

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

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at

norwalkct.org/meetings



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I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: January 11, 2022

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: Barbara McCabe, Bike Walk Commission

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Potential Executive Session to discuss Legal Memorandum, File No. WD- 50400-0153 of Assistant Corporation Counsel, Darin L. Callahan dated December 29, 2021, RE: Land acquisition
EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter an Agreement with Greenwich Kennel Club/Longshore Southport Kennel Club for the use of Taylor Farm Park and immediate surrounding grounds for their 88th Greenwich Kennel Club/Longshore Southport Kennel Club AKC Dog Show, obedience, and rally to be held on Saturday, June 11, 2022 from 8:30 AM to 6:30 PM and Sunday, June 12, 2022 from 8:30 AM to 6:30 PM. Set-up to begin Wednesday, June 8, 2022 at 6:00 AM with a tear-down no later than Monday June 13, 2022 at 6:30 PM. Approximate attendance 800 people.
2. Authorize the Mayor, Harry W. Rilling to enter into an agreement Tyrone Martylewski for the lease agreement for Caretaker's Cottage at Cranbury Park for the period of July 1, 2021 to June 30, 2026.
3. Approve the following resolution:

Whereas, pursuant to the Urban Act Program 4-66c, the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

Whereas, it is desirable and in the public interest that the City of Norwalk make an application to the State for \$5 million, in order to undertake the Cranbury Park Renovations and to execute an Assistance Agreement.

Now, therefore, be it resolved by the Common Council of the City of Norwalk;

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by the State of Connecticut, Department of Economic and Community Development, Urban Act Program 4-66c; and
2. That the filing of an application for State financial assistance by the City of Norwalk in an amount not to exceed \$5 million is hereby approved;
3. That Harry W. Rilling, Mayor, City of Norwalk, is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the City of Norwalk.

B. ORDINANCE COMMITTEE

1. Approve the following revisions/amendments to the following City Code sections:
Chapter 45, Article II – Sale and Dispensing of Food and Drink Section 21 – Definitions, Food-Handling Establishment - Sections 45-21.

C. PUBLIC SAFETY AND GENERAL GOVERNMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to apply for and accept grant funds from the Department of Justice under the FY2021 Edward Byrne Memorial Justice Assistance Grant, in the amount of. \$35,428.00
2. 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 FY2021 Edward Byrne Memorial Justice Assistance Grant pursuant to such grant funding.

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. Adopt proposed Norwalk Public Schools' facilities improvement plan for the development of a South Norwalk Elementary School subject to the approval of capital budget funds through Special Appropriation process.

E. FINANCE AND CLAIMS COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: January 13, 2022
2. For informational purposes only: Narrative on Tax Collections Dated: January 13, 2022
3. For informational purposes only: Monthly Tax Collector's Report Dated: December 2022
4. RESOLUTION: Requesting a Special Capital Appropriation in the amount of \$72,000,000 to purchase property and construct a new neighborhood school in South Norwalk to accommodate 682 PreK – 5 students. The special capital appropriation shall be funded through: (a) a reallocation of \$39,114,864 of bond proceeds that were previously issued for Project #0918-5010-5777-C0607 (New Columbus School at Ely Avenue) in the amount of \$17,314,319 and Project #0919-5010-5777-C0618 (Norwalk Global Studies) and Project #0920-5010-5777-C0618 (Norwalk Global Studies) in the amount of \$21,800,545; and (b) the reallocation of \$32,885,136 million of authorized but unissued general obligation bonds or notes of the City from Project #0918-5010-5777-C0607 (New Columbus School at Ely Avenue), Project #0919-5010-5777-C0618 (Norwalk Global Studies) and Project #0920-5010-5777-C0618 (Norwalk Global Studies). The \$32,885,136 of bonds or notes of the City shall be issued in accordance with the provisions and terms set forth in the original bond resolutions that authorized the issuance of bonds or notes of the City for Project #0918-5010-5777-C0607 (New Columbus School at Ely Avenue) and Project #0919-5010-5777-C0618 (Norwalk Global Studies) and Project #0920-5010-5777-C0618 (Norwalk Global Studies).

5. RESOLUTION: Close out of Project #0918-5010-5777-C0607 (New Columbus School at Ely Avenue) and deauthorize \$24,250,000 of authorized but unissued bonds for Project #0918-5010-5777-C0607 (New Columbus School at Ely Avenue).
6. RESOLUTION: Close out of Project #0919-5010-5777-C0618 (Norwalk Global Studies) and Project #0920-5010-5777-C0618 (Norwalk Global Studies) and deauthorize \$12,592,530 of authorized but unissued bonds for Project #0919-5010-5777-C0618 (Norwalk Global Studies) and Project #0920-5010-5777-C0618 (Norwalk Global Studies).

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**JANUARY 11, 2022
VIA TELECONFERENCE**

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

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Mayor Rilling called the meeting to order at 7:30 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. Dixon called the Roll

Council at Large:	Mr. Gregory Burnett	Mr. Joshua Goldstein
	Ms. Dominique Johnson	Ms. Nora Niedzielski Eichner (7:34 p.m.)
	Ms. Barbara Smyth	
District A:	Ms. Nicol Ayers	Mr. David Heuvelman
District B:	Ms. Darlene Young	Ms. Diana Revolus
District C:	Mr. John Kydes	Ms. Jenn McMurrer
District D:	Ms. Heidi Alterman	Mr. Thomas Keegan
District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan

At Roll Call there were fourteen (14) Common Council members present and one (1) absent (Ms. Niedzielski Eichner). A Quorum was present.

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

II. ACCEPTANCE OF MINUTES

Regular Meeting: December 14, 2021

The following corrections were made to the minutes:

Correct the spelling of Ms. McMurrer's first name
Page 7 – add the Common Council committees roster

COMMON COUNCIL COMMITTEES 2021 - 2023

FIRST YEAR

*Tom Livingston, Council President
Barbara Smyth, Majority Leader
Tom Keegan, Minority Leader*

FINANCE & CLAIMS

2nd Thursday: 7:00 p.m., Common Council Chambers

GREG BURNETT, CHAIR
DAVID HEUVELMAN
TOM KEEGAN
JOHN KYDES
JENN McMURRER
NORA NIEDZIELSKI-EICHNER
DIANA REVOLUS

PUBLIC SAFETY & GENERAL GOVERNMENT

4th Thursday: 7:00 p.m., Room 231

JENN McMURRER, CHAIR
HEIDI ALTERMAN
NICOL AYERS
JOSH GOLDSTEIN
DOMINIQUE JOHNSON
TOM KEEGAN
DIANA REVOLUS

LAND USE & BUILDING MANAGEMENT

1st Wednesday: 7:00 p.m., Room 231

TOM LIVINGSTON, CHAIR
HEIDI ALTERMAN
NICOL AYERS
GREG BURNETT
DAVID HEUVELMAN
TOM KEEGAN
BARBARA SMYTH

ORDINANCE

3rd Tuesday: 7:00 p.m., Room 231

LISA SHANAHAN, CHAIR
JOSH GOLDSTEIN
DAVID HEUVELMAN
DOMINIQUE JOHNSON
TOM KEEGAN
TOM LIVINGSTON
NORA NIEDZIELSKI-EICHNER

COMMUNITY SERVICES

3rd Wednesday, 7:00 p.m., Room 123

DOMINIQUE JOHNSON, CHAIR
HEIDI ALTERMAN
NICOL AYERS
GREG BURNETT
TOM KEEGAN
DIANA REVOLUS
BARBARA SMYTH

ECONOMIC AND COMMUNITY DEVELOPMENT

1st Thursday: 7:00 p.m., Room 231

JOHN KYDES, CHAIR
DAVID HEUVELMAN
TOM KEEGAN
TOM LIVINGSTON
LISA SHANAHAN
BARBARA SMYTH
DARLENE YOUNG

PUBLIC WORKS

1st Tuesday: 7:00 p.m., DPW Conf. Room

BARBARA SMYTH, CHAIR
DOMINIQUE JOHNSON
TOM KEEGAN
TOM LIVINGSTON
NORA NIEDZIELSKI-EICHNER
LISA SHANAHAN
DARLENE YOUNG

RECREATION, PARKS & CULTURAL AFFAIRS

2nd Wednesday: 7:00 p.m., Room 231

DARLENE YOUNG, CHAIR
NICOL AYERS
JOSH GOLDSTEIN
TOM KEEGAN
JOHN KYDES
JENN McMURRER
LISA SHANAHAN

- ** MR. BURNETT MOVED TO APPROVE THE MINUTES AS CORRECTED**
**** MOTION PASSED WITH ONE (1) ABSTENTION (MR. HEUVELMAN)**

III. PUBLIC PARTICIPATION

There were no members of the public who wished to comment.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

Ms. Niedzielski Eichner joined the meeting at 7:34 p.m.

