highly dynamic variables. Mr. Sacchinelli said that all Common Council members did a lot of soul searching. He thanked them all for undertaking this. He noted that this is not an easy year.

B. CONSENT CALENDAR:

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

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. RECREATIONS, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE NORWALK KARTING ASSOCIATION FOR THE USE OF CALF PASTURE BEACH FOR THE SPRING AND FALL 2021 SEASON TO BE HELD ON THE FOLLOWING DATES FROM 7:00 AM – 6:00 PM.
SPRING 2021 – MARCH 13, 20, 27 APRIL 10, 17, 24 MAY 1
FALL 2021 – OCTOBER 2, 9,16,23,30 NOVEMBER 6, 13, 20

PLEASE NOTE: DATES MAY NOT BE AVAILABLE DEPENDING ON SCHEDULED EVENTS.
IF RAIN ON SATURDAY; SUNDAY MAY BE AVAILABLE.
ESTIMATED ATTENDANCE 50-100.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH GREENWICH KENNEL CLUB/LONGSHORE SOUTHPORT KENNEL CLUB FOR THE USE OF TAYLOR FARM FOR THEIR 89TH GREENWICH KENNEL CLUB AKC DOG SHOW, OBEDIENCE & RALLY TRIALS AND LONGSHORE/SOUTHPORT KENNEL CLUB AKC DOG SHOW TO BE HELD SATURDAY, JUNE 12,2021 AND SUNDAY, JUNE 13, 2021 FROM 8:30 AM – 6:30 PM. SET UP TO TAKE PLACE AT 6:00 AM ON THURSDAY, JUNE 10, 2021 WITH TEAR DOWN NO LATER THAN 12:00 NOON ON MONDAY, JUNE 14, 2021. ESTIMATED ATTENDANCE 500 OR LESS.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A COOPERATIVE AGREEMENT WITH THE TOWN OF WILTON AND FRIENDS OF NORWALK RIVER VALLEY TRAIL, INC. CONCERNING THE RETENTION OF A CONSTRUCTION CONTRACTOR AND POT-CONSTRUCTION MAINTENANCE OF THE WIL-WALK SECTION OF THE NORWALK RIVER VALLEY TRAIL, AND ANY AND ALL NECESSARY DOCUMENTS REQUIRED TO PERFORM THE COOPERATIVE AGREEMENT.

B. FINANCE AND CLAIMS COMMITTEE

1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: FEBRUARY 11, 2021

2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED: FEBRUARY 8, 2021.

3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: JANUARY 2021

4A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXERCISE THE TWO, 2-YEAR EXTENSION OPTIONS OF THE AGREEMENT FOR CONSULTING SERVICES BY AND BETWEEN THE CITY OF NORWALK AND ADVANCED CORPORATE NETWORKING, INC, D/B/A DIGITAL BACK OFFICE, FOR MANAGED NETWORK SERVICES RELATED TO THE MUNICIPAL AREA NETWORK PROJECT TO EXTEND THE AGREEMENT FOR A PERIOD OF 4 YEARS FROM THE END OF THE INITIAL TERM AT THE CURRENT MONTHLY RATES, CITY ACCOUNTS 011370-5245, LIBRARY ACCOUNT 016200-5245, BOARD OF EDUCATION ACCOUNT 2III22253-730-II.

4B. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXTEND THE MEMORANDUM OF AGREEMENT WITH THE NORWALK TRANSIT DISTRICT FOR ITS USE OF THE CITY MUNICIPAL AREA NETWORK FOR A PERIOD OF 4 YEARS FROM THE END OF THE INITIAL TERM.

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BY AND BETWEEN THE CITY OF NORWALK AND ADVANCED CORPORATE NETWORKING, INC, D/B/A DIGITAL BACK OFFICE, FOR MANAGED NETWORK SERVICES RELATED TO THE MUNICIPAL AREA NETWORK PROJECT FOR MANAGED NETWORK SERVICES RELATED TO CALF PASTURE BEACH AND VETERANS PARK FIBER EXTENSION FOR A PERIOD OF 4 YEARS FROM DATE OF NETWORK ACCEPTANCE, ESTIMATED TO BE SEPTEMBER 30, 2021, FOR A TOTAL AMOUNT NOT TO EXCEED $226,368.00, ACCOUNTS 361370-5744 (GRANT $127,332), 011370-5741 ($42,444), AND 011370-5245 ($56,592 [MONTHS 37-48]).

C. PLANNING COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXTEND THE CONTRACT BETWEEN THE CITY OF NORWALK AND WSP USA, INC. FOR PROJECT NO. 3756- ON-CALL TRAFFIC PEER REVIEW CONSULTING SERVICES FOR A PERIOD OF 4 MONTHS.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXTEND THE CONTRACT BETWEEN THE CITY OF NORWALK AND DECARLO & DOLL, INC. FOR PROJECT NO. 3788- ON-CALL ARCHITECTURAL AND SITE PLANNING REVIEW SERVICES FOR A PERIOD OF 4 MONTHS.

D. PUBLIC WORKS COMMITTEE

1. TECHNICAL CORRECTION: AMEND COMMON COUNCIL ACTION OF JANUARY 12, 2021, ITEM VII.A.6 AS FOLLOWS:

AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A THREE YEAR AGREEMENT WITH CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. FOR PROJECT 4079 HOUSEHOLD HAZARDOUS WASTE COLLECTION FOR A SUM NOT TO EXCEED $30,000. 00 PER YEAR.
ACCOUNT NO. 01 40 42 5258

2. TECHNICAL CORRECTION: AMEND COMMON COUNCIL ACTION OF JANUARY 12, 2021, ITEM VII.A.7 AS FOLLOWS:
AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A THREE AND ON-HALF YEAR AGREEMENT (JANUARY 1, 2021 THROUGH JUNE 20, 2024) WITH TWO 1 YEAR EXTENSION OPTIONS WITH CITY CARTING, INC. FOR PROJECT 4077 TRANSPORTATION & DISPOSAL OF YARD WASTE MATERIALS FOR A SUM NOT TO EXCEED $135,000.00 FOR FISCAL YEAR 2021, $275,000. 00 FOR FISCAL YEAR 2022, $275,000.00 FOR FISCAL YEAR 2023, AND $275,000.00 FOR FISCAL YEAR 2024.
ACCOUNT NO. 01 40 42 5299

3. TECHNICAL CORRECTION: AMEND COMMON COUNCIL ACTION OF JANUARY 12, 2021, ITEM VII.A.8 AS FOLLOWS:

AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A THREE AND ONE-HALF YEAR AGREEMENT (JANUARY 1, 2021 THROUGH JUNE 30, 2024) WITH TWO 1 YEAR EXTENSION OPTIONS WITH D.W. TRANSPORT & LEASING, INC. FOR PROJECT 4078 TRANSPORTATION & DISPOSAL OF STREET SWEEPINGS / CATCH BASIN GRIT, EXCAVATED MATERIALS AND BROKEN STRUCTURAL CONCRETE FOR A SUM NOT TO EXCEED $75,000.00 FOR FISCAL YEAR 2021, $150,000.00 FOR FISCAL YEAR 2022, $150,000.00 FOR FISCAL YEAR 2023, AND $150,000.00 FOR FISCAL YEAR 2024.
ACCOUNT NO. 01 40 42 5299

** **MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. YOUNG; MS. REVOLUS; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)**

B. FINANCE AND CLAIMS COMMITTEE

6. RESOLUTION:

** **MR. BURNETT MOVED THE FOLLOWING RESOLUTION**

> ***WHEREAS*, SECTION 1-289 OF THE NORWALK CHARTER REQUIRES THAT A MAJORITY OF THE COMMON COUNCIL VOTE TO ESTABLISH A SPECIFIC SPENDING LIMIT ON LOCALLY 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 THE TOTAL APPROPRIATION FOR THE CITY OF NORWALK FOR FISCAL YEAR BEGINNING JULY 1, 2021 SHALL BE NO MORE THAN $384,676,326. THIS APPROPRIATION CAP REPRESENTS TOTAL EXPENDITURES OF $400,599,192 LESS ESTIMATED INTERGOVERNMENTAL GRANTS OF $15,922,866.**
>
> ***BE IT FURTHER RESOLVED* THAT THE RESULT OF THIS VOTE AND RESOLUTION, TOGETHER WITH THE ATTACHED 2021-2022 BUDGET GUIDE, BE FORWARDED BY THE CLERK OF THE CITY OF NORWALK TO THE BOARD OF ESTIMATE AND TAXATION.**

Mr. Burnett thanked all Norwalk residents for reaching out, related to the budget. He said everyone is facing health and economic challenges. He said that one year ago, no one could have envisioned this. Mr. Burnett said they need to proceed with caution because of all of the unknowns.

Mr. Burnett said this budget maintains the City services and student learning in Norwalk. He said there needs to be a long term solution that will reduce taxes. He said a long term plan is the responsibility of the Council and that he supports the recommended budget.

Mr. Kydes said he did not support the recommended budget when so many residents are struggling.

** **MR. KYDES MOVED THE FOLLOWING AMENDMENT:**

> ***WHEREAS*, SECTION 1-289 OF THE NORWALK CHARTER REQUIRES THAT A MAJORITY OF THE COMMON COUNCIL VOTE TO ESTABLISH A SPECIFIC SPENDING LIMIT ON LOCALLY**

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 THE TOTAL APPROPRIATION FOR THE CITY OF NORWALK FOR FISCAL YEAR BEGINNING JULY 1, 2021 SHALL BE NO MORE THAN $383,683,246. THIS APPROPRIATION CAP REPRESENTS TOTAL EXPENDITURES OF $399,557,112 LESS ESTIMATED INTERGOVERNMENTAL GRANTS OF $15,922,866.

***BE IT FURTHER RESOLVED* THAT THE RESULT OF THIS VOTE AND RESOLUTION, TOGETHER WITH THE ATTACHED 2021-2022 BUDGET GUIDE, BE FORWARDED BY THE CLERK OF THE CITY OF NORWALK TO THE BOARD OF ESTIMATE AND TAXATION.**

Mr. Langella spoke in support of Mr. Kydes' amendment. He said that families have lost their income and there are a lot of unknowns. He said he cannot ignore the burden of a large tax increase on the residents. He added that he is waiting for the efficiency study.

