

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 and/or Zoom, or a recording in the City of Norwalk YouTube channel. Specific instructions and links can be found at norwalkct.gov/meetings.



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Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Irene Dixon at idixon@norwalkct.gov with the subject line "Public Comment" to provide written public comment prior to the meeting.

- I. ROLL CALL**
- II. ACCEPTANCE OF MINUTES**
 - A. Regular Meeting: February 25, 2025**
- III. PUBLIC PARTICIPATION**
- IV. MAYOR**
 - A. RESIGNATIONS AND APPOINTMENTS**
 - 1. APPOINTMENTS**
 - a. Steve Ferguson, Fire Commission**
 - B. MAYOR'S REMARKS**
- V. COUNCIL PRESIDENT**
 - A. RESIGNATIONS AND APPOINTMENTS**
 - B. CONSENT CALENDAR**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Appointment of Attorney Kathleen Royle as Assistant Corporation Counsel.

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with the Norwalk Housing Authority, Sound Communities, Inc. and SC Meadow Gardens LLC for the abatement of real property taxes pursuant to C.G.S. § 8-215 and Norwalk Code 58-1 et. seq. at a rate of five percent (5%) of the aggregate rents collected with respect to the Meadow Gardens affordable housing development excluding any rental assistance subsidies, and reduced by direct costs of utilities and trash payments paid by the Developer for such fiscal year for the following initial term: (i) sixteen (16) years from the date of completion of the project as reflected by the issuance of the first certificate of occupancy or temporary certificate of occupancy for the last unit in the project, or (ii) eighteen (18) years from the date when all parties have signed the Agreement, whichever shall occur first, which initial term shall automatically be extended for an additional twelve (12) years absent an uncured default.

B. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. Confirm the appointment and hire of Jay P. Habansky as the Chief of Economic and Community Development for the City of Norwalk.
2. Authorize the Mayor, Harry W. Rilling, to enter into an employment contract with Jay P. Habansky, with compensation and benefits thereunder consistent with § 35B-2.B. of the Code.
3. Authorize the Department of Public Works to have Eversource Electric install three (3) new street lights on the existing utility poles on the west side of Theodore Lane and one (1) new street light on the existing utility pole in the Cul-de-sac at the south end of Theodore Lane in accordance with the attached plan, at an approximate cost of \$100.00 per month.
Account No. 0140-21-5241
4. Authorize the Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under The Connecticut Department of Transportation Highway Safety Project Number 0205-0712-AH, FY25 Distracted Driving High Visibility Enforcement Grant.
5. Authorize the Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement The Connecticut Department of Transportation Highway Safety Project Number 0205-0712-AH, FY25 Distracted

Driving High Visibility Enforcement Grant.

C. PUBLIC WORKS

1. Approve the Honorary Naming of the portion of Woodward Avenue from South Main Street to Burritt Avenue to be named Reverend Ramon Figueroa Way.
2. Authorize the Mayor, Harry W. Rilling, to Execute a First Amendment Agreement between the City of Norwalk and Tighe & Bond, Inc. for Project DPW2024-1 On-Call Engineering Services. The Agreement is for one year, billable on an hourly basis, for a sum not to exceed \$150,000.00, with an option to extend for one (1) additional term of one (1) year.

Account No. 09 19 4021 5777 C0021

09 21 4021 5777 C0021

09 22 4021 5777 C0021

09 23 4021 5777 C0021

09 24 4021 5777 C0021

09 25 4021 5777 C0021

09 24 4021 5777 C0302

09 25 4021 5777 C0302

09 24 4021 5777 C0315

09 25 4021 5777 C0315

09 19 4021 5777 C0318

09 24 4021 5777 C0318

09 25 4021 5777 C0318

09 24 4021 5777 C0440

09 25 4021 5777 C0440

09 24 4021 5777 C0471

09 25 4021 5777 C0471

09 23 7100 5777 C0583

09 25 7100 5777 C0583

3. Authorize the Mayor, Harry W. Rilling, to Execute a Second Amendment Agreement between the City of Norwalk and Weston & Sampson Engineers, Inc., for Project DPW2024-1 On-Call Engineering Services. The Agreement is for a period of one (1) year, billable on an hourly basis, for a sum not to exceed \$150,000.00/annually, with an option to extend for one (1) additional term of one (1) year.

Account No. 09 19 4021 5777 C0021

09 21 4021 5777 C0021

09 22 4021 5777 C0021

09 23 4021 5777 C0021

09 24 4021 5777 C0021

09 25 4021 5777 C0021

09 24 4021 5777 C0302

09 25 4021 5777 C0302
09 24 4021 5777 C0315
09 25 4021 5777 C0315
09 19 4021 5777 C0318
09 24 4021 5777 C0318
09 25 4021 5777 C0318
09 24 4021 5777 C0440
09 25 4021 5777 C0440
09 24 4021 5777 C0471
09 25 4021 5777 C0471
09 23 7100 5777 C0583
09 25 7100 5777 C0583

4. Authorize the Mayor, Harry W. Rilling, to Execute a First Amendment Agreement between the City of Norwalk and AI Engineers, Inc for Project DPW2024-1 On-Call Engineering Services. The Agreement is for a period of one (1) year, billable on an hourly basis, for a sum not to exceed \$150,000.00, with an option to extend for one (1) additional term of one (1) year.

Account No. 09 19 4021 5777 C0021
09 21 4021 5777 C0021
09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 24 4021 5777 C0302
09 25 4021 5777 C0302
09 24 4021 5777 C0315
09 25 4021 5777 C0315
09 19 4021 5777 C0318
09 24 4021 5777 C0318
09 25 4021 5777 C0318
09 24 4021 5777 C0440
09 25 4021 5777 C0440
09 24 4021 5777 C0471
09 25 4021 5777 C0471
09 23 7100 5777 C0583
09 25 7100 5777 C0583

5. Authorize the Mayor, Harry W. Rilling, to execute a Second Amendment between the City of Norwalk and Tighe & Bond, Inc. for Project DPW2024-2 On-Call Construction Inspection - Observation Services for an amount not to exceed \$350,000.00, billable on an hourly basis.

Account No. 09 19 4021 5777 C0021

09 21 4021 5777 C0021
09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 24 4021 5777 C0302
09 25 4021 5777 C0302
09 24 4021 5777 C0315
09 25 4021 5777 C0315
09 19 4021 5777 C0318
09 24 4021 5777 C0318
09 25 4021 5777 C0318
09 24 4021 5777 C0440
09 25 4021 5777 C0440
09 24 4021 5777 C0471
09 25 4021 5777 C0471

6. Authorize the Mayor, Harry W. Rilling, to execute a permanent sidewalk easement with Noreen R Normand of 31 Richmond Hill Road for construction of sidewalks along Richmond Hill Road for project PM2024-4 Paving at Various Locations.
7. Authorize the Mayor, Harry W. Rilling, to execute a permanent sidewalk easement with Connie C Hertz & Martin Hertz of 33 Richmond Hill Road for construction of sidewalks and driveway apron along Richmond Hill Road for project PM2024-4 Paving at Various Locations.
8. Authorize the Mayor, Harry W. Rilling to award a contract agreement with Colonna Concrete and Asphalt Paving, LLC, in the amount of \$1,212,365.00 with a 10 % Contingency of \$121,365.60 for project TMP2024-7 Hospital Hill Village Safety Enhancement Project.

Account No. 36 37 51 5799 G0067
09 24 3750 5777 C0649
09 25 3750 5777 C0649

9. Authorize the Mayor, Harry W. Rilling, to execute an extension for a 1 (One) year agreement with A. Vitti Excavators, LLC Project TMP 2022-4 Concrete Services ADA-ROW Improvements at Various Locations for an amount not to exceed \$500,000.00 with a contingency of 10% of \$50,000.00.

Account No. 09 20 4120 5777 C0649
09 24 3750 5777 C0677
09 23 4120 5777 C0441
09 24 3750 5777 C0441
09 23 4120 5777 C0649
09 24 3750 5777 C0649

09 23 4120 5777 C0824
09 24 3750 5777 C0824
09 26 3750 5777 C0824
09 26 3750 5777 C0649

10. Authorize the Mayor, Harry W. Rilling, to enter into a temporary Right of Entry Agreement with Linda Makowski to enter over a certain portion of 164 Grumman Avenue for construction access, slope modification purposes in connection with the sidewalk installation for project PM 2023-5 Pavement Management Program.
11. Authorize the Mayor, Harry W. Rilling, to enter into a temporary Right of Entry Agreement with Nancy D'Acunto to enter over a certain portion of 170 Grumman Avenue for construction access, slope modification purposes in connection with the sidewalk installation for project PM 2023-5 Pavement Management Program.
12. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Paradigm Software, LLC.. for the purchase of a software platform to manage the truck scales and customer accounts at the City Transfer Station and Yard Waste Site; in an amount not to exceed \$40,332.08 plus an annual support and service fee of \$11,515.00 that will be renewed on an annual basis.
Account No. 01 40 42 5299
01 13 70 5742
09 22 4021 5777 C0798

D. ECONOMIC AND COMMUNITY DEVELOPMENT

1. Authorize the Mayor, Harry W. Rilling to enter into any and all agreements related to Right of Entry and access to the USPS Post Office at 2 Belden Avenue; and all other agreements and documents required thereunder.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

FIRE COMMISSION

M/C

Nwlc Code 1-333

STEVE FERGUSON (U)

Term Expires - 11/18/2025

7 Roosevelt Street
Norwalk, CT 06851

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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 7:33 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. Dixon called the Roll as follows:

Council at Large:	Mr. Gregory Burnett	Mr. Joshua Goldstein
	Mr. Johan Lopez	Ms. Nora Niedzielski Eichner
	Ms. Barbara Smyth	

District A:	Ms. Nicol Ayers	Mr. Jalin Sead
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District B:	Mr. Dajuan Wiggins	Ms. Darlene Young
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District C:	Ms. Nicole Eaddy	Ms. Anne Wennerstrand
District D:	Ms. Heather Dunn	Mr. Douglas W. Sutton
District E:	Mr. James Frayer	Ms. Lisa Shanahan

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

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

II. ACCEPTANCE OF MINUTES

A. Regular Meeting: February 11, 2025

The following correction was made to the minutes:

Page 3 – grant list should be corrected to read grand list

**** MS. SMYTH MOVED TO ACCEPT THE MINUTES AS CORRECTED**
**** MOTION PASSED WITH TWO (2) ABSTENTIONS (MR. GOLDSTEIN AND MS. YOUNG)**

B. Special Meeting: February 11, 2025

The following correction was made to page 4:

She asked Mr. Schmitt if he felt confident they would have enough in there for the potential loss of growth – should read: She asked Mr. Schmitt if he felt confident they would have enough in there for the potential loss of grants.

**** MR. BURNETT MOVED TO ACCEPT THE MINUTES AS CORRECTED**
**** MOTION PASSED WITH THREE (3) ABSTENTIONS (MR. GOLDSTEIN; MR. WIGGINS AND MS. YOUNG)**

III. PUBLIC PARTICIPATION

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

Jessica Corda said there was limited transparency about where the money goes in the Board of Education. She said she wants the dollars to go to the students. It is challenging where there is zero accountability and transparency. She said there is a team of seven and she does not know

how they benefit the students; of the \$160 million in the budget, most of it goes to the Superintendent's team.

Nick Zerzan said he sees progress in the schools and asked what could be done to not lose the amazing people in place and not cut the budget more.

Jane Wilkens, Principal Naramake Elementary School spoke in support of fully funding the Board of Education budget and not cut any positions.

Erica DePalma, former member of the Board of Education asked that the Rainy Day fund be tapped into.

Ashley Gulyas, Board of Education advocated for increasing the 4% budget and spoke about her child's positive experience at her school. She asked the members of the Common Council to use the Rainy Day fund to offset the taxes.

David Cahill said there are a number of people dissatisfied with the superintendent and the Board of Education. He asked that every line of the budget be scrutinized for waste. He said he is hearing about a lot of wasteful spending. He asked to add it all up and see what can be saved and then fund the budget at a reasonable amount.

Mary Ellen Flaherty Ludwig, Board of Education said she sees an abiding support for the Board of Education and the health of the school system. She said a large number of students hit benchmarks that are better than the national norm. She asked to push the budget up from 4% to 4.5% which is a small increase to the taxpayers and would be a huge increase for the students and teachers.

Amanda Robins said it has been a difficult transition into the school system for her child. She asked if there would be an opportunity to use Rainy Day funds.

Isabel Fray and Dana Shimco, students spoke in support of Ms. Peckham.

Vir Malya, student spoke in support of Ms. Peckham.

Mana Myslinski asked about the oversight of the Board of Education. She asked if someone was going to be paying attention to be sure this does not happen again. She said the budget cut feels like a black cloud and asked that the Rainy Day fund be used.

Sarah Alexander said she has been watching the process closely and it is very disheartening to watch a lot of apathetic faces. She said there are consequences if Interventionists are taken away.

Amanda DeMiranda advocated for special needs children.

Medard Thomas, (Mr. T), Principal Concord Magnet School said he found out he had to cut \$500,000 from his budget; however, these budget cuts will force mediocrity. He said if Norwalk

does not invest in its teachers, they will go to another district where they value education. He asked to do what it takes to put the students first.

Diane Lauricella advocated for not lifting the cap until a line by line review of the City and Board of Education budgets take place. She said she feels there is fat in the Board of Education's budget and would like to speakers to look at the Superintendent's office. She suggested that waste management be taken over by the Department of Public Works to help relieve \$100,000. The City needs to increase revenue through Zoning enforcement. In addition, electricity and utility costs need to be reduced.

Mike Sanger spoke in support of the Board of Education budget.

Sue O'Shea, Principal Marvin Elementary School advocated for allocating additional funds to the Board of Education. She said each principal was asked to cut five to 18 full time positions, which will impact their schools. She asked to increase the Board of Education budget.

Sophia Pogany spoke in support of Ms. Peckham and expressed concern over cutting teacher's positions.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

1. RESIGNATIONS

Mayor Rilling announced the following resignations:

- a. Doris Ash, Board of Assessment Appeals
- b. Jane Walters, Board of Assessment Appeals
- c. Maria Formanek, Board of Assessment Appeals

2. APPOINTMENTS

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

- a. PETER BANG, BOARD OF ASSESSMENT APPEALS, REGULAR**

Mr. Frayer spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

3. REAPPOINTMENTS

**** MR. FRAYER MOVED TO APPROVE THE FOLLOWING REAPPOINTMENTS**

**A. DONALD OVERTON, BOARD OF ASSESSMENT APPEALS, REGULAR
B. STEVE SCATAMACCHIA, BOARD OF ASSESSMENT APPEALS, REGULAR**

Mr. Frayer spoke in support of the reappointments.

**** MOTION PASSED UNANIMOUSLY**

**** MR. FRAYER MOVED TO APPROVE THE FOLLOWING REAPPOINTMENTS**

**C. MEGGAN DOUGLAS, BOARD OF ASSESSMENT APPEALS, ALTERNATE
D. HARRIET PETRIDES, BOARD OF ASSESSMENT APPEALS, ALTERNATE
E. ASHLEY PETRIDES, BOARD OF ASSESSMENT APPEALS, ALTERNATE**

Mr. Frayer spoke in support of the reappointments.

**** MOTION PASSED UNANIMOUSLY**

**** MS. SMYTH MOVED TO APPROVE THE FOLLOWING REAPPOINTMENTS**

**F. LISA COOPER, NORWALK REDEVELOPMENT AGENCY
G. JOHN IGNERI, NORWALK REDEVELOPMENT AGENCY
H. MARY PENISTON, NORWALK REDEVELOPMENT AGENCY**

Ms. Smyth and Mr. Frayer spoke in support of the reappointments.

**** MOTION PASSED UNANIMOUSLY**

B. MAYOR'S REMARKS

Mayor Rilling announced the opening of the new Animal Control facility made possible through an anonymous donation of \$331,000. He talked about the good care the dogs receive at the facility and encouraged people to adopt a dog or cat.

A ground breaking ceremony will take place on Friday at the new \$15 million Community Recreation Center on South Main Street.

V. COUNCIL PRESIDENT

Ms. Smyth thanked the speakers and said their voices were important.

A. RESIGNATIONS AND APPOINTMENTS

There were no resignations or appointments this evening.

B. CONSENT CALENDAR

Ms. Smyth announced that this evening's Consent Calendar would be read by Mr. Goldstein.

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

B. BOARD OF ESTIMATE AND TAXATION

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

1. NARRATIVE ON TAX COLLECTIONS DATED FEBRUARY 2025

2. MONTHLY TAX COLLECTOR'S REPORTS DATED JANUARY 2025

4. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO GOVCONNECTION, INC, IN AN AMOUNT NOT TO EXCEED \$112,619.87 FOR MICROSOFT OFFICE 365 LICENSES RENEWAL. ACCOUNT ALLOCATION: 011370-574C.

B. ORDINANCE

1. APPROVE CHANGES TO CHAPTER 115: COMMISSION ON STATUS OF WOMEN.

C. RECREATION, PARKS AND CULTURAL AFFAIRS

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT FOR THE USE OF VETERAN'S PARK AND IMMEDIATE SURROUNDING GROUNDS BY NORWALK POLICE EMERALD SOCIETY FOR THEIR ST. PATRICK'S DAY PARADE TO BE HELD ON SATURDAY, MARCH 8TH, 2025 FROM 11:00 A.M. TO 12:00 P.M. SET-UP TIME BY 10:00 A.M. SATURDAY WITH TEAR-DOWN BY 1:00 P.M. APPROXIMATELY 200 PEOPLE.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT FOR THE USE OF TAYLOR FARM AND IMMEDIATE SURROUNDING GROUNDS BY FRIENDS OF NORWALK DOGS FOR THEIR

MARDI PAWS, TO BE HELD ON SATURDAY, MARCH 22ND 2025 FROM 11:00 A.M. TO 1:00 P.M. WITH A RAIN DATE OF SUNDAY, MARCH 23RD AND PAWS AND PRIDE, TO BE HELD ON SATURDAY, JUNE 14TH 2025 FROM 11:00 A.M. TO 1:00 P.M. WITH A RAIN DATE OF SUNDAY, JUNE 15TH. APPROXIMATELY 70 PEOPLE.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT FOR THE USE OF VETERAN'S PARK AND IMMEDIATE SURROUNDING GROUNDS BY NORWALK JUNIOR LACROSSE FOR THEIR POUND ON THE SOUND TO BE HELD ON SATURDAY, MAY 31ST AND SUNDAY, JUNE 1ST, 2025 FROM 8:15 A.M. TO 7:15 P.M. SET-UP TIME BY 6:15 A.M. SATURDAY WITH TEAR-DOWN BY SUNDAY AT 9:15 P.M. APPROXIMATELY 300 PEOPLE

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT FOR THE USE OF CALF PASTURE BEACH PARKING LOT AND IMMEDIATE SURROUNDING GROUNDS BY THE COACHMEN FOR THEIR CALF PASTURE BEACH CRUISE TO BE HELD ON TUESDAY, MAY 13TH, JUNE 10TH, JULY 8TH AND AUGUST 12TH, 2025 FROM 4:30 P.M. TO 9:00 P.M. WITH RAIN DATES OF WEDNESDAY, MAY 14TH AND JUNE 11TH AND TUESDAY, JULY 15TH AND FRIDAY, AUGUST 15TH. APPROXIMATELY 150 PEOPLE.

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT FOR THE USE OF VETERAN'S PARK AND IMMEDIATE SURROUNDING GROUNDS BY VOX CHURCH FOR THEIR EASTER EGG HUNT TO BE HELD ON APRIL 12TH, 2025 FROM 7:30 A.M. TO 1:30 P.M. WITH A RAIN DATE OF SATURDAY, APRIL 19TH. APPROXIMATELY 480 PEOPLE.

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT FOR THE USE OF ROWAYTON SCHOOL FIELD AND IMMEDIATE SURROUNDING GROUNDS BY ROWAYTON PTA FOR THEIR ROWAYTON ELEMENTARY SCHOOL CARNIVAL TO BE HELD ON FRIDAY, MAY 2ND, 2025 FROM 4:00 P.M. TO 10:00 P.M. AND SATURDAY, MAY 3RD, 2025 FROM 10:00 A.M. TO 5:00 P.M. WITH A RAIN DATE OF SUNDAY, MAY 4TH. SET-UP TIME BY 10:00 A.M. WEDNESDAY, APRIL 30TH WITH TEAR-DOWN BY SUNDAY, MAY 4TH. APPROXIMATELY 3,000 PEOPLE.

7. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO SIGN ANY AND ALL DOCUMENTS REQUIRED FOR THE PARTNERSHIP AGREEMENT WITH KEEP AMERICA BEAUTIFUL AS IT RELATES TO THE GREEN WORKFORCE TRAINING PROJECT "NATIONAL URBAN FORESTRY EXPERTISE COMES TO NORWALK: A GREEN WORKFORCE PROGRAM", AWARDED THROUGH KEEP AMERICA BEAUTIFUL BY THE

**CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL
PROTECTION.**

8. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT FOR THE USE OF VETERAN'S PARK AND IMMEDIATE SURROUNDING GROUNDS BY NORWALK SEAPORT ASSOCIATION FOR THEIR OYSTER FESTIVAL TO BE HELD ON FRIDAY, SEPTEMBER 5TH FROM 6:00 P.M. TO 11:00 P.M., SATURDAY, SEPTEMBER 6TH FROM 11:00 A.M. TO 11:00 P.M., AND SUNDAY SEPTEMBER 7TH FROM 11:00 A.M. TO 8:00 P.M. SET-UP TIME BY 8:00 A.M. SATURDAY, AUGUST 16TH WITH TEAR-DOWN BY 10:00 P.M. TUESDAY, SEPTEMBER 30TH . APPROXIMATELY 40,000 PEOPLE.

E. PUBLIC WORKS

1. AUTHORIZE, MAYOR HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT AN EASEMENT OVER 12 LUBRANO PLACE, NORWALK, CONNECTICUT, FOR PURPOSES OF ACCESS AND MAINTENANCE.

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

3. Recommended FY 2025 – 2026 Operating Budget

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

**MAXIMUM LIMIT ON TOTAL APPROPRIATIONS
PURSUANT TO SECTION 10-5 (A) OF THE CITY CHARTER**

WHEREAS, SECTION 10-5 (A) OF THE NORWALK CHARTER REQUIRES THAT A MAJORITY OF THE COMMON COUNCIL VOTE TO ESTABLISH A SPECIFIC LIMIT ON LOCAL APPROPRIATIONS DURING THE PROCESS OF ESTABLISHING THE NEXT FISCAL YEAR'S OPERATING BUDGET.

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

THE MAXIMUM LIMIT ON THE TOTAL APPROPRIATION FOR THE CITY OF NORWALK' GENERAL FUND FOR FISCAL YEAR BEGINNING JULY 1, 2025 SHALL BE NO MORE THAN \$450,481,977. BE IT FURTHER

**RESOLVED THAT THE RESULT OF THIS VOTE AND RESOLUTION, BE
FORWARDED BY THE CLERK OF THE CITY OF NORWALK TO THE BOARD
OF ESTIMATE AND TAXATION.**

Mr. Burnett reviewed the Resolution and said it is attributed to several months of meetings. He said it represents a 2.5% increase for the City and a 4% increase for the Board of Education. This also includes an \$8 million drawdown from the fund balance to provide tax relief.

Mr. Burnett reviewed the next steps in the budget process and encouraged the members of the Common Council to support the operating budget as presented.

Ms. Smyth asked Mr. Schmitt to explain the change in the automobile tax and how it impacts the tax increase. Mr. Schmitt said this is a dramatic change and described the two components of the tax change. He said the motor vehicle rate will be reduced which will result in about a \$10 million loss in tax payments from the tax payers. He noted these are mandates from the State of Connecticut. He said there is also a change in the methodology in valuing cars which results in about a \$12 million loss in tax revenues.