Mayor Rilling announced the following resignation:

Cheryl Brown, Conservation Commission, Alternate

APPOINTMENTS:

- ** MR. KEEGAN MOVED TO APPROVE THE APPOINTMENT OF CHERYL BROWN, TO THE CONSERVATION COMMISSION AS A REGULAR MEMBER**

Mr. Keegan spoke in support of the appointment.

- ** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS:

- ** MS. SHANAHAN MOVED TO APPROVE THE REAPPOINTMENT OF JOHN MOELING TO THE CONSERVATION COMMISSION AS A REGULAR MEMBER**

Ms. Shanahan spoke in support of the reappointment.

- ** MOTION PASSED UNANIMOUSLY**

**** MR. LIVINGSTON MOVED TO APPROVE THE REAPPOINTMENT OF
ERIC CHANDLER TO THE HISTORICAL COMMISSION**

Mr. Livingston spoke in support of the reappointment.

**** MOTION PASSED UNANIMOUSLY**

**** MR. GOLDSTEIN MOVED TO APPROVE THE REAPPOINTMENT OF
JAMES FRAYER, TROY JELLERETTE AND ED CAMACHO TO THE
BOARD OF ESTIMATE AND TAXATION**

Mr. Goldstein and Mr. Burnett spoke in support of the reappointments.

**** MOTION PASSED UNANIMOUSLY**

**** MS. YOUNG MOVED TO APPROVE THE REAPPOINTMENT OF
ROBERT STOWERS, DIRECTOR FOR RECREATION AND PARKS**

Ms. Young and Mayor Rilling spoke in support of the reappointment.

**** MOTION PASSED UNANIMOUSLY**

MAYOR'S REMARKS:

Mayor Rilling announced that the COVID-19 Testing at Veterans Park will be moved to Shady Beach starting on January 12, 2022. Testing will be available seven days a week, from 2:00 pm to 7:00 pm on weekdays and 9:00 am to 1:00 pm on weekends.

On January 16, 2022, free rapid at-home COVID-19 tests will be distributed to residents by appointment only starting at 9:00 a.m. at Veteran's Park. Mayor Rilling said they want to get as many test kits out as possible and asked residents who received test kits last time to not register for test kits this time.

Residents may now report self-test results at a new online portal - norwalkct.org/selfreport.

The citywide Martin Luther King celebration that is usually held at City Hall has been postponed due to COVID-19. Events commemorating Martin Luther King Day will be held at Grace Baptist Church on January 17, 2022. Mayor Rilling said this is a day on, not a day off and asked everyone to think about doing random acts of kindness.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

1. Organization of Common Council Committees:

RESOLUTION CONCERNING THE RENAMING OF CERTAIN COMMON COUNCIL STANDING COMMITTEES

Due to a potential conflict of interest, Ms. Young recused herself and left the meeting.

**** MR. LIVINGSTON MOVED TO APPROVE THE FOLLOWING RESOLUTION:**

WHEREAS, THE COMMON COUNCIL OF THE CITY OF NORWALK (THE “COUNCIL”) DESIRES TO RENAME CERTAIN OF ITS STANDING COMMITTEES FOR THE PURPOSE OF CLARIFYING THE LEGISLATIVE PURVIEW AND ADVISORY FUNCTION OF SUCH COMMITTEES; AND

WHEREAS, ACTING PURSUANT TO SECTIONS 1-189 AND 1-197 OF THE CHARTER OF THE CITY OF NORWALK (THE “CHARTER”) AS WELL AS THE PARLIAMENTARY AUTHORITY SET FORTH IN THE RULES OF THE COMMON COUNCIL, CITY OF NORWALK, CONNECTICUT, ADOPTED NOVEMBER 26, 1985, AS AMENDED AND ADOPTED FEBRUARY 13, 2019, AND NOVEMBER 19, 2019, AND MASON’S MANUAL OF LEGISLATIVE PROCEDURE (2010), BY A MAJORITY VOTE OF THE COUNCIL MEMBERS PRESENT AND VOTING.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL, THAT, EFFECTIVE AS OF THIS DATE,

(1) THE “COMMUNITY SERVICES AND PERSONNEL COMMITTEE” OF THE COUNCIL SHALL HEREINAFTER BE NAMED THE “COMMUNITY SERVICES COMMITTEE” AND

(2) THE “HEALTH AND PUBLIC SAFETY COMMITTEE” OF THE COUNCIL SHALL HEREINAFTER BE NAMED THE “PUBLIC SAFETY AND GENERAL GOVERNMENT COMMITTEE.”

Mr. Livingston explained that the purpose of renaming some committees was to align the committees with the City Statute.

**** MOTION PASSED WITH ONE (1) ABSTENTION (MS. REVOLUS)**

Ms. Young returned to the meeting.

B. CONSENT CALENDAR:

**** MS. ALTERMAN MOVED TO APPROVE THE FOLLOWING CONSENT CALENDAR:**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. AUTHORIZATION FOR DISCUSSION: SETTLEMENT: LYNNE MOORE V. CITY OF NORWALK BOARD OF EDUCATION ET AL. EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. HEALTH AND PUBLIC SAFETY COMMITTEE

1A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS INSTRUMENTS AND AMENDMENTS THERETO AS MAY BE NECESSARY TO APPLY FOR AND ACCEPT FUNDING UNDER THE 2022 JAG LOCAL VIOLENT CRIME PREVENTION PROGRAM GRANT FROM THE STATE OF CONNECTICUT, OFFICER OF POLICY AND MANAGEMENT IN THE AMOUNT OF \$14,898.00

1B. AUTHORIZE THE POLICE CHIEF, THOMAS KULHAWIK TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS AND AMENDMENTS THERETO AS MAY BE NECESSARY TO THE 2022 JAG LOCAL VIOLENT CRIME PREVENTION PROGRAM GRANT, IN THE AMOUNT OF \$14,898.00

2. AUTHORIZE THE PURCHASING AGENT, SHARON CONNORS, TO EXECUTE THE PURCHASE ORDER ON BEHALF OF THE POLICE DEPARTMENT TO MHQ INC. UNDER THE STATE CONTRACT, CT 12PSX0194, FOR THE PURCHASE OF TEN (10) 2022 FORD UTILITY INTERCEPTOR HYBRID POLICE VEHICLES FOR THE AMOUNT NOT TO EXCEED \$367,976.00. ACCOUNT # 0922 3010-5777-C0665.

B. PUBLIC WORKS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A SECOND AMENDMENT WITH PRIORITY LANDSCAPING, LLC TO PROJECT DPW2019-1, REMOVAL & DISPOSAL OF DEPOSITED SEDIMENT WITHIN THE WATERCOURSE, CONTRACT DATED NOVEMBER 22, 2019, FOR AN AMOUNT NOT TO EXCEED \$110,000.00. ACCOUNT NO. 09 22 4021 5777 C0440

2. AUTHORIZE THE PURCHASING AGENT TO ISSUE A SOLE SOURCE PURCHASE ORDER TO C.N. WOOD ENVIRO, LLC. FOR A TRACKLESS BOOM FLAIL MOWER ATTACHMENT FOR THE TRACKLESS MT TRACTOR, PRICING NOT TO EXCEED \$28,000. ACCOUNT NO. 09 22 4031 5777 C0313

3. APPROVE A CORRECTION OF ITEM VII. D. 1A. OF THE COMMON COUNCIL MEETING OF OCTOBER 26, 2021:

A. AS AUTHORIZED ON OCTOBER 26, 2021: AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO CONVEY A PERMANENT CONSTRUCTION AND MAINTENANCE EASEMENTS OF 5,564± SQ. FT. AND 257± SQ. FT. AS SHOW ON THE 10 WATER STREET MAP. SEE ENCLOSED MEMORANDUM OF ASSISTANT CORPORATION COUNSEL. DARIN L. CALLAHAN DATED OCTOBER 22, 2021.

B. CORRECTION FOR APPROVAL:

AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO CONVEY A PERMANENT EASEMENT OF 11,987± SQ. FT. FOR TRANSPORTATION PURPOSES AND APPURTENANCES THERETO AND 257± SQ. FT. TO CONSTRUCT AND MAINTAIN RAILROAD BRIDGE AS SHOW ON THE "TOWN OF NORWALK MAP SHOWING EASEMENT ACQUIRED FROM CITY OF NORWALK BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION

WALK RAILROAD BRIDGE REPLACEMENT SCALE 1" =20' FEBRUARY 2020 MARK D. ROLFE, P.E. CHIEF ENGINEER - BUREAU OF ENGINEERING AND CONSTRUCTION", TOWN NO. 102, PROJECT NO. 301-176, SERIAL NO. 21A, SHEET 1 OF 1, LAST REVISED 11/02/20.