Mr. Livingston asked Mr. Kydes how he arrived at that number. Mr. Kydes said it is based on the tax increase in his district and what they would be able to afford.

Mr. Livingston said this is a particularly difficult budget. He said he heard from parents, teachers and taxpayers. Covid hit everyone in different ways. He said he understands the desire to give more funding to the schools, but said he was going to support Mr. Kydes' amendment. He said that Mr. Hamilton said they expect a surplus of about $2 - $4 million. He added that it is critical to have the efficiency study. Mr. Livingston said they do not know what the stimulus funding will be. Mr. Livingston said he is in support of the amendment and he is not directing this to any particular group. He said he is leaving that to the Board of Estimate to find the money because they talk to each department.

Mr. Keegan said he will support Mr. Kydes' amendment. He reminded everyone that they need an efficiency study for both sides. The taxpayers deserve to know where their money is being spent. He said he agreed with Mr. Livingston to let the Board of Estimate and Taxation figure out how to divvy up the money.

Ms. Smyth said she did not support Mr. Kydes' amendment. She said that while she understands his concern for his constituents, she comes from an education background and has real concerns for the Board of Education. She said she wanted everyone to know, Norwalk has great schools and staff and everyone can be proud of the schools.

What makes Norwalk different from other towns, is that our students come from diverse backgrounds and they enrich all of us. Ms. Smyth said she has been conflicted about this budget that recommends funding the City side higher than the Board of Education. She said that to just meet the contractual obligations will be 2.6%.

Ms. Smyth said that the students need the support. The 2% increase feels punitive to the new Superintendent. She said that she knows people are suffering and have concerns about tax increases, but does not support Mr. Kydes' amendment.

Mr. Heuvelman said he echoed Ms. Smyth's comments. He said that he cannot support Mr. Kydes' amendment because it is punitive in nature and punishes a new Board of Education administration.

Mr. Heuvelman said that everyone is experiencing a fatigue and there is the fundamental understanding that they are all on the same side and want what is best for Norwalk.

Mr. Heuvelman said he was proposing an amendment to cap the increase to reflect a 2.5% increase for the Board of Education that will put them closer to their contractual obligation. He said this has been a difficult year and the teachers have risen to the task. This new administration has worked hard to create a strategic plan for the students.

Mr. Heuvelman said his proposal represents a tax rise, but they need to maintain the investment in the kids. He said he cannot support Mr. Kydes' amendment.

Ms. Shanahan said she supported Mr. Kydes' amendment. She said that in no way did she think this as being punitive or directed to the Board of Education. She said they are all paying taxes and this has been an extraordinarily difficult year for everyone. She said she was comfortable with this due to the Federal stimulus funds an because there is a surplus in the budget. She added that there is the ability to do a special appropriation if the Board of Education needs funding.

Ms. Shanahan explained that they are not cutting the budget, they are cutting the budget request. They can never cut the budget over what was approved last year.

Mr. Sacchinelli said he will support Mr. Kydes' amendment. He said it would be irresponsible to move forward with an increase. He said it is not about the Board of Education and that he would love to give them as much as possible because they do a great job. He said people are losing jobs and their homes and there is a downward trend in our commercial tax base. If the City loses businesses, the entire burden will be on the residents.

Ms. Young said she will support Mr. Kydes' amendment. She said they have to be good stewards of the budget. She added that it would not be fiscally responsible to increase the budget up to 2.5%. Ms. Young said the efficiency study needs to be done; they cannot provide funding if they do not know where the money is going. She thanked Mr. Burnett, the Finance Committee, the Board of Estimate and Taxation and the Board of Education. She said this is not an easy task and everyone wants the City to succeed.

Mr. Burnett said he will not support the amendment to reduce the cap by $1 million. He said the CFO did a great job of looking at all of the City departments and came back with a bare bones budget for the City. He said that the current cap is fair and to reduce it would be catastrophic.

** **MOTION ON THE AMENDMENT PASSED BY ROLL CALL VOTE WITH TEN (10) IN FAVOR (MR. LANGELLA; MR. SACCHINELLI; MS. REVOLUS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN) AND FIVE (5) IN OPPOSITION (MR. BURNETT; MS. JOHNSON; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS)**

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

***WHEREAS*, SECTION 1-289 OF THE NORWALK CHARTER REQUIRES THAT A MAJORITY OF THE COMMON COUNCIL VOTE TO ESTABLISH A SPECIFIC SPENDING LIMIT ON LOCALLY 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 THE TOTAL APPROPRIATION FOR THE CITY OF NORWALK FOR FISCAL YEAR BEGINNING JULY 1, 2021 SHALL BE NO MORE THAN $383,683,246. THIS APPROPRIATION CAP REPRESENTS TOTAL EXPENDITURES OF $399,557,112 LESS ESTIMATED INTERGOVERNMENTAL GRANTS OF $15,922,866.

***BE IT FURTHER RESOLVED* THAT THE RESULT OF THIS VOTE AND RESOLUTION, TOGETHER WITH THE ATTACHED 2021-2022 BUDGET GUIDE, BE FORWARDED BY THE CLERK OF THE CITY OF NORWALK TO THE BOARD OF ESTIMATE AND TAXATION.**

** **MOTION ON THE RESOLUTION AS AMENDED PASSED BY ROLL CALL VOTE TEN (10) IN FAVOR (MR. LANGELLA; MR. SACCHINELLI; MS. REVOLUS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN) AND FIVE (5) IN OPPOSITION (MR. BURNETT; MS. JOHNSON; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS)**

Mayor Rilling thanked everyone for their hard work. He said he appreciated the comments made by the Common Council members and sends the message that they are trying to be good custodians. He said he is hopeful the money from the Federal government will supplement the Board of Education budget. Some of that money will help prevent lay offs.

Mayor Rilling explained that the Board of Estimate and Taxation will look at the recommended budget.

Ms. Revolus said there is a misconception that Norwalk is compared to other towns. She said that the closest town Norwalk is comparted to is Stamford and Norwalk outperforms most other towns.

Mayor Rilling said that the money allocated this year to the Board of Education becomes the base for next year's budget. He said if there is a cut, it is a cut in the request and not from the baseline from last year.

VIII. **RESOLUTIONS FROM COMMON COUNCIL**

There were none.

IX. **MOTIONS POSTPONED TO A SPECIFIC DATE**

There were none.

X. **SUSPENSION OF RULES**

There were none.

XI. **ADJOURNMENT**

** **MS. REVOLUS MOVED TO ADJOURN**
** **MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 9:15 p.m.

ATTEST:___________________________
Donna King, City Clerk

IV.A

Jolie Leung

jolie.k.leung@gmail.com
(347) 515-5753

Computer Skills

- Vectorworks
- AutoCAD
- Adobe Creative Suite
- Microsoft Office
- SketchUp
- ArcMap (GIS)
- Rhino
- Grasshopper

Work Experience

Artemis Landscape Architects, *Landscape Designer*

August 2017 - Present

- Schematic Design & Design Development - preparation of supplemental presentation documents including hand renderings, photoshop renderings, 3D models, and illustrative planting plans for client presentations
- Construction Documentation - detailed layout, grading, planting lighting plans & custom details for various landscape features
- Project Administration - on-site oversite of project installation & collaboration as required between contractors, engineers, and architects
- Working knowledge of native northeast planting palette, meadow, streetscape, and bioswale design

Green Schoolyards America, *Volunteer*

August 2020 - Present

- COVID-19 Outdoor Learning Initiative - develop site-specific strategies for schools in northeast region to accomodate outdoor learning
- Facilitated collaboration with Bronx elementary school for programming

WE Design/Brooklyn Greenway Initiative, *Landscape Design Intern*

June 2015 - August 2015

- West Street Watershed Project - green infrasructure studies & implementation, development of planting schemes based on varying urban conditions in Greenpoint Brooklyn
- Facilitated community meetings for public improvement

Awards

CTASLA Award of Honor, *Artemis Landscape Architects*

December 2020

- Design developemnt & preparation of construction document set for Coastal Contemporary Landscape in Westport, CT

ASLA Award of Merit

June 2017

- Senior capstone - design studies on improving public spaces in East New York at the planning, park, and courtyard scale
- City-wide analysis through custom map generation from public datatsets & visualization using GIS

Education

M.S. Data Analytics & Visualization

Pratt Institute - School of Information
Est. Graduation 2023

Bachelor of Landscape Architecture, Cum laude

California Polytechnic State University, San Luis Obispo
2012-2017

Urban Design Core
Danish Institute of Study Abroad, Copenhagen
Fall 2015

Steven Rust **Theatre Consultant / Lighting Designer**
917-270-6589 **sjrust@optimum.net**

Lighting Designer – Theatre Projects 2009 – Present
Fundamental objective is to support the Client, Architect and their Design Team in the planning and construction of performing arts spaces. Project experience ranges from K-12 educational performance space to professional performing arts centers. Specialize in lighting design and electrical infrastructure for domestic and international projects.

Selected Projects	**Completion Date**
Hackley School, Tarrytown, NY	2023 (in design)
Palace Theatre, New York, NY	2022 (in construction)
Brown University Performing Arts Center, Providence, RI	2022 (in construction)
Dr. Phillips Performing Arts Center, Orlando, FL	2021 (in construction)
Walnut St Theatre, Philadelphia, PA	2022 (in design)
HBX Online Studios, Harvard Business School	2020
Dirumbai Ambani Performing Arts Center, Mumbai India	2019
Klarman Hall, Harvard Business School, Boston, MA	2018
Wall St Theatre, Norwalk, CT	2017
The Winsor School, Boston, MA	2015
Kennedy Center Theatre Lab, Washington, DC	2014
Wilmington Friends School, Wilmington, DE	2014

Director of Technical Services - Sachs Morgan Studio, Inc. 1999 – 2009
Coordinated theatre design and specialty equipment with client and design team from staff interviews through construction. Working knowledge of building and life safety codes pertaining to places of assembly. Designed and supervised award-winning architectural lighting projects.