Ms. Niedzielski Eichner thanked all who came out tonight. She explained that State law requires that only the school board can make spending decisions, but the Common Council sets the budget cap. She said the Common Council has to look at the broad picture. She said the Rainy Day fund is on everyone's minds and said it is possible the City may lose Federal funding next year. She said she has deep concerns about decreases being made at the Federal level, so they need to be cautious about spending the Rain Day fund.

Ms. Niedzielski Eichner said they need to balance the needs of the residents. She said they've heard the same narrative before about the Board of Education making cuts. She noted that school enrollment is projected to decrease, but there is an increase in the budget in administrative costs. At this point a 4% increase strikes a balance.

Ms. Niedzielski Eichner expressed her thanks to all the City department heads for their hard work and for understanding the impact of every dollar. She said the Common Council was not cutting anything; the law does not allow them to cut the Board of Education's budget. She added that they prioritize the school system. She said this body prioritizes and supports the schools more than people realize. She said she has a problem with the narrative that has been brought forth. She said she did not think they could cut Nurses, but that is what was told to the parents. She also said that other narrative was that the school size would increase, but there is a state statute and there are multiple unions that ensure teachers are not being taken advantage of. She said the Board of Education has to stop getting people to come out by scaring them. They are getting 4% more than they got last year.

Ms. Niedzielski Eichner asked about the fringe benefits and wanted to know what they are. She said the Common Council has to make decisions for all residents. She noted there are some citizens who are struggling and can't pay more in taxes.

Ms. Niedzielski Eichner said this is the first time she has not offered an amendment to increase the Board of Education's budget. She said she supported the recommended cap.

Ms. Smyth said this is a complicated process. She expressed her thanks to the City departments for working hard to scrub their budgets. She announced that Norwalk will receive \$829,000 for Special Education this year. She expressed her thanks to Mayor Rilling for his commitment to the schools and said that during his time in office, he doubled their budget.

Ms. Smyth said it was important for parents to talk to the Board of Education because they are the ones who make the decisions. They need to start looking at how to fund the schools differently; it is a burden on the taxpayers.

Ms. Smyth asked the Board of Education, the Superintendent and her Cabinet to please look within and not cut services or positions that will impact the students.

Mr. Sead said he supports children, but the Board of Education's budget is over 50% of the budget. He said it is disingenuous to say the Common Council does not invest in the children. He said a lot of people he went to school with can't afford to live here. Everything is going up; taxes are going up and there is nowhere in people's budgets to fund it. He said he will support the budget. Mr. Sead said the Board of Education's messaging is disingenuous.

Mr. Goldstein said he was proud of his colleagues and said the quality and power of the school system drives up the value of the City. He said he thinks about the various projects people came out to advocate for. He said this was a balancing act between what people want and what the residents can afford. Mr. Goldstein said the work being done by all departments to strike a balance is commendable.

Mr. Goldstein said 75% of Norwalk's workforce does not live in Norwalk. He said Norwalk is in the second year of its phase in. This is an incredible balancing act that they have to do every year. He said he never saw so many principals come out to talk about the number of positions they were told to cut. He said he hopes the Superintendent, her team and the Board of Education make cuts that will not impact the students. He said he supports this budget.

Ms. Dunn explained that Special Education is a right and can't be cut. She said gifted and talented is also a Special Education service and cutting these services would be a liability. She said she is very certain those threats are happening, and they are very disingenuous and hopes they will stop.

Ms. Shanahan said this is a particularly difficult budget year. She said she knows how hard the City employees and teacher work and wants to thank them. She said she was grateful to the City staff. She acknowledged the residents.

Mr. Frayer said this year was very different from the past and expressed his thanks to Mr. Burnett for holding joint meetings with the Board of Education. He said the Board of Education has to be innovative and think outside of the box. He said he worked through five or six budget cycles and

saw every year it came down to the principals and the teachers. He said Superintendent Estrella and the CFO Mr. Asmani are very skilled managers and came in under the cap and came up with a surplus. He said he was confident they will be able to deal with this budget crisis without losing any student facing employees. Mr. Frayer said they dipped into the Rainy Day fund right to the border.

Mr. Wiggins said the message this year is clear and it seems everyone is on the same page. He noted there was a surplus in the Board of Education's budget that can be rolled over. He said Dr. Estrella has more than she needs to be successful.

Mayor Rilling said they were proud of the City and the teachers. He said he wanted the department heads to come in with a 2 ½% increase, but some may scrub more when they go line by line with the Board of Estimate and Taxation.

Mayor Rilling said this was the most difficult budget he has seen. His administration since 2013 to today has increased the Board of Education's budget by \$78 million and that does not include in kind services of \$30 - \$40 million. Mayor Rilling said there are things that need to be looked at in the Board of Education budget that could be going more toward Special Education and the teachers.

Mayor Rilling expressed his thanks to Mr. Burnett for his leadership on the Finance Claims Committee and for everyone who served on the different committees. He also expressed his thanks to the members of the Board of Estimate and Taxation and the Common Council.

**** MOTION PASSED UNANIMOUSLY**

D. COMMUNITY SERVICES

Due to a potential conflict of interest Mr. Sead and Mr. Wiggins recused themselves and left the meeting.

**** MS. AYERS MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS AS MAY BE NECESSARY WITH THE LOCAL PREVENTION COUNCIL IN THE AMOUNT OF \$20,000.00 - ACCOUNT NO. 012010-5A0620 TO THE FIDUCIARY POSITIVE DIRECTIONS, 90 POST RD W, WESTPORT, CT 06880 C/O THE NORWALK PARTNERSHIP.**

Ms. Ayers reviewed the item and said this prioritizes young people.

**** MOTION PASSED UNANIMOUSLY**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions from Common Council members this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no motions postponed to a specific date this evening.

X. SUSPENSION OF RULES

There were no suspensions of the rules this evening.

XI. ADJOURNMENT

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

There was no further discussion, and the meeting was unanimously adjourned at 9:47 p.m.

ATTEST: _____
Irene Dixon, City Clerk

Steve Ferguson

Norwalk, CT 06851

ferguson06902@gmail.com

2035249795

Professional Summary

A seasoned financial commercial banking loan officer implementing business development initiatives to acquire new customer relationships and to retain current client relationships for a reputable mutually held financial institution. Perceived as a solution based team member with problem solving skills. Goal driven using relationship focused behaviors with attention to meet timely deadlines.

Skilled communicator with management qualities needed to perform independently and in a team environment.

Authorized to work in the US for any employer

Work Experience

Vice President, Commercial Lender

SAVINGS BANK OF DANBURY-Fairfield County Connecticut

December 2020 to Present

- Managed a portfolio of commercial loans, ensuring timely repayment and minimizing risk exposure
- Developed and maintained relationships with clients, providing personalized service and addressing their financing needs
- Negotiated loan terms and conditions with borrowers to ensure mutually beneficial agreements
- Conducted thorough market research to identify potential lending opportunities in various industries
- Collaborated with underwriters and credit analysts to evaluate loan applications and make informed lending decisions
- Monitored industry trends and economic indicators to anticipate changes that may impact loan performance
- Prepared comprehensive loan proposals outlining borrower's financial position, business plans, and collateral value

Asst. Vice President- Business Banking Lender

First County Bank-Fairfield County Connecticut

September 2015 to December 2020

Primary duties involve the development of new to bank business relationships in lower Fairfield County, CT.

Relationship manager with a diversified loan portfolio of various businesses and industries. Presents full service suite of business banking solutions, offering business banking products to service prospective and existing business clients and their employees.

Commercial Relationship Manager and Business Development Officer for commercial customers.

Responsible for aggressively soliciting and servicing prospective customers, producing a variety of commercial loans. Generating and managing a portfolio of business and corresponding relationships.

Establishing and expanding the existing book of business for branches from Greenwich to Fairfield, CT covering five branches in lower Fairfield County.

Responsibilities include periodic financial reviews of existing clients. Review total relationship to ensure maximum utilization of all banking services and corporate initiatives are met and used. Joint calling

efforts, marketing and referral management. Analyze each client's historical financial trends to anticipate current cash flow and long term needs.

Non-Profit liaison for the First County Foundation. Relationship manager of the bank's community based non-profits. Monitor their long standing relationship, delivering over \$630,000 in grants per year.

Daily communications with all referral sources, weekly branch huddles and management conference calls.

Joint calling with senior management, branch personnel and Center of Influences to present the banking story and the community commitment to the clients we serve.

Quarterly measures include Lending, Deposits, Merchant Services, Payroll and Cash Management

Selected Achievement:

Recipient of the Fairfield County's 40 under 40 award in 2016

Exceeded commercial loan and deposit goals for 2016, 2017 and 2018.

Vice President- Small Business Banking

First Niagara Bank-Fairfield County Connecticut

2014 to 2015

Primary duties involve the strategy development to identify, source and present all business banking solutions by offering business banking products to service prospective and existing business clients and their employees. (Merger with Key Bank in 10/2015 resulted in the division moving out of state, recruited by First County Bank prior)

Responsible for establishing and expanding the existing book of business for branches from Greenwich to Shelton, CT the 14 branches in Fairfield County.

Daily communications with all referral sources, weekly branch huddles and management conference calls.

Joint calling with management, branch personnel and Center of Influences to present the banking story and the community commitment to the clients we serve.

Quarterly measures include Lending, Deposits, Merchant Services, Payroll and Treasury Management

Selected Achievement: Within the first 90 days of employment closed a permanent commercial mortgage in 21 days.

Business Banker/Officer

JP Morgan Chase Bank

2010 to 2014

Primary duties involve acquiring and the servicing of commercial, small business and private client relationships through sales efforts. Daily solicitations of various small business lending and deposit solutions.

Lead prospecting contact person. Coordinate branches, center of influence and referral leads.

Provides complex commercial lending solutions through financing options such as temporary financing, permanent commercial mortgages, lines and letters of credit.

Coach branch personnel to implement daily activities to connect multiple layers of business opportunities.

Lead in implementing various business development efforts, including show coaching, follow-ups on referrals and provide result to management with best practices.

Refer and coordinate with various professional contacts to maximize relationship potentials.

Lead business banker for new businesses in the area. Utilize all search tools in local municipalities to identify new businesses.

Selected Achievement: Honored with MVP award by the National Sales Division at Chase in 2010 and

Store Manager/Business Development Officer/Assistant Vice President

2007 to 2010

Primary responsibilities included the overall management of branch sales, service, client relationship building, portfolio growth, and profitability of the branch. Develop and direct branch performance levels and implement effective solutions for revenue improvement in targeted areas.

Provided direction and coaching to branch staff concerning pro-active sales techniques/activities, timing of campaigns and measurement of results.

Responsible for hiring, performance improvement plans, reviews, promotions, salary recommendations and terminations of their direct reports.

Lead analyst on client portfolios. Direct client contact and relationship building. Examine the financial structure of personal and business clients to provide sound advice to upper management for relationship expansion or reduction. Analyzing financial trends of the market, gathering reports, to facilitate staff meetings.

Travel to prospective client's place of businesses and residences to provide exceptional service and personal touches to complex and irregular financial transactions.

Financial Services Manager/Assistant Vice President

People's Bank-Stamford, CT

2004 to 2007

Primary responsibilities included the overall management of branch sales, service, client relationship building, portfolio growth, and profitability of the branch. Develop and direct branch performance levels and implement effective solutions for revenue improvement in targeted areas.

Provided direction and coaching to branch staff concerning proactive sales techniques/activities, timing of campaigns and measurement of results.

Responsible for hiring, performance improvement plans, reviews, promotions, salary recommendations and terminations of their direct reports.

Lead analyst on client portfolios. Direct client contact and relationship building. Examine the financial structure of personal and business clients to provide sound advice to upper management for relationship expansion or reduction. Analyzing financial trends of the market, gathering reports, to facilitate staff meetings.

Travel to prospective client's place of businesses and residences to provide exceptional service and personal touches to complex and irregular financial transactions.

Provide direction to ensure monetary and lending compliance procedures are in place to support Federal and State driven laws.

Selected Achievement: For the 2nd and 4th Quarter 2005 awarded a bank wide competition of exceeding profitability and revenue targets. The best branch out of 160 branches in Connecticut for 4th

3

Quarter 2005 "MVP award" for best out of the best in Feb 2006. Top performer of closed Mortgage and Equity based products of People's Bank in Annual sales for the 2006 year.

Financial Specialist Officer

Wachovia National Bank, Stamford Executive Office-Stamford, CT

1999 to 2004

Primary responsibilities involve acquiring and servicing personal and business clients. Provided deposit products, insurance, investments and residential and commercial Loans. Regular reviews of credit risk, cash flows, and financial statements to lend.

Analyze client portfolios and make recommendations in order to assist clients in attaining their financial goals.

Perform reviews of clients' current financial resources and financial position, identify appropriate products that will fit their needs and provide added value to their existing portfolio.

Assist in implementing various business development efforts, including conducting telemarketing solicitations and sales seminars.

Collaborate with the residential mortgage processing team on documentation needed, call-outs for documentation/follow-up as well as communication the loan decision to the customer.

Plan and execute business goals and objectives to acquire \$1M in business and personal loans; \$650k in new client deposit accounts; and \$300k investment portfolios per month.

Selected Achievement: Inducted into "High Five Club" within one year of employment.

Education

Bachelor of Science in Business Administration

University of Connecticut

Present

Certified in Commercial, Business and Consumer Credit Lending and Underwriting

Massachusetts Bankers Association - Framingham, MA

January 2017 to October 2017

License in Investment Company Products/ Variable Contracts-Series 6, 63 and 24

FINRA - New York, NY

May 1999 to March 2002

Skills

- Business Development
- Business Analysis
- Negotiation
- Management
- Risk Management
- Meeting Facilitation
- Loan Officer Experience
- Portfolio Management
- Telemarketing
- Salesforce
- CRM Software
- Financial Report Writing
- Pricing
- Underwriting
- Financial Services
- Financial Planning
- Banking
- Credit Analysis

Links

<https://www.linkedin.com/in/thebanker>

Awards

Barbara Jean Edmonds Penn Community Award

September 2024

Savings Bank of Danbury Face of Volunteerism Award

March 2024

40 under 40 award (2016) Fairfield County Business Journal

April 2016

"40 under 40" winners are celebrated to be best of Fairfield County professionals under the age of 40 years old. The industries chosen are Banking, Finance, Insurance, Insurance, Real Estate, Technology, Non-Profits and more.

Certifications and Licenses

Certified Notary Public

Publications

Steven Ferguson Joins First County Bank as the Business Development Officer

<https://www.firstcountybank.com/sites/default/files/press-releases/S%20Ferguson%20FINAL.pdf>

October 2015

Announcement as a the team leader for the Business Development department.

Norwalk Resident Named Vice President of Small Business Banking First Niagara Bank

<https://patch.com/connecticut/norwalk/norwalk-resident-named-vp-small-business-banking-first-niagara-0>

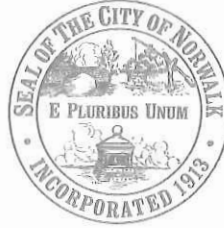
October 2014

Announced as the Vice President of Small Business Banking in Fairfield County.

CITY OF NORWALK

LAW DEPARTMENT

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



TEL: (203) 854-7750
FAX: (203) 854-7901

VI.A.

March 5, 2025

Mayor Harry W. Rilling
Members, Norwalk Common Council

Re: Appointment of Attorney Kathleen Royle as Assistant Corporation Counsel:

Greetings,

It is with great enthusiasm that I submit the name of Attorney Kathleen Ludwig Royle for an appointment to the position of full-time Assistant Corporation Counsel. Attorney Royle has extensive experience in land use matters as well as in the field of negotiating licenses, leases, and contracts. She certainly will fill the needs of the Law Department in this regard.

Attorney Royle has an impressive academic background having graduated magna cum laude from New York Law School where she served as the Articles Editor for the school's Law Review. Prior to that she graduated from Hamilton College with honors as well as competing as a member of the Women's Track and Field Team (4 years).

It is noteworthy that Attorney Royle is a native of Norwalk and a product of the Norwalk Public School system. In fact, her parents still live in Norwalk. Of further note is the fact that she successfully completed a two-person circumnavigation of the globe on a 41-foot sailboat. With that experience behind her, we are confident that she can navigate the legal waters of Norwalk.

Again, it is with confidence that we submit the name of Attorney Kathleen Royle for appointment to the four (4) year term of full-time Assistant Corporation Counsel for your consideration and approval.

Very truly yours,

M. Jeffry Spahr
Deputy Corporation Counsel

KATHLEEN LUDWIG ROYLE

EXPERIENCE

GREGORY AND ADAMS P.C. ASSOCIATE – MARCH 2021-PRESENT

- Represent and guide commercial and residential clients in filing for and obtaining approvals from Planning and Zoning Commissions, Inland Wetlands Commissions and Zoning Boards of Appeals.
- Advise clients regarding regulatory and statutory compliance with local, state and federal laws, regulations, and ordinances.
- Maintain working knowledge of land use legislative and regulatory changes and judicial decisions.
- Draft and negotiate easements, licenses leases, and other real property agreements on behalf of clients.
- Advise clients regarding potential PA 490 and tax-exempt opportunities.
- Counsel clients on rights and obligations and negotiate, as necessary, to resolve neighbor disputes.
- Represent clients and negotiate real estate and business/asset purchase and sales agreements.

VERIZON BUSINESS, INC. ASSOCIATE COUNSEL III 1.5 YEARS

- Assisted the global southeast sales management team with the negotiation of master services agreements and addendums for Internet and telecommunications services and provided legal advice to successfully grow and maintain relationships with numerous Fortune 100 companies located in Florida and Georgia.
- Leveraged relationships within the organization to manage client expectations and decrease turnaround time for deliverables.
- Spearheaded the legal department's overhaul of the contracting process for web hosting services driving shorter turnaround times.

UUNET TECHNOLOGIES, INC. ASSISTANT GENERAL COUNSEL 5.5 YEARS

- Partnered with senior executives to manage all aspects of relationship with primary client to expand Internet backbone and related services in U.S., Europe, and Asia within contractually obligated delivery and performance metrics. (\$1Billion annual revenues)
- Responded to RFPs, RFIs and RFQs for commercial and government entities.
- Addressed legal issues related to web hosting services with product management team. Negotiated varied agreements in the development and enhancement of web hosting services. Trained legal department personnel on web hosting legal issues.

Developed sales contracts and advised contract analysts and attorneys during customer contract negotiations.

- Managed a group of contract analysts. Provided legal and business advice on contract and customer satisfaction elements of service performance and contract cancellation matters.

ANS COMMUNICATIONS, INC. ATTORNEY (Merged with UUNET)

- Created and negotiated standard and customized Internet services agreements for the company's various service offerings. (Grew to \$250 million in annual revenue over 2 years)
- Counseled product development and management teams regarding the legal and commercial risks of new services.
- Negotiated a variety of commercial documents including, software licenses, software maintenance agreements, hardware purchase agreements, equipment leases, nondisclosure agreements, and consulting agreements primarily to support the development of new and enhanced service offerings.
- Collaborated with employees and outside counsel to satisfactorily address and manage regulatory and contractual issues involved with the company's international expansion.
- As one of two company attorneys, addressed all legal matters for the company.

BAR ADMISSIONS

NEW YORK AND CONNECTICUT

EDUCATION

NEW YORK LAW SCHOOL, New York, NY J.D., magna cum laude; Articles Editor, New York Law School Law Review

HAMILTON COLLEGE, Clinton, NY B.A., Psychology (Major), History (Minor); Honors: Awarded Distinction on Senior Thesis; NESCAC Women's Track & Field (4 years)

CIRCUMNAVIGATION Successfully completed a two-person 30,000-mile circumnavigation on a 41-foot sailboat



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NorwalkHA.org   

Brenda Penn-Williams
Chair

Liza Y. Bermudez-Montgomery
Vice Chair

John H. Church
Treasurer

Isaac J. Walcott
Commissioner

Teneshia Jacobs
Tenant Commissioner

Adam Bovilsky
Executive Director

Lattarulo Law Firm, LLC
General Counsel

VII.A.

March 6, 2025

Harry W. Rilling
Mayor of Norwalk
125 East Ave
Norwalk, CT 06856

VIA EMAIL: hrilling@norwalkct.gov

Dear Mayor Rilling:

The Norwalk Housing Authority has long appreciated your steadfast support for affordable housing. Currently, our community is experiencing a severe housing crisis, which makes your support even more crucial. With this letter, NHA is requesting a tax abatement agreement for an affordable housing project that will redevelop aging public housing stock to create new, energy efficient units for families with very low incomes.

While there are many factors contributing to the housing crisis, the lack of new construction marks high on the list. High construction costs inhibit affordable housing development in particular, due to prevailing wage rate requirements and the very nature of low-income housing being that rents are restricted to below market rates.

Despite this environment, NHA has no choice other than to redevelop Meadow Gardens, a 54-unit public housing property built in 1959, which has been deemed physically obsolete by the U.S. Department of Housing and Urban Development (HUD). There is mold in every ground-floor unit, serious structural issues, corroded plumbing, failing water and sewer mains, and various incidences of asbestos.

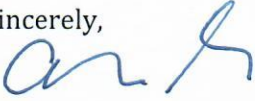
In order to redevelop the property and preserve these affordable units, NHA plans to demolish the existing structures and rebuild on site 59 apartments (a mix of one-, two-, three- and four-bedroom units), 30 of which will be restricted to households earning up to 30% of area median income and the remaining 29 to households earning up to 50% of area median income. All original Meadow Gardens households will be invited to return.

A tax abatement for the property would lower total operating costs to a more manageable amount. The cost of maintaining an affordable housing property is similar to any other multifamily property, with maintenance, management, utilities and debt service being standard expenses.

The abatement agreement we are requesting would be calculated by multiplying the aggregate rents, excluding all rental subsidies, by five percent (5%) and reducing that sum by the cost of owner paid utilities in a given fiscal year. This agreement would in fact result in higher revenue for the city because the current PILOT agreement for the existing public housing site equates to zero taxes owed each year.

Thank you for your continued support. Please contact me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'A. Bovilsky', is written over the word 'Sincerely,'.

Adam Bovilsky
Executive Director

CC: Tom Livingston, Chief of Staff
Darin Callahan, Asst. Corporation Counsel

Jay P. Habansky, AICP*Urban Planner & Planning & Zoning Director, Consultant/Strategist, Adjunct Lecturer*

Jay Habansky is currently the Planning & Zoning Director for Stratford, Connecticut. Jay collaboratively develops all long-range planning programs, manages land use and advises the Economic Development Director and Mayor on complex urban initiatives. Jay has comprehensive experience in municipal planning zoning issues and as a domestic/international planning consultant. He is an AICP certified planner and holds a Master's Degree in Urban and Regional Planning from the University of Florida. Throughout the school year, Jay is an adjunct lecturer for the University of Arizona's Master of Real Estate Development program. Jay has extensive experience working on planning and zoning initiatives, with a focus on economic policy, transit-oriented development, infrastructure connectivity, sustainability, coastal resilience and housing. His experience includes work for Stratford, the City of Bridgeport, as well as domestic/international consulting work in Connecticut, Brazil and Colombia. Jay also is the president of small a planning consulting firm *JPH Planning + Consulting*, which develops projects ranging from long-range planning programs, economic development/policy, critical infrastructure, including the authoring of multiple chapters of the *Norwalk Redevelopment Agency's 2020 Strategic Plan*. As an expert in community redevelopment and planning, Jay is asked to speak at events as a featured panelist for a number of professionally accredited organizations. Jay is a court verified legal expert in planning and zoning related matters and a seasoned expert in his field.