C. LAND USE AND BUILDING MANAGEMENT

1. APPROVE THE INSTALLATION OF PHOTOVOLTAIC PANELS ON THE JEFFERSON SCHOOL ROOF BY THE BOARD OF EDUCATION THROUGH A 20-YEAR POWER PURCHASE AGREEMENT (PPA)

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO THE INTERIM LICENSE AGREEMENT WITH THE RIVERBROOK REGIONAL YOUNG MEN'S CHRISTIAN ASSOCIATION, INC. (YMCA) FOR THE OCCUPANCY OF PORTION OF 98 SOUTH MAIN STREET BUILDING TO PROVIDE COMMUNITY SERVICE PROGRAMS BY EXTENDING THE AGREEMENT PERIOD FROM JANUARY 1, 2022 TO MARCH 31, 2022. ALL REMAINING TERMS OF THE AGREEMENT TO REMAIN UNCHANGED.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT WITH NORWALK SENIOR CENTER FOR THE USE OF ROOSEVELT CENTER AT 11 ALLEN ROAD TO INCLUDE ROOM #8 AS PART OF THE LEASED PREMISES. ALL REMAINING TERMS OF THE LEASE TO REMAIN UNCHANGED.

4A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH TUCKER MECHANICAL, INC. FOR THE REPLACEMENT OF 4 ROOF TOP MECHANICAL UNITS AT POLICE HEADQUARTERS FOR A TOTAL NOT TO EXCEED \$389,935.00. FUNDS ARE AVAILABLE FROM ACCOUNT #0920/22 7100 5777 C0137

4B. AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON THE CONTRACT FOR A TOTAL NOT TO EXCEED \$38,993.50.

D. ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

1. 102-360 NORWALK TRAFFIC SIGNAL SYSTEM UPGRADE – PHASE 4 – EASEMENT FROM HOUSING AUTHORITY OF THE CITY OF NORWALK.

AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL EASEMENT DOCUMENTS NECESSARY AS PART OF STATE PROJECT 102-360 NORWALK TRAFFIC SIGNAL SYSTEM UPGRADE – PHASE 4 AND COMPENSATE THE NORWALK HOUSING AUTHORITY OF THE CITY OF NORWALK \$5,140 AS FAIR MARKET VALUE FOR 252 SQUARE FEET OF EASEMENT RIGHTS TO INSTALL TRAFFIC SIGNAL APPURTENANCES OVER A STRIP OF LAND OWNED BY THE HOUSING AUTHORITY OF THE CITY OF NORWALK, IDENTIFIED AND DESCRIBED ON A MAP ENTITLED “RIGHT OF WAY SURVEY, CITY OF NORWALK, MAP SHOWING EASEMENT ACQUIRED FROM THE HOUSING AUTHORITY OF THE CITY OF NORWALK,” SUBJECT TO A POSITIVE REPORT FROM THE PLANNING AND ZONING COMMISSION.

2. 102-360 NORWALK TRAFFIC SIGNAL SYSTEM UPGRADE – PHASE 4 – EASEMENT FROM GRACE BAPTIST CHURCH.

AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL EASEMENT DOCUMENTS NECESSARY AS PART OF STATE PROJECT 102-360 NORWALK TRAFFIC SIGNAL SYSTEM UPGRADE – PHASE 4 AND COMPENSATE GRACE BAPTIST CHURCH \$1,930 AS FAIR MARKET VALUE FOR 48 SQUARE FEET OF EASEMENT RIGHTS TO INSTALL TRAFFIC SIGNAL APPURTENANCES OVER A STRIP OF LAND OWNED BY GRACE BAPTIST CHURCH, IDENTIFIED AND DESCRIBED ON A MAP ENTITLED “RIGHT OF WAY SURVEY, CITY OF NORWALK, MAP SHOWING EASEMENT ACQUIRED FROM GRACE BAPTIST CHURCH BY THE CITY OF NORWALK,” SUBJECT TO A POSITIVE REPORT FROM THE PLANNING AND ZONING COMMISSION.

3. 102-360 NORWALK TRAFFIC SIGNAL SYSTEM UPGRADE – PHASE 4 – EASEMENTS FROM RIVERVIEW EAST CONDOMINIUM.

AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL EASEMENT DOCUMENTS NECESSARY AS PART OF STATE PROJECT 102-360 NORWALK TRAFFIC SIGNAL SYSTEM UPGRADE – PHASE 4 AND COMPENSATE RIVERVIEW EAST CONDOMINIUM \$3,210 AS FAIR MARKET VALUE FOR 190 SQUARE FEET OF EASEMENT RIGHTS TO INSTALL TRAFFIC SIGNAL APPURTENANCES OVER A STRIP OF LAND OWNED BY RIVERVIEW EAST CONDOMINIUM, IDENTIFIED AND DESCRIBED ON A MAP ENTITLED “RIGHT OF WAY SURVEY, CITY OF NORWALK, MAP SHOWING EASEMENT ACQUIRED FROM RIVERVIEW EAST CONDOMINIUM BY THE CITY OF NORWALK,” SUBJECT TO A POSITIVE REPORT FROM THE PLANNING AND ZONING COMMISSION.

**** MOTION PASSED UNANIMOUSLY**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

D. ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

**** MR. KYDES MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND THE CT STATE DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT TO RECEIVE \$3M IN URBAN ACT PROGRAM FUNDING RELATED TO THE MLK CORRIDOR INITIATIVE.**

Mr. Kydes said this was a long time in coming. This is an opportunity to move forward with these projects. He thanked everyone who worked on this over the years.

Ms. Young spoke in support of the item and said there are people on the City side who have been working on this since 2017 and everyone put in a yeoman's effort. She expressed gratitude to Ms. Vonashek, Mr. Bidoli and their teams, the folks at City Hall and those in the community. She noted that there are only seven Martin Luther King corridors in the State of Connecticut and Norwalk has the longest.

Mayor Rilling thanked Ms. Young for being an integral part of the Committee. He also thanked Senator Duff for getting \$3 million for this effort. Ms. Young thanked Representative Bruce Morris who moved this project forward. She added that the Clergy and other residents were also involved.

**** MOTION PASSED UNANIMOUSLY**

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

**** MS. REVOLUS MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 8:07 p.m.

ATTEST: _____
Irene Dixon, City Clerk

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

VII.A ①

PLEASE PRINT

PERSONAL FAMILIAL
COMPANY/BUSINESS

ORGANIZATION NAME: Greenwich Kennel Club / Longshore Southport Kennel Club

NUMBER OF PEOPLE: No

NAME OF BENEFICIARY:

Is this an Annual Event? No 13+

NAME OF CORPORATE OFFICER AUTHORIZED
TO EXECUTE THE LICENSE AGREEMENT:

Dr Stacey P. Blau

TITLE: Show chair Greenwich Kennel Club

YOUR NAME: Dr Stacey P. Blau

TITLE: show chair, Greenwich Kennel Club

ADDRESS: 18 Farmfree Place

E-MAIL ADDRESS: spblau1@gmail.com

CITY: Eastchester

STATE: NY

ZIP CODE: 10709

HOME PHONE: 914 588 2375

BUSINESS PHONE: ---

CELL: 914 588 2375

FACILITY REQUESTED: Taylor Farm Park

OF PARTICIPANTS: 800

EVENT: 88th Greenwich Kennel Club AKC Dog Show, obedience Rally

DATE REQUESTED: Saturday June 11, 2022

SET UP TIME: 6:00 AM STARTING TIME: 8:00 AM BREAKDOWN TIME: ---

ENDTIME: 6:30 PM

RAISE DATE: Sunday June 12, 2022

Setup Wednesday June 8th, Breakdown Monday June 13

(DO IN 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 (no jumping, etc.) 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: [Signature]

DATE: 8/23/2021

OFFICE USE ONLY

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

COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: --- YES ☐ NO ☐ N/A ☐

LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF NORWALK
AND
TYRONE MARTYLEWSKI
FOR
CARETAKER'S COTTAGE AT CRANBURY PARK

THIS RENTAL AGREEMENT, made this 6th day of June, 2016, between the CITY OF NORWALK, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized, hereinafter called the LANDLORD, and TYRONE MARTYLEWSKI, of the City of Norwalk, County of Fairfield and State of Connecticut, hereinafter called the TENANT.

W I T N E S S E T H: that the LANDLORD has leased, and does hereby lease to the said TENANT, the following-described premises situated within Cranbury Park:

The caretaker's house, together with its immediate adjacent grounds and a right-of-way in, over and upon the driveway or roadway leading to the house for the purpose of gaining ingress to and egress from the house, located at 360 Grumman Avenue, Cranbury Park, Norwalk, Connecticut (the Premises).