Selected Projects	**Completion Date**
Nederlander Theatre, New York, NY	February 2009
Kennedy Center Eisenhower Theatre, Washington, DC	August 2008
Mark Taper Forum, Los Angeles, CA	July 2008
Granada Theatre, Santa Barbara, CA	March 2008

Project Manager, Charles Cosler Theatre Design, Inc. 1996-1999
Project Manager for a design company specializing in K-12 theatres and architectural lighting.

Production Manager, Columbia Artists Management, Inc. 1993-1996
Production Stage Manager for national ballet tours including Bolshoi Ballet, National Ballet of China, Paris Opera Ballet Ensemble and New York City Ballet Ensemble.

Lighting Designer 1986-1996
Freelance Lighting Designer for dance, opera and drama including Tony nominated production *Wilder, Wilder, Wilder,* Circle in the Square Theater; Daring Project Dance Company; Long Wharf Theatre; and New Voices Theatre Company.

Education
BA in Economics from Connecticut College, New London, CT.

Dan Darbandi

D

20 Ambler Drive, Norwalk, CT 06851
(203) 667-3964/dan.darbandi@gmail.com

Relevant Professional Experience

Borealis Philanthropy (2019-present)

Grants Associate

- Working with internal staff and consultants to develop organization's Salesforce NPSP database and transition all data from GLM and GrantHub grant systems. Developed and led staff trainings for 30+ staff on best practices for grantmaking & Salesforce grants management system.
- Created and updated Wiki instructional site detailing best practices for org's Salesforce database and external grant application portal.
- Acted as first point of contact for staff and external grantee technical questions/issues with GLM and Salesforce databases.
- Consulting with Senior Grants Manager and Director of Finance to streamline incoming and outgoing grants finance processes using PMBOK best practices.

Rebuilding Together (2018-19)

Manager, Project & Event Management/Corporate Stewardship Manager

- Responsible for maintaining and renewing a $3 million portfolio of corporate partner funding for home repair projects. Coordinated renewal efforts with funder staff, Rebuilding Together's marketing team, and Rebuilding Together's program team to develop organizational data around project & programmatic successes.
- Worked in concert with corporate partners to develop critical home repair, disaster recovery, organizational capacity-building, and promotional event grants for 120+ member nationwide affiliate network. Compiled all project data in to reports and renewal presentations for contract renewal discussions.
- Coordinated project management processes for, reviewed, and distributed 75+ home repair grants to affiliates; grants ranged in value from $12,000 to $60,000. Coordinated marketing deliverables for each grant with RT National's Marketing team, partners' marketing teams, and third-party public relations firms.
- Consulted with Business Development team on affiliate capacity building/affiliate strategic plan utilizing data gleaned from graduate capstone study of Rebuilding Together's affiliate network.
- In concert with VP of Programs and Director of Development, built administrative infrastructure (grant reporting criteria, leveraged funding superstructure, environmental review guidelines) to prepare 120+ member affiliate network for HUD-funded veteran home repair program per HUD specs. Developed and presented webinar detailing grant process to affiliate network.
- Responsible for developing and presenting informational webinars to affiliate network and corporate partners.

Midwestern Higher Education Compact (2015-2018)

Operations Coordinator

- Prepared and produced training content (web copy & video) for new board members; content communicated organization's mission, value proposition, and structure.
- Developed a database to track all board motions, a project that was scaled up in to a plenary session summarizing organization's accomplishments to organization's board during its 25th anniversary celebration.
- Managed all organizational bookkeeping functions (accounts receivable, payable, reconciliation) in coordination with Director of Finance.

Friends of Rockaway (2014)

Project Manager

- Provided project management services to organization completing disaster recovery home repair projects in southern Queens communities affected by Hurricane Sandy; managed portfolio of 20+ projects and oversaw team of 15 AmeriCorps members and construction trade professionals.

AmeriCorps (2010-2013)

AmeriCorps Member

- Trained and managed 200+ volunteers (including workforce development program participants) in disaster recovery/home repair projects in New Orleans and New York City; developed volunteer curriculum to emphasize general safety practices, project history, and construction techniques; led morning introductions and facilitated volunteer introductions; assisted with volunteer coordination and scheduling.
- Oversaw development of social media projects for New Orleans human services nonprofit. Trained agency staff (Director of Marketing, VP of Business Development, Volunteer Manager) in best practices for social media content development and messaging.

Education

DePaul University

M.S., Public Service Management

- 4.0 GPA; member, Pi Alpha Alpha National Honor Society for Public Affairs and Administration.
- Recipient of School of Public Service's Department Chair award for academic excellence in program.
- Authored study of & provided recommendations for increasing affordable housing in Missoula, MT.

University of St. Thomas

Certified Professional Project Manager (CAP-M equivalent)

Providence College

B.A., History and Writing

Volunteer Activities of Note

Norwalk Mutual Aid

Volunteer Coordinator/Co-Organizer

- Organized 200+ volunteers for biweekly food collection and distribution events for Norwalk, CT residents affected by COVID-19.
- Provided on-site guidance to volunteers participating in food and clothing drive events.

Memorandum of Agreement
for the DPH Public Health Preparedness Program
By and Between
Ledge Light Health District and City of Norwalk
2020-2024

Ledge Light Health District, hereinafter referred to as "LLHD" and referenced as the "Contractor", acting by Stephen Mansfield, its Director of Health and City of Norwalk, hereinafter referred to as "NORWALK" and referenced as the "Subcontractor", acting by Harry W. Rilling, its Mayor, do mutually agree to the following as outlined in this Memorandum of Agreement.

The funding of this agreement is based on the Region 1 Public Health Preparedness (PHP) Program Grant Contract Log #2019-0231 from the Connecticut Department of Public Health hereinafter referred to as the "DPH and Department" to the LLHD.

<u>SCOPE OF SERVICE</u>

1. The subcontractor shall participate in the following PHP activities:
    a. Collaborate with the contractor and other members of the Region 4 Community Reediness Initiative (CRI).
    b. Attend a minimum of 75% of their Region's regularly scheduled ESF-8 meetings, Regional CRI lead planning meetings, including associated workgroups, semi-annual meetings with community organizations representing vulnerable populations and attend the annual statewide preparedness meeting.
    c. Maintain, bi-annually updated, local plans as evidenced by the signature and date of the Subcontractor's Chief Elected Official or Board Chair on the plan, as applicable.
    d. Provide and reference up-to-date local plans during Regional MCM coordination and planning meetings, including the following:
        i. The Subcontractor's Public Health Emergency Response Plan (PHERP).
        ii. The Subcontractor's Medical Countermeasures (MCM) Plan.
    e. Attend and provide input at debriefing(s) conducted and scheduled by the Department's MCM coordinator(s) pertaining to the ORR.
    f. Evaluate their local plans to identify gaps, and select two (2) Capabilities and functions the Jurisdiction needs to develop; contribute that information at the Regional meeting by voting on the two (2) PHEP Capabilities that will serve to focus Regional efforts for the following Budget Period.
    g. Select which year(s) their community(ies) will fulfill required Workshops, TTX, Drills and Exercises, so that they can be included in the Regional Multi-Year Training and Exercise Plan (MYTEP) as part of the annual Regional Training and Exercise Planning Workshop (TEPW) meetings;
    h. Complete and contribute to the Department's risk-based jurisdictional data collection form which will be used to inform the statewide Jurisdictional Risk Assessment (JRA) as required by the Contractor, on an annual basis.

i. Provide the Contractor, upon request, with a list of community organizations or agencies that serve Vulnerable Populations within their jurisdiction(s), in order to inform and update Regional plans ensuring they are inclusive of Vulnerable Populations.

j. Provide a quarterly update on the status of their MCM planning efforts at quarterly Regional MCM Action Plan coordination meetings, to include the following:

   i. Specific, measurable, and time-bound objectives developed to address deficiencies noted in their local MCM plan.

   ii. A proposed RDS for Regional operations, if such a facility is located within the Subcontractor's community.

   iii. Local plan details to include the Local Distribution Sites (LDS) staff roles, LDS security, LDS transportation assets and plans, and distribution elements including chain of custody, cold chain management, delivery locations, and transport methods and routes, as stipulated in MCM ORR Guidance.

k. Submit to the Contractor, no later than thirty (30) days prior to the CRI Region's scheduled MCM ORR or by June 1st in a self-assessment year, the following forms, as applicable:

   i. Demographic information to include fully completing the jurisdictional data sheet and POD form.

   ii. Planning information, including the distribution and dispensing planning form (if designated as an RDS location); and

   iii. Operational information to reflect completion of the following set of drills: Facility Set Up Drill, Notification and Staff Assembly Drill, and Site Activation Drill forms.

l. Comply with reporting directives requested by the Department's Commissioner, or the Department's Office of Public Health Preparedness and Response related to public health disasters, events and emergencies occurring in their jurisdiction.

m. Maintain updated profiles and user accounts in the state's WebEOC system.

2. **Workshops, Tabletops, Drills, Functional Exercises, Full Scale Exercises & Real Incidents:**

The Subcontractor shall:

a. Ensure all required Workshops, TTX, Drills, Functional or FSE, and responses to Real-World Incidents must address the needs of identified Vulnerable Populations located within the Subcontractors' jurisdiction(s). Evidence of these efforts will be in the form of AAR(s) and updated and revised plans that include sections on Vulnerable Populations.

b. Perform the following activities designed to prepare the Jurisdiction for execution of a Mass Dispensing FSE, Mass Vaccination FSE, and response to Real-World Incidents:

   i. Annually conduct two (2) Call Down Drills that include notification to the following partners:

1) Staff to operate the LDS.

2) Information and communication partners.

3) EOC personnel, including the local emergency management director.

4) Critical Workforce Groups; and

Other partners engaged in the exercise or incident.

ii. Complete the following three (3) drills within the jurisdiction(s) for each of their primary Point of Dispensing and Point of Vaccination sites or POD or POV sites, per the regional MYTEP, no later than May 31, 2024:

1) Staff Notification and Assembly Drill,

2) Site Activation Drill, and

3) Facility Set-up Drill.

iii. Participate in two (2) regional tabletop exercises, per regional MYTEP, no later than May 31, 2024:

1) One (1) TTX shall be focused on a response to Anthrax; and

2) One (1) TTX shall be focused on a response to Pandemic Influenza.

iv. Participate in the region's Functional Exercise, per the regional MYTEP, focusing on vaccination of at least one (1) Critical Workforce Group, by May 31, 2024.

