

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

Special Meeting: February 9, 2021

Regular Meeting: February 9, 2021

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. 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 post-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 21122253-730-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]).

6. 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.

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

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

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**COMMON COUNCIL
SPECIAL MEETING
FEBRUARY 9, 2021
VIA TELECONFERENCE**

Mayor Rilling called the meeting to order at 6:35 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. King called the Roll.

The following Common Council members were present:

Council at Large: Mr. Gregory Burnett Ms. Dominique Johnson
 Mr. Nicholas Sacchinelli
 Ms. Barbara Smyth

District A: Mr. David Heuvelman

District B: Ms. Darlene Young Ms. Diana Revolus

District C: Mr. John Kydes

District D:

District E: Mr. Thomas Livingston Ms. Lisa Shanahan

At Roll Call there were ten (10) Common Council members present and five (5) absent (Mr. Langella; Mr. Roberts; Mr. Theodoridis; Mr. Keegan and Mr. Tsiranides). A Quorum was present.

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

II. PRESENTATION OF THE 2021-22 OPERATING BUDGET

Mr. Dachowitz presented the 2021-2022 operating budget. He said the budget books will be delayed, because Ms. Fogel had a medical emergency and will be out for several weeks.

Mr. Dachowitz reviewed the budget process and the timeline. The final budget and tax levy are set on May 3, 2021. He noted it is a lengthy process.

Mr. Dachowitz explained the laws of economics and how they apply to this budget. He said there are many good requests, on both sides, but they have to make choices and trade offs. He reviewed the law of diminishing returns and said he tries to get the best return on the investment.

Mr. Dachowitz presented the City wide and Norwalk Public Schools operating budget. He said the total recommended budget is \$400.6 million. Included in the City's budget are expenditures on behalf of the Board of Education. He said the City is spending money on behalf of the Board of Education and that is not appropriate. He said that

about \$29 million is on behalf of the Board of Education. The City's net expenditures are \$159.1 million.

Mr. Dachowitz highlighted the split of operating expenditures between the City and the Norwalk Public Schools. He said the schools use 61% of the local taxes. He said there are challenges in establishing budgets for the Norwalk Public Schools and is recommending an increase of \$4.2 million or 2% over last year's approved amount of \$208.4 million. Connecticut State law prohibits a City government from reducing a school budget below the prior year total. The Mayor, Board of Estimate and Taxation and Common Council are only allowed to establish an upper amount on Norwalk Public school expenditures.

Mr. Dachowitz discussed the Norwalk Public Schools and City operations efficiency study. He said they already conducted a cybersecurity review and noted that recommendations have already been implemented. He thanked Ms. Connor for developing the RFP for the efficiency study and noted that it was a very complex RFP. He described the RFP process and said it was narrowed down to four finalists and they were about to make a selection; however, they took a pause to bring Dr. Estrella up to speed. He said he hopes a firm will be selected shortly.

Mr. Dachowitz gave an example of Board of Education staffing and enrollment and said that was why this study was needed. He said there is a tendency on the projection to be higher than the enrollment. There is a forecasting inconsistency and that he does not understand the numbers. He said an expert could understand these numbers.

Ms. Smyth asked if there is an explanation if students are disengaged due to Covid. Mr. Dachowitz said he took the numbers, but does not have an explanation.

Mr. Dachowitz reviewed operating budget expenditures by department. He highlighted the contingency line.

The total recommended FY 2022 budget is \$4.6 million which is 3.9% over last fiscal year.

Mr. Kydes asked if there was a dollar amount for the insurance increase. Mr. Dachowitz will get those figures.

Mr. Dachowitz reviewed the unrestricted/unassigned fund balance (rainy day fund). He said that this year they plan to draw down \$8 million. He noted that this year, they expected to draw down \$6 million, but they did not have to draw down all of the money. They did not draw down \$5.1 million. The Board of Education and the City gave them \$4 million of the surplus and put it into a non-expiring account. In addition, \$1 million went to certain departments.

Mr. Dachowitz said he hopes this year, they will not have to draw down the entire \$8 million. He said the residents are under financial pressure and he tried to accommodate them by giving relief on the mill rate and tax bills. Mr. Dachowitz reviewed the proper use of a fund balance.

Mr. Dachowitz presented the tax levy by district. He said this is a very tough budget year; he feels this budget is balanced and fair. Mr. Dachowitz will send the presentation to the Common Council members.

Mayor Rilling thanked Mr. Dachowitz and Ms. Fogel. He said this is a very difficult budget year. He said they have to be very fiscally responsible. He said he is going to tell all department heads that they can't look at any increased over Mr. Dachowitz's recommendations unless it is critical.

III. ADJOURNMENT

**** MR. REVOLUS MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 7:37 p.m.

ATTEST:_____

Donna King, City Clerk

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**CITY OF NORWALK
COMMON COUNCIL
FEBRUARY 9, 2021
VIA TELECONFERENCE**

Mayor Rilling called the meeting to order at 7:40 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. King read the announcement and called the Roll:

Common Council

February 9, 2021

Page 1

Via Teleconference

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

Regular Meeting: January 26, 2021

The following correction was made: the Moment of Silence was for Mr. Curtis Law.

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

III. PUBLIC PARTICIPATION

No members of the public wished to speak this evening.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

Common Council
February 9, 2021
Page 2
Via Teleconference

Stephanie Thomas, Zoning Commission, Regular
Nick Kantor, Zoning Commission, Alternate

Mayor Rilling announced the resignations of Ms. Thomas and Mr. Kantor from the Zoning Commission.

APPOINTMENTS:

**** MR. KYDES MOVED TO APPROVE THE FOLLOWING APPOINTMENTS:**

**JENNIFER BALLIETT, CONSERVATION COMMISSION
FARRAH MARIN, CONSERVATION COMMISSION**

Mr. Kydes, Ms. Revolus, Ms. Johnson, Mr. Roberts and Ms. Young spoke in support of the reappointments.

**** MOTION PASSED UNANIMOUSLY**

**** MS. JOHNSON MOVED TO APPROVE THE FOLLOWING APPOINTMENT**

ILIANA ZUNIGA, HISTORICAL COMMISSION

Ms. Johnson, Mr. Roberts and Ms. Revolus spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

**** MR. KYDES MOVED TO APPROVE THE FOLLOWING APPOINTMENT**

NICK KANTOR, ZONING COMMISSION, REGULAR

Mr. Kydes spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS:

**** MR. BURNETT MOVED TO APPROVE THE FOLLOWING REAPPOINTMENT**

NORMAN WEINBERGER, BOARD OF HEALTH

Mr. Burnett spoke in support of the reappointment.

**** MOTION PASSED UNANIMOUSLY**

MAYOR'S REMARKS:

Mayor Rilling said that each February we celebrate Black History Month. He read a proclamation celebrating February as Black History month, followed by remarks from Mr. Burnett, who shared the history behind Black History Month, noting it began in 1926 as a week-long celebration. In 1976, this celebration was officially recognized as a month-long celebration. He said that Connecticut is the first state to offer an elective in Black and Hispanic studies. He said that Black History is American History. Ms. Revolut said that with knowledge comes respect. She said you give respect to a community when you learn about them. Ms. Young said that with knowledge comes responsibility. She said she would love to make Black History a part of the curriculum and not just an elective.

Mayor Rilling talked about the free food distribution at Calf Pasture Beach every Wednesday starting at 9:00 a.m. He said it is heartbreaking to see the difficulties the people in the City are experiencing. Covid testing is taking place every day at Veteran's Park and at Norwalk Community College. Mayor Rilling announced that starting February 11, 2021, individuals who are 65 and older will be eligible to receive the COVID Vaccine. Mayor Rilling gave a huge shout out to Ms. D'Amore and the staff at the Norwalk Health Department. He urged everyone to continue to wear their mask, wash their hands and practice social distancing.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

**** MS. SMYTH MOVED THE FOLLOWING CONSENT CALENDAR:**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

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 THE 2021 CT DEPARTMENT OF TRANSPORTATION DUI GRANT IN THE AMOUNT UP TO \$61,400.00.

1B. AUTHORIZE THE POLICE CHIEF, THOMAS E. KULHAWIK, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS AND AMENDMENTS THERETO AS MAY BE NECESSARY TO IMPLEMENT ALL PROGRAMS THROUGH THE 2021 CT DEPARTMENT OF TRANSPORTATION DUI GRANT IN THE AMOUNT UP TO \$61,400.00 PURSUANT TO SUCH GRANT FUNDING.

2. AUTHORIZE THE CITY'S PURCHASING AGENT TO EXECUTE A PURCHASE ORDER ON BEHALF OF THE POLICE DEPARTMENT MHQ, INC. UNDER CONTRACT #12PSX0194, FOR THE PURCHASE OF TWELVE (12) 2021 FORD UTILITY INTERCEPTOR AWD FOR THE AMOUNT NOT TO EXCEED \$428,993. ACCOUNT # 09213010-5777-C0665.

3A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH NEW ENGLAND RADIO CONSULTANTS, LLC FOR CONSULTING AND IMPLEMENTATION SERVICES ADDRESSING THE "CUSTOMER RESPONSIBILITIES" AND "ASSUMPTIONS" AS OUTLINED IN THE STATEMENT OF WORK WITHIN THE MOTOROLA SOLUTIONS, STATE TIE-IN NORWALK RADIO SYSTEM PROJECT, PER SOLE SOURCE PROCUREMENT REQUEST FOR AN AMOUNT NOT TO EXCEED \$50,000; FROM ACCOUNT # 09193610 5777 C0615.

3B. AUTHORIZE CHIEF THOMAS KULHAWIK TO EXECUTE CHANGE ORDER (S) TO THE ABOVE AGREEMENT FOR THE AMOUNT NOT EXCEED \$5,000. ACCOUNT # 09193610 5777 C0615.

4. AUTHORIZE THE PURCHASING AGENT TO EXECUTE A PURCHASE ORDER, ON THE BEHALF OF THE NORWALK FIRE DEPARTMENT, TO NORCOMCT 7 GREAT HILL RD. NAUGATUCK, CT. 06770 FOR SOLE SOURCE PURCHASE OF 25 APX8500 ALL BAND MP MOBILE RADIOS NOT TO EXCEED \$177,402.00 FUNDS ARE AVAILABLE FROM ACCOUNT # 5777-CO667.

5. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO A CONTRACT WITH MORRIS AND MCDANIEL, MANAGEMENT CONSULTANTS, 117 SOUTH SAINT ASAPH STREET, ALEXANDRIA,

VA. 22314 TO DEVELOP AND ADMINISTER A FIREFIGHTER ENTRY LEVEL EXAM, NOT TO EXCEED THE AMOUNT OF \$ 75,000.00.