1. Term.

The term of this Lease shall be for five (5) years commencing effective the first day of July, 2016, and terminating on the thirtieth day of June, 2021.

2. Rent.

A. The rent for the term shall consist of a monthly payment of ONE THOUSAND TWO HUNDRED SEVENTY-ONE DOLLARS AND NINETY-THREE CENTS (\$1,271.93) payable in advance on the first day of each month throughout the term hereof. In addition, TENANT shall perform personal services for the benefit of the LANDLORD, described in this Lease as "Additional Rent."

B. Additional Rent. The TENANT agrees that as Additional Rent, over and above the monetary payments due each month, he will, during his occupancy of the Premises, render the following

OFFICE OF CORPORATION COUNSEL
NORWALK, CONNECTICUT 06851

services for the benefit of the Premises and its surrounding property within Cranbury Park (hereinafter the Park):

(i) TENANT shall at all times maintain the real property immediately adjoining the Caretaker's House in a neat and attractive condition in accordance with the LANDLORD's standards and requirements.

(ii) TENANT shall be available at all times to receive notices from Sonitrol or any other similar warning/security system operating within the Park and shall take immediate steps to notify LANDLORD's designated representative of all such notices and information, as appropriate based upon the information received.

(iii) TENANT shall be responsible for ensuring that the Park gates are open to allow access by the public by 8:00 a.m. of each day and that such gates to the Park are closed and secured at dusk each day during the term of this Lease in compliance with the Park schedule.

(iv) TENANT shall periodically check the Park property and provide written work orders to the Recreation and Parks Department of the City of Norwalk detailing all maintenance problems needing correction.

TENANT shall submit semi-monthly reports of his time documenting the services rendered in the Park to the Director of the Recreation and Parks Department (the Director).

In the event that the TENANT is unable to personally perform any of the above services for reasons related to his health or physical condition or due to a temporary absence from the Premises not to exceed four (4) consecutive weeks at any time, he shall so advise the LANDLORD as soon as practicable and shall arrange for an acceptable agent to perform such services in his absence or during his period of disability. The agent shall be acceptable to the LANDLORD and must have prior written authorization from the Director to perform the services. The

TENANT shall at all times remain responsible for the quality of the performance by the agent.

IT IS FURTHER AGREED that a failure of the TENANT or his authorized agent to perform, in a reasonably competent manner, any of the services set forth above, shall constitute a breach of this Lease and subject TENANT to the same penalties as non-payment of the monetary rent.

3. Tenant's Covenants.

A. TENANT hereby covenants and agrees that as a condition of this Lease, he shall at all times be and remain employed on a full-time basis by the City of Norwalk. If at any time the TENANT's employment with the City of Norwalk ceases, then, thirty (30) days thereafter, this Lease shall terminate and the TENANT shall vacate the Premises and return them to the LANDLORD in good condition as stated herein. In such event, at the time of termination of this Lease, TENANT agrees that all money due and owing to the LANDLORD under the terms of this Lease, shall be deducted from any termination or severance pay to which the TENANT may be entitled, without the need for authorization from the TENANT.

B. The TENANT further covenants with the LANDLORD to use the Premises for the sole purpose of a personal residence for himself and his immediate family members; that no waste, nuisance or unlawful activity will be committed on the Premises; that the Premises will be at all times maintained in good condition; that he will not assign this Lease or sublet any part of the Premises at any time; that he will not make any alterations therein without the prior written consent of the LANDLORD; and that he will deliver up the Premises at the expiration of this Lease or sooner termination of the tenancy in as good condition as they are now in, ordinary wear, damages by the elements excepted.

C. The TENANT agrees that the LANDLORD and its agents and other representatives shall have the right to enter into and upon the Premises, or any part thereof, at all reasonable hours for

the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. The TENANT agrees to permit the LANDLORD and the LANDLORD's agents to show the Premises to persons wishing to lease or purchase the same; and the TENANT further agrees that the LANDLORD or its agents shall have the right to place notices on the front of the Premises, or any part thereof, offering the Premises "To Let" or "For Sale", and the TENANT hereby agrees to permit the same to remain thereon without hindrance or molestation.

D. TENANT shall procure and maintain at his own expense during the term of this Lease, renter's insurance sufficient to protect his personal belongings from theft or other loss or damage and that he shall look to such insurance in the event of any loss or damages.

The TENANT shall comply with and conform to all applicable laws of the State of Connecticut, and the laws, rules and regulations of the City of Norwalk regarding the Premises and he shall save the LANDLORD harmless from all fines, penalties and costs for any violation of or non-compliance with the same.

E. The TENANT shall be responsible for the cost of all utilities, including electricity, gas and water, used and consumed on the Premises and for all other services, including heat, telephone and cable that the TENANT may desire. These expenses shall be paid for by the TENANT in addition to the rent hereinbefore provided.

F. TENANT further covenants and agrees that no accumulation of boxes, barrels, packages, waste paper, or other debris or obstructing material shall be permitted in or upon the Premises, and that nothing shall be done or omitted regarding the maintenance of the Premises, in violation of state and local laws, ordinances, zoning regulations and fire and building code requirements. The TENANT agrees to indemnify, defend and save the LANDLORD, its officers, agents, and employees harmless from

and against any and all penalties, losses, damages, fines, suits and proceedings, including attorneys' fees, arising out of or related to the TENANT's violation of any such laws, ordinances, regulations or requirements.

4. Default and Termination.

A. If the rent shall remain unpaid five (5) days after it shall become payable as aforesaid, or if the TENANT shall assign this Lease, underlet or otherwise dispose of the whole or any part of the Premises, use the same for any purpose but that hereinbefore authorized, make any alteration thereto without the prior consent of the LANDLORD in writing, commit waste or suffer the same to be committed on the Premises, or injure or misuse the same, then this Lease shall thereupon, by virtue of this express stipulation, expire and terminate, and the LANDLORD may, at any time thereafter, re-enter the Premises, and have and possess them as of LANDLORD's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the State of Connecticut General Statutes relating to summary process. It is understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the LANDLORD to recover such possession pursuant, but that all rights to any such demand, or re-entry are hereby expressly waived by the TENANT. In such event, all rent due hereunder, together with all reasonable costs, including attorneys' fees, incurred by the LANDLORD in the enforcement of these provisions, shall become due and payable. The LANDLORD shall have all other rights and remedies as the law and equity now afford or may hereafter confer upon the LANDLORD. Such rights and remedies shall be cumulative.

B. AND IT IS FURTHER AGREED:

After any default of any of the covenants herein contained, the acceptance of rent or failure to re-enter by the LANDLORD, or failure by LANDLORD to hold the TENANT in default or breach shall not be held to be a waiver of the LANDLORD's

remedies hereunder including the LANDLORD's right to terminate the Lease. The LANDLORD may at any time re-enter and take possession of the Premises the same as if no rent had been accepted after such default, and regardless of any failure on the LANDLORD's part to re-enter or declare a default or breach. The acceptance by the LANDLORD of a lesser amount of rent than that due shall not be deemed to satisfy the TENANT's obligations hereunder. Such payment shall be applied to the earliest accruing obligation of the TENANT. No endorsement, statement or letter accompanying any check or payment shall be deemed to affect an accord and satisfaction. The LANDLORD may accept any such check or payment without prejudice to its right to recover the balance due, or to pursue any remedy provided at law, equity or in this Lease.

C. The parties hereto may, by mutual agreement, terminate this Lease, provided that no less than fifteen (15) days prior written notice is given of the intention to do so; that such agreement to terminate shall be expressed in writing; and shall, upon its effective date, extinguish the rights and obligations hereto of both parties each to and from the other, except as to indemnification as set out in Section 7 hereof and for damages and injuries arising prior to the date of termination.

Based upon the mutual agreement of the parties hereto, whenever this Lease shall terminate, either by lapse of time or by virtue of any of the express stipulations herein, the TENANT hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process.

D. If the TENANT fails to deliver up the possession of the Premises at the expiration of this Lease whether it occurs by lapse of time or by notice as herein provided, it is mutually agreed that the reasonable charge for the use of the Premises thereafter shall be **ONE THOUSAND SIX HUNDRED FIFTY DOLLARS (\$1,650.00) per month**. In such case TENANT shall hold the Premises upon the same terms and under the same covenants and

{00016098.DOC 1} Page 6 of 10

agreements as are herein contained. No holding over by said TENANT shall operate to renew this Lease without such written consent of the LANDLORD.