1) If the COVID-19 Mass Vaccination Response is used in lieu of conducting the functional exercise, then all metrics must be collected during actual response.

v. Participate in and complete a mass Dispensing FSE in the most populous city in the CRI Region by December 31, 2021, or in lieu of an exercise, respond to a Real-World Incident, such as the COVID-19 Mass Vaccination FSE response activity.

1) If the COVID-19 Mass Vaccination Response is used in lieu of conducting the functional exercise, then all metrics must be collected during actual response and an AAR-IP is required.

2) Participation includes but not limited to:

a. Development of Exercise objectives,

b. Planning and coordination with municipal and community partners to identify gaps and strategies to address those gaps; and

c. Submission of MCM ORR required documentation.

<u>MRC OBLIGATIONS</u>

The subcontractor receiving funds for an active MRC unit, shall participate in the following MRC Unit activities:

a. Attend and participate in meetings hosted by the Department MRC Coordinator, when requested, and

b. Participate in quarterly MRC meetings within the ESF8 Region to discuss, plan, coordinate, and implement the following:

   i. Recruit potential volunteers representing diverse populations in terms of age, gender, race, ethnicity, language, and skillsets, so that each unit has an increase of 10% newly enrolled and active members each year of the funding period.
   ii. Coordinate the administration of the civil preparedness forces loyalty oath for existing and new volunteers yearly.
   iii. Conduct background checks and verify licensure status of all active volunteers, as applicable.
   iv. Activate MRC volunteers in accordance with established Standard Operating Procedures (SOP).
   v. Submit final activation paperwork to the Region CRI MRC Coordinator that includes volunteer hours via sign-in/out sheets and actual rosters of volunteer upon completion of MRC activations.
   vi. Participate in CT Responds trainings offered by the Department.
   vii. Utilize CT Responds system to enroll all active and deployable volunteers and to collect metrics and generate quarterly reports for the Region CRI MRC Coordinator.
   viii. Require all MRC volunteers to complete and provide evidence of completion for ICS-100, ICS-200, and NIMS-700 courses.
   ix. Maintain records of volunteer activations locally.

<u>REPORTS AND REPORT SCHEDULE</u>

a. The Subcontractor shall submit quarterly Programmatic Progress Reports and Financial Expenditure Reports to the Contractor, for review and approval:
b. The Programmatic Progress Reports shall describe the activities conducted under its Subcontract.
c. The final Programmatic Progress and Financial Report due at the end of the Funding Period shall be cumulative for the entire Funding Period.
d. Financial Expenditure Reports shall include all expenditures incurred in the provision of subcontracted services and include justifications for said expenditures.
e. The final Financial Expenditure Report shall not include any unpaid obligations; and
f. Programmatic Progress Reports and Financial Expenditure Reports shall be submitted to the Contractor, cdragoo@llhd.org, according to the following schedule for each Funding Period as follows:

REPORTING PERIOD	REPORTS DUE BY
July 1 – September 30	October 15
October 1 – December 31	January 15
January 1 – March 30	April 15
April 1 – June 30	July 15

PROGRAM REPRESENTATIVES
NORWALK hereby designates, Deanna D'Amore, its Director of Health as its program representative. LLHD hereby designates Catherine Dragoo, its Grant Manager as its program representative.

COMPENSATION
NORWALK shall submit all quarterly reports to LLHD, cdragoo@llhd.org

Program Budget	Amount
PHEP	$51,580.00

NORWALK shall expend funds within the contract period and in accordance with the applicable **Approved Budget.** This contract includes Federal Financial Assistance (CFDA #93.069 for Local Health Departments and #93.889 for Medical Reserve Corp Funding) and therefore such funds are subject to the Federal Office of Management and Budgets (OMB) Cost Principles.

PAYMENT SCHEDULE
NORWALK shall be subject to conditions outlined in this agreement and payments are subject to DPH approval of quarterly Programmatic Progress Reports, associated deliverables and Financial Expenditure Reports.

LLHD shall provide quarterly payments after receipt of and approval of scheduled reports and all deliverables or services as submitted by NORWALK, and in an amount equal to the amount of expenditures reported and approved.

LLHD shall have the right to inspect, to the extent deemed necessary by the LLHD, all work and records in connection with the Memorandum of Agreement.

LLHD reserves the right to reduce payments and withhold funding for NORWALK in which NORWALK has not submitted or completed required deliverables, or has not submitted required reports or audits, or has submitted reports that have not received CT DPH approval, or has submitted reports that do not support the need for full payment, provided that notice thereof shall have been given to NORWALK in a reasonable time to correct any such deficiencies that might have been identified by DPH or LLHD.

COMPLIANCE WITH DEPARTMENT REQUIREMENTS
NORWALK shall comply with all DPH subcontract requirements as outlined in the **LLHD Contract with DPH** and will submit supporting documentation to LLHD.

NORWALK shall comply with the Office of Policy and Management (OPM) Cost Standards and meet audit standards. Should material findings be noted, NORWALK shall submit Audit Management Letter and corrective response to the findings.

NORWALK shall be liable for any contract or financial audit exceptions and shall return all funds that have been disallowed upon review of such audit, or as provided under the provision of DPH Contract Log #2019-0226.

INSURANCE REQUIREMENTS
NORWALK agrees that while performing services specified in this Agreement, NORWALK shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the LLHD and the State of Connecticut from any insurable cause whatsoever. If requested, a certificate of such insurance shall be filed with LLHD prior to the performance of services.

PERSONNEL
It is mutually agreed that NORWALK is an independent NORWALK and this Agreement is for services and not a contract for employment and that, as such, NORWALK shall not be entitled to the benefits by the LLHD such as worker's compensation, pension, retirement benefits or sick leave.

DEFAULT OR BREACH OF AGREEMENT
In the event either party is in default or breach of the terms of this Agreement, the non-defaulting or breaching party shall have the right to pursue any and all remedies available to it against the defaulting or breaching party in law or in equity.

TERMS OF AGREEMENT
The term of this Agreement shall be effective July 1, 2020 through June 30, 2024 and shall not exceed $51,580.00 for PHEP each fiscal year, unless the Department, Contractor or Subcontractor requests a change of terms. A thirty-day notice shall be provided to all parties.

The terms of this Agreement are understood and accepted by:

____________________	____________________
Stephen Mansfield, RS, MPH Director of Health Ledge Light Health District	Harry W. Rilling Mayor City of Norwalk
____________________	____________________
Date	Date

Memorandum

To: Members of the Public Works Committee
Members of the Common Council
Mayor Harry W. Rilling

From: Darin L. Callahan, Assistant Corporation Counsel
Ann Catino, Outside Environmental Counsel (Halloran & Sage)

Cc: Mario Coppola, Corporation Counsel
Anthony Carr, Chief of Operation and Public Works
Vanessa Valadares, Principal Engineer
Ralph Kolb, Senior Environmental Engineer

Date: February 26, 2021

Re: Request by Head of the Harbor South, LLC concerning the City of Norwalk's Easement at 1 Smith Street, Norwalk, Connecticut

Head of the Harbor South, LLC ("HOTH"), in accordance with Section 22a-133o of the Connecticut General Statutes ("C.G.S."), has applied for an Environmental Land Use Restriction ("ELUR") upon land it owns at 1 Smith Street ("Subject Property") as a mechanism for complying with environmental laws in lieu of other abatement activities. In order for HOTH to satisfy the statutory and regulatory requirements for issuance of an ELUR by the Department of Energy and Environmental Projection ("DEEP"), HOTH must first obtain a subordination agreement[1] from any and all encumbrancers (e.g. - easement holders) holding an interest in the Subject Property.

> (b) (1) No owner of land may record an environmental land use restriction on the land records of the municipality in which such land is located unless he simultaneously records documents which demonstrate that each person holding an interest in such land or any part thereof, including without limitation each mortgagee, lessee, lienor and encumbrancer, irrevocably subordinates such interest to the environmental land use restriction, provided the commissioner may waive such requirement if he finds that the interest in such land is so minor as to be unaffected by the environmental land use restriction. The commissioner shall waive the requirement to obtain subordination agreements for any interest in land that, when acted upon, is not capable of creating a condition contrary to any purpose of such environmental land use restriction. An environmental land use restriction shall run with land, shall bind the owner of the land and his successors and assigns, and shall be enforceable notwithstanding lack of privity of estate or contract or benefit to particular land.

Conn. Gen. Stat. § 22a-1330(b)(1).

The City of Norwalk ("City"), by virtue of a reservation within the deed by which it conveyed an abandon portion of the former Smith Street, holds certain easements in the Subject Property, including, a Public

1 A subordination agreement is an agreement to alter the natural priority of interests in land such that a prior-in-right interest holder's interest in land becomes subject to a subsequent-in-right interest holders interest in land by an agreement commonly referred to as a "subordination agreement."

Utility Easement and a Public Access Easement. The primary subsurface infrastructure owned and operated by the City within the subject easement area is a sanitary sewer line.

I, in coordination with the City's Environmental Counsel (Ann Catino), the Public Works Department (Anthony Carr, Vanessa Valadares) and the WPCA (Ralph Kolb), have worked with HOTH representatives to address the request. Subject to required public approvals, the Parties appears to generally be in agreement that the form and substance of subject Subordination Agreement. This this end, we believe that the Subordination Agreement HOTH negotiated with Eversource concerning the Subject Property sufficiently addresses the City interests as well. This agreement, a copy of which I have attached hereto as **Exhibit 1** as a sample, includes provisions which allows the subordinating party to recover certain costs it incurs in complying with the terms of the ELUR together with an appropriate indemnification provision in favor of the City. Further, HOTH, as a condition of releasing a Subordination Agreement, will be required to construct manholes for the sewer laterals located at the Subject Property which will avoid the need for the City to seek a temporary release of the ELUR from DEEP in connection with an anticipated lining project for this sanitary sewer line.

Based on the forgoing, we are recommending the following:

AUTHORIZE THE MAYOR, HARRY W. RILING TO ENTER INTO A SUBORDINATION AGREEMENT WITH HEAD OF THE HARBOR SOUTH, LLC PER TERMS OF THE MEMORANDUM OF ASSISTANT CORPORATION COUNSEL, DARIN L. CALLAHAN DATED FEBRUARY 26, 2021.