B. COMMUNITY SERVICES AND PERSONNEL COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDED CONTRACT WITH MID FAIRFIELD CHILD GUIDANCE CENTER, INC., FOR CONTINUED IN-HOME MENTAL HEALTH AND FAMILY SUPPORT SERVICES FOR PUBLIC SCHOOL CHILDREN UNDER THE COMMUNITY SERVICES DEPARTMENT FOR THE PERIOD JANUARY 1, 2021 TO JUNE 30, 2021.

C. PUBLIC WORKS COMMITTEE

1. APPROVE THE TITLE VI - COMPLAINT PROCEDURE AS THE OFFICIAL POLICY FOR THE CITY OF NORWALK.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND AI ENGINEERS, INC. FOR PROJECT D.P.W. 2021-1 ON-CALL ENGINEERING SERVICES. THE AGREEMENT IS FOR A PERIOD OF ONE (1) YEAR, BILLABLE ON AN HOURLY BASIS, FOR A SUM NOT TO EXCEED \$50,000.00, WITH AN OPTION TO EXTEND FOR TWO (2) ADDITIONAL TERMS OF ONE (1) YEAR EACH.

ACCOUNT NO.

01 40 30 5258

09 21 4021 5777 C0021

09 21 4021 5777 C0234

09 21 4021 5777 C0315

09 21 4021 5777 C0440

09 19 4021 5777 C0471

09 20 4021 5777 C0471

09 21 4021 5777 C0471

09 17 4021 5777 C0526

09 19 4021 5777 C0617

09 20 4021 5777 C0617

09 21 4021 5777 C0617

09 20 4027 5777 C0643

09 21 4027 5777 C0643

09 21 6030 5777 C0365

09 19 6030 5777 C0367

09 15 6030 5777 C0546

09 20 6030 5777 C0657

Common Council

February 9, 2021

Page 6

Via Teleconference

09 21 6030 5777 C0321

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND WESTON & SAMPSON ENGINEERS, INC. FOR PROJECT D.P.W. 2021-1 ON-CALL ENGINEERING SERVICES. THE AGREEMENT IS FOR A PERIOD OF ONE (1) YEAR, BILLABLE ON AN HOURLY BASIS, FOR A SUM NOT TO EXCEED \$50,000.00, WITH AN OPTION TO EXTEND FOR TWO (2) ADDITIONAL TERMS OF ONE (1) YEAR EACH.

ACCOUNT NO.

01 40 30 5258

09 21 4021 5777 C0021

09 21 4021 5777 C0234

09 21 4021 5777 C0315

09 21 4021 5777 C0440

09 19 4021 5777 C0471

09 20 4021 5777 C0471

09 21 4021 5777 C0471

09 17 4021 5777 C0526

09 19 4021 5777 C0617

09 20 4021 5777 C0617

09 21 4021 5777 C0617

09 20 4027 5777 C0643

09 21 4027 5777 C0643

09 21 6030 5777 C0365

09 19 6030 5777 C0367

09 15 6030 5777 C0546

09 20 6030 5777 C0657

09 21 6030 5777 C0321

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND TIGHE & BOND, INC. FOR PROJECT D.P.W. 2021-1 ON-CALL ENGINEERING SERVICES. THE AGREEMENT IS FOR A PERIOD OF ONE (1) YEAR, BILLABLE ON AN HOURLY BASIS, FOR A SUM NOT TO EXCEED \$50,000.00, WITH AN OPTION TO EXTEND FOR TWO (2) ADDITIONAL TERMS OF ONE (1) YEAR EACH.

ACCOUNT NO. 01 40 30 5258

09 21 4021 5777 C0021

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09 21 4021 5777 C0315

09 21 4021 5777 C0440
09 19 4021 5777 C0471
09 20 4021 5777 C0471
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09 17 4021 5777 C0526
09 19 4021 5777 C0617
09 20 4021 5777 C0617
09 21 4021 5777 C0617
09 20 4027 5777 C0643
09 21 4027 5777 C0643
09 21 6030 5777 C0365
09 19 6030 5777 C0367
09 15 6030 5777 C0546
09 20 6030 5777 C0657
09 21 6030 5777 C0321

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACQUIRE AN EASEMENT AT 473 CONNECTICUT AVENUE FOR PURPOSES OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING AND REPLACING A PUMP STATION.

6. APPROVE THE EAST NORWALK VILLAGE DISTRICT STANDARDS AS PART OF THE CITY OF NORWALK DEPARTMENT OF PUBLIC WORKS STANDARD DETAIL DRAWING.

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

2A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH INNOVATIVE ENGINEERING SERVICES, LLC. TO PROVIDE BUILDING SYSTEMS COMMISSIONING SERVICES FOR THE NEW CRANBURY ELEMENTARY SCHOOL PROJECT FOR A TOTAL NOT TO EXCEED \$45,400.00. ACCT. #09215010 5777 C0786

2B. AUTHORIZE TO ESTABLISH A CONTINGENCY FOR ADDITIONAL SERVICES AS MAY BE REQUIRED FOR A TOTAL NOT TO EXCEED \$4,500.

4. AUTHORIZE TO INCREASE THE CONTINGENCY ALLOWANCE FOR ADDITIONAL SERVICES FOR ANTINOZZI ASSOCIATES FOR ARCHITECTURAL AND OTHER SUB CONSULTANT SERVICES FOR THE JEFFERSON SCHOOL IMPROVEMENT PROJECT FOR AN

ADDITIONAL NOT TO EXCEED \$45,000. ACCOUNT # 0919/205010 5777 C0619

5A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH UNIVERSAL BUILDING SERVICES, LLC FOR CITY HALL AIR HANDLER UNIT #1 REFURBISHMENT PROJECT FOR A TOTAL NOT TO EXCEED \$78,900.00. FUNDS ARE AVAILABLE FROM ACCOUNT #0917/18 7100 5777 C0439

5B. AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON THE CONTRACT FOR A TOTAL NOT TO EXCEED \$7,890.00

**** 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)**

VII. COMMON COUNCIL COMMITTEES

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

**** MR. LIVINGSTON MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN ASSISTANCE AGREEMENT WITH THE LOCKWOOD MATHEWS MANSION MUSEUM AT NORWALK, CT FOR THE LOCKWOOD MATHEWS MANSION MUSEUM IMPROVEMENT PROJECT IN THE AMOUNT OF \$2,500,000.00. ACCOUNT #09206310 5777 C0186**

Mr. Livingston reviewed the item. He said this is not an approval of new funding. The project is a major overhaul of the Lockwood Mathews Mansion Museum. He said the Mansion will have to shut down for two years. The total project cost is estimated to be in excess of \$8 million. He noted the significance of the Mansion.

Mr. Keegan apologized to all associated with the Mansion and said it is a wonderful asset to the City. He said he has to vote no on this. He said the City is entering into a budget season and they have to be careful about what capital projects they are spending money on. He said these choices are made more difficult due to the \$50 million appropriation to Norwalk High School. He said that sadly, he has to vote no. He said that later this year, they will have to make other choices or keep \$50 million in the budget for a new high school. Mr. Keegan said he did not know if there was a way to remove an item from the capital budget that was already approved.

Mr. David Westmoreland, representing Lockwood Mathews Mansion Museum explained they have been working on this project for the last two years. This is a lose it or use it grant. He said they tried to make this project as small as possible. The City allocated the \$2.5 million a few years ago and no other work can be done to the Mansion without this work.

Mr. Burnett said he will support this expenditure for this project, but agreed with Mr. Keegan that there needs to be a re-prioritization of what is needed to spend money on.

Ms. Smyth said she heard Mr. Keegan and Mr. Burnett's comments. She said this is funding that was previously approved. Lockwood Mathews Mansion Museum has done a great deal of work to get ready for this project. It is not right to take away funding that was already promised.

Mayor Rilling said that essential items will be prioritized. He added that they all agree that these are very difficult times.

**** MOTION PASSED BY ROLL CALL VOTE WITH FOURTEEN (14) IN FAVOR (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. YOUNG; MS. REVOLUS; MR. KYDES; MR. THEODORIDIS; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN) AND ONE (1) VOTE IN OPPOSITION (MR. KEEGAN)**

**** MR. LIVINGSTON MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH NEWFIELD CONSTRUCTION INC. AS THE CONSTRUCTION MANAGER (CM) FOR THE JEFFERSON ELEMENTARY SCHOOL – RENOVATE AS NEW PROJECT, TO ACCEPT THE GUARANTEED MAXIMUM PRICE IN THE AMOUNT OF \$24,856,821.00. ACCT. # 0919/205010 5777 C0619**

AND TO AUTHORIZE THE LAND USE & BUILDING MANAGEMENT COMMITTEE TO ISSUE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED \$1,242,841.00.

Mr. Livingston reviewed the item. This is the approval to guarantee the maximum price. The budget was over \$33 million and this is coming in at \$24,856,821.00. The construction project is scheduled to start in March.

Mr. Livingston said this is part of the continued investment in the City's schools. He noted that the Cranbury Elementary School project is moving ahead. Mayor Rilling said they have been left with a poor infrastructure in the schools. The children deserve more. There is an absolute need to invest in the schools.

**** 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)**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were none this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

**** MS. LIVINGSTON MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 8:31 p.m.

ATTEST: _____
Donna King, City Clerk

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

PLEASE PRINT

PERSONAL/FAMILY

COMPANY/BUSINESS

NON-PROFIT (501C3) Yes ☒ No ☐ORGANIZATION NAME: NORWALK Karting Assoc.NAME OF BENEFICIARY: _____ Is this an Annual Event: Yes ☒ No ☐ # of years 50

NAME OF CORPORATE OFFICER AUTHORIZED

TO EXECUTE THE LICENSE AGREEMENT: _____ TITLE: _____

YOUR NAME: Tom Dwyer TITLE: Pres.ADDRESS: 58 Brandeis Dr E-MAIL ADDRESS: ~~Norwalk@norwalk.com~~ NCL003@norwalk.comCITY: Norwalk STATE: CT ZIP CODE: 06897HOME PHONE: 203 563-9993 BUSINESS PHONE: _____ CELL: 203 451-2728FACILITY REQUESTED: Beach FACILITY & EVENT INFORMATION # OF PARTICIPANTS 3000 weeklyEVENT: Priming Norwalk Karting Assoc. Races DATE REQUESTED: _____SET UP TIME: 7:00 STARTING TIME: 9:30 BREAKDOWN TIME: 5:00pm END TIME: 6:00pm RAIN DATE: _____
(RAIN DATE FOR BEACH RENTALS ONLY)ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☐ NO ☒

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

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

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

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT?