Experience

Office of Planning & Zoning
Town of Stratford, Connecticut

Planning & Zoning Director**(2016-Present)**

- **Policy & Projects**

- Comprehensive Update of Town Zoning Regulations (ongoing)
- Plan of Conservation & Development 2023-2033
- Project Lead for Downtown Village District Overlay
- Core Member of 80 Acre Army Engine Plant Redevelopment Master Plan
- Core Member of Town-wide Greenway Planning System
- Project Lead Coastal Community Resilience Master Plan
- Project Lead for Complete Streets Master Plan
- Project Lead for Complete Streets: Stratford Center Project
- Project Lead for FEMA's Community Rating System
- Core Member of Digital Permit Processing Implementation
- Core Member for the Tri-State Area's (CT, NY, NJ) 4th Regional Plan
- Project Lead for Regional Bikeshare Program
- Project Lead for Stratford Affordable Housing Plan
- Project Lead for Riverean Daylight Project
- MS4 Compliance Team Member
- Percent for Arts Program Coordinator

- **Community Outreach**

- Complete Streets Community Meetings
- Complete Streets Public Design Charrette
- Coastal Resiliency Community Meetings
- FEMA Community Rating System
- Greenway Community Meetings
- Redevelopment of Center School – TOD Redevelopment

- **Community Service & Outreach**

- Committee Member, Connecticut Institute of Resilience & Climate Adaptation
- Committee Member, Regional Transportation Technical Advisory Committee
- Committee Member, Governor's Task Force on Affordable Housing in Fairfield County

- Mentor, American Planning Association Mentor Program
- Volunteer, Planning & Zoning Commissioner, Easton CT
- Volunteer, Appalachian Service Project
- Volunteer, COVER Vermont Service Project
- Volunteer, Easton Little League Baseball Coach Spring & Summer Travel Team

Experience implementing State & Federally funded projects 2014-2024:

○ ConnDOT STP-Urban Program,	\$12,400,000.00
○ ConnDOT LOTCIP,	\$14,256,000.00
○ HUD SCI,	\$2,500,000.00
○ ConnDOT CMAQ,	\$2,000,000.00
○ State of CT DECD Urban Action Program,	\$2,500,000.00
○ FHWA High Priority Federal Funds,	\$1,400,000.00
○ OPM Transit-Oriented Development Grant	\$650,000.00
○ Responsible Growth and TOD Grant	\$450,000.00
○ State of CT CDBG,	\$220,000.00
○ DEEP Open Space & Watershed	\$261,240

Total Grant Funds Managed: \$36,637,340.00

**University of Arizona: College of Architecture, Planning & Landscape Architecture
Tucson, AZ**

Adjunct Lecture – Master of Real Estate Development Program (MRED)

(2020-Present)

- Graduate School course instructor in the following:
 - Survey of Responsible Real Estate Development
 - Land Development Process
 - Real Estate Market Analysis
 - Intro to Real Estate Finance

**Office of Planning & Economic Development
City of Bridgeport, Connecticut**

City Planner, Office of Planning & Economic Development

(2009-2016)

- **Placemaking & Urban Design Projects:**
 - Brewster/Grovers Pocket Park
 - Lewis Latimer Memorial Statue
 - (3) Projection Mapping Treatments
 - (14) Citywide Beautification and *Green Infrastructure*
 - Urban Agriculture Program (urban gardens)
- **Streetscape Restoration Projects:**
 - Black Rock Business District Traffic Calm & Gateway Improvements
 - Lafayette Circle Realignment and Bi-directional Traffic on Fairfield
 - Seaview Avenue Corridor Improvements
 - Madison Avenue Streetscape Improvements
 - Fairfield Avenue & Clinton Avenue Streetscape Improvements
- **Transportation Infrastructure:**
 - Seaview Avenue Corridor Improvements
 - Lafayette Circle Realignment and Bi-directional Traffic on Fairfield Avenue
 - Black Rock Business District Traffic Calm & Gateway Improvements
 - Barnum Rail Station Design
 - Sustainable Cities Design Academy -East Bridgeport Development Corridor

- **Bicycle & Pedestrian Improvement Projects:**
 - Ash Creek Pedestrian Bridge
 - Pequonnock River Trail *Urban Greenway*
 - Johnson's Creek Greenway & Restoration
 - Core team member drafting policy for *Complete Streets* Steering Committee
- **Maritime Projects:**
 - Hilliard Bloom Shellfish Marine Dredge Project
 - Core team member for Southern CT Regional Framework for Resilience

Certifications, Education and Volunteer Work

American Planning Association Washington, D.C.

- American Institute of Certified Planners (AICP) – Member # 30360

University of Florida Gainesville, Florida

- Master in Urban and Regional Planning (**GPA: 3.87**)
 - Focus in TOD, Transportation, Responsible Redevelopment & Resiliency
 - Florida Planning & Zoning Association: 2015 Outstanding Student Award
- International Work Experience – Brazil & Colombia – Collaborated alongside government officials, planning agencies and universities on various projects relating to planning policy, economic development, transportation, stormwater mitigation, climate change and coastal resiliency.

St. Lawrence University Canton, New York

- Bachelor of Arts:
 - Major: Sociology
 - Minors: Education and Religious Studies

National Outdoor Leadership School Lander, Wyoming

- Developed leadership and outdoor skills
 - Certified Wilderness First Responder

Legal Experience

- Verified Court Expert in Planning and Zoning Related Matters
- Regularly testifies in court as an expert on land use matters

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into on this ____ day of _____, 2025 by and between the City of Norwalk (“the City”) and Jay Habansky (“the Employee”), an individual residing at 336 North Park Avenue, Easton, Connecticut (collectively referred to as “the Parties”), in the following circumstances:

RECITALS

WHEREAS, the City wishes to engage the services of the Employee in the capacity of Chief of Economic and Community Development;

WHEREAS, the Employee is willing to have his services engaged in such position on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, the City and the Employee hereby agree as follows:

SECTION 1. POSITION AND TERM OF EMPLOYMENT.

1.1 **Duties.** The Employee shall serve as Chief of Economic and Community Development (or such additional or successor position(s) as determined by the City based its needs), which shall include, but not be limited to the performance of: (i) such duties and responsibilities as may be reasonably determined by the City consistent with the Employee’s position and (ii) all tasks as described within the Employee’s job description, which is attached hereto as Exhibit A.

1.2 **Full Attention to the City of Norwalk.** Under the direction of the Mayor’s Office, the Employee shall devote his time, skills, labor, attention and energy to the business and affairs of the City of Norwalk and shall use his best efforts to promote the interests of the City during the term of this Agreement.

1.3 **Term.** The term of the Employee’s employment under this Agreement shall commence on March 31, 2025 and shall expire on March 31, 2028, unless terminated as hereinafter

provided. When said term expires, the Agreement will not be extended. The Employee may continue to serve in the position at the pleasure of the Mayor pursuant to the City Non-Unit Personnel Benefits and Compensation Policy and other Personnel Rules of the City.

SECTION 2. COMPENSATION. The Employee shall be entitled to an annual salary commencing at Step 8 of the Norwalk Non-Unit Personnel Benefit and Compensation Policy Ordinance Salary Schedule (“Ordinance Salary Schedule”) for the Chief of Economic and Community Development position, which as of this date provides for a salary of One Hundred and Seventy-Three Thousand Six Hundred and Thirty-Three Dollars (\$173,633.00). The parties acknowledge that the Ordinance Salary Schedule expired on June 30, 2024, and that the salary for said position at Step 8 during the Fiscal Year 2024-2025 is subject to increase retroactively when, and if, a new Ordinance Salary Schedule, effective as of July 1, 2024, is established by the City.

SECTION 3. BENEFITS. The Employee shall be entitled to the benefits listed in the Non-Unit Personnel Benefit and Compensation Policy attached hereto as Exhibit B.

SECTION 4. PERFORMANCE

4.1 Performance Evaluation. The Mayor or designee shall complete an annual performance evaluation for the Employee. The Employee shall be advised of the results of said evaluation and shall be afforded the opportunity to review and discuss the results of said evaluation. The Parties agree that failure to achieve the required standards and performance for two (2) consecutive years shall constitute good and just cause for termination of the Agreement.

4.2 Inability to Perform. Should the Employee, in the opinion of the City, be unable to perform by reason of absence or other event and said inability exists for a continuous period of six (6) months or if said inability is, in the opinion of the City, permanent, irreparable or of such nature as to make performance impossible, the City may, at its option, terminate this agreement, whereupon the respective duties, rights and obligations hereof shall terminate.

SECTION 5. TERMINATION.

The Employee's employment may be terminated in any of the following manners:

5.1 Mutual Agreement. At any time, by the mutual written consent of the Employee and the City. Upon such termination, all obligations of the City under this Agreement thereupon immediately shall terminate other than any obligations with respect to earned but unpaid salary, vacation and sick days and benefits (as permitted by the City Non-Unit Personnel Benefit and Compensation Policy) through the date of termination.

5.2 For Cause. The Employee may be terminated by the City at any time For Cause. Termination For Cause shall include termination because of the Employee's personal dishonesty, incompetence, willful misconduct, breach of fiduciary duty involving personal profit, material breach of the City's Code of Ethics, willful violation of any law, rule or regulation (other than routine traffic violations or similar offenses) or final cease-and-desist order, or material breach of any provision of the Agreement. Upon such termination, all obligations of the City under this Agreement thereupon immediately shall terminate other than any obligations with respect to earned but unpaid salary, vacation days, sick days (limited to 60 total) and benefits through the date of termination.

5.3 Resignation. At any time by the Employee upon thirty (30) days prior written notice to the City. Upon resignation by the Employee as provided in this Section, all obligations of the City under this Agreement thereupon immediately shall terminate other than any obligations with respect to earned but unpaid salary and benefits through the date of termination or expiration.

SECTION 6. MISCELLANEOUS

6.1 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the City and the Employee, and no representations, promises, agreements, or understandings, written or oral, relating to the employment of the Employee by the City not contained herein shall be of any force or effect.

6.2 Amendments. This Agreement may only be amended or modified by a written mutual agreement signed by the Parties hereto.

6.3 Assignment. This Agreement, together with any amendments hereto, shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, assigns, heirs and personal representatives provided that neither the Employee nor the Employee's beneficiary may assign, pledge, transfer or sell any right under this Agreement.

6.4 Notice. Any and all notices required or permitted herein shall be in writing and shall be deemed to have been duly given if delivered personally or if mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) If to the City:

City of Norwalk
Office of the Mayor
125 East Avenue
Norwalk, Connecticut

(b) If to the Employee:

Jay Habansky
336 North Park Avenue
Easton, Connecticut

Any party hereto may by notice in writing change the address to which notices are to be addressed hereunder. Notice hereunder shall be deemed to have been received on the date delivered to or received at the premises of the addressee if delivered personally, and in the case of mail three (3) days following the depositing of the same in the United States Mail as above stated.

6.5 Effect of Waiver of Rights. No waiver of any provision of this Agreement shall be enforceable unless in writing and signed by the waiving party. No waiver of any provision of this Agreement shall affect the validity or enforceability or constitute a waiver of future enforcement of

that provision unless the waiver so states. Nor shall any waiver of any provision of this Agreement serve as a waiver of other provisions of this Agreement unless the waiver so states.

6.6 Effect of Unenforceable Clause. The invalidity or unenforceability of any provision of this Agreement shall not in any way affect the validity or enforceability of any other provision of this Agreement. Whenever possible, this Agreement shall be construed in a manner to permit the full enforcement of each provision hereof and any declaration of invalidity or unenforceability of any provision hereof shall be construed to minimize the effect of such declaration.

6.7 Governing Law. This Agreement shall in all respects be subject to and governed by the laws of the State of Connecticut.

6.8 Titles or Headings. Titles and section headings are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement. If there is a conflict between a title or heading and the text of this Agreement, the text shall control.

6.9 Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

WITNESS:

CITY OF NORWALK

Witness

Date

Date

WITNESS:

EMPLOYEE

Witness

Employee

Date

Date



**DEPARTMENT OF
ENGINEERING**

City of Norwalk
Paul Sotnik, P.E.
Senior Civil Engineer / Department of Engineering
125 East Avenue
Norwalk, CT 06856-5125
Office Telephone: (203) 854-7891
www.norwalkct.gov
E-Mail: psotnik@norwalkct.gov

MEMORANDUM

TO: Michele DeLuca – Deputy Director of Emergency Management

FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer 

CC: Vanessa Valadares, P.E., – Chief of Operations and Public Works
James Meehan, P.E. – Principal Engineer

REF: Request For Additional Street Lighting

DATE: February 12, 2025

Per our conversation, the Department of Public Works has received a request in the form of a neighborhood petition from some of the residents of Theodore Lane requesting that four (4) new street lights be installed on existing utility poles. Three (3) on the west side of Theodore Lane and one (1) in the Cul-De-Sac at the south end of Theodore Lane, all within the City Right-of-Way. There is currently no street lights on Theodore Lane.

I have reviewed the request with the Chief of Operations and Public Works and feel that the additional lights at the requested locations would provide a greater level of safety for both pedestrians and vehicles on Theodore Lane and especially at the intersection of Theodore Lane and Murray Street. The Department is requesting that a total of four (4) new 31 Watt LED street lights be installed on the four (4) existing poles (see attached plan). Mr. Robert Mercurio from Eversource has previously indicated that the cost of the electricity for the 31 Watt LED light is approximately \$25.00 per month per light. I have attached copies of the petition forwarded from the Residents of Theodore Lane, the Outdoor Photometric Reports for the 31 Watt LED light fixture provided by Eversource Electric, the Theodore Lane Proposed Street Lighting plan, as well as a spreadsheet indicating the Requested Street Light Locations and the Estimated Cost for your reference.

Therefore, I would like to request that the following item be included on the agenda for the February 27, 2025 meeting of the Public Safety & General Government Committee of the Common Council for approval and if the Committee determines that they would like to move forward with this item, sent to the Common Council for approval at their March 11, 2025 meeting.

- 1.) Authorize the Department of Public Works to have Eversource Electric install three (3) new street lights on the existing utility poles on the west side of Theodore Lane and one (1) new street light on the existing utility pole in the Cul-De-Sac at the south end of Theodore Lane in accordance with the attached plan, at an approximate cost of \$100.00 per month.

Account No. 0140 21-5241.

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

RECEIVED

FEB 10 2025

PUBLIC WORK

The Town of Norwalk
124 East Avenue
Norwalk, CT 06851

To Whom it May Concern,

I am writing to bring to your attention a pressing safety concern regarding the lack of street lighting on Theodore Lane in Norwalk, CT 06851, a street with the dead-end and the cul-de-sac where the fire hydrant is located.

This dark area has become increasingly concerning for residents, as we have experienced several attempted car thefts and instances of drug dealing in the past. The absence of adequate lighting not only compromises our safety but also hinders visibility for emergency services that may need to access the hydrant in urgent situations.

We kindly request that the city consider installing street lights in this area to enhance safety and visibility for all residents. Improved lighting would deter criminal activity and provide a greater sense of security for our community.

Thank you for your attention to this important matter. We look forward to your prompt response and support in making our neighborhood safer.

Sincerely,

The Residents of Theodore Lane

2/8/2025

Athena Cerone

Kathryn Krasnick

Tiffany Dioreio

Vicki Daniele

Maribeth Chikusa

Margaret M. Hart

Wendi Don

Rose Davis

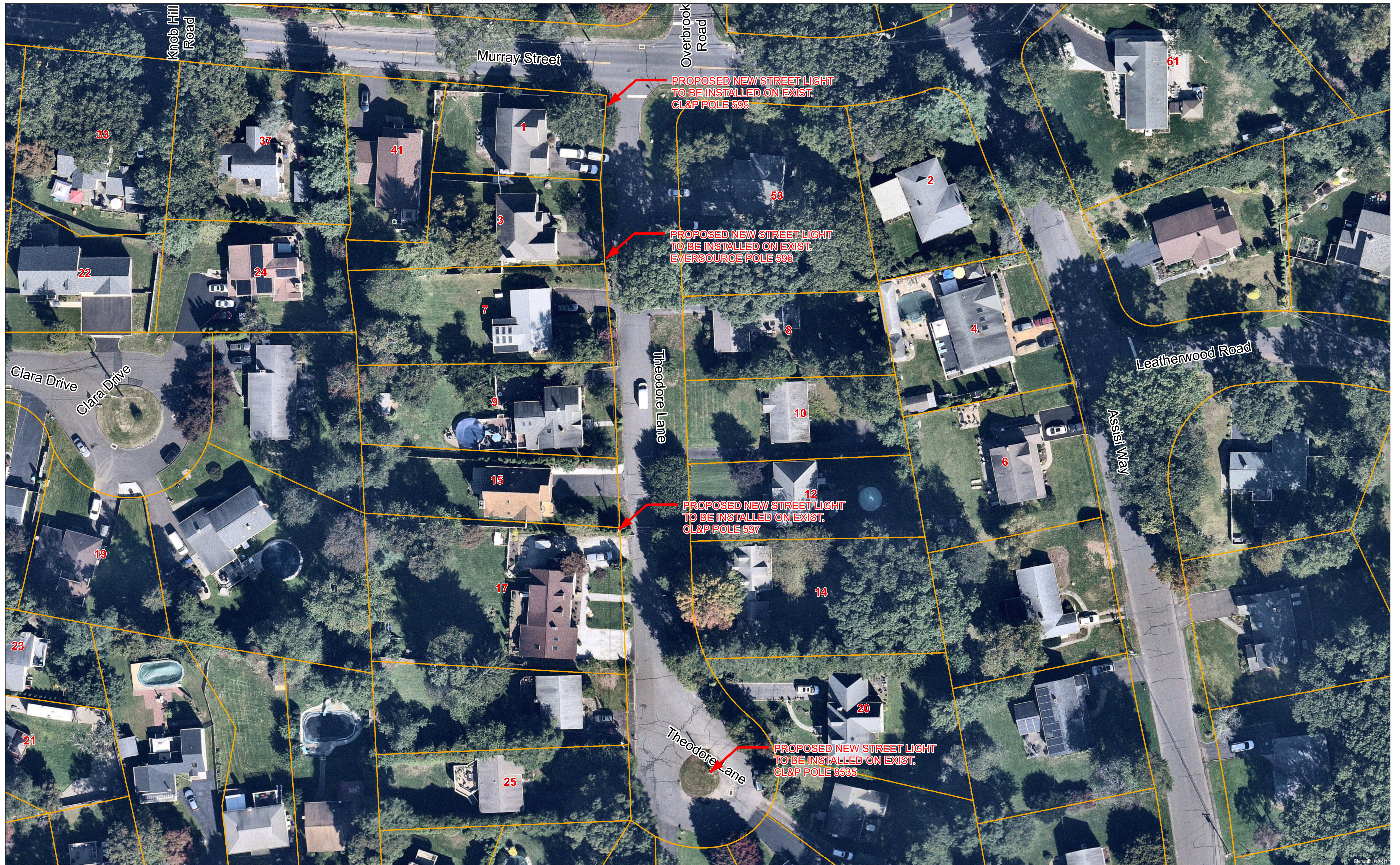
[Signature]

Paul Luciani

Jim Lind

Mary Cerone

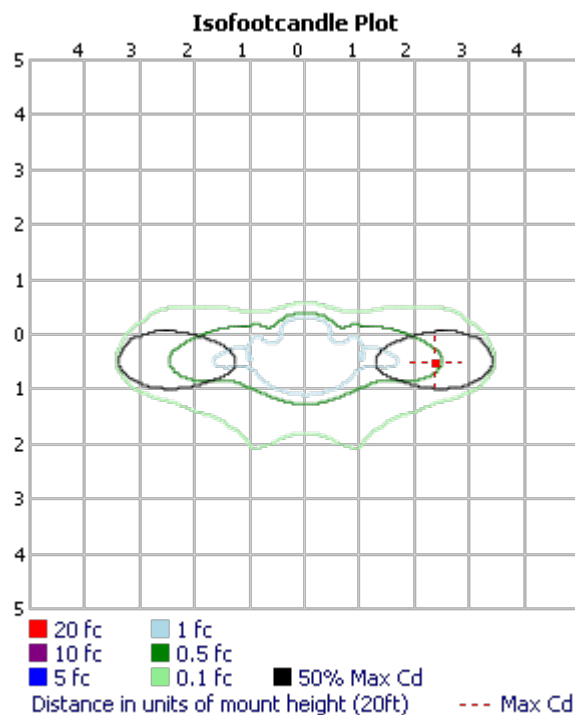
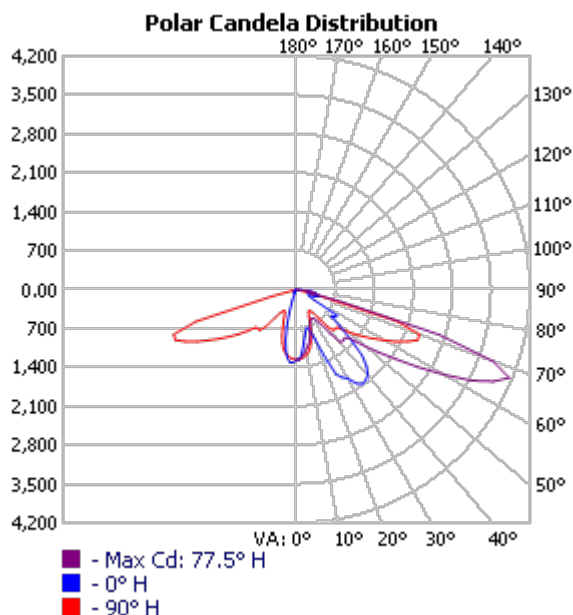
Frank Kelly



OUTDOOR PHOTOMETRIC REPORT

CATALOG: ATBS C XXXXX R2 3K

TEST #: 107413P37
 TEST LAB: SCALED PHOTOMETRY
 TEST NOTES: SCALED FROM ABSOLUTE TEST: 107413P0
 TEST DATE: 10/25/2016
 CATALOG: ATBS C XXXXX R2 3K
 DESCRIPTION: ATBS C PERFORMANCE PACKAGE, 3000K COLOR TEMPERATURE, ROADWAY TYPE II DISTRIBUTION
 SERIES: AUTOBAHN ATBS
 LAMP CATALOG: LED
 LAMP: LED
 LAMP OUTPUT: TOTAL LUMINAIRE LUMENS: 3628.1, **ABSOLUTE PHOTOMETRY ***
 BALLAST / DRIVER: LED DRIVER, LED DRIVER
 INPUT WATTAGE: **31**
 LUMINOUS OPENING: CIRCULAR (DIA: 11.04")
 MAX CD: 4,142.9 AT HORIZONTAL: 77.5°, VERTICAL: 67.5°
 ROADWAY CLASS: MEDIUM, TYPE I



*TEST BASED ON ABSOLUTE PHOTOMETRY WHERE LAMP LUMENS=LUMENS TOTAL.

*CUTOFF CLASSIFICATION AND EFFICIENCY CANNOT BE PROPERLY CALCULATED FOR ABSOLUTE PHOTOMETRY.

VISUAL PHOTOMETRIC TOOL 1.2.46 COPYRIGHT 2017, ACUITY BRANDS LIGHTING.