EXHIBIT

1

<u>SUBORDINATION AGREEMENT</u>

The Connecticut Light and Power Company d/b/a Eversource Energy, a specially-chartered Connecticut corporation having a principal office in Berlin, Connecticut ("Eversource"), is the holder of an Electric Distribution Easement from Head of the Harbor South, LLC ("HOTH") to The Connecticut Light & Power Company dated August 31, 2016 and recorded November 3, 2016 in Volume 8432 at Page 71 of the Norwalk Land Records, (hereinafter referred to as the "Easement"; the area identified in the Easement is hereinafter referred to as the "Easement Area").

Eversource has been advised that HOTH ("Land Owner") is the owner of certain land that the Land Owner acquired pursuant to a Deed dated December 7, 2015 and recorded in Volume 8272 at Page 143 of the Norwalk Land Records, located at 125 East Avenue, Norwalk, Connecticut (the "Land"), which Land is subject to , and burdened by, the Easement.

Eversource has been advised that the Land Owner will be recording a Declaration of Environmental Land Use Restriction and Grant of Easement granted by the Land Owner to the Commissioner of the Energy and Environmental Protection of the State of Connecticut in the Norwalk Land Records ("Grant") and Eversource agrees for itself, its successors and assigns, in consideration of the Land Owner's agreements in this Subordination Agreement, that subject to the other terms and conditions in this Subordination Agreement, the Easement is hereby modified to make the Easement subject and irrevocably subordinate to said Grant and to the rights, covenants, restrictions and easements created by and under said Grant (collectively, the "Grant Interest"), but only with respect to that portion, if any, of the Easement Area that is actually located within the Subject Area (as defined and described in the Grant) so that Eversource agrees to be bound by and to comply with the provisions of the Grant subject to the terms and conditions set forth herein, notwithstanding that the Easement was recorded prior to the Grant or this Subordination Agreement. After recording the Grant and this Agreement, Land Owner agrees to provide copies of the recorded documents to Eversource and note the volume and page numbers in the spaces below and return same to Eversource.

Notwithstanding anything to the contrary contained in this Subordination Agreement, the Land Owner, on its behalf and on behalf of its successors and assigns, acknowledges and agrees, as a covenant on and against the Land running with the Land, that this agreement by Eversource to subordinate its Easement to the Grant is further conditioned upon the following: (1) that any expense incurred by Eversource as a result of compliance with the Grant, the Grant Interests or with this Subordination Agreement or otherwise in connection with this Subordination Agreement (including but not limited to any expenses incurred by Eversource in the enforcement of, or interpretation of, this Subordination Agreement) or as a consequence of the Easement being subordinate to the Grant and the Grant Interests, shall be borne entirely by the Land Owner, its successors and assigns, and shall be due and payable from same to Eversource immediately upon demand by Eversource; (2) that Land Owner shall authorize and allow Eversource to place certain signage on or in the Easement Area in connection with the Grant and this Subordination Agreement, in Eversource's sole discretion, and (3) that the Land Owner, its successors and assigns, each agrees to defend, indemnify, reimburse and hold harmless Eversource from and against any and all costs, expenses, fees (including but not limited to attorneys', consultant and expert fees), liabilities, penalties, fines, claims, losses, obligations, orders, suits or damages (collectively, "Costs") arising out of, or in connection, with (i) the Grant, (ii) the Grant Interests, (iii) this Subordination Agreement, and (iv) any and all environmental conditions present in, on or under the Land unless such Costs are solely caused by Eversource's intentional misconduct or gross negligence.

Further, notwithstanding anything to the contrary contained in this Subordination Agreement, with respect to compliance with paragraph 4 of the Grant, Eversource has been advised by the Department of Energy and Environmental Protection ("DEEP") that DEEP considers a power outage or other unplanned event or condition that impacts Eversource's ability to fulfill its public service obligations and requires the repair or replacement of power lines, poles/towers, transformers or other equipment to be an emergency under paragraph 4 of the Grant, and therefore, Eversource reserves the right to perform such emergency work. Eversource agrees to use commercially reasonable efforts to attempt to notify Land Owner of any such emergency work within ten (10) days of the completion of such work, and Eversource and Land Owner agree to cooperate in fulfilling Land Owner's obligations under said paragraph 4.

Land Owner, on its behalf and that of its successors and assigns, further acknowledges and agrees that nothing contained in this Subordination Agreement shall affect any other easement or easement right that Eversource may hold including any that involve Land Owner property.

Notwithstanding anything to the contrary contained in this Subordination Agreement, if the Land Owner fails to timely perform any obligation imposed on the Land Owner under this Subordination Agreement within 30 days of Land Owner's receipt of a written notice of default from DEEP or Eversource (including but not limited to the Land Owner's obligation hereunder to timely reimburse and indemnify Eversource from any Costs) and if Land Owner has not cured such default or has no valid defense to the alleged default which Land Owner has asserted and is pursuing, within said 30-day period, then Land Owner agrees that any time after the expiration of said 30-day cure period Eversource has the right to seek whatever remedy may be available to Eversource either in law or equity, as well as to recover from Land Owner Eversource's reasonable costs and expenses of enforcing Land Owner's obligations under this Subordination Agreement (including but not limited to attorneys', consultants, and expert fees incurred by Eversource).

All notices required or permitted hereunder shall be sent via certified mail return receipt requested or nationally recognized overnight courier service as follows, provided that if Land Owner is no longer the owner of the Land then Eversource shall be entitled to send such notice to the then current owner of the Land using the address for said current owner provided by the tax assessor of the municipality in which the Land is located:

To EVERSOURCE:
Eversource Legal Department
107 Selden Street, Berlin, CT 06037
Attn: Environmental Attorney

To Land Owner:
Head of the Harbor South, LLC
1 Smith Street, Bldg B, Suite 101
Norwalk, CT 06851

Eversource Environmental Affairs Department
107 Selden Street, Berlin, CT 06037
Attn: Manager-Environmental Remediation Group

Eversource Real Estate & Property Management
107 Selden Street, Berlin, CT 06037
Attn: Manager-T&D Rights & Survey

Land Owner understands, acknowledges and agrees that this Subordination Agreement is being provided by Eversource without any representations, covenants or warranties of any kind.

The covenants and obligations imposed on the Land Owner in this instrument shall be covenants and obligations that run with the land and are binding on the Land Owner, its successors and assigns, and inure to the benefit of Eversource, its successors and assigns.

This Subordination Agreement is governed by the laws of the State of Connecticut without resort to any conflict of law principals that would result in the application of the law of any state other than the State of Connecticut.

WITNESS the execution hereof under seal this ____ day of _______________,

2020.

Signed and delivered in the presence of:

LAND OWNER:

____
Witness

____
Print Name

____
Witness

____
Print Name

____
BY:

ITS _______________

STATE OF CONNECTICUT)
) ss. Norwalk _______________, 2020
COUNTY OF FAIRFIELD)

On this ____ day of ____________, 2020, before me, the undersigned officer, personally appeared, Michael Discala, who acknowledged himself to be a Member of Head of the Harbor South, LLC, and that as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand and official seal.

____
Notary Public
My Commission Expires:

Signed and delivered in the presence of:

The Connecticut Light and Power Company d/b/a Eversource Energy
By: Eversource Energy Service Company, Its Agent

____
Witness

____
Print Name

____
Witness

____
Print Name

____
BY: Salvatore Giuliano

ITS Manager – Real Estate

STATE OF CONNECTICUT)
) ss. Hartford ________________, 2020
COUNTY OF HARTFORD)

On this ____ day of ____________, 2020, before me, the undersigned officer, personally appeared, Salvatore Giuliano, who acknowledged himself to be the Manager – Real Estate for Eversource Energy Service Company, as agent for The Connecticut Light and Power Company d/b/a Eversource Energy, and that as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand and official seal.

____
Notary Public
My Commission Expires:

ELUR recorded in the Norwalk Land Records at Volume ____ Page ____ on ________________, 2020

Subordination Agreement recorded in the Norwalk Land Records at Volume ____ Page ____ on ________________, 2020.

ATTACHMENT 'A'

SCOPE OF SERVICES

VHB has completed the services under the original agreement for the West Avenue Adaptive Signal system. Subsequent to the completion, the City received comments from the Connecticut Department of Transportation (OSTA) and the Office of State Traffic Administration (OSTA) regarding the placement and design of the traffic signal equipment and signs, which were designed as directed by the City.

The CTDOT and OSTA comments require a change in the design of the equipment at all of the project intersections as per the following:

- Revising the locations of pedestrian push buttons for compliance with ADA as directed by CTDOT (the original agreement excluded this intensive effort).
- Replacing pedestrian ramps at locations which are non-compliant with ADA
- Replacing the previous City desired blank out sign with an OSTA required sign

Incorporating these comments requires updating the design plans and specifications and estimate. These revisions will be provide under this amendment.

VHB will provide a final updated version of the traffic signal plans, specifications and estimate for final submittal to the City and CTDOT.

VHB will incorporate minor comments from the City and CTDOT in one submission.

COMPENSATION

VHB will perform the Scope of Services contained in this Agreement for a lump sum fee of **$7,000**.

SCHEDULE

The updated plans, specifications and estimate will be submitted within three weeks of authorization.

Phone 860.807.4300
Fax 860.372.4570
www.vhb.com
Engineers | Scientists | Planners | Designers

100 Great Meadow Road
Suite 200
Wethersfield, CT 06109-2377

Client Authorization

☐ New Contract:

☒ Amendment No.: 1

Date: February 19, 2021

Project No.: 42626.00

Project Name: TMP On Call Traffic Engineering Services – West Avenue Adaptive

To: Michael M. Yeosock, PE, DWre, GISP, EnvSP, STP, CVP
Assistant Director of Transportation
Norwalk, CT Department of Transportation, Mobility and Parking
125 East Avenue
Norwalk, CT 06851

E-mail: myeosock@norwalkct.org

Phone No: 203-854-7844

	Cost Estimate	
	Amendment	Contract Total
Labor:	$7,000	$37,000
Expenses:		
TOTAL:		**$37,000**

☒ Lump Sum ☐ Time & Expenses
☐ Lump Sum + Expenses
☐ Cost + Fixed Fee ☐ Labor Multiplier

Estimated Date of Completion: Three weeks from authorization

Scope of Services:

Please refer to Attachment 'A'

Prepared By: **Joseph Balskus**

Department Approval:

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

☐ Subject to attached terms & conditions.