YES ☐ NO ☒

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT?

YES ☐ NO ☒

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES?

YES ☐ NO ☒

WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES?

YES ☐ NO ☒**BEACH PERMITS ONLY:**WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES ☐ NO ☒WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach YES ☐ NO ☒

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

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

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

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

APPLICANT'S SIGNATURE: _____

DATE: 12/22/20**OFFICE USE ONLY**RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: 1/13/21 YES ☒ NO ☐ N/A ☐COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: _____ YES ☐ NO ☐ N/A ☐

City of Norwalk Recreation & Parks Department

Facility Rental Event Application Form

PLEASE PRINT

ORGANIZATION NAME: Greenwich Kennel Club PERSONAL/FAMILY ☐ COMPANY/BUSINESS ☒
 NAME OF BENEFICIARY: Dr Stacey P. Blau Is this an Annual Event: Yes ☒ No ☐ # of years 13+
 NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: " " TITLE: President
 YOUR NAME: Dr Stacey P. Blau TITLE: President
 ADDRESS: 18 Innisfree Pl E-MAIL ADDRESS: sblau1@gmail.com
 CITY: Eastchester STATE: NY ZIP CODE: 10709
 HOME PHONE: 914 588 2375 BUSINESS PHONE: 914 588 2375 CELL: 914 588 2375

FACILITY REQUESTED: Taylor Farm Park FACILITY & EVENT INFORMATION # OF PARTICIPANTS 500 n/cas
 EVENT: Greenwich Kennel Club Combined Specialties Dog Show DATE REQUESTED: 6/12/2021 & 6/13/2021
 SET UP TIME: 6:00 AM STARTING TIME: 8:30 AM BREAKDOWN TIME: 6:30 PM END TIME: 6:30 PM RAIN DATE: NONE
Setup 6/10 - 6/14 Breakdown 6/14 (RAIN DATE FOR BEACH RENTALS ONLY)
 ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☐ NO ☒

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

SERVING FOOD: YES ☒ NO ☐ ARE YOU USING A FOOD TRUCK? YES ☒ NO ☐ NAME: Not known yet

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

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT?

YES ☒ NO ☐

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT?

YES ☐ NO ☒

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES?

YES ☒ NO ☐

WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES?

YES ☐ NO ☒

BEACH PERMITS ONLY:

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

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

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

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

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

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

APPLICANT'S SIGNATURE: _____

DATE: 12/09/2020

OFFICE USE ONLY

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

GENERAL COVID-19 or Other Issues PROTOCOLS

The following is an overview of the protocols that must be followed at all AKC Events. All information is subject to change at the discretion of the American Kennel Club, Inc.

- There will be no public access to the Events. Only Approved Attendees may enter the venue. Approved attendees include Judges, Exhibitors, Event staff, media, handlers, handlers' assistants, owners of entered dogs, Delegates, and vendors.
- Approved Attendees must also fill out and bring a completed Your Covid-19 Self-Declaration form on each day entering the venue in order to gain access to the Events. Minors must have their own signature as well as signature of a parent or legal guardian on the Your Covid-19 Self-Declaration form.
- Everyone will be required to wear a mask at all times on Event grounds.
- Everyone will be required to follow social distancing guidelines. This means maintaining six feet of distance from others, not congregating at ringside, or while remaining within set-ups.
- Exhibiting will be "Show and Go" where possible. There is to be no spectating of competition classes that you are not entered in.
- Conformation Exhibitors: If you are not in the next upcoming classes you should not remain ringside. Please return to your grooming set-up or leave the area once your classes have completed.
- Fast CAT participants: Please leave the venue when you have finished competing for the day. Return to your crating area between runs if you are entered in more than one competition on the day.
- Please do not smoke within 100 feet of any rings.
- We are putting extra effort into cleaning and sanitation for additional safety measures. Please bring cleaning supplies for your own grooming/crating area. Remember to do your part by cleaning up after your dogs at all times.

These protocols have been put in place to protect the health and safety of everyone at the events and to ensure our ability to host you and your incredible dogs. Thank you for your cooperation.

COVID-19 WAIVER

2021 Combined Specialties @ Norwalk, CT, The Greenwich Kennel Club, Inc and each individual Specialty or Event being held on these grounds June 11 – 13, 2021..

NOTICE: ANYONE WHO ATTENDS THESE EVENTS MUST SIGN THIS FORM- NO EXCEPTIONS -THIS IS FOR EXHIBITORS, OWNERS, HANDLERS, BREEDERS, ASSISTANTS, FAMILY MEMBERS, FRIENDS, ETC. IF YOU ARE ON THE GROUNDS THIS FORM MUST BE ON FILE. THIS ALSO INCLUDES MINOR CHILDREN UNDER 18 YEARS OF AGE.

I fully attest to the best of my knowledge that I do not have COVID-19 at the time of attending this event. I also attest that I have NOT been in contact with or exposed to any known carrier of COVID-19 within the past 14 days.

I agree that I am attending these events entirely at my own risk and take full responsibility for my own health and safety during these events. I will follow all American Kennel Club (AKC) and the club rules, requirements, procedures, protocols and guidelines to reduce any exposure and possibility of contracting or spreading the virus.

I will follow CDC, Federal, State of Connecticut, and City of Norwalk and Greenwich Kennel Club guidelines regarding COVID-19. I fully submit that the AKC, Greenwich Kennel Club, all Specialties and Events as well as Executive Dog Shows, and all other contracted staff, and their employees; any workers or volunteers, are in no way liable for any present or future COVID-19 exposure incurred at any time by any person in attendance or not in attendance, during or after these events. And I hereby waive all rights to file a lawsuit against the above if I am exposed to COVID-19.

By signing this waiver below, I hereby agree to follow everything contained within this waiver.

Date: _____

Signature _____ Print Name _____

Signature of Parent/Guardian/Handler _____

Print Name of both Signer and Minor _____

PLEASE PRINT, FILL OUT & BRING THIS FORM WITH YOU. YOU MUST HAND IN THE FORM AT THE CLUB TABLE

.NO FORM --- NO ACCESS PASS --- NO SHOW --- NO EXCEPTIONS

Please hand in your filled-out form per instructions found in the judging program. You will be asked to leave if you are not in possession of your wristband while on the grounds. Exhibitors should follow their doctor's advice on attending these events if they are in a high-risk group for Covid-19.

Executive Memorandum

From: Darin L. Callahan, Assistant Corporation Counsel
To: Members of the Parks & Recreation Committee
Cc: Nick Robert, Director of Parks & Recreation
Michael Yeosock, Assistant Director of TMP
Date: February 4, 2021
Re: Norwalk River Valley Trail – Wilwalk Section

The Norwalk River Valley Trail (“NRVT”) is a multi-use trail stretching from Norwalk, Connecticut to Danbury, Connecticut, a distance of approximately thirty miles. Over its course, from south to north, the NRVT passes through the municipalities of Norwalk, Wilton, Redding, Ridgefield and Danbury. As of the date of this memorandum, the NRVT is in various stages of planning, construction and completion.

The portion of the NRVT which is the subject to this memorandum is the section of the NRVT that straddles the boundary line between Norwalk and Wilton, known as the Wilwalk Trail. Based on the information provided herein below and attached, the following Action is being requested:

REQUESTED ACTION: *Authorized the Mayor, Harry W. Rilling to execute a Cooperative Agreement with the Town of Wilton and Friend of Norwalk River Valley Trail, Inc. concerning the retention of a construction contractor and post-construction maintenance of the Walkwalk section of the Norwalk River Valley Trail, and any and all necessary documents required to perform the Cooperative Agreement.*

I. Background Information:

Friends of the Norwalk River Valley Trail, Inc., a Connecticut non-stock corporation (“Friends”), in cooperation with the Town of Wilton (“Wilton”), filed a Connecticut Recreational Trails Grant Application (the “Grant Application”) with the Connecticut Department of Energy and Environmental Protection (“DEEP”). DEEP accepted the Grant Application and awarded a \$1,100,500.00 grant (“State Grant”).

Thereafter, Wilton entered into a Personal Service Agreement / Grant Contract with DEEP (the “Grant Contract”). Pursuant to the Grant Contract, Wilton agreed to serve as the grant administrator, perform various financial reporting and payment functions and serve as the contracting party for completion of the Trail improvements to be construction along the Wilwalk section of the NRVT.

On February 8, 2016 Wilton, Friends and the City of Norwalk (“City”) entered into an

Agreement ("Funding Agreement") pursuant to which Friends agreed raise and contribute funds equivalent to twenty percent (20%) of the cost of completion of the Trail improvements, up to a maximum of \$275,125.00. That amount represents the municipal cost-sharing portion under the State Grant.

Subsequently, Norwalk entered into a lease with Conn DOT acquiring the land rights to construct and maintain the portion of the Wilwalk Trail located in Norwalk and Wilton entered into a similar lease with Conn DOT of the trail located within its borders.

The project is now ready to be bid out to retain a contractor to construct the Trail improvements upon the Wilwalk section of the NRVt.

To the extent that a portion of the to be constructed trail is located in Norwalk, its desirable to memorialize (i) the terms upon which a construction contractor will be retained, as well as (ii) the terms upon which the trail may be accessed for purposes of construction and future maintenance.

Attached hereto as **Exhibit 1** is a draft Cooperation Agreement which has been prepared for the foregoing purpose.

II. Cooperative Agreement, Summary of Terms:

General. Wilton and Norwalk will jointly engage the services of one or more competent contractor(s) licensed under the laws of the State of Connecticut to construct the Trail improvements.

However, Norwalk will not have any direct payment obligation to the Contractor. Rather, the cost of the work will be covered by Wilton through a combination of the State Grant funds and the funds Friends is obligated to cover under the Funding Agreement.

That being said, it is desirable for Norwalk to be a party to the construction contract to cover various risk allocations issues Norwalk usually addresses in its construction contracts, e.g. -

- (1) contractual right to indemnification in the event of a third-party claim;
- (2) to require maintenance of insurance coverage to cover third-party claims;
- (3) to address prevailing wage requirements and responsibility for the same;
- (4) to ensuring appropriate bonding (performance and payment) is in place;

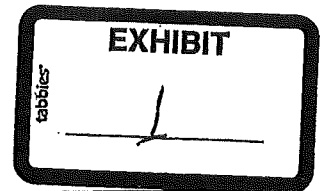
By being a party to the construction contract, the contractor will have direct contractual obligations to Norwalk on these and other important contractual issues.

Contractor selection will be through a competitive bidding process overseen by Wilton.

Maintenance. Friends will be responsible for maintaining the Wilwalk Trail at its sole cost and expense.