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OUTDOOR PHOTOMETRIC REPORT
 CATALOG: ATBS C XXXXX R2 3K

ZONAL LUMEN SUMMARY

ZONE	LUMENS	% LUMINAIRE
0-30	691.1	19%
0-40	1,176.3	32.4%
0-60	2,431.1	67%
60-90	1,197.0	33%
70-100	425.6	11.7%
90-120	0.000	0%
0-90	3,628.1	100%
90-180	0.000	0%
0-180	3,628.1	100%

LUMENS PER ZONE

ZONE	LUMENS	% TOTAL	ZONE	LUMENS	% TOTAL
0-10	110.7	3.1%	90-100	0.000	0%
10-20	243.9	6.7%	100-110	0.000	0%
20-30	336.5	9.3%	110-120	0.000	0%
30-40	485.2	13.4%	120-130	0.000	0%
40-50	604.7	16.7%	130-140	0.000	0%
50-60	650.1	17.9%	140-150	0.000	0%
60-70	771.5	21.3%	150-160	0.000	0%
70-80	365.0	10.1%	160-170	0.000	0%
80-90	60.6	1.7%	170-180	0.000	0%

ROADWAY SUMMARY

DISTRIBUTION:	TYPE I, MEDIUM	
MAX CD, 90 DEG VERT:	0.000	
MAX CD, 80 TO <90 DEG:	616.6	
	LUMENS	% LAMP
DOWNWARD STREET SIDE:	2,961.0	81.6%
DOWNWARD HOUSE SIDE:	667.8	18.4%
DOWNWARD TOTAL:	3,628.8	100%
UPWARD STREET SIDE:	0.000	0%
UPWARD HOUSE SIDE:	0.000	0%
UPWARD TOTAL:	0.000	0%
TOTAL LUMENS:	3,628.8	100%

LCS TABLE

BUG RATING	B1 - U0 - G1	
FORWARD LIGHT	LUMENS	LUMENS %
LOW(0-30):	427.5	11.8%
MEDIUM(30-60):	1,520.7	41.9%
HIGH(60-80):	956.3	26.4%
VERY HIGH(80-90):	56.5	1.6%
BACK LIGHT		
LOW(0-30):	263.9	7.3%
MEDIUM(30-60):	219.2	6%
HIGH(60-80):	180.8	5%
VERY HIGH(80-90):	3.9	0.1%
UPLIGHT		
LOW(90-100):	0.000	0%
HIGH(100-180):	0.000	0%
TRAPPED LIGHT:	0.000	0%

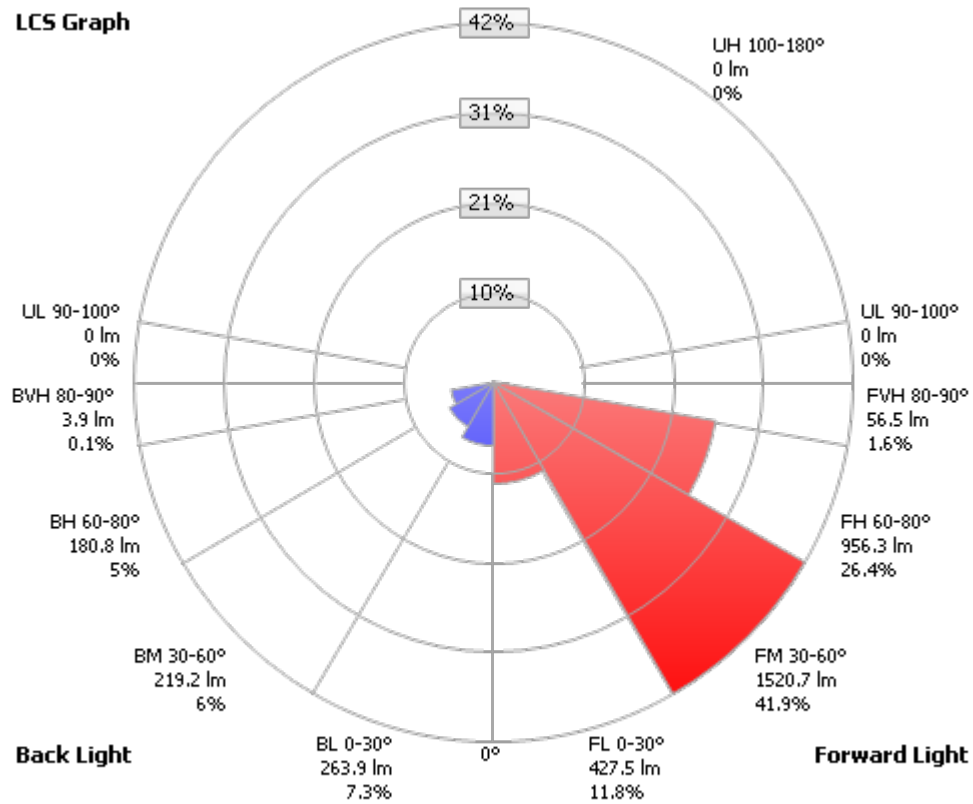

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OUTDOOR PHOTOMETRIC REPORT
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LCS Graph



Back Light

Forward Light

Scale = Max LCS %

Trapped Light: 0lm, 0%



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OUTDOOR PHOTOMETRIC REPORT

CATALOG: ATBS C XXXXX R2 3K

**CANDELA TABLE - TYPE C**

	0	15	25	35	45	55	65	75	85	90	105	115	125	135	145	155	165	175	180
0	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261
5	1128	1072	1078	1093	1112	1136	1167	1189	1219	1234	1271	1291	1304	1312	1316	1319	1322	1323	1321
10	845	817	828	854	891	939	992	1052	1124	1164	1240	1247	1251	1229	1211	1189	1170	1164	1112
15	708	737	771	796	813	830	864	900	951	990	1064	1051	1009	952	880	824	783	762	681
20	912	1003	968	932	880	818	770	725	702	721	782	754	690	611	516	440	377	342	289
25	1679	1639	1492	1301	1135	989	824	634	528	522	543	501	422	336	244	176	147	138	99
30	1846	1819	1711	1529	1328	1108	873	637	480	439	372	293	202	132	88	72	65	64	63
35	2065	1960	1795	1542	1343	1271	1110	813	594	504	324	186	107	75	62	59	59	59	57
40	1992	1874	1755	1543	1319	1221	1204	1246	1046	876	391	150	69	53	49	52	57	58	57
45	1657	1598	1608	1544	1406	1298	1235	1230	1094	980	414	112	54	47	48	55	63	61	60
50	1008	974	1074	1204	1308	1418	1538	1551	1349	1154	331	65	48	43	44	57	55	51	49
55	856	707	585	593	869	1288	1996	2275	1793	1472	366	56	41	37	36	40	45	37	36
60	367	472	638	651	565	776	2323	3229	2320	1813	411	52	37	31	29	31	33	33	31
65	226	459	599	512	572	707	2003	3981	2999	2206	442	54	35	27	26	27	28	28	28
70	343	513	568	532	291	651	1140	3396	3363	2356	393	54	29	21	20	20	22	21	19
75	406	450	395	279	149	196	506	648	917	457	68	39	25	16	15	13	13	13	13
80	337	338	274	142	69	77	279	396	68	27	16	16	15	12	11	12	12	11	10
85	219	200	161	53	23	27	41	177	73	15	9	8	7	6	6	5	6	6	5
90	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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VISUAL PHOTOMETRIC TOOLPUBLISH
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REQUESTED STREET LIGHTS - LOCATIONS AND ESTIMATED COST

<u>Location</u>	<u>Fixed Cost</u>	<u>Monthly Cost</u>	<u>Notes</u>
Intersection Of Theodore Lane And Murray Street	\$ -	\$ 25.00	Cost of Electricity For One (1) New Street Light Installation On An Existing Pole @ \$25/Mo./Light
1 Theodore Lane	\$ -	\$ 25.00	
17 Theodore Lane	\$ -	\$ 25.00	
Theodore Lane Southern Cul-De-Sac	\$ -	\$ 25.00	
TOTAL	\$ -	\$ 100.00	

Memo

To: Common Council and Public Safety and General Government Committee
From: Deputy Chief Melissa Lepore
CC:
Re: Connecticut Department of Transportation Highway Safety Project Number 0205-0712-AH, FY25 Distracted Driving High Visibility Enforcement Grant
Date: March 3, 2025

The Connecticut DOT has awarded the Norwalk Police Department funding for Project Number 0205-0712-AH, FY25 Distracted Driving High Visibility Enforcement Grant. The grant award is approved for the amount of \$69,992.38. The grant funds are effective from April 01, 2025 to April 30, 2025.

According to the UCONN Connecticut Crash Data Repository, 83 motor vehicle crashes from 2022 to 2024 were caused by cell phone usage while driving in Norwalk. That 11% of motorists are using their cell phones at any given time and 26% of all crashes are due to cell phone usage while driving. Norwalk was selected by the Highway Safety Office (HSO) based on a combination of data where traffic volumes are highest and the most crashes occur to include: fatal and injury crashes, daily vehicle miles traveled, population, crash rate per population, and past high visibility enforcement grant performance.

This grant will allow the Norwalk Department of Police Service to enhance road safety, increase public awareness, encourage compliance, deter risky behavior, and protect vulnerable road users and pedestrians. Officers will monitor traffic at locations that have been determined through statistics to be hot spots for distracted driving and crashes. Officers will conduct motor vehicle stops and will issue verbal warnings, written warnings, infraction tickets, or make arrests when appropriate and necessary. All enforcement efforts applied through this grant will be tailored to distracted driving violations.

We are requesting the following authorization:

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under The Connecticut Department of Transportation Highway Safety Project Number 0205-0712-AH, FY25 Distracted Driving High Visibility Enforcement Grant.
2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement The Connecticut Department of Transportation Highway Safety Project Number 0205-0712-AH, FY25 Distracted Driving High Visibility Enforcement Grant.

**CONNECTICUT DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY OFFICE**



GRANT APPROVAL CONFIRMATION

DELIVERED BY EMAIL TO: Rita Nigri

APPROVED PROJECT PERIOD:	April 01, 2025 - April 30, 2025
STATE PROJECT NUMBER:	0205-0712-AH
PROJECT NAME:	FY25 Distracted Driving High Visibility Enforcement
GOVERNMENTAL UNIT:	City of Norwalk
APPLICANT:	Norwalk Police Department
FEDERAL FUNDS:	\$69,992.38
MUNICIPAL/OFFICER/CONSTABLE FRINGE RATE OVERTIME %:	1.45%
STATE POLICE/RESIDENT TROOPER FRINGE RATE OVERTIME %:	0.00%
CFDA:	20.600

The Department of Transportation would like to notify you of the approval of the Norwalk Police Department's Highway Safety project application entitled FY25 Distracted Driving High Visibility Enforcement effective April 01, 2025 - April 30, 2025.

Federal funds in the amount of \$69,992.38 are allocated to this project in accordance with the approved 2025 Fiscal Year Connecticut Highway Safety Plan. The total project cost may not exceed this amount for the approved project period.

All grants greater than or equal to \$30,000.00 are subject to FFATA (Federal Funding Accountability and Transparency Act) sub-award reporting requirements. For more information go to <https://www.fsr.gov/#a-faqs>.

All costs incurred under this project must be in full compliance with both federal and State regulations, policies and procedures that govern the use of highway safety funds. Costs are subject to review by both Internal and External Auditors.

Please note that deviations from the specifics of the approved budget must be reviewed and approved by the Highway Safety Office prior to their implementation in order for related costs to be eligible for reimbursement.

The ENF-APP reimbursement package will be sent to your agency point of contact. All final claims against this project, together with all supporting financial documentation, must be submitted to the Highway Safety Office no later than thirty (30) days after the project period ending date.

If you have any additional questions or concerns regarding this program, please contact me at Joseph.Cristalli@ct.gov or 860-594-2412.

cc'd by email to: clam@norwalkct.gov
dorr@norwalkct.gov

Joseph T. Cristalli, Jr.
Transportation Assistant Planning Director

Application Signatures

Subgrantee Signatures

Authorizing Official

* **Name:** *Rita Nigri*
* **Title:** *Grant Administrator*

* **Signature:** *Rita Nigri*
Signature Date: *02/24/2025*

Financial Officer

* **Name:** *Rita Nigri*
* **Title:** *Grant Administrator*

* **Signature:** *Rita Nigri*
Signature Date: *02/24/2025*

Project Director

* **Name:** *David Orr*
* **Title:** *Lieutenant*

* **Signature:** *David Orr*
Signature Date: *02/24/2025*

CTHSO Signatures

Program Manager

* **Name:** *Ellie Stamp*
* **Title:** *Connecticut Careers Trainee*

* **Signature:** *Ellie Stamp*
Signature Date: *02/28/2025*

Supervisor

* **Name:** *Phyllis DiFiore*
* **Title:** *Transportation Supervising Planner*

* **Signature:** *Phyllis DiFiore*
Signature Date: *03/03/2025*

Fiscal

* **Name:** *Monique Madden*
* **Title:** *Associate Fiscal/Admin Officer*

* **Signature:** *Monique Madden*
Signature Date: *03/03/2025*

Program Coordinator

* **Name:** *Joseph Cristalli*
* **Title:** *Transportation Assistant Planning Director*

* **Signature:** *Joseph Cristalli*
Signature Date: *03/03/2025*

Governor's Representative

* **Name:** *Garrett Eucalitto*
* **Title:** *HSO Governor's Representative*

* **Signature:** *Garrett Eucalitto*
Signature Date: *03/03/2025*

Application General Information Form

ACCEPTANCE -- IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH TRANSPORTATION SAFETY SECTION POLICY. COPY OF POLICY OBTAINED UPON REQUEST.

Applicable Organizations: * *City of Norwalk* Option 1
Option 2
Project Title: * *FY25 Distracted Driving High Visibility Enforcement*
Governmental Unit/Agency: * *City of Norwalk*

[X] Check here if the remittance address is different than the Applicant/Organization address.

Governmental Unit/Agency Information

Governmental Unit/Agency: *City of Norwalk*

Address *
125 East Avenue

City *
Norwalk

State *
Connecticut

Zip *
06851

FEIN

UEI Number

Applicant Information

Applicant Name: *Norwalk Police Department*

Address *
1 Monroe Street

City *
Norwalk

State *
Connecticut

Zip *
06854

E-mail *
dorr@norwalkct.gov

Phone *
(203) 854-3007

Fax

FEIN *
06-6011881

UEI Number *
V7ZTXNBNKJM9

Project Director Information

Designated Project Director for this grant: *David Orr* *

First Name *

David

Last Name *

Orr

Title *

Lieutenant

Email *

dorr@norwalkct.gov

Phone *

(203) 854-3007

Financial Officer Information

Designated Financial Officer for this grant: *Chitsamay Lam* *

First Name *

Chitsamay

Last Name *

Lam

Title *

Comptroller

Email *

clam@norwalkct.gov

Phone *

(203) 854-7711

Authorizing Official Information

Designated Authorizing Official for this grant: *Rita Nigri* *

First Name *

Rita

Last Name *

Nigri

Title *

Grant Administrator

Email *

migri@norwalkct.gov

Phone *

(203) 506-4159

Problem ID

Applicant: Norwalk Police Department

Project Title: FY25 Distracted Driving High Visibility Enforcement

To date, identifying the role distracted driving has played in fatality and serious injury crashes has been a challenge in Connecticut, due to the way crash data is collected and limitations of the crash reporting form (PR-1) itself. In order to effectively allocate funds to multiple areas including enforcement mobilizations, the HSO chose to use an index of a combination of factors to best identify where the largest volumes of crashes, non-interstate roadway use, and population centers intersect. The goal of which is to target suspected locations where distraction as a result of hand held mobile phone use by drivers leads to crashes; and to identify areas where enforcement of Connecticut's hand held mobile phone for drivers can most be effective.

The applicant was selected by the HSO to conduct High Visibility Enforcement (HVE) based on a combination of the following data, weighted and ranked to determine areas where traffic volumes are highest, and the most crashes occur by town. The following ranking system was used by our data consultant.

- Fatal and injury crashes
- Daily Vehicle Miles Traveled (DVMT)
- Population
- Crash rate per DVMT
- Crash Rate per population
- Past High Visibility Enforcement grant performance

Crash data can be obtained from the Connecticut Crash Data Repository at: <http://www.ctcrash.uconn.edu/>

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

According to the US Census, in 2022 Norwalk had a population of 91,100. Since 2000 when the population was 82,951, the population has grown 9.8%. Additionally, the advent of the smartphone in 2007 has yielded a greater usage of mobile technology for purposes such as social media, emailing, videoing, mapping, and internet usage. Smartphone usage while driving poses a significant risk to roadway safety and has been the cause of an increase in motor vehicle crashes causing injuries and fatalities. According to the National Highway Traffic Safety Administration, in 2022, 3,308 people were killed in motor vehicle crashes involving distracted drivers. The NHTSA estimates that 11% of motorists are using cell phones at any given time and that 26% of all crashes are due to cell phone usage while driving. The UConn Crash Data Repository indicates that there were 83 motor vehicle crashes from 2022 to 2024 that were caused by cell phone usage while driving in Norwalk, CT. The UConn Crash Repository indicates that the most problematic areas in Norwalk are along the major thoroughfares of Rt. 1, Rt. 7, Rt. 123, Rt. 136, East Ave, West Ave. Additionally, the municipal arterial roadways such as Main Ave, Flax Hill Rd, Strawberry Hill Ave, Silvermine Ave, Newtown Ave, West Norwalk Rd, Gregory Blvd, and Fallow St are also problematic. The time periods when most crashes occur during the work week (Monday - Friday) are the morning, midday, and evening rush hours. On the weekends, distracted driving-related crashes happen all day and into the late hours of the night.

Additional Documentation

			Target Goals *
			Project Period
Distracted Driving Crashes			Distracted Driving Crashes
2021	2022	2023	2025
27	30	20	10
Distracted Driving Fatalities			Distracted Driving Fatalities
2021	2022	2023	2025
0	0	0	0
Distracted Driving Injuries			Distracted Driving Injuries
2021	2022	2023	2025

2	2	1	0
Distracted Driving Citations Issued			Distracted Driving Citations Issued
2021	2022	2023	2025
418	464	911	1,000

Problem Identification

List locations with the highest problems

Route 1 *

Route 136 *

Route 123 *

Route 7

East Ave

West Ave

Taylor Ave/North Taylor Ave

Fillow St

Flax Hill Rd

Strawberry Hill Ave

West Norwalk Rd

Silvermine Ave

New Canaan Ave

Gregory Blvd / Beach Rd

Highland Ave

Rowayton Ave

List day(s) of the week where data shows increased problems:

Sunday *

Monday *

Tuesday *

Wednesday

Thursday

Friday

Saturday

List time(s) of the day where data shows increased problems:

0700-1000 *

1100-1300 *

1600-1800 *

1900-0200

Objectives

Applicant: Norwalk Police Department
Project Title: FY25 Distracted Driving High Visibility Enforcement

To decrease fatalities and injuries as a result of crashes caused by driver distraction, especially those caused by hand held mobile phone use by:

- Increasing enforcement, especially HVE of Connecticut's hand held mobile phone ban for drivers in areas identified to have high rates of fatal and injury crashes

Describe the objectives to be accomplished during this project.

The objectives should be specific, clearly written, measurable, and time-framed.

The objectives of this distracted driving enforcement initiative include:

Enhancing Road Safety – Reduce the number of accidents, injuries, and fatalities caused by distracted driving. The success of this enforcement initiative towards meeting this particular objective will be prospectively measurable through favorable statistical results made available through the UConn Crash Data Repository.

Increasing Public Awareness – Educate drivers on the dangers of using cell phones or engaging in other distractions while driving.

Encouraging Compliance – Ensure drivers follow laws prohibiting the use of handheld devices and other distractions while driving. The success of this enforcement initiative towards meeting this particular objective will be prospectively measurable through favorable statistical results made available through the UConn Crash Data Repository. The desired result will be a decrease in observed and documented violations while keeping resource deployment constant over time. Also, a decrease in distracted-driving-related crashes would be a positive indicator of compliance.

Detering Risky Behavior – Discourage drivers from using cell phones through visible enforcement and penalties.

Protecting Vulnerable Road Users – Reduce the risk to pedestrians, cyclists, and other road users who are often victims of distracted driving incidents.

Strengthening Law Enforcement Efforts – Support police officers with resources and strategies to detect and penalize distracted drivers effectively. The availability of funds towards this effort will enable officers to focus their efforts on distracted driving enforcement, rather than conducting enforcement in between calls for service and other public safety needs.

Gathering Data and Insights – Collect statistics on violations, accidents, and trends to improve future enforcement and policy decisions.

Supporting Legislative Measures – Reinforce existing laws and advocate for stronger regulations if needed.

Activities

Applicant:*Norwalk Police Department**FY25 Distracted Driving High Visibility Enforcement***Project Title:****Describe activities and procedures you will undertake to achieve each objective. *****Identify project personnel and responsibilities. Include activity timelines.**

Officers will employ established motor vehicle enforcement tactics and industry standards such as single-officer roving uniformed patrols in marked police vehicles. Officers will physically monitor traffic at locations that have been determined through statistics to be hot spots for distracted driving violations and crashes. Officers will conduct motor vehicle stops and will issue verbal warnings, written warnings, and infraction tickets, and they will make arrests when appropriate and necessary. Enforcement efforts applied through this grant will be tailored to distracted driving violations.

Enforcement

Applicant: Norwalk Police Department
Project Title: FY25 Distracted Driving High Visibility Enforcement

Enforcement Activity

SPRING Wave: April 01, 2025 To April 30, 2025

Date Location and Manpower Changes

Dates, manpower and locations chosen for this grant application should reflect intended enforcement dates but are for planning purposes. While these changes do not have to be "pre-approved" they must fall within the grant parameters. Any changes outside of grant parameter **MUST** be pre-approved (i.e. 10 officers working an 8 hour shift).

8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM. 8 HOUR SHIFTS MAXIMUM.

Drop-Down Box Choices (Enforcement Type)

Spotter type enforcement can be done in teams or individually. If working in teams, identify a spotter and other officers working the shift (non-spotter). If working alone, spotter – self initiated is the correct category. Please note – spotter -self initiated is not roving. Rather, this category involves an officer choosing a strategic, covert location advantageous to the observation of all types of hand held mobile phone use. When this behavior is observed, the officer then “self-initiates the stop.

Subgrantee Type	Enforcement Type	Number of Hours	Hourly Rate	Total
Municipal PD	Non-Spotter	32	\$77.00000	\$2,464.00

Enforcement Total: **\$2,464.00**

Wave Breakdown	Fall	Spring	Total
Number of Planned Days	0	28	\$68,992.00
Enforcement Total	\$00.00	\$68,992.00	

Location	Type
Rt. 1	Spotter/Self-Initiated
Rt. 7	Spotter/Self-Initiated
Rt. 123	Spotter/Self-Initiated
Rt. 136	Spotter/Self-Initiated
East Ave	Spotter/Self-Initiated
West Ave	Spotter/Self-Initiated
Main Ave	Spotter/Self-Initiated
Taylor Ave / North Taylor Ave	Spotter/Self-Initiated
Strawberry Hill Ave	Spotter/Self-Initiated
Flax Hill Rd	Spotter/Self-Initiated
Highland Ave	Spotter/Self-Initiated
Rowayton Ave	Spotter/Self-Initiated
Silvermine Ave	Spotter/Self-Initiated

<i>West Norwalk Rd</i>	<i>Spotter/Self-Initiated</i>
<i>Gregory Blvd / Beach Rd</i>	<i>Spotter/Self-Initiated</i>

Fringe

Applicant: *Norwalk Police Department*

Project Title: *FY25 Distracted Driving High Visibility Enforcement*

Do you plan on submitting a Fringe Rate? * ☒ Yes ☐ No

Fringe Benefits

NOTES:

- **If fringe rate is being charged/reimbursed, this page should be completed and signed.**
- **Fringe benefit charges should NOT be included in the hourly rate.**
- **No hourly rate should be inflated--all hourly rates should be reported as actuals.**

I hereby certify that the information below is the true and accurate and authorized by "*Norwalk Police Department*" for hours worked by personnel for the following time period:

FROM: *04/01/2025 **

TO: *04/30/2025 **

Actual Cost Category	Officer/Constable Fringe Rate OVT %	Trooper Fringe Rate OVT %
<i>FICA-Medicare</i>	<i>1.45000</i>	<i>00.00000</i>
Other Cost Category		
Total Fringe Rate	<i>1.45000%</i>	<i>00.00000%</i>

City/Town/Agency's Chief Financial Officer or Authorizing Official

I further certify that this statement is correct in all respects and that the fringe benefit rate(s) identified above accurately represents the fringe benefit costs to the city/town/agency for the individuals employed under or working on this project.

*** Name:** *Rita Nigri*
*** Title:** *Grant Administrator*

*** Signature:** *Rita Nigri*
Signature Date: *02/24/2025*

Budget

Applicant: *Norwalk Police Department*

Project Title: *FY25 Distracted Driving High Visibility Enforcement*

Salaries

Category	Enforcement		Estimated Wages Subtotal
Municipal PD	\$68,992.00		\$68,992.00
Resident Trooper	\$00.00		\$00.00
Officer/Constable	\$00.00		\$00.00
State Police	\$00.00		\$00.00
Total Estimated Wages:			\$68,992.00

Fringe Benefits

Category	Fringe Benefit Rate	Fringe Benefits Cost Subtotal
Municipal PD	1.45000%	\$1,000.38
Resident Trooper	00.00000%	\$00.00
Officer/Constable	1.45000%	\$00.00
State Police	00.00000%	\$00.00
Total Estimated Fringe Benefits:		\$1,000.38

Indirect Costs

Approved Indirect Cost
Rate (if applicable): * 00.00000%

Total Indirect Costs: \$00.00

City/Town/Agency's Chief Financial Officer or Authorizing Official

I further certify that this statement is correct in all respects and that the Indirect Costs Rate identified above accurately identifies what is allowable.