5. In the event that the Premises are partly damaged by fire or otherwise, so that the Premises shall be untenable, then this Lease, at the option of the LANDLORD, shall cease and terminate and the rent shall be pro-rated as of the date of termination. The LANDLORD shall be under no duty to repair the damage, or to restore the Premises to a tenantable condition.

6. This agreement with respect to the reasonable value of the use of the Premises is not intended to, nor shall it be construed as, establishing a new or extending an existing LANDLORD-TENANT relationship from and after the expiration of this Lease, and the LANDLORD may elect to pursue its remedies against the TENANT for failure to return the Premises.

7. Indemnification

The TENANT shall indemnify, defend and save the LANDLORD, its employees, agents and officials, harmless from and against any and all liabilities, obligations, damages, penalties, claims, losses, financial costs and expenses, including reasonable attorneys' fees, related to, arising out of or in connection with (i) any breach by the TENANT, his agents, sublessees, guests, or invitees, of any covenant or condition of this Lease; (ii) any negligent, willful or wanton act or omission of the TENANT, his agents, sublessees, guests or invitees; (iii) TENANT's use and occupancy of the Premises; or (iv) the condition of the Premises or the Park area for which TENANT is responsible hereunder.

The TENANT's indemnification liability under this Section extends to the acts and omissions of any agent or employee, invitee, sub-tenant, guest, assignee, or licensee of the TENANT and any agent, contractor, employee, invitee or licensee of any sub-tenant, or assignee.

Neither the LANDLORD nor its agents shall be liable for damages to the TENANT or to any person claiming through the

TENANT, nor shall rent be abated for injury to person or damage to or loss of property wherever located from any cause or for damage claimed for eviction, actual or constructive. This provision includes particularly but not exclusively all claims arising out of the condition of the Premises or any part thereof including appurtenances, equipment, furnishings, fixtures or apparatus located in or on the Premises. The TENANT agrees to pay all costs of the defense of any such claims, liabilities, obligations, damages, penalties, losses, and costs. The provisions of the foregoing paragraph shall survive the expiration or early termination of this Lease; shall not be limited by reason of any insurance coverage; and shall be separate and independent of any other provision or requirement of this Lease.

8. General Provisions.

A. The LANDLORD and its officers and agents shall not be liable for any damage to TENANT's property or that of TENANT's guests, licensees or invitees, caused by theft or otherwise, unless caused solely by the negligence of the LANDLORD, its agents, servants or employees.

B. The parties understand and agree that the TENANT has examined the Premises and accepts them in their present condition; that the Premises are rented "as is" at the time this Lease is executed; that the LANDLORD has made no representations regarding the present or future condition of the Premises nor shall the LANDLORD be obligated to alter, repair, or improve the Premises in any way. However, all damage to the Premises, the surrounding Cranbury Park area, or the fixtures, equipment, systems and appurtenances in or upon the Premises or Cranbury Park area, caused in whole or in part by or resulting from any omission, negligence or act by the TENANT, his agents, invitees or licensees shall be repaired promptly by the TENANT at his sole cost and expense to the satisfaction of the LANDLORD. If the TENANT fails to make any such repairs after thirty (30)

{00016098.DOC 1} Page 9 of 10

TENANT

Barbara Lucia
Munsterman

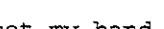

Tyrone Martylewski

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss. Norwalk

On this 3rd day of June, 2016, before me, the undersigned officer, personally appeared TYRONE MARTYLEWSKI, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand.

to set my hand.



Commissioner of Superior Court
Notary Public

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: [Signature]

OFFICE OF CORPORATION COUNSEL
NORWALK, CONNECTICUT 06851

RE: Lease agreement addendum for 360 Grumman Ave, Norwalk. CT

Addendum A

Estimated value of Caretaker Services contained within the lease agreement:

- Maintenance of outside property, immediately surrounding residence with City supplied gas and equipment, not including snow removal (April to November, 1 hour per week—32 hours, times \$28.00) \$896.00
- Open Park gates on weekends and holidays (52 weekends + 8 Holidays--60 hours) \$1680.00
- Check Park property throughout the year (1 hour per week—52 hours) \$1456.00
- Open/close bunkhouse for events, 8 events per year (8 hours) \$224.00

Total value in Caretaker Services: \$4256.00/\$354.00 monthly

City Assessor estimated market rent at \$1600.00 per month in 2020, minus \$354 for monthly caretaker services, equals \$1246.00 per month rent.

6% inflation equates \$74.76, equates to \$1320.00 recommended monthly rent for 5-year contract term

3

(No subject)

Hughes, Ken <khughes@norwalkct.org>

Wed 1/5/2022 1:06 PM

To: Terrones, Isabel <ITerrones@norwalkct.org>

Hi Ken,

Congratulations, the Department of Economic and Community Development (DECD) is pleased to inform you that your application was approved by the State Bond Commission on April 16, 2021.

Attached you will find the application and associated documents.

1. Application
2. Budget (*Please note, \$5,000 of the grant must be reserved to pay DECD's legal expense.*)
3. Certified Resolution
4. Bidding, Contracting and Construction Guidelines
5. Professional Service Process (*If the grant will fund A/E activities*)
6. Administrative Plan Outline
7. SHPO Project Notification Form (*If applicable*)

If you have any questions, please don't hesitate to reach out to me. Best wishes on a successful project.

Sincerely,

Dave

David Treadwell

Economic Development Agent

Dept, of Economic & Community Development

450 Columbus Blvd.

Hartford, CT 06103

Phone: 860-500-2386

E-mail: david.treadwell@ct.gov

§ 45-21 Definitions.

VII.B

The following definitions shall apply to this ordinance:

FOOD-HANDLING ESTABLISHMENT

Shall include restaurants, food stores, bakeries, markets, catering food services, itinerant food vending and food or beverage vending machine operations. Food-handling establishment shall not include a “cottage food operation” having a valid license issued by the Commissioner of Consumer Protection in accordance with Conn. Gen. Stat. § 21a-62a, et seq., as amended.

**Norwalk Police Department
Professional Standards Unit****Memo****To:** Common Council**From:** Lieutenant Thomas Roncinske**Date:** January 17, 2022**Re:** Fiscal Year 2021 Edward Byrne Memorial Justice Assistance Grant Authorization

With the 2021 Edward Byrne Memorial Justice Assistance Grant the City is allocated \$35,428.00 under this program. There is a no matching funds requirement. The funds will be used for high visibility policing, selective enforcement patrols and violent crime prevention. The authorizations requested are as follows:

1. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to apply for and accept grant funds from the Department of Justice under the FY2021 Edward Byrne Memorial Justice Assistance Grant, in the amount of. \$35,428.00
2. 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 FY2021 Edward Byrne Memorial Justice Assistance Grant pursuant to such grant funding.

✓ Award Letter

October 8, 2021

Dear Thomas Roncinske,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by NORWALK, CITY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$35,428.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the

Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity.

Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c) (5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

NEPA Letter (Applicable to all FY 21 State and Local JAG)

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a

subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain

NEPA Coordinator

First Name

Middle Name

Last Name

Orbin

—

Terry

✓ Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

🏠 Recipient Information

Recipient Name

NORWALK, CITY OF

DUNS Number

UEI

075410415

Street 1

125 EAST AVENUE

Street 2**City**

NORWALK

State/U.S. Territory

Connecticut

Zip/Postal Code

06856

Country

United States

County/Parish**Province** **Award Details****Federal Award Date**

10/8/21

Award Type

Initial

Award Number

15PBJA-21-GG-01292-JAGX

Supplement Number

00

Federal Award Amount

\$35,428.00

Funding Instrument Type

Grant

Assistance Listing Number Assistance Listings Program Title

16.738

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).



I have read and understand the information presented in this section of the Federal Award

Instrument.✓ **Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2021 BJA FY 21 Edward Byrne Memorial
Justice Assistance Grant (JAG) Program -
Local Solicitation

Awarding Agency

OJP
Program Office
BJA

Application Number

GRANT13411653

Grant Manager Name Phone Number

Crystal Crews

202-307-1571

E-mail Address

Crystal.Crews@usdoj.gov

Project Title

High visibility and selective enforcement patrols

**Performance Period
Start Date**

10/01/2020

**Performance Period End
Date**

09/30/2024

**Budget Period Start
Date**

10/01/2020

Budget Period End Date
09/30/2024

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions.

Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.



Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."



Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.



Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").



Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

 16**Compliance with DOJ Grants Financial Guide**

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

 17**Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

 18**Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

 19**Potential imposition of additional requirements**

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

 20**Employment eligibility verification for hiring under the award**

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient)

properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any

subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from

reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently,

\$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

29

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at

<https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to— (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

35

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

37

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

38

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

 39**Confidentiality of data**

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

 40**Law enforcement task forces - required training**

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

 41**Justification of consultant rate**

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

 42**"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions**

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>

(Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.