Term. The Cooperative Agreement will continue until terminated by a party pursuant to the terms of the agreement. Generally, termination may be elected in the event of breach of the Agreement.

Indemnification and Insurance. Friends has agreed to indemnify Wilton and Norwalk in the event of third-party claims arising from the performance of their obligations (e.g. trail maintenance) under the Cooperative Agreement subject to the limits of their insurance coverage requirements. Friends will be required to maintain insurance coverage within certain limits during the terms of the agreement.



COOPERATION AGREEMENT
FOR PUBLIC RECREATION IMPROVEMENT PROJECT

Revised December 11, 2020.

This Agreement is dated as of November ____, 2020, by and among the CITY OF NORWALK, TOWN OF WILTON and FRIENDS OF THE NORWALK RIVER VALLEY TRAIL, INC.

RECITALS

- A. For convenience and ease of understanding, various words and phrases appearing in these Recitals and elsewhere in this Agreement are capitalized. If not defined in these Recitals, capitalized words and phrases appearing in these Recitals and elsewhere in this Agreement shall have the meanings ascribed to them in Section 2.
- B. The Norwalk River Valley Trail ("NRVT") is a multi-use trail stretching from Norwalk, Connecticut to Danbury, Connecticut, a distance of approximately thirty miles. Over its course, from south to north, the NRVT passes through the municipalities of Norwalk, Wilton, Redding, Ridgefield and Danbury. As of the Effective Date, sections of the NRVT are in various stages of planning, construction and completion.
- C. This Agreement pertains to the section of the NRVT that straddles the boundary line between Norwalk and Wilton, known as the Wilwalk Trail.
- D. The Parties desire to design and construct certain Trail Improvements on and within the Wilwalk Trail.
- E. Friends, in cooperation with Wilton, filed a Connecticut Recreational Trails Grant Application (the "Grant Application") with the Connecticut Department of Energy and Environmental Protection ("DEEP").
- F. DEEP accepted the Grant Application and awarded the State Grant.
- G. Wilton entered into a Personal Service Agreement / Grant Contract with DEEP (the "Grant Contract").
- H. Pursuant to the Grant Contract, Wilton agreed to serve as the grant administrator, perform various financial reporting and payment functions and serve as the contracting party for completion of the Trail Improvements.
- I. On February 8, 2016 Wilton, Friends and Norwalk entered into an Agreement (the "Funding Agreement") pursuant to which Friends agreed raise and contribute funds equivalent to twenty percent (20%) of the cost of completion of the Trail

Improvements, up to a maximum of \$275,125.00.

- J. On _____, 2020, Norwalk entered into the Norwalk State Lease acquiring the land rights to construct and maintain the Wilwalk Trail – South.
- K. On _____, 2020, Wilton entered into the Wilton State Lease acquiring the land rights to construct and maintain Wilwalk Trail – North.
- L. Friends has secured all funds necessary to fund Municipal Contribution Share under the State Grant.
- M. Wilton has issued a Request for Proposals (the “RFP”) for a contractor to construct the Trail Improvements upon the Wilwalk Trail.
- N. The Parties desire to memorialize their agreement regarding access to the Wilwalk Trail during the construction phase and, in subsequent years, with respect to periodic maintenance and clean-up activities.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **Recitals.** The Recitals are hereby incorporated into this Agreement.

2. **Definitions.** The following capitalized words and phrases used in this Agreement shall have the following definitions.

2.1. **“Agreement”** means this Cooperation Agreement For Public Recreation Improvement Project.

2.2. **“Applicable Municipality”** means Norwalk, with respect to Wilwalk Trail – South, and Wilton, with respect to Wilwalk Trail – North.

2.3. **“Approved Designs”** means the Plans for Norwalk River Valley Trail “Wil-Walk” Section prepared by Stantec Consulting Services, Inc. dated January 27, 2020 and the plans and details referenced therein.

2.4. **“Contractor”** means the construction contractor retained by Wilton and Norwalk to construct the Trail Improvements.

2.5. **“Designated Officials”** means, with respect to Norwalk, the Assistant Director of Transportation (as of the Effective Date, Mike Yeosock) and, with respect to Wilton, the Assistant Director of Public Works/Town Engineer (as of the Effective Date, Frank Smeriglio). The Municipalities may designate one or more alternate or successor Designated Officials by written notice to the other Parties.

2.6. "Effective Date" means the date appearing below the signature of the Mayor of Norwalk or the date appearing below the signature of First Selectwoman of Wilton on the signature page of this Agreement, whichever is later.

2.7. "Friends" means Friends of the Norwalk River Valley Trail, Inc., a Connecticut non-stock corporation.

2.8. "Maintenance Program" means the written program for maintenance of the Wilwalk Trail to be established by the Parties pursuant to discussions among the President and Executive Director of Friends, Norwalk's Designated Official and Wilton's Designated Official, as it may be amended from time to time by mutual agreement of the Parties.

2.9. "Municipalities" means Norwalk and Wilton.

2.10. "Municipal Contribution Share" means an amount equal to twenty (20%) percent of the total State Grant.

2.11. "Norwalk" means the City of Norwalk, a Connecticut municipal corporation

2.12. "Party" and "Parties" means Norwalk, Wilton and Friends, as applicable.

2.13. "Payment and Performance Bond" means a contractor's payment and performance bond on the current AIA form or forms or other forms reasonably acceptable to the Municipalities, issued by a surety company licensed as a surety in the State of Connecticut.

2.14. "Norwalk State Lease" means the Lease Agreement between the State of Connecticut, Department of Transportation and the City of Norwalk, Reserved U.S. Route 7 Expressway (In the Vicinity of Grist Mill Road) City of Norwalk, File No. 102—125-106A pursuant to which Norwalk leased the Wilwalk Trail – South.

2.15. "State Grant" means The Recreational Trails Grant (Norwalk River Valley Trail) from the Department of Energy and Environmental Protection to fund the project entitled "Norwalk River Valley Trail" in the amount of One Million One Hundred Thousand Five Hundred and 00/100 Dollars (\$1,100,500.00).

2.16. "Subsurface Work" means disturbance of existing ground surface at a depth greater than twelve (12) inches.

2.17. "Town/City Line" means the boundary line between Wilton and Norwalk.

2.18. "Trail Improvements" means the improvements to the Wilwalk Trail described in the Approved Plans.

2.19. "Trail Maintenance" means the maintenance duties described in Article 5.

2.20. "Wilton" means the Town of Wilton, a Connecticut Municipal Corporation.

2.21. "Wilton State Lease" means the Lease Agreement between the State of Connecticut, Department of Transportation and the Town of Wilton Reserved U.S. Route 7 Expressway (Danbury Road) Town of Wilton, File No.102-125-106B pursuant to which Wilton leased the Wilwalk Trail – North.

2.22. "Wilwalk Trail" means the contiguous land comprised of both Wilwalk Trail – North within the geographical boundaries of Wilton and Wilwalk Trail – South within the geographical boundaries of Norwalk.

2.23. "Wilwalk Trail – North" means the premises located north of the Town/City Line and more particularly described in the Wilton State Lease.

2.24. "Wilwalk Trail – South" means the premises located south of the Town/City Line and more particularly described in the Norwalk State Lease.

3. Right of Access and Entry.

3.1. Construction. Subject to the terms of this Agreement: (a) Norwalk hereby grants to Wilton and the Contractor a non-exclusive revocable limited license to enter upon and over Wilwalk Trail – South for the purposes of constructing the Trail Improvements in accordance with the Approved Designs; and (b) Wilton hereby grants to Norwalk and the Contractor a non-exclusive revocable limited license to enter upon and over Wilwalk Trail – North for the purposes of constructing the Trail Improvements in accordance with the Approved Designs. Friends will provide advice and assistance to the Municipalities during the construction phase.

3.2. Maintenance. Subject to the terms of this Agreement, the Municipalities hereby grant to Friends a non-exclusive revocable limited license to enter upon and over the Wilwalk Trail for the purposes of maintaining the Trail Improvements in accordance with Article 5.

3.3. Subsurface Work. Under no circumstances shall a Party authorize or perform Subsurface Work within the Wilwalk Trail without the prior written consent of the Applicable Municipality.

4. Construction.

4.1. General. The Trail Improvements will be constructed by the Contractor in accordance with the Approved Designs, and in compliance with the applicable provisions of the Grant Contract, the Wilton State Lease and the Norwalk State Lease. Wilton and Norwalk shall jointly engage the services of one or more competent contractor(s) licensed under the laws of the State of Connecticut to construct the Trail Improvements.

4.2. Competitive Bidding, Prevailing Wage. The Designated Officials having approved the RFP, Wilton shall proceed to procure services, labor, equipment, materials and all other items necessary for the construction of the Trail Improvements through competitive bidding consistent with Wilton's customary competitive bidding practices and the terms of the Grant Contract. Friends will analyze the proposals submitted by prospective contractors in response to the RFP and recommend to the Designated Officials the contractor that Friends believes is the lowest responsible qualified bidder. The Contractor will be required to comply with applicable Connecticut Prevailing Wage laws and requirements. The Contractor will be required to hold valid Connecticut licenses for the performance of the construction work.

4.3. Permits. Construction of the Trail Improvements shall not commence unless and until all applicable federal, state and local permits have been issued.

4.4. Contract Requirements. The construction of the Trail Improvements shall be performed in accordance with one or more written construction contracts. Wilton's legal counsel will draft the construction contract(s) and solicit comments from Norwalk's legal counsel and the Designated Officials prior to forwarding the construction contract(s) to the successful bidder. In accordance with the Grant Contract, Wilton (not Norwalk or Friends) shall be the Party undertaking the payment obligation to the Contractor. Each construction contract shall include the following provisions.

4.4.1. Contractor Indemnification. The Contractor shall indemnify, defend and save harmless the Municipalities and Friends, and their respective elected and appointed officials, officers, agents and employees from and against any and all liabilities; obligations; damages; penalties; claims; losses; costs and expenses, including reasonable attorneys' fees, arising out of, in connection with, or related to the acts and omissions of the Contractor in constructing the Trail Improvements, and that of its agents, contractors, subcontractors, and employees.

4.4.2. Contractor Insurance. The Contractor shall obtain and maintain insurance coverages consistent with the requirements of the RFP. The Contractor shall be required to deliver a copy of a certificate of insurance evidencing proof of insurance and naming the Municipalities, as additional insureds, within ten (10) days of the execution of the construction contract(s).

4.4.3. Contractor Payment and Performance Bond. The Contractor shall obtain and maintain a Payment and Performance Bond for the full amount of the contract price naming the Municipalities as obligees thereunder to the extent of the value of the Trail Improvements.