Click **Save** to populate the Signature Date and Title of the selected Authorizing Official.

Name: Chitsamay Lam*

Signature: CHITSAMAY LAM*

Title: Comptroller*

Signature
Date: 02/24/2025*

Equipment

List Each Item.

Any items valued equal to or greater than \$10,000 require NHTSA Pre-Approval.

Click the + icon to **add** a new row

Click the - icon to **delete** an existing row

Item	Quantity	Cost Per Item	Total Cost	Buy America Supporting Documentation (If any item's Cost Per Item >= \$10,000, Buy America Documentation is Required)
		\$	\$00.00	

Total Equipment Costs:

\$00.00

Copy of Equipment Quote

Supported file types: .doc, .docx, and .pdf

Other Supporting Documentation

Supported file types: .doc, .docx, and .pdf

Grand Total

Grand Total
Amount: \$69,992.38

Budget Notes:

Budget Summary

Total Federal Budget \$69,992.38
Total Match Budget \$00.00

Relevant FAIN numbers will initially be unavailable during the grant submission process.

FAIN Numbers will be automatically assigned here once the grant has been submitted, reviewed and processed by CT HSO.

Federal Award Identifier Number (FAIN):

69A37522300004020CT0
 69A3752230SUP4020CT0
 69A37523300004020CT0
 69A3752330SUP4020CT0
 69A37524300004020CT0
 69A3752430SUP4020CT0
 69A37525300004020CT0
 69A3752530SUP4020CT0

Cost Category	Amount	Budget Summary Approval (For HSO Staff Only)		
Officers-Salaries	\$68,992.00	[X]Approved	Conditions Apply *	N/A
Officers-Fringe Benefits @ 1.45000%	\$1,000.38	[X]Approved	Conditions Apply *	N/A
Trooper-Salaries	\$00.00	Approved	Conditions Apply *	[X]N/A
Trooper-Fringe Benefits @ 00.00000%	\$00.00	Approved	Conditions Apply *	[X]N/A
State Police-Salaries	\$00.00	Approved	Conditions Apply *	[X]N/A
State Police-Fringe Benefits @ 00.00000%	\$00.00	Approved	Conditions Apply *	[X]N/A
Indirect Cost	\$00.00	Approved	Conditions Apply *	[X]N/A
Total Federal Budget	\$69,992.38	* Conditionally Approved amounts will only be reimbursed upon satisfying the condition mentioned below.		
Total Grant Amount	\$69,992.38			

Notes

Reimbursement Requirements

NOTE: This is a federally reimbursable program. The cost of all expenses incurred under this project must first be paid for with municipal or state agency funds. The sub-grantee may then apply for reimbursement based on the procedures and policies listed below.

Requested Project Start Date *		Approved Project Start Date
04/01/2025	04/01/2025	The HSO-Approved Project Start Date will populate here once the submitted grant has been reviewed by HSO staff.
Billing Period Start Date	Billing Period Ending Date	Reimbursement Deadline
April 1, 2025	April 30, 2025	May 31, 2025

- All reimbursements must be signed and dated by the sub-grantee's authorizing official.
- Reimbursements should be submitted on a quarterly/monthly basis, per program, per program manager, during the term of the approved grant.
- Under the terms and conditions of this project application, ALL SUPPORTING DOCUMENTATION must be submitted to the Highway Safety Office no later than thirty (30) days after the project's ending date. Please verify the project start date, project ending date, and reimbursement deadline prior to any project activity.
- All reimbursements must include the invoice as well as proof of payment (examples: for airfare or hotel; a billing statement showing a zero balance, a screen shot from system showing vendor and payment amount with voucher number, copy of front and back of canceled check, or notarized letter which includes check number and date when expenditure was paid).
- Deadline for all federal reimbursements for salary positions must be invoiced to the CT Highway Safety Office (HSO) no later than October 30th. Failure to do so may jeopardize your reimbursement.
- All salary reimbursements must be accompanied by signed timesheets and/or reports. Signature of both the employee and authorizing Supervisor is required.
- Deadline for all federal reimbursements for commodity purchases and other pre-approved grant items should be submitted to the HSO no later than October 30th.
- Photocopies of any media coverage (if applicable) or supportive documentation can be included. Grant category budgets should be adhere to, funding is not fluid between budget categories. Only expenses contained in the approved Highway Safety Project application may be claimed for reimbursement.

FAILURE TO MEET THE REIMBURSEMENT REQUIREMENTS SET FORTH MAY RESULT IN YOUR CLAIM BEING DENIED.

Certifications & Assurances

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. *The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant

knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. The participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction

knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, department the or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Signature

This section must be completed by an Authorizing Official or Financial Officer belonging to the applicant's organization.

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Name: Rita Nigri *
Title: Grant Administrator *

Signature: Rita Nigri *
Signature Date: 02/24/2025

Audit Requirements

This page must be completed by an Authorizing Official or Financial Officer belonging to the applicant's organization.

NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS

Attachment A

SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES EFFECTIVE OCTOBER 1, 2024

AUDIT REQUIREMENT STATEMENT:

The town/city/agency of *Norwalk Police Department* declares that for the fiscal year ending September 30, 2025, the sum total of Federal funds awarded to local government agencies from all sources ***DOES exceed \$1,000,000.00*** and that it will conduct an audit report as required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name: *Chitsamay Lam*

Signature: *CHITSAMAY LAM*

Title: *Comptroller*

Date: *02/24/2025*

(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)

AUDIT EXEMPTION STATEMENT:

The town/city/agency of *Norwalk Police Department* declares that for the fiscal year ending September 30, 2025, the sum total of Federal funds awarded to local government agencies from all sources ***DOES NOT exceed \$1,000,000.00*** and that an independent audit is not required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name:

Signature:

Title:

Date:

The following sanctions policy will be in effect for sub grantees who do not submit Audit Reports or who do not correct findings in those reports:

- a. Any sub grantee receiving \$1,000,000.00 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.
- b. Any sub grantee who has not taken corrective action on an audit finding within six months of the submission of an audit report will have funds automatically deducted from any pending claims. If there are no pending claims with the HSO, the sub grantee will not be eligible for highway safety grants until a corrective action has been negotiated with the HSO.

**DEPARTMENT OF
ENGINEERING**

City of Norwalk
Paul Sotnik, P.E.
Senior Civil Engineer / Department of Engineering
125 East Avenue
Norwalk, CT 06856-5125
Office Telephone: (203) 854-7891
www.norwalkct.gov
E-Mail: psotnik@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. - Chief of Operations and Public Works

FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer - Department of Engineering *P.L.S.*

CC: James Meehan, P.E. - Principal Engineer - Department of Engineering

REF: Item To Be Included On October 1, 2024 Public Works Committee Agenda

DATE: September 26, 2024

Per our conversation, we have received a request to have the portion of Woodward Avenue from South Main Street to Burritt Avenue named Reverend Ramon Figueroa Way in memory of Reverend Figueroa. Reverend Figueroa was the founder of John 3:16 Pentecostal Church in South Norwalk and passed away in 2013. In accordance with Chapter 95, Article II, Section 95-39 B (See attached), a Public Hearing is required. I would like to request that the following two (2) items be included on the agenda for the October 1, 2024 Public Works Committee meeting. I have listed the two items below.

- 1.) Acknowledge the receipt of the request for the Honorary naming of the portion of Woodward Avenue from South Main Street to Burritt Avenue to be named Reverend Ramon Figueroa Way.

2.) APPROVAL/AUTHORIZATION

Schedule a Public Hearing for the Honorary naming of the portion of Woodward Avenue from South Main Street to Burritt Avenue to be named Reverend Ramon Figueroa Way. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the proposed Honorary street naming and to take such action on said naming that the Committee may deem advisable. The Public Hearing is scheduled for Tuesday, December 3, 2024 at 7:00 P.M. via Zoom.

I am sending enclosed, a copy of the request letter from Reverend Luis A. Rivera for your use.

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

Pentecostal Church "John 3:16" Inc.

Affiliated to the Assembly of God
8 Woodward Avenue
South Norwalk, CT 06854

September 16, 2024

Norwalk Public Works
125 East Avenue
Norwalk, CT 06851
Paul L. Sotnik
Public Works Director

RE: HONORARY AND HISTORIC NAMING OF STREETS
PETITION TO ADD "REVEREND RAMON FIGUEROA WAY" TO THE WOODWARD AVENUE STREET

Dear Mr. Paul L. Sotnik:

On behalf of the Pentecostal Church John 3:16, members, the leadership and the Church Trustees we are writing this letter to make a petition that, to the Woodward Avenue be added "Rev. Ramon Figueroa Way".

As a person who worked for over 10 years by his side, I can talk about him as a great and very valuable member of this community and how much he contributed in the years of his ministry. His commitment, passion and example was remarkable.

Reverend Ramon Figueroa arrived to the city of Norwalk, CT on October 2nd, 1954. He arrived obeying God's calling to his life to communicate the Good News of Salvation in the midst of this community. What we know today, as the John 3:16 Pentecostal Church was born, a non-profit organization that has been serving the community and providing community services in the heart of South Norwalk, CT for the past 70 years.

Reverend Ramon Figueroa came to the City of Norwalk with his wife, Gloria Figueroa. They raised five children of their own in this community. They started conducting services at a friend's house, then moved to a garage, later on to So. Main Street, then to our present location: 8 Woodward Avenue. Reverend Ramon Figueroa opened up the first Spanish Church in this area. Church that was built with the hard work and collaboration of all the church members working together. He pastored the church for 45 years. On the month of August 7th, 2013, he was called by God to be on His presence. His passion, commitment and obedience to his calling was so strong that he extended his service to other cities, such as Stamford, Bridgeport and others.

During the period of the years of service in this community he served in different areas but specially as a Commissioner of Norwalk Housing and a Chaplain of the Norwalk Police Department. He dedicated practically all his life in this community as a pastor, and was recognized by the Norwalk Library as one of the hispanic in this community that gave his all (100%) serving the community, his 100% of Love, Passion, Care, Time, Energy, ect.

RECEIVED

SEP 17 2024

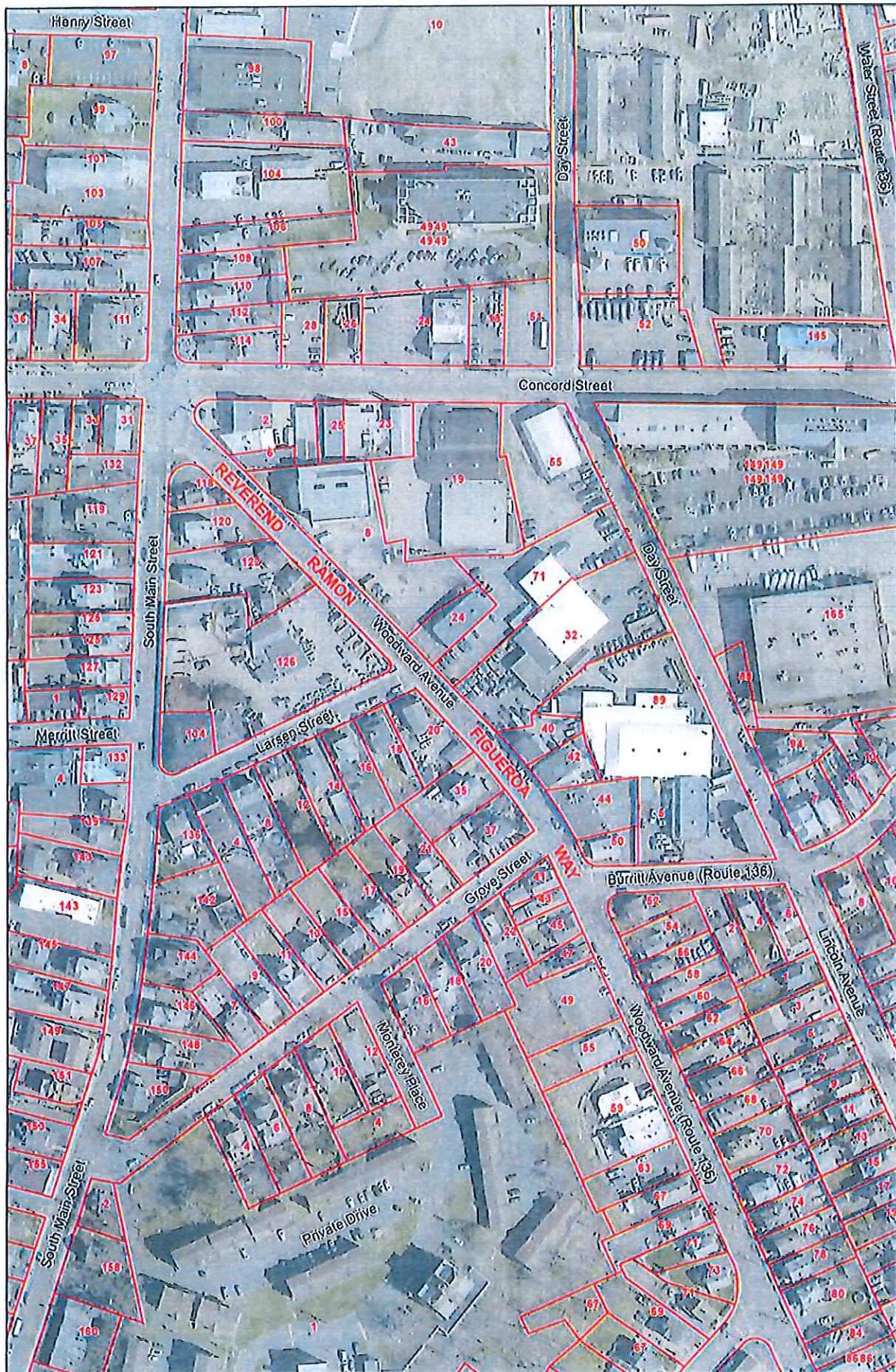
PUBLIC WORKS

Page 71 of 124
Page 25 of 78

Therefore, by naming or adding his name to the path he walked for many years, will be remember for ever. It will be great if the name can be placed at the corner of Concord St and Woodward Avenue and be extended up to Woodward Avenue and Meadow Street. The great example they (Mr. & Mrs Figueroa) left within this community is a great and honor legacyy to follow.

Sincerely Yours,

Pentecostal Church John 3:16
Rev. Luis A Rivera – Pastor



2-22-25

THE HOUR

CLASSIFIED

MARKETPLACE

203-333-4151

classifieds@hearstmediact.com

Hours: 8:00 a.m. - 3:30 p.m., M-F
Major Credit Cards Accepted

SOUTHERN CT JOBS

PROBATE NOTICES

NOTICE TO CREDITORS

ESTATE OF Sonja M. Ziluca,
AKA Sonja Annik Messelt
Ziluca
(25-00119)

The Hon. Douglas Stern, Judge of the Court of Probate, District of Norwalk - Wilton Probate Court, by decree dated February 18, 2025, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of rights to recover on such claim.

Diane Ely, Chief Clerk

The fiduciary is:

PAUL G HOLLAND
C/O PAUL G HOLLAND,
HOLLAND LAW OFFICES, LLC.,
107 WILCOX ROAD, SUITE 102,
STONINGTON, CT 06378

LIQUOR PERMITS

LIQUOR PERMIT

Notice of Application

This is to give notice that I,
Nawang Sherpa,
2071 24th Street,
Astoria, NY 11105

PUBLIC NOTICES

LEGAL NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Public Works Committee of the Norwalk Common Council will hold a Public Hearing for the Honorary naming of the portion of Woodward Avenue from South Main Street to Burrill Avenue to Reverend Ramon Figueroa Way. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the proposed Honorary street naming and to take such action on said naming that the Committee may deem advisable. The Public Hearing will be held by way of Video Conference/Teleconference on Tuesday, March 4, 2025 at 7:00 P.M. Please check the Public Works Committee agenda for additional details and instructions about how to attend this Public Hearing by way of Video Conference/teleconference. The Public Works Committee agenda will be posted to the City website by March 3, 2025 at the link below.
<https://norwalk.ct.gov/civicclerk.com>

Dated this 20th Day of February, 2025, at Norwalk Connecticut

ATTEST:

Irene T. Dixon, City Clerk

LEGAL NOTICE

Seeking proposals for the conversion of an existing building into student housing for a 2-year performing arts college. The facility should accommodate between 40- 80 students in 20-40 rooms, with 2 students per room. Building Requirements: Existing building to be renovated for student housing. Within 1/2 mile from campus, Each room should accommodate 2 students. If only 1 student can be accommodated, ad vise. Total occupancy range at least 40-100 students. The building should preferably not exceed 3 stories. All rooms in addition to the building must meet city and state codes. Room Specifications - Each room should include: Two single beds, Two wardrobes or closet spaces. Data jack hookups for internet access. Rooms should be furnished with durable, easy-to-main furniture. Please submit interest to Diana Burch, C/O. Diana.B@TheNorwalkConservatory.org

INVITATION TO BID

Requesting bids for structural repairs and restoration of the Cornerstone Community Church North Tower at 718 West Avenue, Norwalk. A pre-bid walk-thru is scheduled for 1 PM, March 25, 2025. For a bid package or

SHOP LOCAL

SHOP SMART!



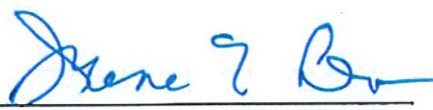
City of Norwalk
Paul Sotnik, P.E.
Senior Civil Engineer / Department of Engineering
125 East Avenue
Norwalk, CT 06856-5125
Office Telephone: (203) 854-7891
www.norwalkct.gov
E-Mail: psotnik@norwalkct.gov

LEGAL NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Public Works Committee of the Norwalk Common Council will hold a Public Hearing for the Honorary naming of the portion of Woodward Avenue from South Main Street to Burritt Avenue to Reverend Ramon Figueroa Way. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the proposed Honorary street naming and to take such action on said naming that the Committee may deem advisable. The Public Hearing will be held by way of Video Conference/Teleconference on Tuesday, March 4, 2025 at 7:00 P.M. Please check the Public Works Committee agenda for additional details and instructions about how to attend this Public Hearing by way of Video Conference/Teleconference. The Public Works Committee agenda will be posted to the City website by March 3, 2025 at the link below.

<https://norwalkct.portal.civicclerk.com>

Dated this 20th Day of February, 2025, at Norwalk Connecticut

ATTEST: 
Irene T. Dixon, City Clerk

THE HOUR:

Please publish once on: Friday, February 21, 2025

Please forward a Publishers Affidavit to:

Paul L. Sotnik, P.E.
Department of Public Works
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125



CITY OF NORWALK
Daniel Stanton, PE
*Senior Engineer/Department
of Engineering*
125 East Avenue
Norwalk, CT 06856
Office: 203 -854 7981
dstanton@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works

CC: James Meehan, P.E. – Principal Engineer

FROM: Daniel Stanton, PE – Senior Civil Engineer *D. Stanton*

RE: Project DPW2024-2 On-Call Construction Inspection - Observation Services – Second (2nd) Amendment

DATE: February 26, 2025

The Department of Public Works has an existing contract for “Project DPW2024-2.” This project consists of the City’s On-Call Construction Inspection - Observation Services. This contract was approved at the February 13, 2024 Common Council Meeting and a first amendment approved June 11, 2024. The contract may be extended for two one-year terms. This is recommended as the first one-year term.

The City is administering our Capital Improvement Program for paving, sidewalks, drainage, and other project needs. We recommend that this amendment to the contract is approved to Tighe & Bond, Inc.. They have performed excellent inspection and observation services throughout the past year and on the amendment project. They allow us to perform capital and grant projects meeting all City reporting and documentation needs.

I would like to request that the following items be included on the agenda for the March 4, 2024, Public Works Committee meeting.

- 1) Authorize the Mayor, Harry W. Rilling, to execute a second(2nd) Amendment between the City of Norwalk and Tighe & Bond, Inc. for Project DPW2024-2 On-Call Construction Inspection - Observation Services for an amount not to exceed \$350,000.00, billable on an hourly basis,

Account No.

09 19 4021 5777 C0021
09 21 4021 5777 C0021
09 22 4021 5777 C0021
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09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 24 4021 5777 C0302
09 25 4021 5777 C0302
09 24 4021 5777 C0315
09 25 4021 5777 C0315
09 19 4021 5777 C0318
09 24 4021 5777 C0318
09 25 4021 5777 C0318
09 24 4021 5777 C0440
09 25 4021 5777 C0440
09 24 4021 5777 C0471
09 25 4021 5777 C0471



CITY OF NORWALK
Daniel Stanton, PE
***Senior Engineer/Department
of Engineering***
125 East Avenue
Norwalk, CT 06856
Office: 203 -854 7981
dstanton@norwalkct.gov

09 23 7100 5777 C0583
09 25 7100 5777 C0583

A copy of the bid information from the Purchasing Department for Project 4338, DPW2024-2 On-Call Construction Inspection - Observation Services can be found at the link below.
<https://www.norwalkct.org/DocumentCenter/Index/1713>

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Stanton".

Daniel Stanton, PE

Attached: Tighe & Bond Proposal Hourly Billing Rates (Year 2)

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

Vendor Name - Tighe & Bond, Inc.		
Address - 1000 Bridgeport Avenue, 3rd Floor, Shelton, CT 06484		
Phone - 203-712-1111	Fax -	Email - JWBlock@tighebond.com
Manager - John W. Block, PE, LS		Fed ID# 04-2821431

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project sites and has satisfied themselves as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

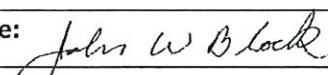
The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

A. CONSULTANT HOURLY BILLING RATE SCHEDULE FOR ON-CALL ASSIGNMENT - Please indicate your firm's hourly fees over the initial three (3) years of the contract. Future rates will be subject to negotiation prior to the commencement of any additional contract years.

REGULAR HOURLY BILLING RATE				
	BILLING CATEGORY	YEAR 1	YEAR 2	YEAR 3
1	Inspector 1	\$135	\$140	\$145
2	Inspector 2	\$125	\$130	\$135
OVERTIME HOURLY BILLING RATE				
1	Inspector 1	\$135	\$140	\$145
2	Inspector 2	\$125	\$130	\$135
HOLIDAY HOURLY BILLING RATE				
1	Inspector 1	\$170	\$175	\$180
2	Inspector 2	\$155	\$160	\$165
	Reimbursable (not to exceed)	\$5,000.00	\$5,000.00	\$5,000.00

B. CERTIFICATION

Submitted By: Tighe & Bond, Inc.	Signature: 
Authorized Agent of Company (Name & Title): John W. Block, PE, LS, Senior Vice President	

CITY OF NORWALK
PURCHASING DEPARTMENT

	Date: 1-12-24
--	------------------

C. The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	1	Dated	1-9-24	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	



CITY OF NORWALK
Daniel Stanton, P.E.
Senior Engineer
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7981
Mobile: (203) 610-1764
Norwalkct.gov
dstanton@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works
CC: James Meehan, P.E. – Principal Engineer
FROM: Daniel Stanton, PE – Senior Civil Engineer 
RE: Project DPW2024-1 On-Call Construction Engineering Services
Weston & Sampson Engineers Inc. Second (2nd) Amendment
DATE: February 27, 2025

The Department of Public Works has an existing contract for “Project DPW2024-1.” This project consists of the City’s On-Call Engineering Services. This contract was approved at the March 12, 2024 Common Council Meeting.

The City is administering our Capital Improvement Program for bridges, paving, sidewalks, drainage, and other project needs. These consultants have performed excellent work for a variety of project design, consultant services, and affordably delivered on time to meet the City’s project schedules. They have also provided additional services under amendments to the contract as project needs and funding were available.