If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

[Load More](#)



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/16/21 3:31 PM

Authorized Representative

☒ Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Lieutenant

Name of Authorized Entity Official
Thomas Roncinske

Signed Date And Time

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2021 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2021 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government



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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : SOUTH NORWALK ELEMENTARY SCHOOL

DATE: DECEMBER 30, 2021

As you know, the Board of Education and the City have been involved in a lengthy effort to provide a new school building for the existing Columbus Magnet School, and to construct a new second school in the South Norwalk community. Earlier iterations to construct a new Columbus School at the Ely Park site were unable to come to fruition for a variety of rather complex reasons. Said plan was abandoned and thereafter, the City and Board of Education began to assess alternate options for the past year and a half. Through an evolution of ideas, a new concept was developed during the past summer which incorporated a significant number of the educational, community and financial objectives.

This plan consists of the following elements:

- Relocate Columbus Magnet School from its existing location at 46 Concord Street to the newly constructed “lower” school building on the Ponus School campus. This move will occur over the summer of 2022 when Jefferson School students return to the renovated Jefferson School. Moving Columbus Magnet School to the lower Ponus building will finally provide the Columbus School community with a new school building, which they have been promised and have been patiently waiting for since 2016. The Board of Education formally approved this move at its meeting on November 16, 2021. Norwalk Public School is now actively planning for this move to happen by the start of the 2022 fall semester.

- For generations, South Norwalk children have placed in whatever school happens to have available seats in schools outside of South Norwalk and have been forced to endure long bus rides to and from school. South Norwalk children are not afforded the benefits that a neighborhood school would normally provide to the local community. Additionally, this condition creates limitation for many South Norwalk parents from fully partnering in their children's education which a neighbor school would offer.

On November 16, 2021, the Norwalk Board of Education adopted a plan to construct a new South Norwalk neighborhood school. This school will be a PreK to 5th grade elementary school, having 4 sections per grade (2 sections for PreK) with a total capacity of 682 students. The initial cost estimate for this project is approximately \$72 million with a portion of the funds available for land acquisition. In order to financially support this project, the Board of Education is requesting the City to closeout the new Columbus School at Ely Park project and the renovation of the existing Columbus School building for a proposed Global Academy project which have a combined free balance of approximately \$76 million. This action to be implemented through the Special Capital Budget Appropriation process will free-up sufficient funds to support the development of a new South Norwalk elementary school. In conjunction with the Board of Education's other magnet school offerings, this new neighborhood school will allow Norwalk Public Schools to provide all South Norwalk children with the option to attend a brand new, first-class neighborhood school.

As this plan was being developed, Board of Education, working with its demographer for student enrollment, prepared enrollment information and student distribution projections corresponding to the proposed plan in an effort to meet the State's district wide enrollment criteria and Norwalk community/District objectives. The State is proceeding with preliminary evaluation of the proposed South Norwalk School plan with the anticipation that the City/Board of Education would be in full compliance with State's school grant application requirements including submission deadline of June 30, 2022.

In order to meet all of the grant application requirements in time for a June 30, 2022 submission deadline, the City and Board of Education must take various actions expeditiously. At this time, the City will need to consider and proceed with the adoption of the Board of Education's plan for the development of a new South Norwalk neighborhood elementary school. Concurrently, Board of Education has formally submitted a request to the Mayor and the Finance Director in accordance

with City Codes to initiate the Special Capital Budget Appropriation process to allocate funds for the new South Norwalk Elementary School and at the same time, delete the funding currently available in the two Columbus School building accounts.

Dr. Estrella, Norwalk School Superintendent, together with her staff will be available at the January 5, 2022 Land Use and Building Management Committee to provide a comprehensive overview of the proposed plan. In the event that Committee members have questions prior to or subsequent to the meeting, please do not hesitate to contact myself or the Superintendent directly. Thank you

ACTION REQUESTED:

Adopt proposed Norwalk Public School's facilities improvement strategy for the development of a South Norwalk Elementary School subject to the approval of capital budget funds through upcoming Special Appropriation process.

AGENDAJANUARY 13TH 2022CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:BILL No & AMOUNT REFUNDEDREASON**MOTOR VEHICLES**

ACAR LEASING LTD	20-MV-300305	\$135.71	PRORATION
	20-MV-300370	\$347.11	PRORATION
	20-MV-300485	\$347.11	PRORATION
ACAR LEASING LTD	20-MV-300298	\$424.37	PRORATION
	20-MV-300397	\$455.88	PRORATION
	20-MV-300610	\$516.02	PRORATION
	20-MV-300794	\$225.82	PRORATION
	20-MV-300797	\$293.73	PRORATION
ACAR LEASING LTD	20-MV-SEE ATTACHED	\$818.50	PRORATION
ANDREA LAWRENCE WILLIAM	20-MV-302491	\$40.40	PRORATION
BENNETT LOUISE DWAYNE	20-MV-305488	\$692.42	PRORATION
	20-MV-305489	\$260.71	PRORATION
BROWN AIYESHA	19-MV-307696	\$213.74	PRORATION
	20-MV-307407	\$145.00	PRORATION
CAMAN ROSEMAY MARTINE	20-MV-309266	\$44.55	PRORATION
CCAP AUTO LEASE LTD	20-MV-311258	\$464.99	PRORATION
CERVANTES IGNACIO	20-MV-311645	\$44.62	PRORATION
DAIMLER TRUST	20-MV-315915	\$456.66	PRORATION
DAIMLER TRUST	19-MV-315837	\$120.86	PRORATION
	20-MV-315465	\$736.84	PRORATION
DEPAZ-BEDOYA ISRAEL	20-MV-316953	\$53.83	PRORATION
DUPLUCK IAN RICHARD	20-MV-318854	\$257.78	PRORATION

AGENDA**JANUARY 13TH 2022****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
ENTERPRISE FM TRUST	20-MV-319985 \$225.55	PRORATION
	20-MV-320009 \$183.41	PRORATION
	20-MV-320010 \$138.96	PRORATION
	20-MV-320013 \$319.90	PRORATION
	20-MV-320014 \$434.00	PRORATION
	20-MV-320044 \$446.28	PRORATION
EUCEDA-GARCIA JAVIER	20-MV-320469 \$53.87	PRORATION
GIRALDO ANA CRISTINA	20-MV-326486 \$55.30	PRORATION
HERLYN MARK W	20-MV-328617 \$58.41	PRORATION
HONDA LEASE TRUST	20-MV-329919 \$180.22	PRORATION
	20-MV-330220 \$335.89	PRORATION
HONDA LEASE TRUST	20-MV-SEE ATTACHED \$1,526.60	PRORATION
HONDA LEASE TRUST	20-MV-331527 \$97.95	PRORATION
	20-MV-329612 \$553.43	PRORATION
	20-MV-329947 \$132.78	PRORATION
IRIAS LESLIE	19-MV-333493 \$20.39	PRORATION
JP MORGAN CHASE BANK	20-MV-333662 \$128.36	PRORATION
KING DEIGO RICARDO STEPHANE	20-MV-335440 \$120.56	PRORATION
LANDA ANTONIO M	20-MV-336919 \$10.69	PRORATION
LUKE JAMES	20-MV-339486 \$128.96	PAID IN ERROR
MAROTTA RAFFAELA	20-MV-342788 \$107.95	PRORATION
MCKNIGHT GERALD	20-MV-342488 \$78.11	PRORATION
NISSAN INFINITI LT	20-MV-349281 \$192.30	PRORATION
PACANOWSKI TADEUSZ	20-MV-349406 \$11.03	PRORATION
PORSCHE LEASING LIMITED	20-MV-352235 \$445.93	PRORATION

AGENDA**JANUARY 13TH 2022****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
POWELL MARCIA L	20-MV-352409 \$50.88	PRORATION
SALGUERO CARPENTRY & LANDSCAPING LLC	20-MV-357185 \$85.60	PRORATION
TOYOTA MOTOR CREDIT CO	19-MV-367848 \$650.66	PRORATION
	20-MV-364346 \$110.08	PRORATION
TOYOTA LEASE TRUST	20-MV-364488 \$63.58	PRORATION
TOYOTA LEASE TRUST	19-MV-367005 \$140.58	PRORATION
TOYOTA LEASE TRUST	20-MV-SEE ATTACHED \$2,363.23	PRORATION
VAULT TRUST	20-MV-SEE ATTACHED \$2,348.06	PRORATION
VAULT TRUST	19-MV-370020 \$473.49	PRORATION
VW CREDIT LEASING LTD	19-MV-371857 \$379.57	PRORATION
	20-MV-368819 \$457.46	PRORATION
VW CREDIT LEASING LTD	20-MV-368632 \$61.21	PRORATION
	20-MV-368965 \$606.23	PRORATION
	20-MV-369032 \$556.39	PRORATION
VW CREDIT LEASING LTD	20-MV-368649 \$254.54	PRORATION
	20-MV-368667 \$97.59	PRORATION
	20-MV-368801 \$75.16	PRORATION
ZARO BUFFY ANN	20-MV-371450 \$50.50	PRORATION
ZULETA-MARIN JHENNY ALEXANDRA	20-MV-371721 \$574.20	PRORATION