4.4.4. Compliance. The Contractor shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to the construction contract or the services to be performed thereunder and shall commit no trespass on any private property in connection with the completion of the Trail Improvements.

4.4.5. Review and Certification of Work. Friends shall enter into a written contract with Stantec Consulting Services, Inc. ("Stantec") to review the progress of construction work and the Contractor's invoices and certify to Friends and the Municipalities that all work is completed in accordance with the Approved Designs and the Grant Contract (the "Stantec Contract"). Friends shall deliver a copy of the Stantec Contract to each of the Designated Officials. Friends agrees to assign to the Municipalities all of Friends' rights under the Stantec Contract immediately upon request by the Municipalities. Friends shall cause the Stantec Contract to include a provision allowing Friends to assign all of its rights to the Municipalities without conditions or restrictions other than the giving of notice. Friends shall cause Stantec to advise Friends and the Designated Officials as to all change order requests submitted by the Contractor. Friends shall cause Stantec to forward to the Designated Officials a copy of each of Stantec's progress reports and certifications. The Designated Officials will, in their discretion, periodically review the progress of construction work with respect to the sections of the Wilwalk Trail located within their respective Municipalities. Wilton will rely upon Stantec's progress reports and certifications and comments, if any, from the Designated Officials in paying (or withholding payment of) the Contractor's invoices.

4.4.6. Oversight and Cost Overrun. Friends will collaborate with Stantec in overseeing the construction work to the end that construction work is completed on schedule, on budget and that the cost of construction of the Trail Improvements does not exceed the amount available under the State Grant. If Friends learns or discovers that the cost of construction of the Trail Improvements is likely to exceed the amount available under the State Grant (a "Cost Overrun"), Friends shall promptly give written notice to the Designated Officials and recommend a course of action to eliminate or limit the Cost Overrun. If the Cost Overrun cannot reasonably be eliminated through modifications of the Contractor's scope of work, substitution of materials, timing, or otherwise, then Friends will be responsible for the Cost Overrun.

5. Maintenance.

5.1. Friends assumes responsibility for maintaining the Wilwalk Trail and the Trail Improvements in accordance with the Maintenance Program. Friends understands that neither Norwalk nor Wilton undertakes any responsibility for the care or maintenance of the Wilwalk Trail or the Trail Improvements. All necessary and

reasonable care and maintenance shall be performed by Friends at its own cost and expense.

5.2. Friends will be responsible for maintaining the Wilwalk Trail and Trail Improvements in a safe, clean and neat condition for all who may use or come upon it for the purposes intended. Friends will not permit any accumulation of debris or obstructions in, on or around the Wilwalk Trail, **and will undertake to remedy any such condition within a reasonable time following receipt of notice of same.**

5.3. Norwalk, with respect to Wilwalk Trail - South, and Wilton, with respect to Wilwalk Trail - North, may, at any time, notify Friends in writing of any deficiencies in the condition or maintenance of the Wilwalk Trail and Friends shall, upon receipt of such notice, correct the same to the reasonable satisfaction of either Norwalk or Wilton, as applicable, as soon as reasonably possible.

5.4. Friends shall, immediately upon completion of any of its maintenance obligations under this Agreement, repair any damage to the Wilwalk Trail occurring as a result of the performance of the maintenance obligations.

6. Safety. Each Municipality reserves the right to close to the public all or part of the Wilwalk Trail that is within the Municipality's geographic boundaries if, and for so long as, in the opinion of the Designated Official, the Wilwalk Trail is unsafe for public use. Any Party exercising rights or obligations pursuant to Section 3.2 or Article 5 shall: (a) be responsible for ~~preventing accidents and~~ undertaking all **reasonable** measures to **prevent accidents and** ensure the safety of all persons in the vicinity of Wilwalk Trail and the Trail Improvements during construction, maintenance or other activities usual, customary or incidental thereto, including those engaged in the construction or maintenance of the Trail Improvements and members of the general public; and (b) shall comply with all laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety applicable to the construction or maintenance of the Trail Improvements, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with all safety standards established during the progress of the construction or maintenance of the Trail Improvements.

7. Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated pursuant to Article 8.

8. Termination. This Agreement may be terminated by any Party in the event of the breach of any material obligation of a non-terminating Party. This Agreement may be terminated by either Norwalk or Wilton, as it relates to the portion of the Wilwalk Trail within the Municipality's borders, if Friends fails to maintain the portion of the Wilwalk Trail within the Municipality's borders in accordance with the Maintenance Program. **Prior to such termination becoming effective, any Party found to be in breach shall have a thirty (30) cure period following its receipt of written notification of such breach. In the event such breach is not cured within this time frame, termination of this Agreement shall be effective upon the expiration of such thirty-day cure period.**

Norwalk or Wilton may terminate this Agreement upon termination of the Norwalk State Lease or the Wilton State Lease, as applicable, **and such** termination of this Agreement shall be effective upon the receipt of the notice of termination by the non-terminating Party or Parties.

9. Indemnification.

Friends agrees to indemnify, defend, and save harmless Norwalk and Wilton (each, an "Indemnified Party"), and the Indemnified Party's elected and appointed officials, directors, officers, agents and employees from and against any and all liabilities; obligations; damages; penalties; claims; losses; costs and expenses, including reasonable attorneys' fees, arising out of, in connection with, or related to the failure of the Indemnifying Party to fulfill the Indemnifying Party's obligations under this Agreement either by way of omission or commission, including, without limitation, with respect to obligations regarding construction and maintenance of the Wilwalk Trail and the Trail Improvements. The responsibility of Friends shall extend to the actions and omissions of its agents, contractors, subcontractors, employees and volunteers. Friends hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings described herein. The obligation of Friends under this Article 9 shall be limited to the amounts of insurance coverage described in Exhibit A or the amounts of insurance coverage carried by Friends, whichever is greater. The provisions of this Article 9 shall survive the termination of this Agreement, **and** shall be separate and independent of any other provision of this Agreement.

10. Insurance.

Friends shall, either on its own account, or by arrangement with Wilton, obtain and maintain the insurance coverage described in Exhibit A for the duration of this Agreement. Wilton and Norwalk shall each maintain their customary insurance coverages for the duration of this Agreement. The insurance and additional insurance requirements stated herein shall be separate and independent of any other requirement or provision of this Agreement. The Parties shall not authorize or permit any actions by their respective volunteers, employees, agents, contractors or subcontractors, as the case may be, on or impacting the Wilwalk Trail and Trail Improvements which are or may be contrary to law; which will invalidate or be in conflict with any policy of insurance at any time carried with respect to the Wilwalk Trail and Trail Improvements; or which might subject another Party to any liability for personal injury, property damage, penalty, fine, or other financial loss or expense.

11. General Provisions.

11.1. Successors. To the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

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

If to Norwalk: City of Norwalk
 Attn: Chief of Operations and
 Public Works
 125 East Avenue, 2nd Floor
 Norwalk, CT 06851

with copy to: Law Department
 Attn: Corporation Counsel
 125 East Avenue, 2nd Floor
 Norwalk, CT 06851

If to Wilton: Town of Wilton
 Attn: Director of Public Works
 238 Danbury Road
 Wilton, CT 06897

If to Friends: Friends Of The Norwalk River Valley Trail, Inc.
 Attn: Executive Director
 115 Nod Hill Road
 Ridgefield, CT 06877

11.3. Entire Agreement. This Agreement, together with all exhibits and/or schedule hereto, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements among the Parties or their predecessors in interest with respect to all or any part of the subject matter hereof. Notwithstanding, the Parties agree that the Funding Agreement shall remain in full force and effect except to the extent that the Funding Agreement is expressly contradicted by this Agreement.

11.4. Severability. The provisions of this Agreement are severable, and, if any one or more provisions may be determined to be judicially unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provision, to the extent enforceable, in any jurisdiction, shall nevertheless be binding and enforceable if and to the extent that the economic and legal substance of the transactions contemplated is not materially adversely affected in any matter as to any party and shall be construed and enforced so as to effectuate the intent of the entire Agreement, including the wholly or partially unenforceable provision, to the maximum extent legally permissible.

11.5. Amendments. Any amendments to this Agreement shall be effective only when duly executed by all of the Parties.

11.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

11.7. Assignment of Agreement. No Party may assign or transfer its rights or obligations under this Agreement without first obtaining the prior written consent of the other Parties, which consent may be granted or withheld in the sole and absolute discretion of the applicable Party.

11.8. Survival. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the dates indicated below.

CITY OF NORWALK

By: _____
Harry W. Rilling,
Its Mayor

Date Signed: _____

TOWN OF WILTON

By: _____
Lynne A. Venderslice,
Its First Selectwoman

Date Signed: _____

**FRIENDS OF THE NORWALK RIVER
VALLEY TRAIL, INC.**

By: _____
Charlie Taney,
Its Executive Director

Date Signed: _____

{Signature Page to Cooperation Agreement}

EXHIBIT A

INSURANCE REQUIREMENTS

Workers' Compensation Insurance: Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

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

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

Umbrella/Excess Liability: The insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

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

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

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

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

Additional Insured: The liability insurance coverage, except Workers' Compensation, if

included, required by this Agreement shall include the Municipalities as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: Friends hereby waives the right to subrogate or seek recovery from the Municipalities and their insurance carriers.