I would like to request that the following items be included on the agenda for the March 4, 2024, Public Works Committee meeting.

- 1) Authorize the Mayor, Harry W. Rilling, to execute a second (2nd) amendment agreement between the City of Norwalk and Weston & Sampson Engineers, inc. For project DPW2024-1 on-call engineering services. The agreement is for a period of one year, billable on an hourly basis, for a sum not to exceed \$150,000.00/annually, with an option to extend for one (1) additional terms of one (1) year.

Account no.

09 19 4021 5777 C0021
09 21 4021 5777 C0021
09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 24 4021 5777 C0302
09 25 4021 5777 C0302
09 24 4021 5777 C0315
09 25 4021 5777 C0315
09 19 4021 5777 C0318
09 24 4021 5777 C0318
09 25 4021 5777 C0318
09 24 4021 5777 C0440
09 25 4021 5777 C0440
09 24 4021 5777 C0471
09 25 4021 5777 C0471
09 23 7100 5777 C0583
09 25 7100 5777 C0583



CITY OF NORWALK
Daniel Stanton, P.E.
Senior Engineer
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7981
Mobile: (203) 610-1764
Norwalkct.gov
dstanton@norwalkct.gov

A copy of the bid information from the Purchasing Department for Project 4337, DPW2024-1 On-Call Engineering Services can be found at the link below.

<https://www.norwalkct.org/DocumentCenter/Index/1713>

If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Stanton".

Daniel Stanton, PE

Attached: Proposal Hourly Billing Rates (Year 2)

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

Vendor Name - Weston & Sampson Engineers, Inc.		
Address - 712 Brook Street, Suite 103, Rocky Hill, CT 06067		
Phone - 860-513-1473	Fax - 978-977-0100	Email - VasamsettiR@wseinc.com
Manager - Raju Vasamsetti, PE, CFM I Regional Manager		Fed ID# 04-2601194

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project sites and has satisfied themselves as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

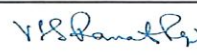
A. PROPOSED FEES: CONSULTANT HOURLY BILLING RATE SCHEDULE FOR ON-CALL ASSIGNMENT - Please indicate your firm's hourly fees over the initial three (3) years of the contract.

BILLING CATEGORY		HOURLY BILLING RATE		
		YEAR 1	YEAR 2	YEAR 3
1.0	Engineering Related			
1.1	Principal	\$250	\$260	\$270
1.2	Senior Licensed Professional/Specialist	\$210	\$218	\$227
1.3	Licensed Professional	\$180	\$187	\$195
1.4	Senior Engineer/Designer/Planner	\$160	\$166	\$173
1.5	Engineer/Designer/Planner	\$130	\$135	\$140
1.6	Draftsperson/Technician	\$100	\$105	\$110
1.7	Clerical/Researcher	\$80	\$83	\$86
2.1	Survey Related			
2.2	Chief of Survey	\$180	\$180	\$185.40
2.3	Licensed Land Surveyor	\$150	\$150	\$154.50
2.4	Survey Technician/Draftsperson	\$90	\$90	\$92.70
2.5	Two (2) Person Survey Crew	\$240	\$240	\$247.20
3.0	Construction Related			
3.1	Resident Engineer (PE and/or NICET IV)	\$190	\$197	\$205

**CITY OF NORWALK
PURCHASING DEPARTMENT**

BILLING CATEGORY		HOURLY BILLING RATE		
		YEAR 1	YEAR 2	YEAR 3
3.2	Senior Inspector (NICET IV) / Construction Manager	\$175	\$182	\$189
3.3	Inspector (NICET III)	\$150	\$156	\$162
3.4	Field Technician/Inspector (NICET II)	\$135	\$140	\$146

B. CERTIFICATION

Submitted By: Weston & Sampson Engineers, Inc.	Signature: 
Authorized Agent of Company (Name & Title): Raju Vasamsetti, PE, CFM I Regional Manager	
Date: January 22, 2024	

C. The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	1	Dated	1/11/24	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	



CITY OF NORWALK
Daniel Stanton, P.E.
Senior Engineer
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7981
Mobile: (203) 610-1764
Norwalkct.gov
dstanton@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works
CC: James Meehan, P.E. – Principal Engineer
FROM: Daniel Stanton, PE – Senior Civil Engineer 
RE: Project DPW2024-1 On-Call Construction Engineering Services –
AI Engineers, Inc. First (1st) Amendment
DATE: February 27, 2025

The Department of Public Works has an existing contract for “Project DPW2024-1.” This project consists of the City’s On-Call Engineering Services. This contract was approved at the March 12, 2024 Common Council Meeting.

The City is administering our Capital Improvement Program for bridges, paving, sidewalks, drainage, and other project needs. These consultants have performed excellent work for a variety of project design, consultant services, and affordably delivered on time to meet the City’s project schedules.

I would like to request that the following items be included on the agenda for the March 4, 2024, Public Works Committee meeting.

- 1) Authorize the Mayor, Harry W. Rilling, to execute a first (1st) amendment agreement between the City of Norwalk and AI Engineers, Inc for project DPW2024-1 on-call engineering services. The agreement is for a period of one year, billable on an hourly basis, for a sum not to exceed \$150,000.00/annually, with an option to extend for one (1) additional term of one (1) year.

Account no.

09 19 4021 5777 C0021
09 21 4021 5777 C0021
09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 24 4021 5777 C0302
09 25 4021 5777 C0302
09 24 4021 5777 C0315
09 25 4021 5777 C0315
09 19 4021 5777 C0318
09 24 4021 5777 C0318
09 25 4021 5777 C0318
09 24 4021 5777 C0440
09 25 4021 5777 C0440
09 24 4021 5777 C0471
09 25 4021 5777 C0471
09 23 7100 5777 C0583
09 25 7100 5777 C0583

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

Vendor Name - AI Engineers, Inc.		
Address – 919 Middle Street, Middletown, CT 06457		
Phone – (860) 635-7740	Fax – (860) 635-7312	Email – rpradhan@aiengineers.com
Manager – Rohit Pradhan, PE		Fed ID# 06-1327598

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project sites and has satisfied themselves as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

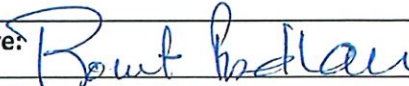
A. PROPOSED FEES: CONSULTANT HOURLY BILLING RATE SCHEDULE FOR ON-CALL ASSIGNMENT - Please indicate your firm's hourly fees over the initial three (3) years of the contract.

		HOURLY BILLING RATE		
BILLING CATEGORY		YEAR 1	YEAR 2	YEAR 3
1.0	Engineering Related			
1.1	Principal	\$0	\$0	\$0
1.2	Senior Licensed Professional/Specialist	\$250	\$260	\$270
1.3	Licensed Professional	\$175	\$185	\$190
1.4	Senior Engineer/Designer/Planner	\$150	\$155	\$165
1.5	Engineer/Designer/Planner	\$100	\$105	\$110
1.6	Draftsperson/Technician	\$95	\$100	\$105
1.7	Clerical/Researcher	\$70	\$75	\$80
2.1	Survey Related			
2.2	Chief of Survey	\$175	\$180	\$185
2.3	Licensed Land Surveyor	\$125	\$130	\$135
2.4	Survey Technician/Draftsperson	\$95	\$95	\$95
2.5	Two (2) Person Survey Crew	\$220	\$230	\$235
3.0	Construction Related			
3.1	Resident Engineer (PE and/or NICET IV)	\$185	\$191	\$197

**CITY OF NORWALK
PURCHASING DEPARTMENT**

		HOURLY BILLING RATE		
BILLING CATEGORY		YEAR 1	YEAR 2	YEAR 3
3.2	Senior Inspector (NICET IV) / Construction Manager	\$160	\$165	\$170
3.3	Inspector (NICET III)	\$125	\$130	\$135
3.4	Field Technician/Inspector (NICET II)	\$100	\$110	\$117

B. CERTIFICATION

Submitted By: AI Engineers, Inc.	Signature: 
Authorized Agent of Company (Name & Title): Rohit Pradhan, PE - Sr. Vice President	
Date: 1/17/2024	

C. The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	1	Dated	1/11/2024	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	



CITY OF NORWALK
Daniel Stanton, PE
Senior Engineer/Department
of Engineering
125 East Avenue
Norwalk, CT 06856
Office: 203 -854 7981
dstanton@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works

CC: James Meehan, P.E. – Principal Engineer

FROM: Daniel Stanton, PE – Senior Civil Engineer *D. Stanton*

RE: Project DPW2024-2 On-Call Construction Inspection - Observation Services – Second (2nd) Amendment

DATE: February 26, 2025

The Department of Public Works has an existing contract for “Project DPW2024-2.” This project consists of the City’s On-Call Construction Inspection - Observation Services. This contract was approved at the February 13, 2024 Common Council Meeting and a first amendment approved June 11, 2024. The contract may be extended for two one-year terms. This is recommended as the first one-year term.

The City is administering our Capital Improvement Program for paving, sidewalks, drainage, and other project needs. We recommend that this amendment to the contract is approved to Tighe & Bond, Inc.. They have performed excellent inspection and observation services throughout the past year and on the amendment project. They allow us to perform capital and grant projects meeting all City reporting and documentation needs.

I would like to request that the following items be included on the agenda for the March 4, 2024, Public Works Committee meeting.

- 1) Authorize the Mayor, Harry W. Rilling, to execute a second(2nd) Amendment between the City of Norwalk and Tighe & Bond, Inc. for Project DPW2024-2 On-Call Construction Inspection - Observation Services for an amount not to exceed \$350,000.00, billable on an hourly basis,

Account No.

09 19 4021 5777 C0021
09 21 4021 5777 C0021
09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 24 4021 5777 C0302
09 25 4021 5777 C0302
09 24 4021 5777 C0315
09 25 4021 5777 C0315
09 19 4021 5777 C0318
09 24 4021 5777 C0318
09 25 4021 5777 C0318
09 24 4021 5777 C0440
09 25 4021 5777 C0440
09 24 4021 5777 C0471
09 25 4021 5777 C0471



CITY OF NORWALK
Daniel Stanton, PE
***Senior Engineer/Department
of Engineering***
125 East Avenue
Norwalk, CT 06856
Office: 203 -854 7981
dstanton@norwalkct.gov

09 23 7100 5777 C0583
09 25 7100 5777 C0583

A copy of the bid information from the Purchasing Department for Project 4338, DPW2024-2 On-Call Construction Inspection - Observation Services can be found at the link below.
<https://www.norwalkct.org/DocumentCenter/Index/1713>

Sincerely,

Daniel Stanton, PE

Attached: Tighe & Bond Proposal Hourly Billing Rates (Year 2)

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

Vendor Name - Tighe & Bond, Inc.		
Address - 1000 Bridgeport Avenue, 3rd Floor, Shelton, CT 06484		
Phone - 203-712-1111	Fax -	Email - JWBlock@tighebond.com
Manager - John W. Block, PE, LS		Fed ID# 04-2821431

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project sites and has satisfied themselves as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

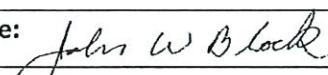
The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

A. CONSULTANT HOURLY BILLING RATE SCHEDULE FOR ON-CALL ASSIGNMENT - Please indicate your firm's hourly fees over the initial three (3) years of the contract. Future rates will be subject to negotiation prior to the commencement of any additional contract years.

REGULAR HOURLY BILLING RATE				
	BILLING CATEGORY	YEAR 1	YEAR 2	YEAR 3
1	Inspector 1	\$135	\$140	\$145
2	Inspector 2	\$125	\$130	\$135
OVERTIME HOURLY BILLING RATE				
1	Inspector 1	\$135	\$140	\$145
2	Inspector 2	\$125	\$130	\$135
HOLIDAY HOURLY BILLING RATE				
1	Inspector 1	\$170	\$175	\$180
2	Inspector 2	\$155	\$160	\$165
	Reimbursable (not to exceed)	\$5,000.00	\$5,000.00	\$5,000.00

B. CERTIFICATION

Submitted By: Tighe & Bond, Inc.	Signature: 
Authorized Agent of Company (Name & Title): John W. Block, PE, LS, Senior Vice President	

CITY OF NORWALK
PURCHASING DEPARTMENT

	Date: 1-12-24
--	------------------

C. The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	1	Dated	1-9-24	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK

Mateo Arias

Assistant Civil

***Engineer/Department of
Engineering***

125 East Avenue

Norwalk, CT 06856

Office: 203 -854 7739

marias@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works

CC: James Meehan, P.E. – Principal Engineer

FROM: Mateo Arias – Assistant Civil Engineer

RE: Proposed Permanent Sidewalk Easement for Project PM2024-4

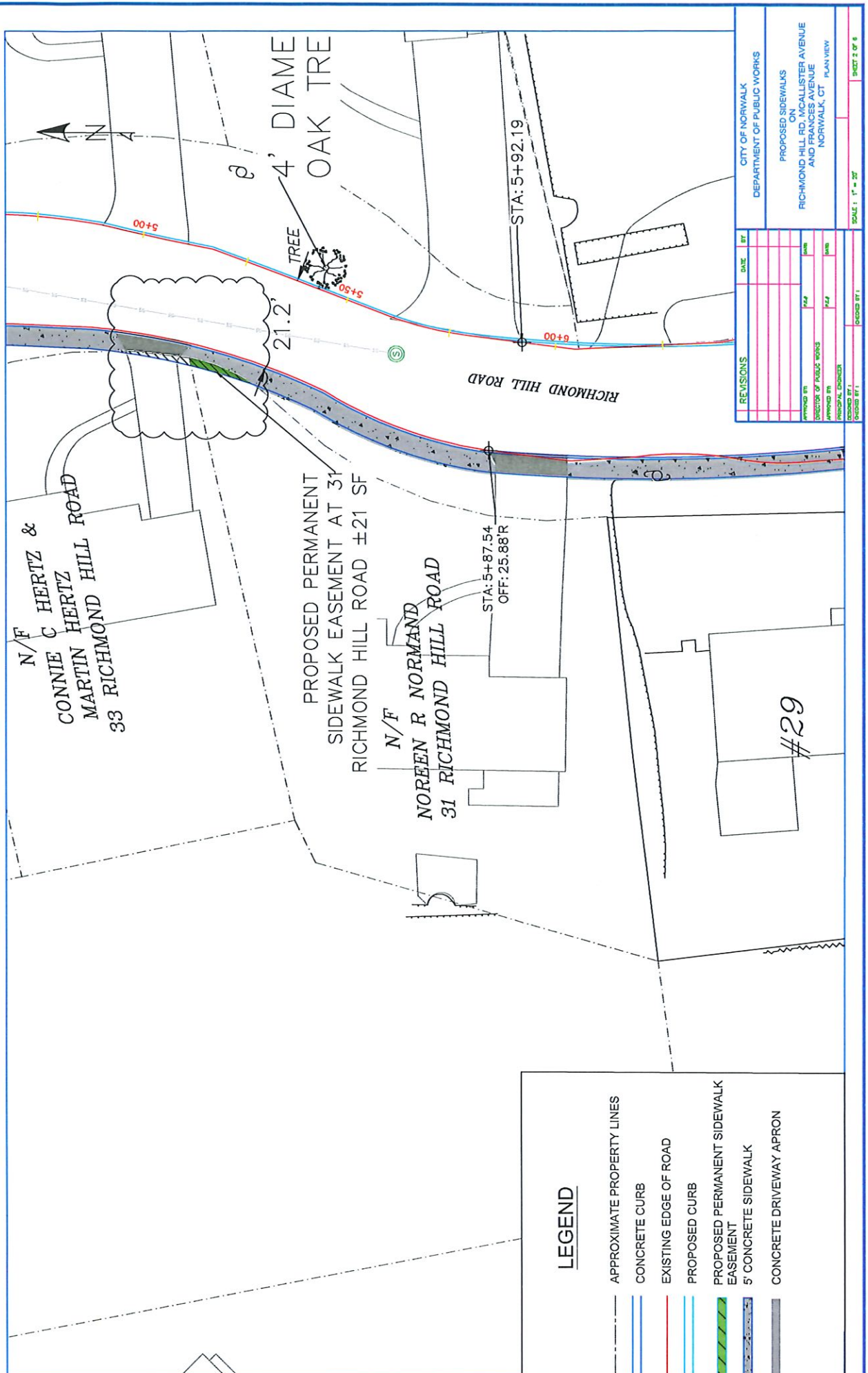
DATE: February 26, 2025

This project involves the installation of new concrete sidewalks that aim to enhance walkability and connectivity by providing safe and accessible pedestrian pathways. Designed with ADA-Compliant walkways and ramps, the sidewalks will seamlessly connect the neighborhood, improving mobility for all users.

Due to the road's geometry, the Right-of-Way in front of 31 Richmond Hill Road is highly constrained, limiting the available sidewalk width. To best accommodate the sidewalk while minimizing impacts to the neighborhood, the Department seeks to obtain a Permanent Sidewalk Easement from the above-mentioned properties. Enclosed are the plans showing the approximate location of the easement for your reference.

I would like to request that the following items be included on the agenda for the March 4 2025, Public Works Committee meeting.

1. Authorize the Mayor, Harry W. Rilling, to execute a permanent sidewalk easement with Noreen R Normand of 31 Richmond Hill Road for construction of sidewalks along Richmond Hill Road for project PM2024-4 Paving at Various Locations.



MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works

CC: James Meehan, P.E. – Principal Engineer

FROM: Mateo Arias – Assistant Civil Engineer

RE: Proposed Permanent Sidewalk Easement for Project PM2024-4

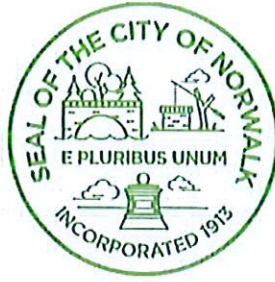
DATE: February 26, 2025

This project involves the installation of new concrete sidewalks that aim to enhance walkability and connectivity by providing safe and accessible pedestrian pathways. Designed with ADA-Compliant walkways and ramps, the sidewalks will seamlessly connect the neighborhood, improving mobility for all users.

Due to the road's geometry, the Right-of-Way in front of 33 Richmond Hill Road is highly constrained, limiting the available sidewalk width. To best accommodate the sidewalk while minimizing impacts to the neighborhood, the Department seeks to obtain a Permanent Sidewalk Easement from the above-mentioned properties. Enclosed are the plans showing the approximate location of the easement for your reference.

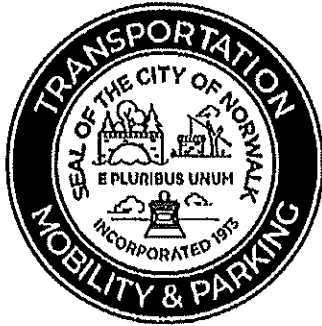
I would like to request that the following items be included on the agenda for the March 4 2025, Public Works Committee meeting.

1. Authorize the Mayor, Harry W. Rilling, to execute a permanent sidewalk easement with Connie C Hertz & Martin Hertz of 33 Richmond Hill Road for construction of sidewalks and driveway apron along Richmond Hill Road for project PM2024-4 Paving at Various Locations.



Contract Staff Summary

Department/Staff Contact	Transportation, Mobility, and Parking Greg Pacelli, gpacelli@norwalket.gov
Common Council Committee	Public Works Committee of the Common Council
Date Approved by Committee	
Purpose/Scope	The purpose of this agreement is to award the lowest responsible bidder, Colonna Concrete and Asphalt Paving, LLC, the contract to construct the Hospital Hill Village Safety Enhancement Project. This project was previously awarded \$800,000 in grant funding from the CT Department of Transportation through the Community Connectivity Grant Program.
Vendor (Indicate if new or existing vendor)	Colonna Concrete and Asphalt Paving , LLC (Existing Vendor)
Term of Contract	210 Calendar Days
Cost of Contract	ITB for Construction
Funding Source/Account Number	0924 3750 5777 C0649 0925 3750 5777 C0649 363751 5799 G0067



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Public Works Committee of the Common Council

FROM: James Travers – Director of Transportation, Mobility and Parking

CC: Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, Transportation, Mobility and Parking
Greg Pacelli – Transportation Planner, Transportation, Mobility and Parking

REF: March 4th Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling, to award a contract agreement with Colonna Concrete and Asphalt Paving, LLC, in the amount of \$1,212,365.00 with a 10% Contingency of \$121,365.50 for project TMP2024-7 Hospital Hill Village Safety Enhancement Project.

DATE: February 26th, 2025

Memorandum

The Department of Transportation, Mobility, and Parking has prepared documents to award TMP2024-7 Hospital Hill Village Safety Enhancement Project.

In 2023, the city was awarded \$800,000.00 through the Connecticut Department of Transportation's Community Connectivity Grant program for the Hospital Hill Village Safety Enhancement project. As the project has grown in scope and scale since its application, the City has committed to additional funding in partnership with CTDOT to ensure this is a transformative project for the neighborhood.

On Thursday February 20th, 2025, a bid opening was held for TMP2024-7. While three bids were placed, there was one (1) responsible bidder. Upon further bid analysis, we recommend the contract to be awarded to the lowest responsible bidder, Colonna Concrete and Asphalt Paving, LLC.

The awarded grant funding, along with the additional city Capital funds, will be utilized to address crashes and confusion that occurs at the existing traffic circle which currently defines the intersection of Stuart Avenue, Stevens Street and Magnolia Avenue. The reconfigured intersection will slow vehicle speeds and improve safety for all roadway users, along with various other streetscape enhancements that will benefit the surrounding community.

Additional streetscape enhancements include curb extensions, high-visibility crosswalks and wider sidewalks to improve safety, access, and comfort for pedestrians as well as construction of a new village parking lot. The project will also include various placemaking elements, such as pedestrian level lighting and a plaza area with street furniture and trees to create a gateway to the neighborhood and help support local businesses, restaurants, and outdoor dining. Throughout the design process, the city has actively engaged with local businesses and residents as well as hosted a public information meeting at Norwalk Hospital in February 2024 to gather valuable feedback from the community on the project. We anticipate beginning construction in May 2025.

The Department of Transportation, Mobility, and Parking, requests that the following item to be added on the agenda for the for the March 4th, 2025 meeting of the Public Works Committee.

- A. Authorize the Mayor, Harry W. Rilling, to award a contract agreement with Colonna Concrete and Asphalt Paving, LLC, in the amount of \$1,212,365.00 with a 10% Contingency of \$121,365.50 for project TMP2024-7 Hospital Hill Village Safety Enhancement Project.

Account Numbers

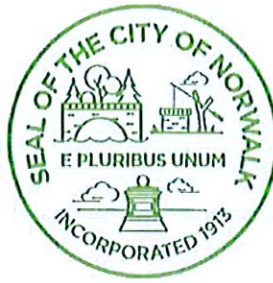
363751 5799 G0067

0924 3750 5777 C0649

0925 3750 5777 C0649

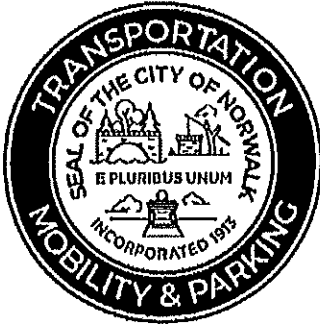
A copy of the bid information for Purchasing Department Project Number –TMP Project Number – Project Name, can be reviewed by following the link

<https://www.norwalkct.org/DocumentCenter/Index/1713>



Contract Staff Summary

Department/Staff Contact	Transportation, Mobility, and Parking Greg Pacelli, gpacelli@norwalkct.gov
Common Council Committee	Public Works Committee of the Common Council
Date Approved by Committee	
Purpose/Scope	This project consists of a wide range of small concrete and bituminous concrete related infrastructure improvement projects that upgrade existing infrastructure in order to meet ADA accessibility standards on various roadways and intersections across the city. This is for a one-year extension based on the bid advertisement and executed contract in 2023.
Vendor (Indicate if new or existing vendor)	A. VITTI EXCAVATORS, LLC (Existing Vendor)
Term of Contract	1 (One) Year
Cost of Contract	ITB for Construction
Funding Source/Account Number	0920 4120 5777 C0649 0924 3750 5777 C0677 0923 4120 5777 C0441 0924 3750 5777 C0649 0923 4120 5777 C0649 0924 3750 5777 C0649 0923 4120 5777 C0824 0924 3750 5777 C0824 0926 3750 5777 C0824 0926 3750 5777 C0649



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Public Works Committee of the Common Council

FROM: Jim Travers, Director Transportation, Mobility, and Parking

CC: Garrett Bolella, P.E., PTOE, RSP1 Assistant Director Transportation
Greg Pacelli, Transportation Planner

REF: Authorize the Mayor, Harry W. Rilling to execute a 1 (One) year contract extension on an existing contract with A. Vitti Excavators, LLC. TMP2022-4, Concrete Services ADA - ROW Improvements at Various Locations, for an amount not to exceed \$500,000.00 annually.