ACAR LEASING

<u>BILL #</u>	<u>VEH. DESCR</u>	<u>PLATE #</u>	<u>VIN #</u>	<u>REFUND AMOUNT</u>
20-300280	2018 GMC	AL45406	1GKKNXLS7JZ103644	\$420.26
20-300530	2018 GMC	AB51306	3GKALVEX7JL322545	\$174.18
20-300562	2017 CHEV	AL84931	1G1RC6S51HU213482	<u>\$224.06</u>
			REFUND TOTAL	<u>\$818.50</u>

HONDA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
20-329650	AU61380	3CZRU6H34KG721766	\$ 143.65
20-329729	AN73567	3CZRU6H71JM719864	\$ 188.53
20-329760	AU58299	5J8YD4H32KL030584	\$ 123.94
20-329800	486YZM	2HKRW2H82JH669659	\$ 48.02
20-330019	AW77497	5J8YD4H32JL010530	\$ 223.35
20-330133	9AWNKO	1HGCV1F16JA159168	\$ 147.37
20-330199	AW53699	1HGCV1F16JA159168	\$ 308.99
20-330279	AV02450	3CZRU6H30JG705563	\$ 342.75
			\$ 1,526.60

TOYOTA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
19-410985	AK57577	JTJAZKFA3L2022408	\$ 344.91
19-411091	AU69981	JTJDARBZ4L5014518	\$ 536.93
19-411168	AH50659	JTMMWRFV7KD025206	\$ 540.24
20-364378	AR67288	2T2BZMCA2JC164217	\$ 67.79
20-364748	AU71132	2T3RWRFV6KW014450	\$ 52.92
20-364786	RANDA	JTHC81D23J5031561	\$ 56.12
20-364897	9AATP0	5TDJZRFH7KS958953	\$ 63.09
20-365027	AT34426	2T2BZMCA5KC167629	\$ 74.43
20-365143	8AJXD9	3TMDZ5BN7JM036618	\$ 575.43
20-365250	AT03871	JTHU9JBH5K2001103	\$ 51.37
			\$ 2,363.23

Vault Trust

20-367093	2017 JEEP	<u>Plate #</u> AL74172	<u>VIN#</u> 1C4BJWDG2HL740661	\$477.88
20-367103	2017 JEEP	<u>Plate #</u> AG21948	<u>VIN#</u> 1C4HJWEG8HL533801	\$58.65
20-367106	2018 JEEP	<u>Plate #</u> AM28889	<u>VIN#</u> 1C4BJWDG6JL860775	\$219.64
20-367146	2017 JEEP	<u>Plate #</u> AK68795	<u>VIN#</u> 1C4HJWEG2HL705806	\$529.85
20-367231	2019 JEEP	<u>Plate #</u> AR98310	<u>VIN#</u> 1C4PJMLB3KD350797	\$83.33
20-367233	2017 ALFA ROM	<u>Plate #</u> AL78041	<u>VIN#</u> ZARFAEENXH7554664	\$330.45
20-367248	2018 JEEP	<u>Plate #</u> AP20299	<u>VIN#</u> 1C4HJXDG7JW142828	\$238.44
20-367249	2019 JEEP	<u>Plate #</u> AP20255	<u>VIN#</u> 1C4PJMLB5KD191068	\$166.20
20-367343	2017 JEEP	<u>Plate #</u> AK68817	<u>VIN#</u> ZACCJBBB2HPE59525	<u>\$243.62</u>
Refund Total				<u>\$2,348.06</u>



**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: January 7, 2022
Re: Narrative for December 2021 Tax Collector's Report

As of the end of December 2021, representing the first six months of the fiscal year, we collected more than \$222 million against our \$353.2 million adjusted levy, or **62.91%**. We collected **60.69%** of our sewer use levy, nearly \$10 million, and **83.32%** of the Industrial Pretreatment Program (IPP) fee billing on behalf of the WPCA.

Compared with the prior fiscal year, we ended the month of December 2021 ahead with regard to taxes (3.09%), sewer use (2.72%), and the IPP fee (4.95%).

With regard to prior years' collections, through the end of December 2021, we show a net collection of in excess of \$3.2 million since July 1, 2021. This amount is \$637,366 more than what we collected during the first half of the prior fiscal year, attributable to the tax sale held on October 18, 2021. We collected in excess of **\$8.5 million** on behalf of the city since November 2019 on properties originally slated for the tax sale. Our budgeted collection goals for both the fiscal year ending 2021, and the current fiscal year ending 2022, are predicated on the infusion of revenue generated by the tax sale. Maintaining high current and back tax collection rates promotes budgetary stability, and allows the Board of Estimate and Taxation to set lower mill rates for all taxpayers. A higher current collection rate enables less of an allowance for "uncollectible" taxes, and correspondingly lower mill rates. The link to the sale website is here: [City of Norwalk Tax Sale 2021 \(arcgis.com\)](http://City of Norwalk Tax Sale 2021 (arcgis.com))

We are currently in the second installment tax collection period. Tax statements for the second installment were mailed on December 20. The second installment came due January 1, 2022, and is payable by February 1, 2022 without interest. It is our practice to mail bills as early as possible in order to allow taxpayers to more effectively budget and plan their payments.

Our in-person office hours remain **Monday through Friday, from 8:30 am to 4 pm**. No appointment is needed, and we do not close for lunch. We also continue to offer other payments options, including on line payment, pay-by-phone, paying by mail, and paying in person at one of ten participating Norwalk bank branches.

With regard to delinquent enforcement, we recently issued several dozen alias tax warrants for selected accounts owing past due business personal property taxes. These are served by a state marshal. We plan to issue more warrants after the conclusion of the current collection cycle.

With regard to COVID 19: it is our understanding that City Hall is remaining open to the public in spite of the recent surge in COVID 19 transmission. We are maintaining our regular office hours in accordance with the Administration's directives to maintain services. We have contingency plans in place to resume staggered shifts and some remote work if this becomes necessary. We continue to adhere to all directives and protocols as communicated by the Administration and the Department of Health. Cash management and internal control measures make it nearly impossible to do much of our work remotely, and in the interest of maintaining customer satisfaction and our collection rates, we will continue to do our best to accommodate those who expect in-person service. Nonetheless, we will continue to monitor changes in COVID 19 protocols, and adapt accordingly.

**TAX COLLECTOR'S REPORT
DECEMBER 2021**

FISCAL YEAR 2021-2022 (2020 GRAND LIST)	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 21 - DEC 21	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$21,672,160.18	\$19,376,473.46	89.41%	\$21,360,102.43	(\$312,057.75)	90.71%
AUTOMOBILE-SUPPLEMENTAL	\$4,219,965.63	\$707,956.97	16.78%	\$4,224,522.56	\$4,556.93	16.76%
PERSONAL PROPERTY	\$22,966,731.64	\$13,143,781.98	57.23%	\$23,004,754.89	\$38,023.25	57.14%
REAL ESTATE	\$308,716,745.40	\$189,002,093.62	61.22%	\$304,653,866.08	(\$4,062,879.32)	62.04%
TOTAL TAX	\$357,575,602.85	\$222,230,306.03	62.15%	\$353,243,245.96	(\$4,332,356.89)	62.91%
SEWER USE	\$16,488,685.00	\$9,928,021.74	60.21%	\$16,357,364.57	(\$131,320.43)	60.69%
IPP FEE	\$187,000.00	\$158,315.58	84.66%	\$190,000.00	\$3,000.00	83.32%

FISCAL YEAR 2020-2021 (2019 GRAND LIST)	ORIGINAL LEVY	JUN 20 - DEC 20				
AUTOMOBILE-REGULAR	\$20,760,190.24	\$18,314,941.74	88.22%	\$20,481,759.70	(\$278,430.54)	89.42%
AUTOMOBILE-SUPPLEMENTAL	\$2,974,458.75	\$138,476.10	4.66%	\$2,991,146.96	\$16,688.21	4.63%
PERSONAL PROPERTY	\$20,000,411.00	\$11,336,959.10	56.68%	\$19,992,841.50	(\$7,569.50)	56.71%
REAL ESTATE	\$310,928,205.46	\$181,015,219.85	58.22%	\$308,903,662.44	(\$2,024,543.02)	58.60%
TOTAL TAX	\$354,663,265.45	\$210,805,596.79	59.44%	\$352,369,410.60	(\$2,293,854.85)	59.83%
SEWER USE	\$16,686,428.00	\$9,787,384.94	58.65%	\$16,883,036.26	\$196,608.26	57.97%
IPP FEE	\$203,250.00	\$157,930.25	77.70%	\$201,499.78	(\$1,750.22)	78.38%