AGENDAFEBRUARY 11TH 2021CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
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MOTOR VEHICLE

ACAR LEASING LTD	19-MV-SEE ATTACHED	\$1,687.77	PRORATION
ACAR LEASING LTD	19-MV-300748	\$590.98	PRORATION
ALFARO-RODRIGUEZ LAURA MARCELA	19-MV-301722	\$18.99	PRORATION
BARAJAS JOSE LUIS G	19-MV-304638	\$33.06	PRORATION
BARNARD ANDREW R	19-MV-304749	\$74.01	PRORATION
BERGER LAYLA ANN	19-MV-305839	\$89.19	PRORATION
CAB EAST LLC	17-18-MV SEE ATTACHED	\$1,719.82	PRORATION
CAB EAST LLC	19-MV-SEE ATTACHED	\$9,265.19	PRORATION
CAB EAST LLC	19-MV-SEE ATTACHED	\$4,269.99	PRORATION
CAB EAST LLC	19-MV-308930	\$29.05	PRORATION
	19-MV-308933	\$29.38	PRORATION
CCAP AUTO LEASE LTD	19-MV-311339	\$256.43	PRORATION
	19-MV-311699	\$516.87	PRORATION
CAREY STEVEN F	19-MV-401680	\$97.60	PRORATION
DAIMLER TRUST	19-MV-315975	\$482.69	PRORATION
DAIMLER TRUST	19-MV-315783	\$411.14	PRORATION
DAIMLER TRUST	18-MV-315652	\$505.51	PRORATION
DAIMLER TRUST	19-MV-315790	\$109.22	PRORATION
EARL KESHON D	19-MV-319904	\$61.71	PRORATION
EARTH TURF LLC	18-MV-404352	\$92.05	PRORATION
	19-MV-319982	\$70.70	PRORATION
ELITE LIMOUSINE SERVICE INC	19-MV-SEE ATTACHED	\$4,407.60	PRORATION
GUERRA MARCELA GIANINA	19-MV-328323	\$156.56	PRORATION

AGENDA**FEBRUARY 11TH 2021****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
HONDA LEASE TRUST	19-MV-331265 \$306.68	PRORATION
	19-MV-331660 \$286.61	PRORATION
HONDA LEASE TRUST	19-MV-331198 \$262.39	PRORATION
	19-MV-331255 \$253.22	PRORATION
	19-MV-331426 \$37.15	PRORATION
	19-MV-331473 \$129.85	PRORATION
HONDA LEASE TRUST	19-MV-331029 \$106.62	PRORATION
	19-MV-331290 \$133.08	PRORATION
	19-MV-331551 \$120.74	PRORATION
HYUNDAI LEASE TITLING TRUST	19-MV-331029 \$106.62	PRORATION
	19-MV-331290 \$133.08	PRORATION
	19-MV-331551 \$120.74	PRORATION
JEAN JOSEPH JUSTIN	19-MV-318875 \$48.38	PRORATION
JP MORGAN CHASE BANK NA	19-MV-335491 \$42.20	PRORATION
JP MORGAN CHASE BANK NA	19-MV-335103 \$322.88	PRORATION
	19-MV-335490 \$342.23	PRORATION
	19-MV-335530 \$247.23	PRORATION
	19-MV-335731 \$399.32	PRORATION
JP MORGAN CHASE BANK NA	19-MV-335165 \$325.19	PRORATION
LANGHORNE RAY A	19-MV-338817 \$157.79	PRORATION
LEITH ARLINE M	19-MV-339191 \$11.54	PRORATION
LOS YURIY	19-MV-340995 \$30.50	PRORATION
	19-MV-335490 \$54.90	PRORATION
MCGRATH BRENT DANIEL	19-MV-343773 \$126.45	PRORATION

AGENDA**FEBRUARY 11TH 2021****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
MCDONALD CORY BRANDON	18-MV-800900 \$37.96	PRORATION
	19-MV-800630 \$11.63	PRORATION
MILLER STEPHEN	19-MV-345720 \$96.03	PRORATION
MINNICH RICHARD	19-MV-345814 \$143.56	PRORATION
NISSAN INFINITI LT	19-MV-348989 \$171.76	PRORATION
	19-MV-348931 \$67.27	PRORATION
PACHECO MARCELO	19-MV-351019 \$37.69	PRORATION
	19-MV-351020 \$17.11	PRORATION
PORSCHE LEASING LTD	19-MV-353988 \$55.13	PRORATION
SESMER BARRIE	19-MV-361501 \$7.00	PRORATION
	19-MV-361502 \$27.57	PRORATION
SESMER LAWRENCE	19-MV-361504 \$24.74	PRORATION
	19-MV-361505 \$31.76	PRORATION
TOYOTA LEASE TRUST	19-MV-367240 \$566.57	PRORATION
	19-MV-367356 \$499.28	PRORATION
	19-MV-414086 \$251.86	PRORATION
	19-MV-367493 \$201.77	PRORATION
TOYOTA LEASE TRUST	19-MV-367182 \$183.87	PRORATION
	19-MV-366930 \$142.88	PRORATION
	19-MV-367313 \$36.07	PRORATION
VASQUEZ GERVIN YOVANY	19-MV-369816 \$12.70	PRORATION
VAULT TRUST	19-MV-369924 \$349.04	PRORATION
VCFS AUTO LEASING CO	19-MV-370270 \$213.23	PRORATION

AGENDA

FEBRUARY 11TH 2021

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:

BILL No & AMOUNT REFUNDED

REASON

REAL ESTATE

CORELOGIC TAX SERVICE
47 FAIRFIELD AVE UNIT D
2-27-20-D

19-RE-118542 \$2,427.79

DUP/OVER PYMT

DEWEY PATRICK &
LAGANA-DEWEY LORNA
14 LAGANA LANE
5-59-48-0

19-RE-114922 \$3,923.81

DUP/OVER PYMT

MARTINEZ ANA ISABEL
97 WEST NORWALK RD #21
5-62-214-21

18-RE-119060 \$3,396.9

OVER PAID ACCT ESROW

SPECIAL REQUEST

INDIAN HILL RE LLC
284 NEW CANAAN AVE
5-46-76-0

18-RE-112930 \$69,133.80

COURT STIP/

19-RE-112941 \$29,470.72

TAX APPEAL

		ACAR LEASING LTD	
BILL #	PLATE #	VIN#	AMOUNT
19-300330	AG02230	1GNKVGKD6GJ242273	\$ 37.07
19-300346	AG27944	3GYFNEE35GS542851	\$ 464.16
19-300447	AH04972	1GNKVGKD6HJ187289	\$ 327.35
19-300609	AG30091	2GKFLUE33H6135489	\$ 114.45
19-300684	AN53214	3GKALVEV6JL294624	\$ 248.32
19-300788	AH76608	1GCVKSEC6HZ214562	\$ 290.88
19-300836	AG74012	3GNCJRSB2HL146662	\$ 205.54
TOTAL			1,687.77

CAB EAST LLC

BILL	PLATE	VIN #	AMOUNT
17-308409	3ARHH0	1FTFW1ET3EKF67705	\$631.94
18-308539	3ARHH0	1FTFW1ET3EKF67705	\$540.92
18-308561	124ZCH	2FMPK4J89GBC48871	\$405.19
18-308954	AJ05360	1FMCU9GDXHRD14723	\$33.44
18-401866	AE92216	1FMCU9J92GUC48977	\$180.33
TOTAL			1,791.82

CAB EAST LLC

BILL #	PLATE #	VIN#	AMOUNT
18-308541	423ZZM	1FADP3N29GL248397	\$ 51.25
19-308701	423ZZM	1FADP3N29GL248397	\$ 286.60
18-401833	AG75121	3FA6P0LU4KR125855	\$ 144.71
18-401952	AD77459	1FM5K8D86KGB00267	\$ 310.93
19-308596	C102543	1FADP3H22HL218235	\$ 232.55
19-308611	AH95824	3FA6P0PU4HR303735	\$ 114.39
19-308619	AG95437	1FAHP2H87GG149761	\$ 289.25
19-308626	AH12214	1FMCU9GD0HUC58260	\$ 233.37
19-308627	8808CZ	2FMPK4AP7GBC39318	\$ 357.49
19-308628	AM50152	1FMCU9GDJUA93548	\$ 268.10
19-308641	AU28713	2LMPJ9JP3KBL25125	\$ 1,088.84
19-308649	AJ50173	1FMCU9GD1HUC70935	\$ 116.49
19-308675	407YDZ	1LN6L9NC5H5607059	\$ 657.73
19-308680	AG95444	2FMPK4J88GBC39319	\$ 326.19
19-308700	AG95402	1FTEW1EG4GFC53717	\$ 447.21
19-308702	AP12034	3FA6P0H77HR227999	\$ 238.48
19-308719	AH51557	1FMCU9GD9HUC17089	\$ 203.96
19-308724	AG11447	1FMCU9GD4HUA17754	\$ 291.43
19-308740	AF52314	1FADP3F27GL381318	\$ 219.40
19-308748	C103159	1FTEW1EF1HFB38341	\$ 172.67
19-308764	AT21273	1FM5K8GT0HGB53670	\$ 450.40
19-308783	AK19581	2LMPJ8LR8HBL37028	\$ 151.55
19-308809	AG22944	1FADP5CUXGL116975	\$ 242.28
19-308810	119TVU	3FA6P0HD4HR118535	\$ 84.16
19-308812	1932CY	1FMCU9GD2HUC58275	\$ 203.96
19-308814	AF19008	1FM5K8DH1GGC00638	\$ 476.84
19-308815	AH51597	1FM5K8GT4HGC02126	\$ 393.67
19-308830	AH51578	1FM5K8D83HGB86159	\$ 143.44
19-308865	5AWAS5	3FA6P0T96HR332039	\$ 125.18
19-308866	AK22564	5LMJJ3LTOHEL04459	\$ 157.63
19-308872	AF52257	1FMCU9GD3HUA35470	\$ 349.86
19-308885	AG66882	3FA6P0SU4HR136509	\$ 255.01
19-308886	AG95397	1FADP5AU3GL119946	\$ 180.17

\$ 9,265.19

CAB EAST LLC

BILL #	PLATE #	VIN#	AMOUNT
19-308887	AH64856	3FA6P0PU3HR256309	\$ 85.86
19-30888	AH17231	1FM5K8D82HGB67957	\$ 382.67
19-308950	AF52266	1FMCU9G99HUB25556	\$ 210.80
19-308952	AH64883	2FMPK4J85HBB08172	\$ 163.79
19-308956	309YPY	1FMCU9J96HUD55953	\$ 144.47
19-308962	AF79894	2FMPK4G91GBC19431	\$ 359.43
19-308968	UU297	2FMPK4J94HBB24923	\$ 122.17
19-308972	314YYW	1FMCU9J98HUC70936	\$ 108.47
19-308975	1AHEJ7	1FMCU9G96HUC17045	\$ 180.78
19-308976	AH12292	1FMCU9GD5HUC70940	\$ 203.96
19-308979	0ANUH5	1FM5K8D84HGC98307	\$ 95.80
19-308985	1AWPD1	1FTEW1EP3JFD66145	\$ 176.25
19-308996	756ZZX	1FMCU9GD7HUB34387	\$ 233.37
19-308999	803ZPY	1FMCU9GD9HUC92116	\$ 233.37
19-309005	AJ50171	1FMCU9GD9HUC70934	\$ 87.47
19-309010	AF18383	3FA6P0LU6KR125954	\$ 35.88
19-309012	3ADUX9	1FMCU9JD3HUB34394	\$ 387.14
19-309013	281YNY	2FMPK4K83GBC55524	\$ 414.12
19-309015	AU69273	1FMCU9GD4HUB33875	\$ 87.47
19-309035	540YWH	1FADP3H20HL321802	\$ 69.79
19-309071	AG63577	1FMCU9GD6HUB34090	\$ 262.39
19-309073	AK59167	1FM5K8DHXHGC98070	\$ 95.47
19-309086	AJ29951	3LN6L5F92HR605164	\$ 129.07
			\$ 4,269.99