☒ Subject to terms & conditions in our original agreement dated April 3, 2020

Vanasse Hangen Brustlin, Inc. Authorization

By: ______________________

Print: ______________________

Title: ______________________

Date: ______________________

Client Authorization (Please sign original and return)

By: ______________________

Print: ______________________

Title: ______________________

Date: ______________________

TASK 1: PROJECT MANAGEMENT

1.1 Project Management

Project management tasks include consultant-client coordination, meeting documentation, quality assurance/quality control, maintaining project schedule and budget, and invoicing. As part of this task, all project deliverables shall be reviewed for accuracy and completeness prior to submission to the City.

1.2 Management and Administration

The study will be organized to provide the opportunity for input into the planning process. The City of Norwalk shall serve as the lead agency and will assist with organizing meetings with various departments in the city. Coordination and input from key stakeholders will help guide the study and review progress at critical milestones. Michael Morehouse, PE will manage the study for FHI. He will be responsible for overall coordination of project activities and management of FHI staff and subconsultants. He will be assisted by Chris Henry from FHI who will serve as Deputy Project Manager and assist with strategy and management of many of the technical tasks as well as ensuring quality control of project deliverables.

1.3 Coordination and meetings

Regular coordination calls will be held with the Norwalk's planning/engineering staff and the consultant team. Calls will include reports on progress status and discussions on unresolved issues. Some technical items will be discussed as needed. Calls are assumed to take approximately 30 minutes and will be held monthly.

1.4 Progress reporting and invoicing

The consultant will provide monthly details of project progress to City staff. These monthly progress reports will be created to keep the Study on schedule and within budget. A summary of subconsultant effort and progress toward meeting the City's DBE goal will be included with all project invoices.

1.5 QA/QC

The FHI PM and DPM will review all materials prior to submission to the City to ensure quality and consistency. Project materials will be branded at the study onset and a standard color palette, font selection, and print layout will be presented to the City for review. The Consultant team will confirm software compatibility with City IT requirements. Examples of work products will be discussed up front so that deliverables meet client expectations.

TASK 2: PUBLIC ENGAGEMENT

participated in the interviews for reactions and ratification, and then will be incorporated into other public engagement and shared on the project website to establish the vision for providing the guiding principles and strategies for the Norwalk Transportation Master Plan.

2.4 Virtual Engagement

The FHI team could also develop a suite of interactive, custom, and web-based engagement tools. These tools may take many forms, ranging from virtual workshops, open houses, and multimedia presentations to interactive mapping exercises and visual preference surveys. The intention of the tools will be to allow the public to identify the problems and needs and explore alternatives strategies.

An **online survey** is still one of the best tools planners have to help inform on needs identification. During the existing conditions phase, the FHI team would distribute a survey to identify goals, priorities, opportunities, and challenges before the team establishes performance measures for Implementation of the Master Plan. The survey would be available in both English and Spanish.

An **Interactive map** would provide a user-friendly way for communities to provide feedback on Existing Conditions and Multimodal Connectivity. The FHI team has used these maps to great effect to document project existing conditions using crowd sourced input, such as for the CRCOG Regional Complete Streets Plan, identifying trip barriers and critical connections. In this way, community members can identify barriers to multimodal connectivity in the context of local businesses, home, and work.

Website – The FHI team assumes the City of Norwalk will host and maintain a project website. The team will contribute material for updates as the City shares announcements, links to virtual tools, and select project deliverables.

On Demand Virtual Workshop - The FHI team can develop an on-demand virtual workshop or open house meetings to allow users across the city to explore and leave comments as though they were attending in-person. This would allow participants to open links and learn about potential strategies, participate in prioritization activities, and provide comments. The benefit of the on-demand event over a live virtual workshop is that this format allows for individual exploration of topics and issues at any time that the workshop is posted. During the comment period, short, small group "How To" sessions can be offered to assist those with reduced access to home internet.

Virtual Live Meeting

At the Draft Comprehensive Plan phase, it will be important to explain the prioritization framework and recommended strategies. This meeting will be conducted using videoconferencing software, using breakout rooms and webinar-style presentation. The team can use live polling tools to engage a large audience, and answer frequently asked questions, which will inform the Implementation Plan. FHI will work with translators/interpreters to include non-English speakers in the meeting, using captioning and language specific breakout rooms. Following the meeting, the presentation can be available for viewing during a 30-day comment period, and comment forms will also be made available on the project website.

2.5 Live Engagement Activities

With the temporary closure of many businesses and local events and concern over high-touch activities, it is at this time unclear whether traditional pop-up engagement activities would be appropriate during the time of this study. In its place, the FHI team can provide substitutes that comply with precautions

TASK 3: EXISTING CONDITIONS

3.1 Existing Conditions

Documenting existing conditions is essential to establishing the foundation from which to build Norwalk's Transportation Master Plan. As the City continues to evolve at a rapid pace, defining a baseline of current transportation needs will always be a moving target. Nevertheless, the team will establish a point-in-time needs analysis that considers the wide range of planning completed to date, coupled with extensive public feedback, and supplemented with a targeted data collection program to provide a comprehensive inventory of existing conditions across all modes and neighborhood geographies. To limit any disproportionate use of study resources the Team will work efficiently to summarize prior work, leverage the power of community involvement, and efficiently collect only what is necessary to define a sufficient set of transportation needs.

3.2 Report Synthesis

The Consultant will review all relevant existing documents and reports, including but not limited to the City's Pedestrian and Bike Transportation Plan, the 2019-29 Norwalk Citywide Plan of Conservation and Development, the 2012 Norwalk Transportation Management Plan, 2016 South Norwalk TOD Redevelopment Plan, East Norwalk Neighborhood Transit-Oriented Development Plan, Norwalk Parking Plan 2019, Wall Street/West Avenue Neighborhood Plan, South Norwalk TOD Redevelopment Plan, and Norwalk Roadway Standards. The Consultant will also review other Norwalk centric plans prepared by outside agencies including the 2018 Connecticut Department of Transportation (CTDOT) Statewide Long-Range Transportation Plan 2018-2050, Transportation Infrastructure Capital Plan Report (2019-2023), 2019 Connecticut Active Transportation Plan, Draft 2021 Statewide Transportation Improvement Plan, and the South Western Metropolitan Planning Organization 2019-2045 Long-Range Transportation Plan.

The FHI team will develop a table summarizing the key takeaways from each of these plans and build a GIS map to catalogue the various modal recommendations prepared in each. As described in Task 2: Community Engagement, the FHI team will utilize online surveys and other forms of virtual engagement to extract additional information about the transportation system in Norwalk, and to validate the information synthesized from existing reports.

3.3 Growth Forecasting

Planning transportation solutions over a 10-to-20-year period requires an understanding of how much additional growth in population and employment is expected. Development growth in Norwalk's core and along the Route 7 corridor has been prolific and managing growth impacts will be a major objective of this plan. Additionally, regional growth has always been strong in lower Fairfield County and traffic levels have been steadily rebounding over the past decade. However, the current global pandemic has resulted in significant shifts in travel modes and patterns that are slowly becoming more apparent. Although high traffic levels have returned to the region, major shifts have emerged as regular auto commuters are working more from home, transit commuters opting for automobiles, and a greater increase in biking and walking as a few examples. It remains to be seen whether these trends will have a lasting effect, but careful consideration of longer-term trends is needed if Norwalk is to successfully plan its transportation future.

addition, the FHI team will provide research on peer cities' successes as way of identifying and selecting performance measures. Metrics may include safety, connectivity, mode share, congestion, transit ridership, environment, network completion, transportation asset condition, linked transportation and land use actions, and customer satisfaction.

This effort will lead to a "roadmap" of policies, programs and projects required to achieve the future state that will be matched with a recommended set of goals and key performance metrics that reflect the delivery of transportation as well as the achievement of underlying transportation values in Norwalk. Final selection of goals and performance measures will be subject to stakeholder input and ratification by the city.

Deliverable: Visually-rich, presentation-style summary of goals, objectives, and performance measures with supporting documentation as needed

TASK 5: TECHNICAL ASSESSMENTS

A series of technical assessments will advance the study from the needs assessment and background work of prior tasks into the development of recommendations and plan priorities.

5.1 Traffic Operations Evaluation

The FHI team will evaluate traffic operations at up to 20 intersections in the City. We will coordinate with the City to determine the parameters of the data collection program. It is anticipated that all turning movement counts will be collected for four time periods using Miovision devices and will include vehicular, bicycle, and pedestrian traffic volume data. Vehicle classification data will also be collected. All turning movement counts will be collected under typical conditions unless otherwise noted by the City (i.e., while local schools are open and under ideal weather conditions). Field observations will also be performed to document existing conditions at up to 20 intersections. The FHI team will coordinate with the City to address the impacts of COVID on current travel patterns and data collection.

We will coordinate with the City to obtain the Synchro traffic model as well as traffic signal timing plans for up to 20 intersections. Turning movement count data, signal timing data, and field observations will all be used to update and calibrate the Synchro traffic model.

Intersections which operate at substandard levels of service and require further consideration will be identified. Improvements will not be identified as part of this subtask.

Deliverables: *Updated Synchro Traffic Model and visually-rich, presentation-style summary of Traffic Operations Evaluation with supporting documentation as needed*

5.2 Safety Evaluation

To inform policy and planning recommendations for transportation master plan, a safety analysis using data from Connecticut Crash Data Repository will be performed for five years of data between 2015 and 2019. The purpose of the safety analysis at this stage is to perform a high-level overview of the transportation network within the City of Norwalk and to identify locations which should be evaluated in further detail. Analysis at this stage will be a desktop, GIS level exercise which will be conducted in two perspectives:

The FHI team will also consider shuttles and rail station access. Throughout Southwest Connecticut, shuttles sponsored by employers, developments, hotels, and hospitals are a noteworthy component of public transit systems. NTD operates several such shuttles, as do private corporations, to Merrit 7, Westport Road, Norwalk Hospital, and other locations. The FHI team will explore transit's role and potential for last mile connectivity and the relationship between the various service providers to frame effective service delivery in the future. We will assess the potential of microtransit and build off our experience leading the *Stamford Bus and Shuttle Study* to determine how a coordinated approach to shuttles (public and private) can complement NTD's fixed route transit and provide needed neighborhood-scale and last-mile connections.