DATE: February 26th, 2025

Memorandum

The Department of Transportation, Mobility, and Parking has prepared documents for TMP2022-4, Concrete Services ADA - ROW Improvements at Various Locations. This project consisted of a wide range of small concrete and bituminous concrete related infrastructure improvement projects that upgrade existing infrastructure in order to meet ADA accessibility standards on various roadways and intersections across the city.

Over the past year, improvement projects included various types of projects across the city, such as installation of anticipated Handicap Ramps (ADA Compliant), connecting missing sidewalk segments with ADA compliant sidewalks and curbing, and the installation of raised crosswalks as a traffic calming measure. For 2024, TMP plans to perform infrastructure upgrades on other roadway related projects that meets city ADA standards and create safer roadways for all users.

On February 1st, 2023, a bid opening was held for project TMP 2022-4. One competitive bid, which is attached, was received. On February 14th, 2023, the Common Council approved the first year of the contract and the contract was awarded to A. Vitti Excavators, LLC. This agreement is to extend the contractor, A. Vitti Excavators LLC, for 1 (one) year, which was included in the original base contract. Based on the awarded originally contract in 2023, as well as the first one (1) year contract extension in 2024, Transportation, Mobility, and Parking requests adding the following items to the March 4th meeting of the Public Works Committee. We request that the committee approve the extension so TMP can continue to construct small but impactful mobility improvements across the city.

- A. Authorize the Mayor, Harry W. Rilling to execute an extension for a 1 (One) year agreement with A. Vitti Excavators, LLC Project TMP 2022-4 Concrete Services ADA-ROW Improvements at Various Locations for an amount not to exceed \$500,000.00 with a contingency of 10% of \$50,000.00.

Account Numbers

0920	4120	5777	C0649
0924	3750	5777	C0677
0923	4120	5777	C0441
0924	3750	5777	C0441
0923	4120	5777	C0649
0924	3750	5777	C0649
0923	4120	5777	C0824
0924	3750	5777	C0824
0926	3750	5777	C0824
0926	3750	5777	C0649

A copy of the bid information for Purchasing Department Project Number –TMP Project Number – Project Name, can be reviewed by following the link

<https://www.norwalkct.org/DocumentCenter/Index/1713>



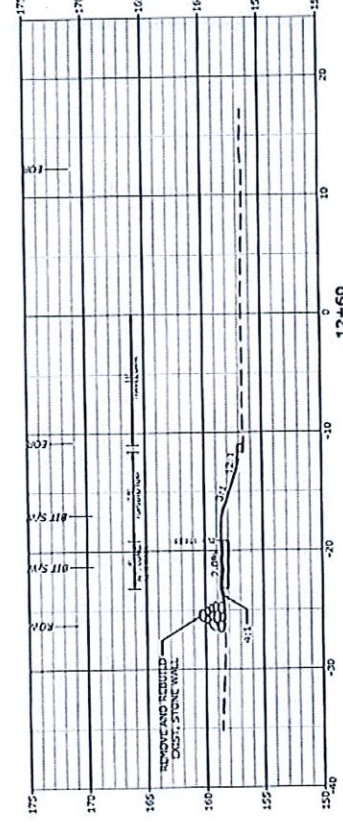
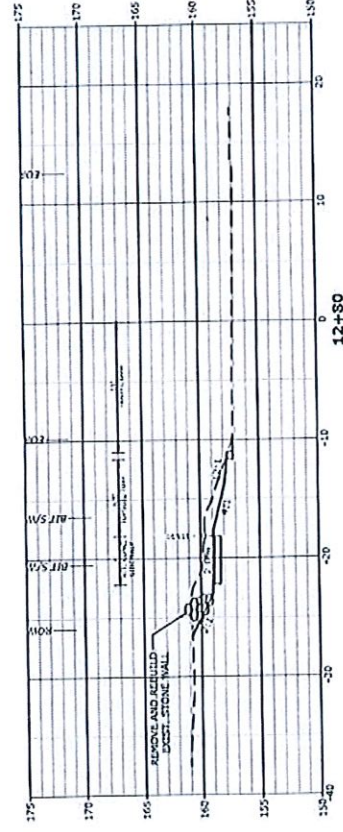
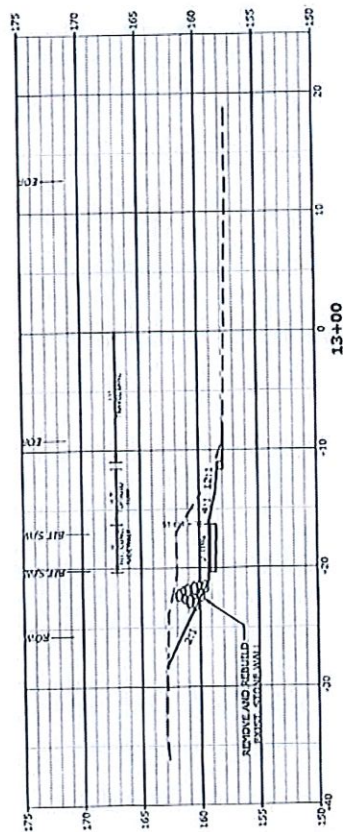
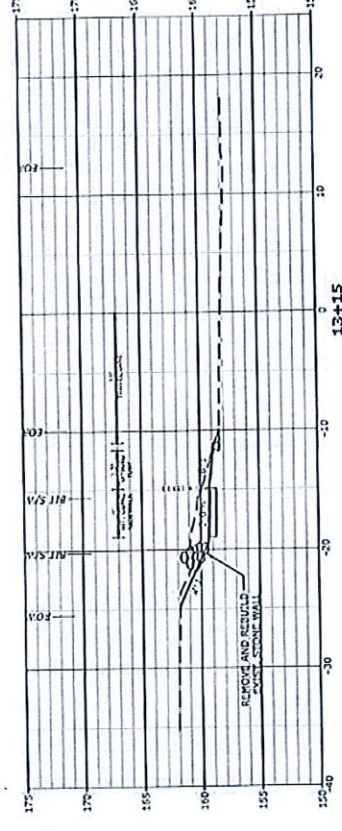
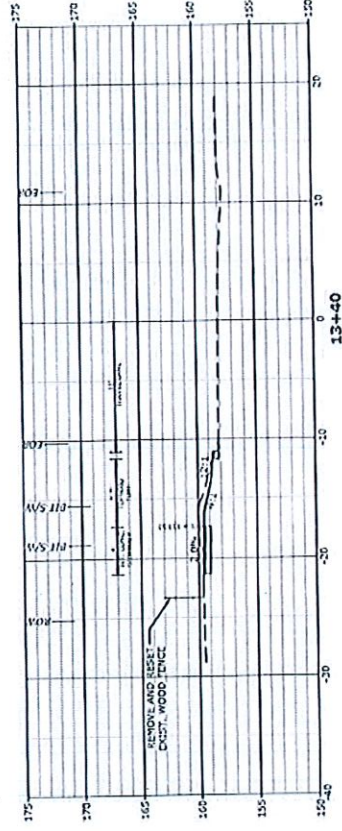
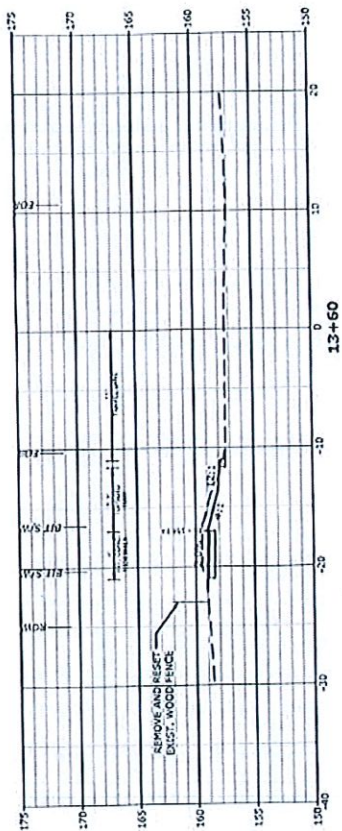
CITY OF NORWALK
Drew Berndlmaier, PE
Senior Civil Engineer
Department of Engineering
125 East Avenue
Norwalk, CT 06850
Office: (203) 854-7879
Mobile (optional): (203) 216-1463
www.norwalkct.gov
dberndlmaier@norwalkct.gov

MEMORANDUM

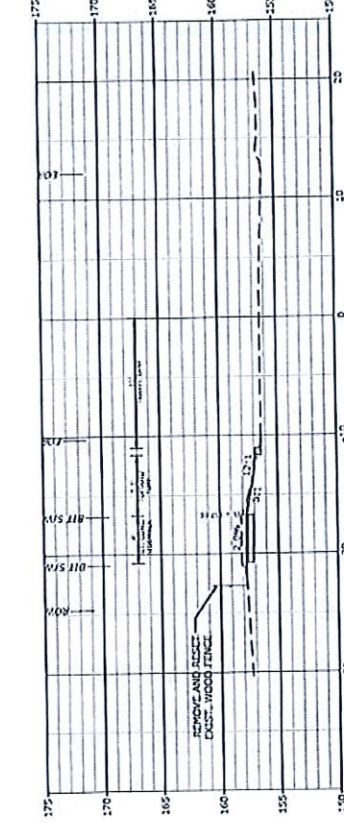
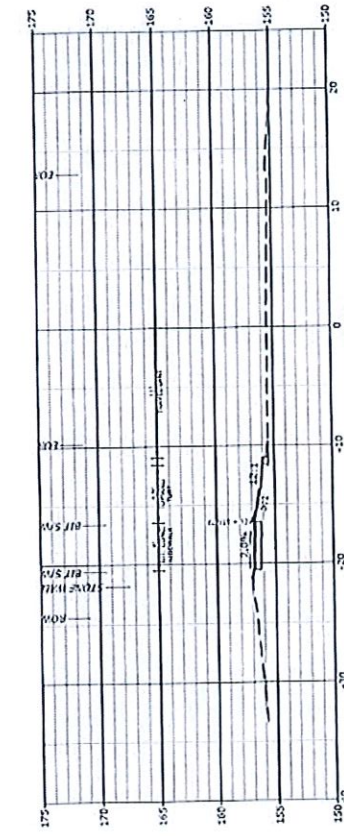
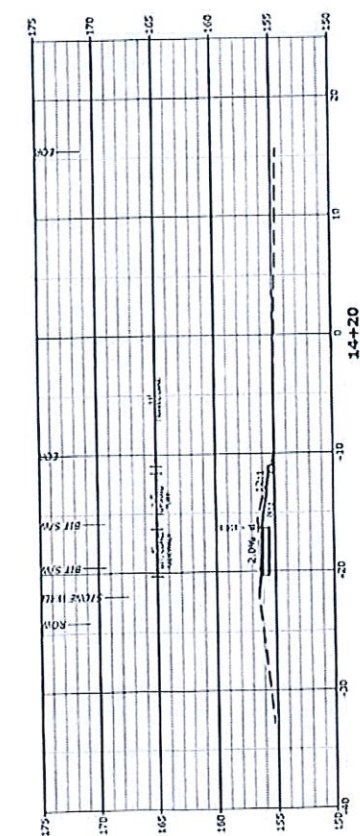
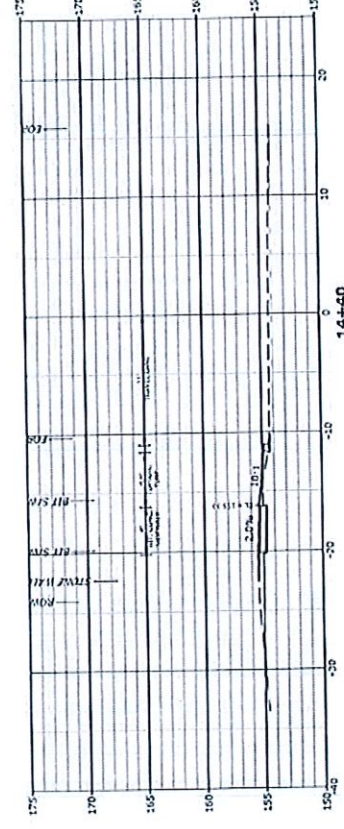
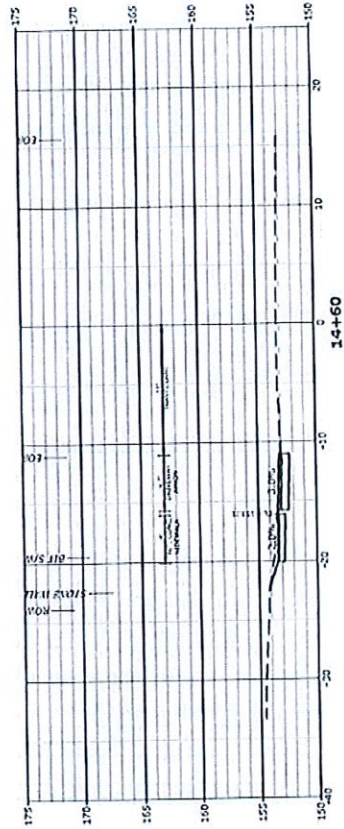
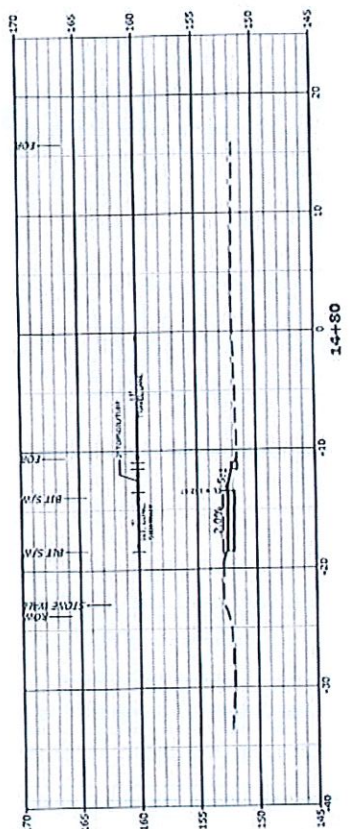
To: Vanessa Valadares, P.E. – Chief of Operations and Public Works
From: Drew Berndlmaier, P.E. – Senior Civil Engineer
RE: Pavement Management Program (Grumman Ave: 164 & 170 Footpath/Sidewalk)
Date: February 27, 2025

The City proposes to make sidewalk improvements along Grumman Avenue, between Arrowhead and Mohawk. Construction is intended to follow a plan titled 'Grumman Avenue Sidewalk Improvements', designed by Fuss & O'Neill, dated September 2024. Completion of construction, as designed, requires the need for temporary construction access and modification to the surrounding grades, between 164 & 170 Grumman Avenue.

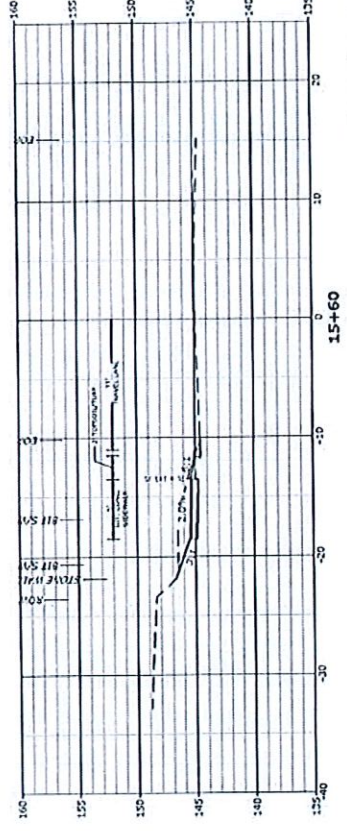
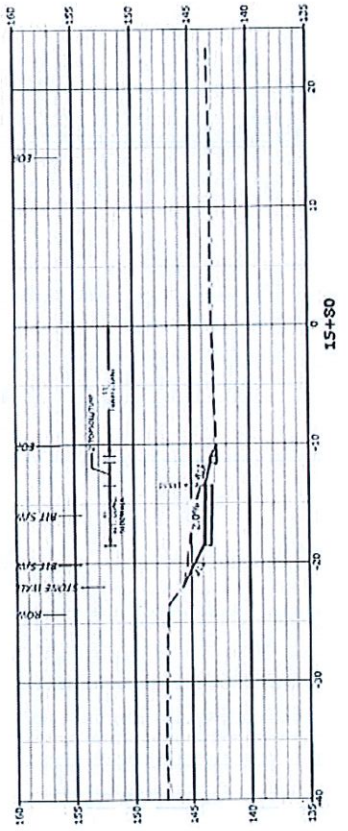
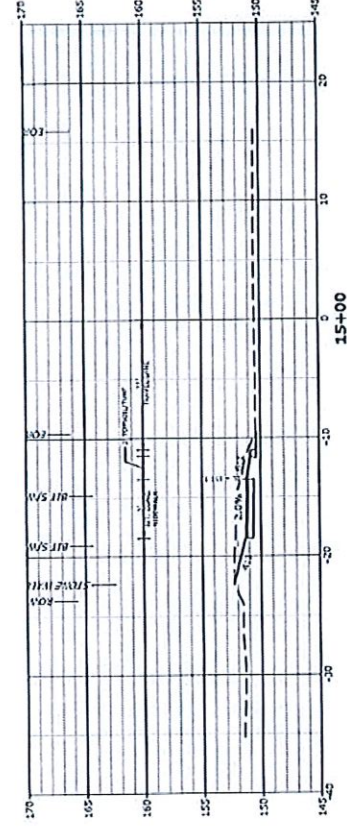
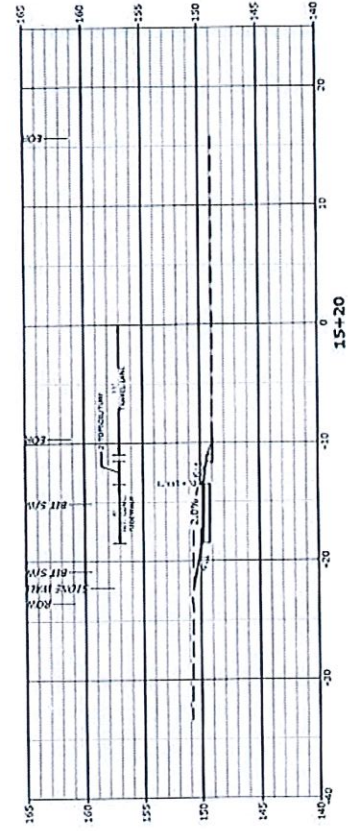
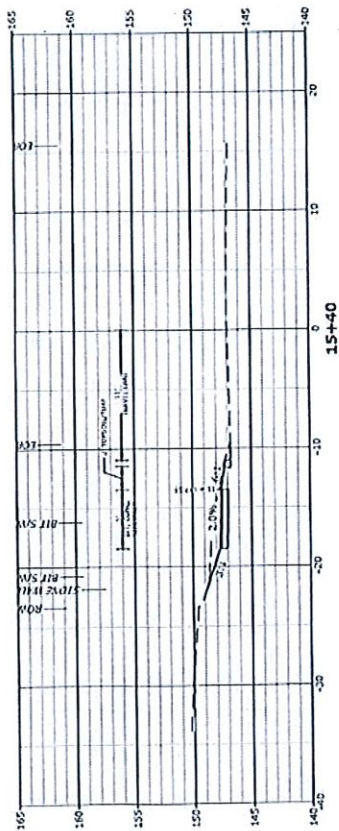
Authorize the Mayor, Harry W. Rilling, to enter into a temporary Right of Entry Agreement with Linda Makowski to enter over a certain portion of 164 Grumman Avenue for construction access, slope modification purposes in connection with the sidewalk installation for project PM 2023-5 Pavement Management Program.