ELITE LIMO

BILL #	PLATE #	VIN#	AMOUNT
19-320506	L00016L	1GNSKHKC4JR324761	\$ 450.10
19-320507	L00050L	2C3CCAKG1JH224898	\$ 199.77
19-320508	L8120L	1GNSKHKC2JR305125	\$ 450.10
19-320511	Z00425Z	1LN6L9HK6H5606294	\$ 227.48
19-320515	L00466L	2LMHJ5NK7HBL01432	\$ 187.37
19-320516	Z00472Z	1GKS2FKC9HR336139	\$ 383.38
19-320519	L8415L	1GNSKHKC5KR193096	\$ 516.03
19-320520	Z00611Z	2LMHJ5NK5JBL02634	\$ 291.13
19-320521	Z2939Z	2C3CCARG3HH580351	\$ 174.06
19-320524	L3552L	1FTSS3ELOBDA04326	\$ 108.44
19-320527	L6413L	1GNSKHKC6KR202856	\$ 430.38
19-320529	L7259L	2C3CCAKG4JH151848	\$ 199.77
19-320534	L00074L	2LMHJ5NK8HBL00208	\$ 187.37
19-320533	Z00047Z	2LMHJ5NK5HBL00117	\$ 187.37
19-320535	Z000110Z	2LMHJ5NK5HBL01459	\$ 187.37
19320538	L8440L	1LN6L9HK7H5609589	\$ 227.48

\$ 4,407.60



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

P: 203-854-7731 / F: 203-854-7770

125 East Avenue Room 105
Norwalk, Connecticut 06851
www.norwalkct.org

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: February 8, 2021
Re: Narrative for January 2021 Tax Collector's Report

As of the end of January, 2021, seven months through the fiscal year that began on July 1, we had collected nearly \$311 million, or **88.39%** of our now \$351 million adjusted current tax levy on the 2019 grand list, up about 30% since the end of December 2020. As of the end of January 2021, we also collected more than \$14.8 million of our sewer use levy, or **87.69%**. We also collected 81.52% of the year's IPP (Industrial Pretreatment Program) fee on behalf of the Water Pollution Control Authority.

Compared with the prior fiscal year, we ended January slightly behind with regard to taxes (-3.62%), sewer use collections (-4.68%), and the IPP fee (-0.78%). The drop is likely due to the extended grace period, the effects of COVID 19 in general, and the fact that in 2020 we issued delinquent (demand) notices at the very end of October, whereas in 2019 and prior years, they were sent earlier.

With regard to prior years' collections, through January, 2021 we showed a net collection of nearly \$2.8 million in back taxes, interest, lien fees and other fees. This amount is about \$238,000 less than what we collected during the same time period in the prior fiscal year. Note also that these figures are net, meaning we lose some prior year revenue due to settlements of court cases initiated by taxpayers who appealed their tax assessments.

Regarding our tax sale, through January 15, 2021, we collected in excess of \$3.4 million since November 2019 on properties originally slated for sale in July 2020. The sale was put on hold in the spring of 2020 due to COVID 19. Since then, the state lifted the prohibitions on tax sales, and I rescheduled the sale to July 19, 2021. 92 of the accounts we began working on in November 2019 have been paid in full. The extended grace period for the January 1, 2021 current tax installment has made working on the sale more challenging, but we do intend to hold a tax sale, even if more modest in scope, in July 2021. Our budgeted collection goals for both this current fiscal year and for the fiscal year ending 2022, are predicated on the infusion of that revenue.

The current tax collection period is ongoing. Most Norwalk taxpayers have until Thursday, April 1, 2021 to pay their second installment without interest. On December 16, well after our bills were already at the printer and ready for mailing, the state authorized municipalities to once again offer the same extended grace period that was offered in the summer of 2020, due to COVID 19. In accordance with the recommendation of Mayor Harry Rilling and the vote taken by the Common Council in March 2020, the grace period for the second installment payment is extended an additional two months; instead of February 1 being the last day to pay, most taxpayers will have until April 1, 2021.

There are two restrictions. First, if taxes are paid by an escrow agent, the escrow agent was not eligible for the extension. Second, if the taxes are levied on a rental property, the landlord must exercise "similar forbearance" to tenants or the extension may be revoked. Our bills were printed with a pay-by date of February 1, 2021, but we continue to attempt to publicize the extension through signage, our website, press releases, published legal notices, advertising, and other means.

In our division, we are still adhering to COVID 19 related directives. Tax collecting is different from many other types of municipal work, in that the nature of our work, security issues, and proper cash management and internal control procedures preclude us from performing many functions off site. There are some things that can be done from home, but many things cannot. The split shift directive means that at any given time, only half our staff is on site. We are challenged to keep up to date during a collection period, when normally we would have had eight fulltime employees in the office working 37.5 hours a week plus overtime. We also still have one vacancy.

Because of this, we adjusted our in-person hours, and take in-person customers from 9 am to 1 pm only, Monday through Friday, with no appointment needed. Taxpayers go to the security desk; present identification for contact tracing purposes; get their temperature checked; and then proceed to our office. We have at most two stations open, due to physical distancing. Building Management and security are in charge of the procedures at the security desk. Taxpayers are required to wear a mask that covers their nose and mouth, and to maintain proper physical distance.

Taxpayers have numerous options and can pay their property taxes by mail, over the telephone, online, or in person. Information is available on the tax collector's home page, www.norwalkct.org/taxcollector. When paying online, taxpayers may use an electronic check (ACH payment), or a debit, credit or ATM card. The cost of an electronic check is only \$0.95. We are encouraging taxpayers to consider using this as a convenient, cost effective and safe alternative that avoids the delays inherent in mailing payment, and allows for a contact-less transaction.

Email remains the best way to communicate with us when we are not in the building. Although we are open for in-person transactions only until 1 pm, we are all working a full day, from 8:30 am – 4:30 pm., whether on site or remotely. We consider ourselves 'essential' in terms of both function and service, and will continue to update our operations to deal with changing circumstances.

**TAX COLLECTOR'S REPORT
JANUARY 2021**

FISCAL YEAR 2020-2021 (2019 GRAND LIST)	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 20 - JAN 21	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$20,760,190.24	\$18,662,572.55	89.90%	\$20,464,535.38	(\$295,654.86)	91.19%
AUTOMOBILE-SUPPLEMENTAL	\$2,974,458.75	\$1,671,231.30	56.19%	\$2,984,916.83	\$10,458.08	55.99%
PERSONAL PROPERTY	\$20,000,411.00	\$14,526,730.80	72.63%	\$20,041,073.66	\$40,662.66	72.48%
REAL ESTATE	\$310,928,205.46	\$276,053,208.47	88.78%	\$308,271,540.47	(\$2,656,664.99)	89.55%
TOTAL TAX	\$354,663,265.45	\$310,913,743.12	87.66%	\$351,762,066.34	(\$2,901,199.11)	88.39%
SEWER USE	\$16,883,967.00	\$14,804,878.76	87.69%	\$16,883,034.84	(\$932.16)	87.69%
IPP FEE	\$200,500.00	\$164,061.83	81.83%	\$201,249.78	\$749.78	81.52%

FISCAL YEAR 2019-2020 (2018 GRAND LIST)	ORIGINAL LEVY	JUN 19 - JAN 20				
AUTOMOBILE-REGULAR	\$20,298,846.95	\$18,172,056.57	89.52%	\$19,920,040.40	(\$378,806.55)	91.22%
AUTOMOBILE-SUPPLEMENTAL	\$3,411,633.59	\$2,326,805.12	68.20%	\$3,407,950.99	(\$3,682.60)	68.28%
PERSONAL PROPERTY	\$18,801,474.70	\$12,857,131.64	68.38%	\$18,797,493.28	(\$3,981.42)	68.40%
REAL ESTATE	\$292,523,761.66	\$273,663,181.02	93.55%	\$291,571,539.80	(\$954,221.86)	93.86%
TOTAL TAX	\$335,037,716.90	\$307,019,174.35	91.64%	\$333,697,024.47	(\$1,340,692.43)	92.01%
SEWER USE	\$16,686,428.00	\$15,319,414.66	91.81%	\$16,585,006.00	(\$101,422.00)	92.37%
IPP FEE	\$203,250.00	\$171,795.79	84.52%	\$208,750.00	\$5,500.00	82.30%

TAX DIFFERENCE 2019 G.L. vs. 2018 G.L. INCREASE/(DECREASE)	\$19,625,548.55	\$3,894,568.77	-3.97%	\$18,065,041.87	(\$1,560,506.68)	-3.62%
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SEWER DIFFERENCE 2019 G.L. vs. 2018 G.L. INCREASE/(DECREASE)	\$197,539.00	(\$514,535.90)	-4.12%	\$298,028.84	\$100,489.84	-4.68%
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IPP DIFFERENCE 2019 G.L. vs. 2018 G.L. INCREASE/(DECREASE)	(\$2,750.00)	(\$7,733.96)	-2.70%	(\$7,500.22)	(\$4,750.22)	-0.78%
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BACK TAXES COLLECTED	FISCAL YR 2020-2021 (JUL 20 - JAN 21)	FISCAL YR 2019-2020 (JUL 19 - JAN 20)	CUR YR vs. PRIOR YR INC/(DEC)
PRIOR TAXES	\$1,341,224.91	\$1,314,957.27	\$26,267.64
PRIOR SEWER USE FEE	\$120,657.49	\$117,790.96	\$2,866.53
PRIOR IPP FEE	\$7,873.07	\$9,479.88	(\$1,606.81)
TOTAL PRIOR TAX, SEWER & IPP	\$1,469,755.47	\$1,442,228.11	\$27,527.36
CURRENT INTEREST	\$552,569.89	\$441,421.61	\$111,148.28
PRIOR INTEREST	\$628,046.40	\$512,273.06	\$115,773.34
SEWER USE FEE INTEREST	\$42,551.84	\$58,067.91	(\$15,516.07)
IPP FEE INTEREST	\$4,207.80	\$4,726.46	(\$518.66)
TOTAL INTEREST COLLECTED	\$1,227,375.93	\$1,016,489.04	\$210,886.89
PRIOR LIEN FEE	\$9,868.36	\$10,166.84	(\$298.48)
CURRENT LIEN FEE	\$0.00	\$0.00	\$0.00
TOTAL LIEN FEE COLLECTED	\$9,868.36	\$10,166.84	(\$298.48)
MISC FEES COLLECTED**	\$80,777.73	\$80,611.52	\$166.21
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$2,787,777.49	\$2,549,495.51	\$238,281.98

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION & SUSPENSE TRANSFERS

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



CITY OF NORWALK

Department of Information Technology

To: Members of the Finance Committee

From: Karen Del Vecchio, Interim Director IT

Subject: Managed Network Services/Municipal Area Network for City, Library & Board of Education; Project 363, Extension Option Execution

Re: Date: February 4, 2021

In 2016, the City, Library, and Board of Education jointly entered into a 5 year agreement with two optional 2-year extensions with Advanced Corporate Networking to lease a pro-actively managed Municipal Area Network (MAN) which connects City Hall, Health Department, Police Headquarters and Marine Base, Public Works locations, all Fire Stations, the City Libraries, the Central Office and all 21 public schools with high speed fiber-optic communications. Advanced Corporate Networking, a Connecticut Small/Minority Business Enterprise, was selected through a public RFP (Project #363) for these services.