5.3.2 Demand Response Service

Reaching more than 2,000 monthly trips by March 2020, Wheels2U on-demand microtransit service has shown how embracing technology can lead to better access among residents. The FHI team will assess this microtransit program with available data and outline potential opportunities and challenges associated with an expanded service area or hours.

Senior and disabled transit services (e.g., LINK Door-to-Door) is another critical component of the Norwalk transportation system, along with neighboring town services operated by NTD, and one of the components that can serve to benefit the most from technology improvements (including potential integration with the Wheels2U program). The FHI team will assess this service using available ridership data and consider how investments in route matching programs, volunteer driver programs, transit ambassadors, or mobility managers may help improve access to the system.

5.3.3 Pedestrians and Bicyclists

The FHI team will conduct a gap analysis to understand locations where bicyclists and pedestrians are underserved, or not served at all, by existing infrastructure will be undertaken as part of this scope. The work proposed for this analysis will build upon prior work developed under the *Norwalk Pedestrian & Bikeway Transportation Plan* released in 2012. As a dynamic and fast-growing community, much has changed in the eight-plus years since this plan was released. Therefore, the 2012 plan will simply provide a foundation for the pedestrian and bicycle gaps analysis that will be included in this transportation plan. Furthermore, the process proposed here includes a Vision Zero approach which encourages a proactive approach to design of the transportation network and a policy commitment to eliminating roadway fatalities. Vision Zero principles should permeate all aspects of the master plan.

To determine gaps in the bicycle network, a process that generally mirrors the *Connecticut Active Transportation Plan* (2019) will be conducted for all facilities within the Norwalk. This process generally follows recommendations set by *NCHRP Report 803: Pedestrian and Bicycle Transportation Along Existing Roads – ActiveTrans Priority Tool Guidebook*. This analysis will consider three main measures in determining and prioritizing gaps to the bicyclist network in the City: 1) Need, 2) Existing Conditions, and 3) Opportunity. Using this methodology, the gaps in the network with the following conditions are prioritized:

1. Areas of high need – (e.g., areas of high demand or low safety history),
2. Areas where existing conditions do not meet preferred conditions (e.g., a protected bike lane required when bike sharrows are provided), and

We envision the following process to support development of recommended strategies and policies, recommended projects or programs, and an implementation plan that includes potential funding strategies.

6.1 Recommended Strategies and Policies

The Transportation Master Plan will provide the framework for enabling continued enhancement of Norwalk's transportation network, and the user experience for residents and visitors across all modes and communities. The Master Plan will outline a set of strategies and supporting policies, each tied to goals and objectives established in the early stages of the project. Strategies will include a clear purpose, process, and measurable outcomes, along with a discussion of organizational support and champions to advance each effort. Policy considerations will address the vital role transportation plays throughout the community and how to match desired outcomes with related components such as land use, site design/review, urban design, sustainability, and resiliency.

6.2 Recommended Projects

Along with strategies and policies, a list of recommended projects will likely emerge throughout the Master Plan process. Working in coordination with the City, the FHI team will provide a recommended program of priority projects, ranging in size, cost, and type, some of which may be implementable in the earliest stages of the Master Plan to provide quick wins and bolster local support for the plan. A user-friendly matrix of project need/purpose, pros and cons, and order of magnitude cost will frame the program and allow for adaptation into the future.

6.3 Implementation Plan

Effective implementation of the key strategies will include both a long-term investment plan and short-term action plan. The long-term plan for transportation capital investments will be prioritized based on how well individual projects and programs advance key strategies and whether there are any barriers to implementing the plan. Each project will be defined with purpose and need, along with an approximate cost for the project. The TMP will identify funding based on forecast of existing federal, state and local revenue sources as well as an investigation of potential innovative funding and/or financing strategies that include private, not-for-profit and public partnerships. Ultimately, the plan will be constrained by realistic revenue forecasts, but a list of full build-out projects that could advance with additional funding will also be included.

A short-term 3 to 5-year Action Plan will also be prepared providing specific direction for the highest priority activities needed to set the course for the 2040 TMP. The Action Plan is envisioned to include several important categories: Ordinances and city actions, studies and plans, project development including preliminary design, City capital projects ready for construction, and projects by developers and other agencies.

Deliverable: Draft and Final Transportation Master Plan

TASK 7: Sidewalk Plans

This subtask involves the review and preparation of preliminary design plans for the construction of sidewalks on Rowayton Avenue from Cudlipp Ave to Witch Lane, George Avenue, and Witch Lane/Hunt Street from Rowayton Avenue to Highland Avenue. It is anticipated field assessments and evaluations of

Stantec

Stantec Consulting Services Inc.
55 Church Street Suite 601, New Haven, CT 06510-3014

February 19, 2021

Michael Morehouse, P.E.
Vice President
Fitzgerald & Halliday, Inc.
416 Asylum Street
Hartford, CT 06103

RE: Norwalk Sidewalk Conceptual Studies

Dear Mr. Morehouse:

As requested, our proposal to provide engineering for the conceptual sidewalk design for the City of Norwalk is detailed below.

PROJECT UNDERSTANDING

The City of Norwalk is seeking to add sidewalks at the following locations:

1. Rowayton Avenue (Route 136) – From Cudlipp Avenue to Pinkney Park (Across from Pennoyer Street) (1400 feet)

2. Witch Lane/Hunt Street - From Rowayton Avenue to Highland Avenue (3140 feet)

3. George Avenue – From Tierney Street to Route 1 (3150 feet)

The intent of this project is to provide pedestrian connection between these points along the streets, based on the desire of the community to have these connections and to provide a designated sidewalk path for them, rather than sharing the road with vehicles. The Rowayton Avenue segment is currently the most desired project. At its intersection with Cudlipp Avenue, there is a City owned traffic signal which may need to be modified to include a pedestrian signal.

SCOPE OF WORK

Stantec will prepare conceptual plans of the proposed sidewalks as listed above. The existing City GIS mapping will be used to prepare the conceptual design. Each route will be field verified to confirm that the GIS maps show all conditions that will affect the design. Where necessary, field sketches will be prepared, and the information added to the GIS maps. Existing utilities along the routes, particularly aerial facilities will be obtained and used to supplement the GIS maps.
A kickoff meeting will be held with the City and key stakeholders to gain a better understanding of any concepts that have been developed to date or desired locations and features. For the Rowayton Avenue segment, this will involve the Connecticut Department of Transportation, as this is a State road (Route 136). Stantec will use the information provided to confirm the feasibility of desired routes but will also develop other alternatives based on field conditions and experience in designing sidewalks along City street. This may include road diets, property acquisitions, relocation of utilities, fences, and walls. The impact to existing street trees and landscaping will also be considered.
A concept plan will be developed and shown on the GIS mapping, identifying constraints and potential property acquisitions that will be necessary to implement the sidewalk plan. A public meeting will be held

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: 860-594-2975

January 22, 2021

The Honorable Harry W. Rilling
Mayor
City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, Connecticut 06856-5125

Dear Mayor Rilling:

Subject: **First Supplemental Project Authorization Letter**
Norwalk River Valley Trail – Phase 2
State Project No. 0102-0350
Federal-Aid Project No. PEDS (222)CN
DUNS No. 022716620
Master Agreement No. 11.29-02(12)
CORE ID No. 13DOT0237AA
City of Norwalk

On April 25, 2013, the State of Connecticut Department of Transportation (DOT) and the City of Norwalk (Municipality) entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This First Supplemental Project Authorization Letter (PAL) is necessary due to a higher than expected low bid and is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The Municipality is responsible for Administration of the Construction Project.

This Construction Project is for the extension of the existing Norwalk River Trail beginning 200 feet north of Union Park South and running along the Route 7 northbound off-ramp and extending along Riverside Avenue to its intersection with New Canaan Avenue for approximately 3,300 feet.

Funding for this Construction Project is provided under the Surface Transportation Program – Bridgeport, Recreational Trail Funds, and Transportation Alternative Program – Bridgeport with a funding ratio of eighty percent (80%) Federal, and twenty percent (20%) Municipal. Payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is Two Million, Five Hundred Seventy-three Thousand, Two Hundred Forty Dollars ($2,573,240). In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT. Enclosed is an estimated cost break down for Construction Project activities. A Demand Deposit in the amount of Forty

Thousand, Sixty-two Dollars ($40,062) is required for this project. The Municipality has remitted this Demand Deposit to the DOT on August 25, 2020 and no further payment is required.

The Municipality is responsible for the proper maintenance and operation of all the Municipality's facilities constructed as part of this Construction Project, upon completion of the project, to the satisfaction of the DOT and the Federal Highway Administration.

This Construction Project has been assigned a DBE goal of five percent (5%) and a goal of zero percent (0%) for Consultant Inspection Activities. The Municipality shall comply with the requirements pertaining to the goal, as stipulated in the Master Agreement.

The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to this Construction Project. The Municipality may advance or begin work on this Construction Project only after an Authorization to Award Notice has been received from the DOT.

Please indicate your concurrence with the PAL by signing below on or before February 24, 2021 and returning a copy to the Project Manager listed below at the letterhead address. Submission of the Written Acknowledgement of the PAL by hard copy, facsimile, or electronic transmission is acceptable. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project.

If you have any questions, please contact the Project Manager, Sebastian Cannamela, at Sebastian.Cannamela@ct.gov.