TAX DIFFERENCE 2020 G.L. vs. 2019 G.L. INCREASE/(DECREASE)	\$2,912,337.40	\$11,424,709.24	2.71%	\$873,835.36	(\$2,038,502.04)	3.09%
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SEWER DIFFERENCE 2020 G.L. vs. 2019 G.L. INCREASE/(DECREASE)	(\$197,743.00)	\$140,636.80	1.56%	(\$525,671.69)	(\$327,928.69)	2.72%
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IPP DIFFERENCE 2020 G.L. vs. 2019 G.L. INCREASE/(DECREASE)	(\$16,250.00)	\$385.33	6.96%	(\$11,499.78)	\$4,750.22	4.95%
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BACK TAXES COLLECTED	FISCAL YR 2020-2021 (JUL 21 - DEC 21)	FISCAL YR 2019-2020 (JUL 20 - DEC 20)	CUR YR vs. PRIOR YR INC/(DEC)
PRIOR TAXES	\$1,333,857.76	\$1,357,542.59	(\$23,684.83)
PRIOR SEWER USE FEE	\$207,402.14	\$103,197.29	\$104,204.85
PRIOR IPP FEE	\$7,791.12	\$6,234.22	\$1,556.90
TOTAL PRIOR TAX, SEWER & IPP	\$1,549,051.02	\$1,466,974.10	\$82,076.92
CURRENT INTEREST	\$406,262.74	\$432,413.88	(\$26,151.14)
PRIOR INTEREST	\$903,276.62	\$550,375.01	\$352,901.61
SEWER USE FEE INTEREST	\$72,724.00	\$35,423.34	\$37,300.66
IPP FEE INTEREST	\$3,684.98	\$3,056.13	\$628.85
TOTAL INTEREST COLLECTED	\$1,385,948.34	\$1,021,268.36	\$364,679.98
PRIOR LIEN FEE	\$10,586.24	\$8,812.36	\$1,773.88
CURRENT LIEN FEE	\$0.00	\$0.00	\$0.00
TOTAL LIEN FEE COLLECTED	\$10,586.24	\$8,812.36	\$1,773.88
MISC FEES COLLECTED**	\$255,332.52	\$66,497.63	\$188,834.89
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$3,200,918.12	\$2,563,552.45	\$637,365.67

* 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
Henry M. Dachowitz
Chief Financial Officer
hdachowitz@norwalkct.org

Mobile: 516-728-4991
Office: 203-854-7870

125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

MEMORANDUM

Date: January 3, 2022

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

From: Henry Dachowitz, Chief Financial Officer

Re: Special Capital Appropriation for the New Norwalk Neighborhood School in South Norwalk

Attached is a request from the Board of Education for a Special Capital Appropriation in the amount of \$76.0 million to acquire a suitable parcel of land in South Norwalk for the construction of a new 682 student PreK-5 South Norwalk Neighborhood School.

The Finance Department recommends the approval of this Special Appropriation request.

ACTION REQUESTED:

1. RESOLUTION : Close out of Project #0918-5010-5777-C0607 (New Columbus School at Ely Avenue and Project #0919-5010-5777-C0618 and Project#0920-5010-5777-C0618 (Norwalk Global Studies.
2. RESOLUTION: Requesting a Special Capital Appropriation in the amount of \$72.0 million to purchase the property and construct a new neighborhood school in South Norwalk to accommodate 682 PreK – 5 students



**CITY OF NORWALK
Office of the Mayor**

P: 203-854-7701 / F: 203-854-7939

125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

MEMORANDUM

Date: January 3, 2022

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

From: Harry Rilling, Mayor

Re: Special Capital Appropriation for the New Norwalk Neighborhood
School in South Norwalk

Attached is a request from the Board of Education for a Special Capital Appropriation in the amount of \$76.0 million to acquire a suitable parcel of land in South Norwalk for the construction of a new 682 student PreK-5 South Norwalk Neighborhood School.

I am recommending that we use the resources of the close out of the new Columbus School Project and the Norwalk Global Studies Project to fund the New Norwalk Neighborhood School Project.

ACTION REQUESTED:

1. RESOLUTION : Close out of Project #0918-5010-5777-C0607 (New Columbus School at Ely Avenue and Project #0919-5010-5777-C0618 and Project#0920-5010-5777-C0618 (Norwalk Global Studies.
2. RESOLUTION: Requesting a Special Capital Appropriation in the amount of \$72.0 million to purchase the property and construct a new neighborhood school in South



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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE
FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER
RE : SOUTH NORWALK ELEMENTARY SCHOOL
DATE: DECEMBER 30, 2021

As you know, the Board of Education and the City have been involved in a lengthy effort to provide a new school building for the existing Columbus Magnet School, and to construct a new second school in the South Norwalk community. Earlier iterations to construct a new Columbus School at the Ely Park site were unable to come to fruition for a variety of rather complex reasons. Said plan was abandoned and thereafter, the City and Board of Education began to assess alternate options for the past year and a half. Through an evolution of ideas, a new concept was developed during the past summer which incorporated a significant number of the educational, community and financial objectives.

This plan consists of the following elements:

- Relocate Columbus Magnet School from its existing location at 46 Concord Street to the newly constructed “lower” school building on the Ponus School campus. This move will occur over the summer of 2022 when Jefferson School students return to the renovated Jefferson School. Moving Columbus Magnet School to the lower Ponus building will finally provide the Columbus School community with a new school building, which they have been promised and have been patiently waiting for since 2016. The Board of Education formally approved this move at its meeting on November 16, 2021. Norwalk Public School is now actively planning for this move to happen by the start of the 2022 fall semester.

- For generations, South Norwalk children have placed in whatever school happens to have available seats in schools outside of South Norwalk and have been forced to endure long bus rides to and from school. South Norwalk children are not afforded the benefits that a neighborhood school would normally provide to the local community. Additionally, this condition creates limitation for many South Norwalk parents from fully partnering in their children's education which a neighbor school would offer.

On November 16, 2021, the Norwalk Board of Education adopted a plan to construct a new South Norwalk neighborhood school. This school will be a PreK to 5th grade elementary school, having 4 sections per grade (2 sections for PreK) with a total capacity of 682 students. The initial cost estimate for this project is approximately \$72 million with a portion of the funds available for land acquisition. In order to financially support this project, the Board of Education is requesting the City to closeout the new Columbus School at Ely Park project and the renovation of the existing Columbus School building for a proposed Global Academy project which have a combined free balance of approximately \$76 million. This action to be implemented through the Special Capital Budget Appropriation process will free-up sufficient funds to support the development of a new South Norwalk elementary school. In conjunction with the Board of Education's other magnet school offerings, this new neighborhood school will allow Norwalk Public Schools to provide all South Norwalk children with the option to attend a brand new, first-class neighborhood school.

As this plan was being developed, Board of Education, working with its demographer for student enrollment, prepared enrollment information and student distribution projections corresponding to the proposed plan in an effort to meet the State's district wide enrollment criteria and Norwalk community/District objectives. The State is proceeding with preliminary evaluation of the proposed South Norwalk School plan with the anticipation that the City/Board of Education would be in full compliance with State's school grant application requirements including submission deadline of June 30, 2022.

In order to meet all of the grant application requirements in time for a June 30, 2022 submission deadline, the City and Board of Education must take various actions expeditiously. At this time, the City will need to consider and proceed with the adoption of the Board of Education's plan for the development of a new South Norwalk neighborhood elementary school. Concurrently, Board of Education has formally submitted a request to the Mayor and the Finance Director in accordance

with City Codes to initiate the Special Capital Budget Appropriation process to allocate funds for the new South Norwalk Elementary School and at the same time, delete the funding currently available in the two Columbus School building accounts.

Dr. Estrella, Norwalk School Superintendent, together with her staff will be available at the January 5, 2022 Land Use and Building Management Committee to provide a comprehensive overview of the proposed plan. In the event that Committee members have questions prior to or subsequent to the meeting, please do not hesitate to contact myself or the Superintendent directly. Thank you

ACTION REQUESTED:

Adopt proposed Norwalk Public School's facilities improvement strategy for the development of a South Norwalk Elementary School subject to the approval of capital budget funds through upcoming Special Appropriation process.