The Library and Board of Education portions of the MAN project are eligible for Universal Service Fund (E-Rate) funding, which offsets approximately 80% of the MAN costs for the Board of Education and Library.

In 2015, the City executed a Memorandum of Agreement (MOA) with the Norwalk Transit District for integration of the Transit District onto the City portion of the MAN for the length of the MAN agreement. Access to the MAN allows the Transit District access to the City's numerous traffic camera feeds and other authorized key traffic maintenance information maintained by the City's Department of Public Works, as well as cost-efficient video surveillance of the Pulse Point site. In consideration of this access, the Transit District pays the City an annual sum for its use of the network.

The MAN is the communication backbone for the City, the Libraries, and the Board of Education. Over the years, this enabling technology has allowed the City, Library, and Board of Education to deploy a host of technology applications and solutions, including unified Voice over IP telephony, shared services like email and internet, GIS, public safety communications, surveillance and traffic camera video, disaster recovery/backup, and a host of academic applications, which were not possible without high speed data transmission capability.

The City and Board of Education have been pleased with the level of proactive support received from Advanced Corporate Networking and have developed a very positive working relationship. In 5 years, the MAN has had 100% uptime with no unplanned outages and no unauthorized access or breach.

In advance of the expiration of the MAN agreement, in November 2020, both City and Board of Education IT discussed the options of exercising either a 2 year or 4 year extension or drafting an RFP for a new service provider. Given the high level of satisfaction with the current provider AND the resource constraints for both departments with supporting distance learning and remote workforce during the Covid-19 pandemic, it was determined that neither IT department was in a position to take on a bid project of this magnitude. Nor was it deemed feasible or prudent at this time of increased dependence on remote learning and work-from-home to completely dismantle and reconstruct the entire school and city network infrastructure. The Board of Ed and Library costs will continue to be E-Rate reimbursable under the extended Agreement.

The City was able to negotiate with the vendor a favorable reduction on the two new additional fiber locations, Calf Pasture Beach and Veteran's Park, which are being partially funded by a FEMA grant. As a result of negotiations, the City will realize a 20% savings on the new sites' services which will be coterminous with the 48 month Agreement.

The MAN 4 year extension option exercise was reviewed and approved by the ITT Committee which includes representation from the Board of Education and the Library at its February 3, 2021 TEAMS meeting.

The actions requested are:

1a) 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 21122253-730-II.

1b) 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.

And forward onto the Common Council for further action.



CITY OF NORWALK
Department of Information Technology

To: Members of the Finance Committee

From: Karen Del Vecchio, Interim Director IT

Re: Metropolitan Area Network Extension to the Shore Area

Date: February 3, 2021

In April of 2020, the City of Norwalk applied for the 2020 Department of Homeland Security Port Security/FEMA Grant which focuses on transportation infrastructure security. The purpose of this grant is to help strengthen the Nation's critical infrastructure against potential terrorist attacks. The Grant provides 75% of the requested project cost with a required 25% match from the municipality.

Included in the larger Norwalk request for harbor security projects was a joint project from City IT and Norwalk Police for \$286,034.00 for *Security Camera & Fiber Optic Network Extension at Norwalk Harbor*. The purpose of this project is to install a network of surveillance security cameras in the Norwalk harbor and beach areas in order to improve Norwalk's transportation infrastructure security and enhance the protection of soft targets and crowded places. To support the security camera network in a secure and controlled manner and have effective video throughput, Norwalk would need to extend its existing Metropolitan Area Network (MAN) fiber optic network to the Norwalk harbor and shore area.

In August, Norwalk was notified that The *Security Camera & Fiber Optic Network Extension to Norwalk Harbor* request was fully funded at \$214,525.00, or 75% of the project cost. Norwalk's 25% cost-share of the project has been authorized by the Board of Estimate and Taxation at its November, 2020 meeting.

The City's current Municipal Area Network managed fiber network services provider is Advanced Corporate Networking, d/b/a Digital Back Office, or DBO. DBO won this Municipal Area Network services award in May of 2016 based on its response to Norwalk City and Board of Education joint RFP project #3633, Municipal Area Network and Support. Integration between the grant-sponsored harbor extension and existing network is essential to providing a high-speed, reliable and secure connection

between the surveillance cameras and Police HQ. DBO has provided superior technical and customer service to the City for the Municipal Area Network with 0 downtime or disruption since the award. Based on DBO's track record and the integration requirement, this is a sole source request.

This Amendment was reviewed and approved by the ITT Committee at its February 3, 2021 meeting.

Action requested:

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)).

And forward onto the Common Council for further action.

Att: Sole Source Request Form

SOLE SOURCE PROCUREMENT REQUEST

Date - 1/31/2021

Please read the Sole Source procurement Policy printed on page 2 before filling out this request. This form is to be used in conjunction with the Procurement Request Form.

Briefly describe the scope of services or equipment needed. Attach a Procurement Request Form and complete specifications.

This purchase qualifies as a Sole Source procurement for the following reason(s):

- ☒ The compatibility of equipment is of paramount consideration.
- ☐ The compatibility of accessories, replacement parts is of paramount consideration.
- ☐ The sole supplier's item is needed for trial use or testing.
- ☐ The sole supplier's item is to be produced for resale or donation.
- ☐ A Public utility service
- ☐ Other, please explain -

Outline any research you did in determining that this vendor is the only one able to supply this item or service. Be specific as to names and addresses of firms or people contacted. Attach supportive documentation.

The fiber services installation at the beach/harbor area need to be completely integrated with the fiber network, currently managed by Digital Back Office under contract with the City in order to provide the video feeds from the surveillance cameras to Police dispatch center. The fiber services installation and monthly monitoring cost is being partially funded by a FEMA grant with a 36 month timeframe which started September 2020.

Karen Del Vecchio

Department Head's Signature

The Purchasing Agent

Corporation Council

☒ Supports ☐ Does not support ☐ Supports ☐ Does not support

This request for a sole source purchase

Signature

Signature

SOLE SOURCE PROCUREMENT

Definition.

A proprietary vendor or sole source, as generally understood is one whose product is the only one which will meet a particular need.

A contract may be awarded for a supply, service, or construction item without competition when the Purchasing Agent, and Corporation Counsel or a designee of either office determines in writing that there is only one source for the require supply, service or construction item.

Application.

The provisions of this Regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Policy on Emergency Procurements.

Conditions for Use of Sole Source Procurements.

Sole source procurements is not permissible unless a requirement is available from only a single supplier. A requirement for a particular proprietary item does not justify a sole source procurement if there is more than one potential bidder or offeror for that item. The following are examples of circumstances which could necessitate sole source procurement:

- (a) where the compatibility of equipment, accessories, or replacement parts is of paramount consideration ;
- (b) where the sole supplier's item is needed for trial use or testing;
- (c) where the sole supplier's item is to be produced for resale or donation.
- (d) where public utility services are to be used.

The determination as to whether a procurement shall be made as a sole source is to be made by the Purchasing Agent, based on written justification put forward by the requesting Department. Such determination and the basis thereof are to be in writing. The Agent may specify the application of such determination and the duration if its effectiveness.

The Purchasing Agent's determination is to be reviewed by Corporation Council and, if over \$3,000.00, approved by the Common Council.

In cases of reasonable doubt, competition should be solicited. Any request by a Department that a procurement be restricted to one potential contractor shall be accompanied by an explanation as to why no other will be suitable or acceptable to meet the need.

Negotiation In Sole Source Procurement.

The Purchasing Agent will conduct negotiations, as appropriate, as to price, delivery, and terms.

**Recommended FY 2021 – 2022 Operating Budget
Maximum Limit on Total Appropriations
Pursuant to Section 1-289 of the City Charter**

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.

APPROPRIATIONS

DEPARTMENT	Recommended Budget FY 2021-22
Education	212,584,247
Debt Service	36,925,620
Contingency	1,500,000
Community Service	9,769,752
Pension Plans	15,362,160
Employee Benefits	34,998,312
Public Works	20,020,715
Finance	7,019,874
Recreation & Parks	4,804,268
Human Resources & Personnel	712,804
Chief of Staff	820,368
Corporation Counsel	1,415,277
Town Clerk	677,640
Mayor	178,548
Legislative	17,208
Registrar of Voters	571,637
Fire Department	20,418,141
Organizational Memberships	84,000
Economic & Community Development	4,710,948
Police Department	27,164,506
Grants	843,167
GRAND TOTAL	400,599,192

TAX RATES

	First Downtown	Second South Norwalk	Third East Norwalk	Fourth Sewered Main	Fifth No Garbage (Main)	Sixth	Tenth Motor Vehicle
Fifth	21.8315	21.8315	21.8315	21.8315	21.8315	21.8315	
Fire	2.6394	2.6394	2.6394	2.6394	2.6394		
Garbage	0.4474	0.4474	0.4474	0.4474			
Lighting				0.0854	0.0854		
Sixth Dist						1.2128	
Motor Vehicle							30.9336
TOTAL	24.918	24.918	24.918	25.004	24.556	23.044	30.934

Memorandum

February 12, 2021

**To: Common Council
Planning Committee
Stewart Gordon, WSP**

From: Steve Kleppin, Planning & Zoning Director



Re: Extension of Master Service Agreements
1. DeCarlo & Doll, Architectural/Planning Peer Review
2. WSP, Traffic Peer Review Services

The City presently has Master Service Agreements for traffic and architectural/planning peer review services to assist the Zoning Commission in more complex applications. The contracts for the previously approved firms have expired. We have recently chosen firms to conduct those services for the Commission going forward and I intend to present them for your approval in March. Two of the prior firms were selected to continue in their present roles and since we have new applications in front of the Commission that require peer review services, I would like to get the contracts for both WSP USA and DeCarlo & Doll extended until the new contracts are signed.

Common Council Actions:

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.

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.

END