Very truly yours,

Digitally signed by James Fallon, P.E.
Date: 2021.01.22 14:59:46-05'00'

James A. Fallon, PE
Assistant Chief Engineer
Bureau of Engineering and Construction

Enclosures

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL:

Concurred By: ______________________________ Date____________
The Honorable Harry W. Rilling
Mayor

PAL ATTACHMENT
STATE PROJECT NO. 0102-0350
FEDERAL-AID PROJECT NO. PEDS(222)
ESTIMATED CONSTRUCTION COSTS

A. Contract Items	$2,924,135
B. Contingencies	$ 292,415
C. Incidentals to Construction – Municipal Services	$ 0
D. Incidentals to Construction – Municipal Design Services During Construction.	$ 0
E. Extra Work Allowance – Municipal Services (+/-10% of C)	$ 0
F. Total Municipal Cost (A+B+C+D+E)	$3,216,550
G. Incidentals to Construction – DOT Materials Testing	$ 50,167
H. Incidentals to Construction – DOT Administrative Oversight	$ 128,433
I. Incidentals to Construction – DOT Audits	$ 3,500
J. Extra Work Allowance by DOT Forces (+/-10% of [G+H+I])	$ 18,210
K. Total Incidentals to Construction – DOT (G+H+I+J)	$ 200,310
L. Total Construction Cost – Participating (F+K)	$3,416,860
M. Federal Proportionate Share of the Total Construction Cost (80% of L)	$2,733,488
N. State Proportionate Share of the Total Construction Cost (0% of L)	$ 0
O. Maximum Amount of Reimbursement to the Municipality (80% of F)	$2,573,240
P. Demand Deposit Required from the Municipality (20% of K)	$ 40,062

Memorandum

February 17, 2021

To: Planning Committee, Common Council

From: Steve Kleppin, Planning & Zoning Director

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

In March of 2017 the Zoning Commission approved an amendment to the zoning regulations which allows them to hire independent, third party consultants to review various technical aspects of applications that come before the Commission. This amendment provides the Zoning Commission with a valuable tool when reviewing applications.

On any application, the Commission or Board may retain an architect, engineer, landscape architect, professional land use planner, and/or other consultant to review, comment, and guide its deliberations on any application. If the Commission or Board determines that such consultant(s) are necessary, the Zoning Inspector shall obtain estimates from such consultant(s). The Zoning Inspector shall collect 150% of the estimate from the applicant which shall be held in escrow until the technical reviews are completed. Any excess amount collected over the actual cost shall be refunded to the applicant. This payment shall be considered as an integral part of the application. The failure by the applicant to make this payment shall render the application incomplete.

Prior to this amendment, there was no mechanism within the regulations where an applicant be required to pay for such review. Obviously, the City could retain its own consultant but that places additional strain on an already tight budget.

After the adoption of the amendment, we issued requests for qualifications (RFQ's) for the traffic and architectural/planning reviews. The Commission subsequently chose DeCarlo & Doll and Andriopoulos Associates to conduct architectural and planning reviews and WSP to conduct the traffic peer reviews. *There was an additional firm chosen for traffic peer review but they could not meet the city's insurance standards.* The three firms entered into three (3) year contracts with the City. Those contracts have all expired; therefore, we issued a new request for proposals (RFP's) for architectural and planning assistance and a new RFQ for the traffic peer review assistance.

Six (6) responses to the traffic peer review RFQ were received. Zoning commissioners and Planning and Zoning staff screened the proposals and conducted interviews with four (4) of the candidates. Two (2) firms: WSP-USA and AKRF were selected to serve as on-call traffic peer review consultants at the discretion of the Commission. Two consultants were chosen; therefore, we would have alternatives in case there is a conflict of interest with one of the firms or other reasons preventing either of them from assisting us within the statutory timeframe we require. In addition, staff may recommend the Commission choose one (1) consultant versus another based on the scale and scope of the project, which could ultimately save the applicant time and money.

Six (6) responses to the architectural and planning peer review RFP were also received. Zoning commissioners and staff from Planning and Zoning as well as the Redevelopment Agency screened the proposals and conducted interviews with three (3) of the candidates. Three (3) firms: DeCarlo & Doll, BFJ Planning and Andriopoulos Associates were selected to serve as on-call architecture and planning peer review consultants at the discretion of the Commission and the Agency. Three consultants were chosen in order to have alternatives in case there is a conflict of interest with one of the firms or other reasons preventing either of them from assisting us within the statutory timeframe we require. In addition, staff may recommend the Commission choose one (1) consultant versus another based on the scale and scope of the project, which could ultimately save the applicant time and money.

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

I believe it is important to note that there is no cost to the city and the applicant has no choice but to comply with this requirement since this is codified in the regulations.

Common Council Actions:

1. *Authorize the Mayor, Harry W. Rilling, to execute separate Master Services Agreements with WSP USA and AKRF for on call professional consulting services to be performed on an as-needed basis related to peer traffic review. The Scope of Work will be performed pursuant to individual Letters of Agreement detailing the scope of the work for each Project. Services will be paid for by individual applicants with the Department.*

2. *Authorize the Mayor, Harry W. Rilling, to execute separate Master Services Agreements with Decarlo & Doll, BFJ PLanning and Andriopoulos Design Associates for on call professional consulting services to be performed on an as-needed basis related to peer architectural/planning review. The Scope of Work will be performed pursuant to individual Letters of Agreement detailing the scope of the work for each Project. Services will be paid for by individual applicants with the Department.*

3. *Authorize the Director of Planning and Zoning to execute the Letters of Agreement for both traffic peer review services and architectural/planning peer review services for individual projects on an as-needed basis to authorize the work to be done.*

END

NORWALK Public Schools

William Hodel
Director of Facilities & Maintenance
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P: 203-854-4053/ F: 203-854-4005
125 East Avenue, PO BOX 6001
Norwalk, CT 06852-6001

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: WILLIAM HODEL, DIRECTOR OF FACILITIES & MAINTENANCE

RE: ENHANCEMENTS TO SCHOOL SECURITY RESOLUTION
ACCESS CONTROL IMPROVEMENTS
NORWALK HIGH SCHOOL & BRIEN MCMAHON HIGH SCHOOL

DATE: FEBRUARY 25, 2021

The Enhancements to School Security program throughout the Norwalk Public Schools was established a number of years ago and the need for further improvements has been noted. During the life of this program, a number of security enhancements have already been incorporated at various locations within the District and include upgrades to intrusion, CCTV & PA systems, installation of protective window film & window treatments as well as the installation of a district wide high security master key system.

All schools are outfitted with electronic access control with the exception of Norwalk High School & Brien McMahon High School. As a continuation of the Enhancements to School Security program, the need for additional controlled access at the high schools has become a priority. This improves and controls all building access and provides for better accountability as we have seen at other schools. Currently, the only access to the high schools is by the use of a physical key which lacks proper accountability.

The proposed system will include new access control infrastructure to provide access and accountability at both Brien McMahon High School and Norwalk High School. With the upcoming proposed construction project at Norwalk High School in the near future a limited implementation with basic functionality is being proposed until the construction project is complete. Furthermore all software licensing and hardware installations at Norwalk High School can be transferred within the district when NHS is decommissioned for construction.

The Board of Education Facilities Department solicited a bid for security contractors to provide security upgrades at Brien McMahon High School and Norwalk High School. Two (2) bids were received, after review of the bids, it was determined Integrated System Services, LLC was the lowest qualified bidder.

FIRM	LUMP SUM AMOUNT
Security 101	$101,273
Integrated Systems Services, LLC	$58,001

ACTION REQUESTED:

a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Integrated System Services, LLC. for the Enhancement to School Security – Access Control Improvements at**

Brien McMahon High School & Norwalk High School Project for a total not exceed $58,001. Funds are available in Acct. # 09155010 5777 c0537 & Acct. # 09215010 5777 c053.

b. **Authorize the NPS Facilities Dept. to issue Change Orders on this contract for a total of $5,800.00. Funds are available in Acct. # 09215010 5777 c0537.**

CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.org P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

NORWALK
The Sound of Connecticut

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER

RE: JEFFERSON ELEMENTARY SCHOOL – RENOVATE-AS-NEW – MATERIALS TESTING & SPECIAL INSPECTION SERVICES

DATE: FEBRUARY 24, 2021

****

The City of Norwalk Common Council recently approved the Guaranteed Maximum Price for the Jefferson Elementary School – Renovate as New Project at their February 9, 2021 meeting. The project is scheduled begin on March 1st, 2021, with the demolition of the portable classrooms, site work at the rear of the school property and construction of the Gymnasium Addition.

A requirement of the State of Connecticut building code is to have a Statement of Special Inspections which is completed by the structural engineering firm of record for the project. The Statement of Special Inspections identifies various inspections required of an independent materials testing laboratory as well as various inspections/reviews of the project and test results by a licensed professional engineer.

As a result of this requirement, the City advertised for bids for testing materials laboratories in accordance with the statement of Special Inspections. The City received six (6) responses from Materials Testing Laboratories. Since the quantity of tests required are yet to be determined, the City issued a Request for Proposals based on unit pricing per test. Upon receipt of proposals from the various testing labs the City applied projected quantities of tests per discipline to determine the "low bidder". The low bidder is Special Testing Laboratories, Inc.

> **Authorize the Purchasing Agent to issue a Purchase Order to Special Testing Laboratories, Inc. for materials testing and field inspection services for the Jefferson Elementary School Renovate as New Project for a total not to exceed $60,000. Funds are available in account 0919/20 5010 5777 C0619.**

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CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.org P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER

RE: CITY HALL AIR HANDLER REFURBISHMENT

DATE: FEBRUARY 25, 2021

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Norwalk City Hall was renovated in 1987. The air handler units providing heating and air conditioning is now 32 years old. The Office of Building Management has initiated a multi-years replacement/ refurbishment project of the 5 main air handler units and 4 smaller air handler units. We replaced/ refurbished units 1, 2, 4 and 5 over the last 3 years. At this time we would like to proceed with the refurbishment of Unit #3.

On January 25, 2021, the City's Purchasing Department solicited bids for the Refurbishment of Air Handler 3 serving Norwalk City Hall. The City received one (1) bid response from Universal Building Services, LLC. Universal Building Services has successfully completed previous Air Handler refurbishment projects and the Office of Building Management recommends the awarding of this project to Universal Building Services, LLC.

ACTION REQUESTED:

a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Universal Building Services, LLC for City Hall Air Handler Unit refurbishment project for a total not to exceed $78,850.00 Funds are available from account # 0918/21 7100 5777 C0439

b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed $7,885.00.