FUSS & O'NEILL 146 HARTFORD ROAD HARTFORD, CT 06105 TEL: 860-234-1111 WWW.FOENR.COM		CITY OF NORWALK CROSS SECTIONS GRUIMAN AVENUE SIDEWALK IMPROVEMENTS		PROJECT NO. 20230000-000 DATE: 11/15/2023
SCALE: 1" = 4'-0" HORIZONTAL 1" = 20'-0" VERTICAL 1" = 10'-0" GRADE SCALE		NORWALK CONNECTICUT		
SHEET NO. 1 OF 1		TOTAL 1		
DATE: 11/15/2023		TOTAL 1		
DESCRIPTION:		TOTAL 1		
STATIONING:		TOTAL 1		



PROJECT No. 202200000000 DATE: 12/11/2021 12:00 PM		XSC-03	
CITY OF NORWALK CROSS SECTIONS GRIMMAN AVENUE SIDEWALK IMPROVEMENTS		CONNECTICUT	
FUSS & O'NEILL 160 HARTFORD ROAD HARTFORD, CT 06108 TEL: 860-525-1111 WWW.FUSS-ONEILL.COM		NORMAL	
SCALE: 1" = 40'-0" HORIZONTAL SCALE: 1" = 40'-0" VERTICAL SCALE: 1" = 10'-0"	SHEET: 1 OF 3 DATE: 12/11/2021 DRAWN BY: J. J. J.	SEAL:	SEAL:
DESCRIPTION:		DISAPPROPRIATE	
DATE:	DATE:	DATE:	DATE:



FUSS & O'NEILL 100 HARTFORD ROAD BRIDGEVILLE, CT 06405 (860) 389-1111		CITY OF NORWALK CROSS SECTIONS GRIMMAN AVENUE SIDEWALK IMPROVEMENTS		PROJECT NO. 2020-0000000000 DATE: 08/20/2020
SCALE: HORIZ. 1"=40' VERT. 1"=4'		SCALE: HORIZ. 1"=40' VERT. 1"=4'		NORWALK CONNECTICUT
GROUP: 1.00 DATE: 08/20/2020 BY: J. J. J.		GROUP: 1.00 DATE: 08/20/2020 BY: J. J. J.		PROJECT NO. 2020-0000000000 DATE: 08/20/2020
SCALE: 1"=40' HORIZ. 1"=4' VERT. 1"=4'		SCALE: 1"=40' HORIZ. 1"=4' VERT. 1"=4'		PROJECT NO. 2020-0000000000 DATE: 08/20/2020
SCALE: 1"=40' HORIZ. 1"=4' VERT. 1"=4'		SCALE: 1"=40' HORIZ. 1"=4' VERT. 1"=4'		PROJECT NO. 2020-0000000000 DATE: 08/20/2020



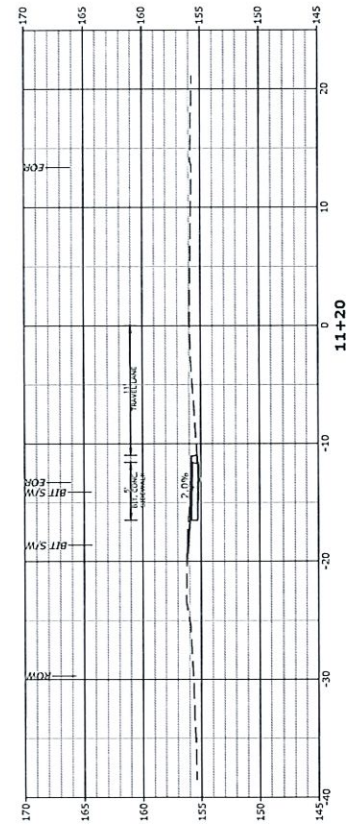
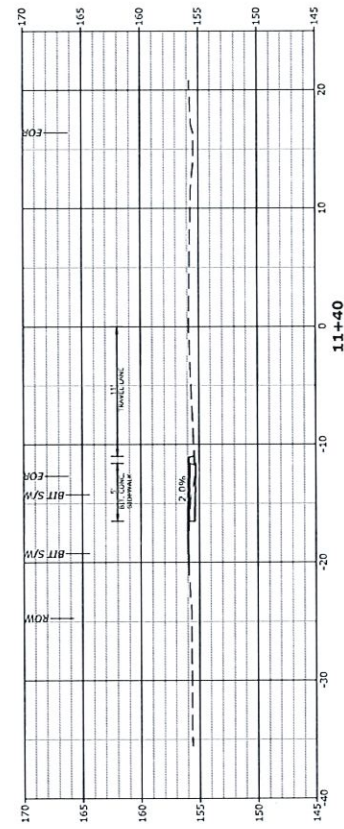
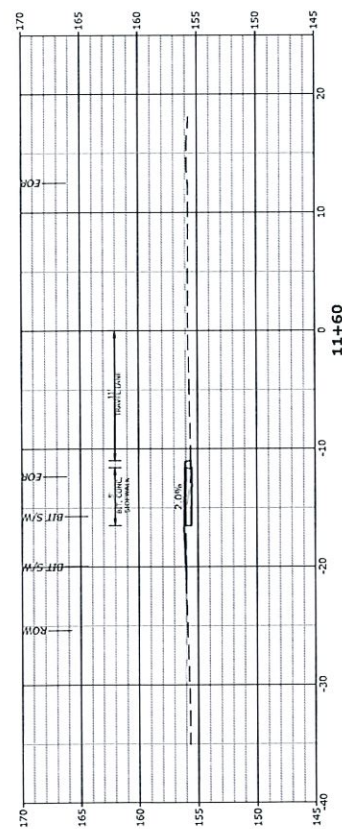
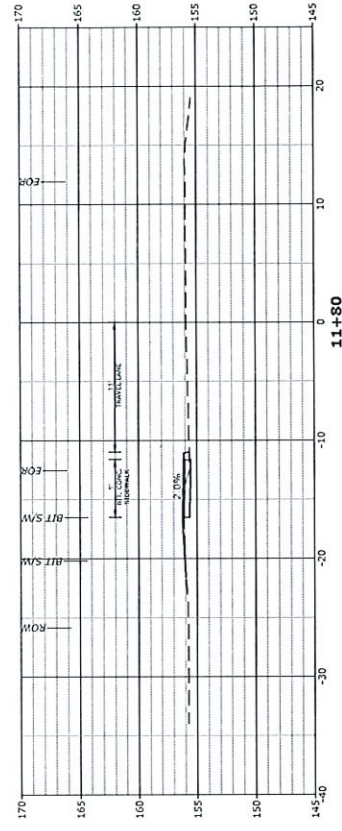
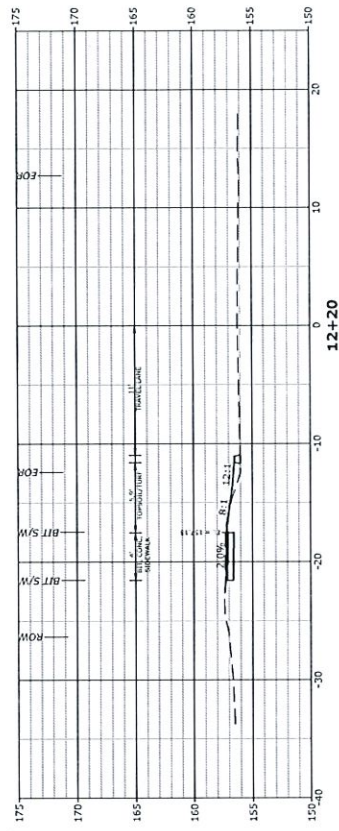
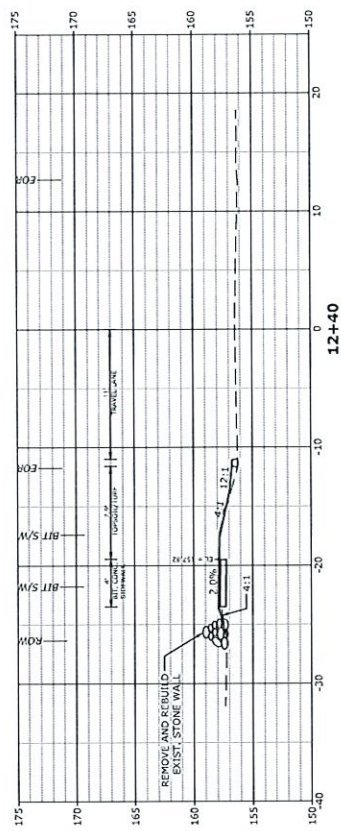
CITY OF NORWALK
Drew Berndlmaier, PE
Senior Civil Engineer
Department of Engineering
125 East Avenue
Norwalk, CT 06850
Office: (203) 854-7879
Mobile (optional): (203) 216-1463
www.norwalkct.gov
dberndlmaier@norwalkct.gov

MEMORANDUM

To: Vanessa Valadares, P.E. – Chief of Operations and Public Works
From: Drew Berndlmaier, P.E. – Senior Civil Engineer
RE: Pavement Management Program (Grumman Ave: 164 & 170 Footpath/Sidewalk)
Date: February 27, 2025

The City proposes to make sidewalk improvements along Grumman Avenue, between Arrowhead and Mohawk. Construction is intended to follow a plan titled 'Grumman Avenue Sidewalk Improvements', designed by Fuss & O'Neill, dated September 2024. Completion of construction, as designed, requires the need for temporary construction access and modification to the surrounding grades, between 164 & 170 Grumman Avenue.

Authorize the Mayor, Harry W. Rilling, to enter into a temporary Right of Entry Agreement with Nancy D'Acunto to enter over a certain portion of 170 Grumman Avenue for construction access, slope modification purposes in connection with the sidewalk installation for project PM 2023-5 Pavement Management Program.

[illegible]

SCALE:	HORIZ. 1" = 5'
	VERT. "
DATUM:	
	HORIZ. NAD 83
	VERT. NAVD 83
	 GRAPHIC SCALE

**FUSS &
O'NEILL**
140 HARTFORD ROAD
MANCHESTER, CT 06040
860.646.2459
www.fandoo.com

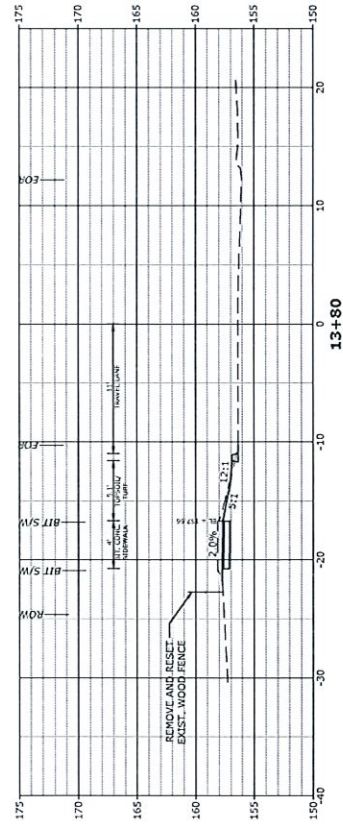
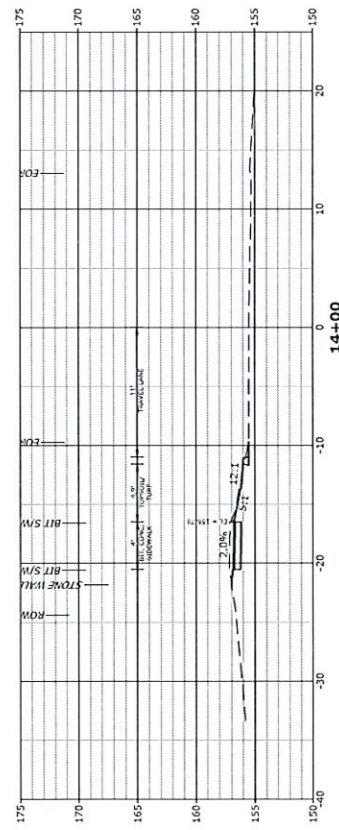
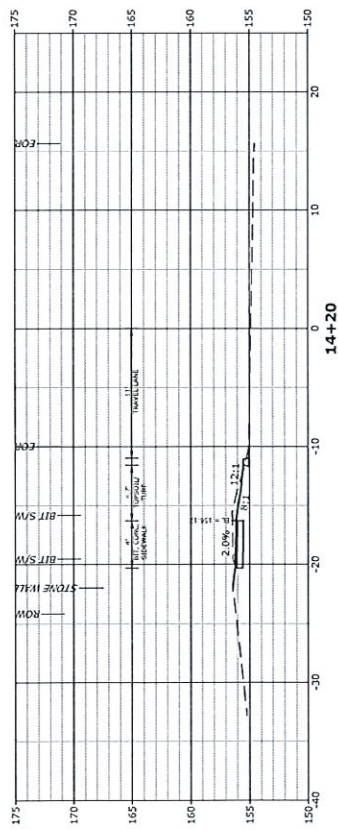
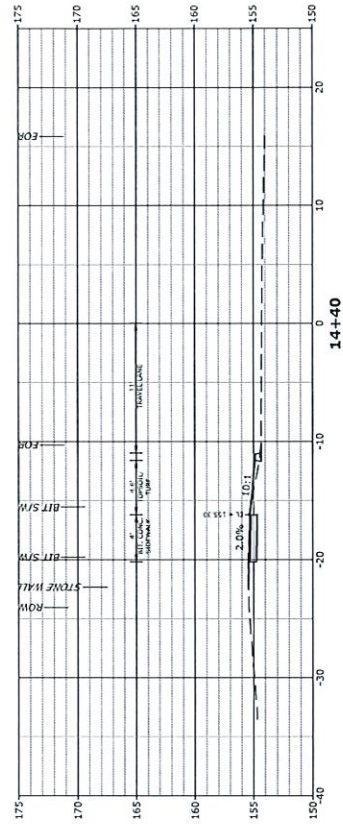
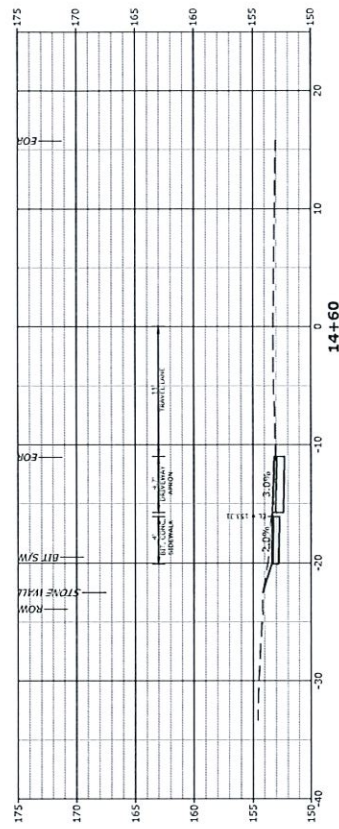
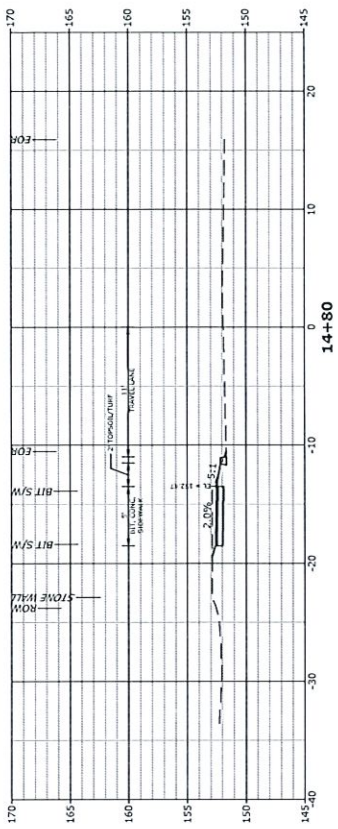
CITY OF NORWALK
CROSS SECTIONS
GRUMMAN AVENUE SIDEWALK IMPROVEMENTS

NORWALK

CONNECTICUT

PROJ. No. : 202203069 A/Q
DATE : SEPTEMBER 2024

XSC-01

[illegible]

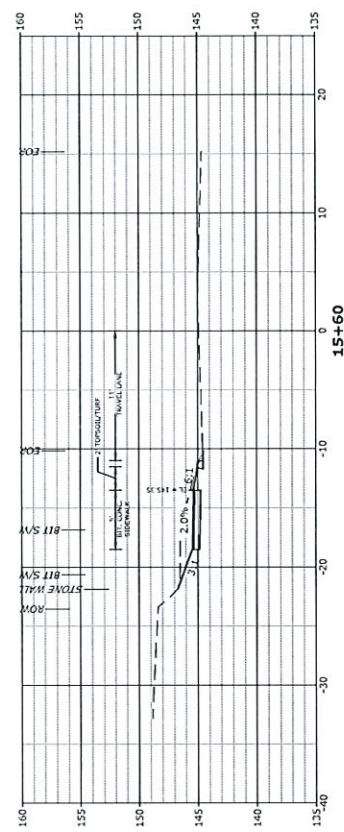
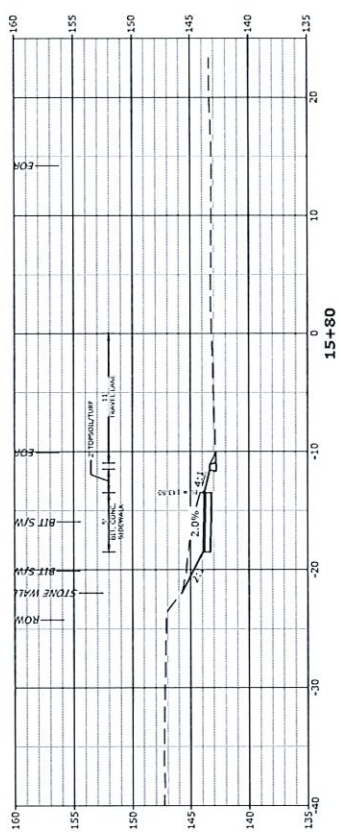
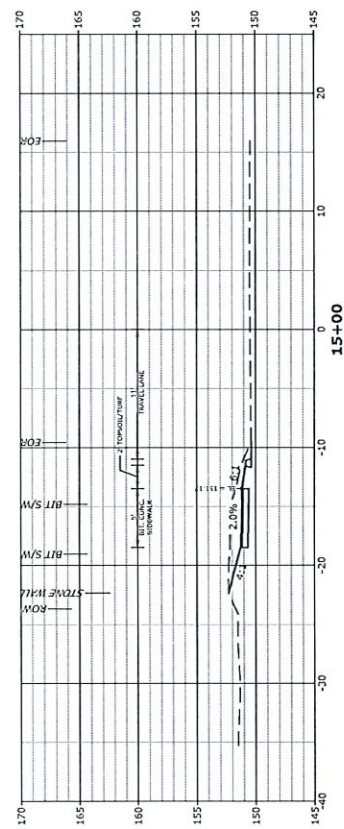
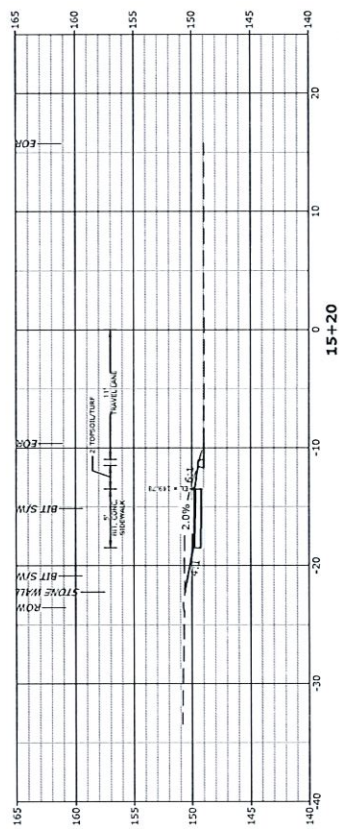
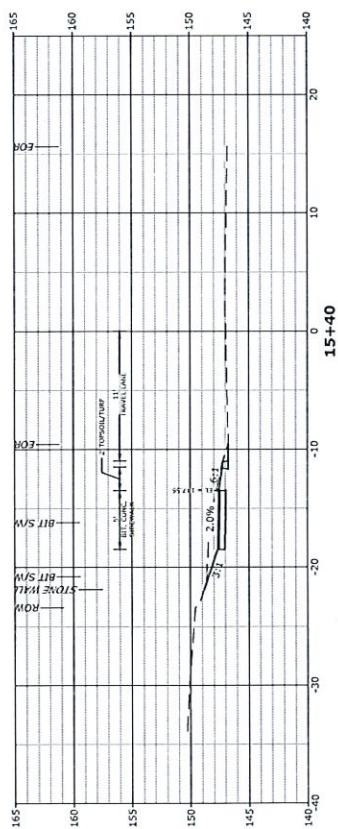
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SCALE:	HORIZ: 1" = 5'
	VERT: -
DATUM:	
	HORIZ: NAD 83
	VERT: NAVD 88
GRAPHIC SCALE	

**FUSS &
O'NEILL**
146 HARTFORD ROAD
MANCHESTER, CT 06040
800.540.2469
www.fundo.com

CITY OF NORWALK
CROSS SECTIONS
GRUMMAN AVENUE SIDEWALK IMPROVEMENTS

PROJ. No.: 202203050 AUG
DATE: 5/18/2022 MINE R 2022
XSC-03



SCALE:

HORIZ.: 1" = 5'

VERT.: "

DATUM:

HORIZ.: NAD 83

VERT.: NAVD 88

GRAPHIC SCALE

A horizontal scale bar with alternating black and white segments. It is marked with the numbers 0, 2.5, 5, and 10.

FUSS & O'NEILL
145 HARTFORD ROAD
MANCHESTER, CT 06040
603.540.2469
www.fussco.com

CITY OF NORWALK
CROSS SECTIONS
GRUMMAN AVENUE SIDEWALK IMPROVEMENTS

PROJ. No. 20220359 A/MQ
DATE: SEPTEMBER 2024

XSC-04

CONNECTICUT

[illegible]



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 2/27

DEPARTMENT: Public Works

Procurement by non-competitive proposals may be used only when the award of a contract is Infeasible under Informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☒	The Item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☐	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
☐	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
☐	Other, please explain:

TOTAL COST: ~~48,247.08~~ 40,332.08 ^{yy} MUNIS Account: 01-40-42-5299; 01-13-70-5742; 09-22-4021-5777-c0798
VENDOR: Paradigm Software LLC

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
Digitally signed by Sharon Conners	X Supports	
Purchasing Agent Name	Does Not Support	Department Head Name
Conners	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Date <u>02/27/25</u>
Date: 2025.02.27		
14:49:59 -05'00'		

JUSTIFICATION:

The scale software utilized by the Department of Public Works to operate the truck scales and manage customer accounts at the City transfer station and yard waste site is being discontinued and will no longer be available. Paradigm Software is the only modern software that can accommodate the City's one-ton free feature for residents and transfer our historical data. The utilization of such software is required to manage the City garbage and recycling collection, all commercial accounts, and maintain records of residents one ton free across both facilities. Additionally this software is used to generate quarterly and yearly reports required by the state's Department of Energy and Environmental Protection.

Project: \$37,332.08

Annual Support: ~~\$4,915.00~~ 5,515.00 (VV)

Annual Service Fee: 6,000

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

Price Quote



To: Tom Szabo, City of Norwalk
From: William Strange, *Paradigm Software, L.L.C.*®
Date: 03/04/2025
Re: Paradigm Software Budgetary Proposal

The following price quote is presented for the requested items below as requested by City of Norwalk.

Qty	UM	Item/Description			
2.00	LN	WeighStation Program License - (Transfer Station - Upper Inbound lane Yard Waste Location - One Lane)	\$5,775.00	\$11,550.00	*
2.00	EA	CW6 Program License (concurrent user)	\$525.00	\$1,050.00	*
2.00	LN	WeighPay Module - (Client must enter into an agreement with CloverConnect, BofA, Point & Pay or Elavon to be used as a gateway and/or processor and provide terminals. All costs associated with CloverConnect, BofA, Point & Pay or Elavon are not included in PSLLC pricing unless specifically noted.)	\$0.00	\$0.00	*
1.00	FF	Paradigm Distributed Messaging Module (1-5 lanes)	\$2,625.00	\$2,625.00	*
1.00	FF	Insufficient Funds/Split Payments Module	\$1,575.00	\$1,575.00	*
1.00	FF	Alerts / Rules Module	\$2,625.00	\$2,625.00	*
1.00	FF	Historical Data Conversion - (From Desert Micro - Includes trucks, accounts, rates, transactions, accounting starting balances - does not include historical accounting data. ALL data must be in the same format and layout. If different data formats or layouts are supplied, an additional quote will be provided and must be approved prior to converting the different format(s) or layout(s).)	\$4,000.00	\$4,000.00	
1.00	FF	Software Discount	(\$4,200.00)	(\$4,200.00)	
1.00	FF	Custom Free Units Module	\$5,150.00	\$5,150.00	*
1.00	FF	Export to Third Party Accounting Package (Transactional) - (Munis - Base amount for transactional export to third party accounting. Changes to specifications or requirements may change this fee.)	\$3,000.00	\$3,000.00	*
2.00	EA	Indoor Thermal Receipt Printer (Serial+USB+Ethernet)	\$471.15	\$942.30	
2.00	EA	Case Indoor Thermal Receipt Paper (50 rolls)	\$131.24	\$262.48	
2.00	EA	2-port Extended Temperature Serial Server (Perle) - (SDG2 - For scale connection)	\$876.15	\$1,752.30	
40.00	HR	Remote Install/Training - Implementation - (During normal Paradigm business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - Client will be invoiced for time used.)	\$250.00	\$10,000.00	
12.00	MO	WeighPay Service Fee - (Less than 1,000 and up to 3,000 transactions per month)	\$500.00	\$6,000.00	

Project Total:

\$40,332.08

*Annual Support:	\$5,515.00
*Annual Service Fee:	\$6,000.00

All pricing and subsequent payments are in US Dollars

Payment Terms (Does not include Taxes):

Description	Percent	Total
Hardware - Due Upon Agreement/Quote Execution	100%	\$2,957.08
Software/Services - Due Upon Agreement/Quote Execution	40%	\$14,950.00
Software/Services - Due Upon Receipt of Baseline Software	30%	\$11,212.50
Software/Services - Due Upon Go-Live	25%	\$9,343.75
Software/Services - Due 30 Days After Go-Live	5%	\$1,868.75

This quote is provided based on information received from the Client. If the scope of work should change, *Paradigm Software, L.L.C.* reserves the right to modify the above pricing. All duties and taxes for shipment of the above items are the responsibility of the client. The signature of {CustomerName} authorized representative or the Purchase Order Number provided below approves this quote. Please e-mail authorized quote to info@paradigmsoftware.com. If hardware is listed as part of this quote, it will be ordered upon quote authorization and the manufacturer's warranty begins. All hardware returns must be in their original packaging and free of damage. The Client is responsible for covering any related shipping costs. A restocking fee will apply to all hardware returns. This quote is valid for thirty (30) days from the date listed above.

Paradigm Software, L.L.C.



Phil Weglein
Chief Executive Officer

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is entered into this ____ day of _____, 20__, by and between the United States Postal Service, ("USPS"), and The City of Norwalk, their agents and Contractors, a Municipality, with its principal place of business at 125 East Avenue, Norwalk Connecticut, ("Grantee").

RECITALS

A. WHEREAS, USPS is the owner of that certain real property commonly referred to as "US Post Office," located at 2 Belden Avenue, Norwalk Connecticut and designated in the Tax Map 14NE as _____, ("USPS Property").

B. WHEREAS, the Grantee seeks permission to enter upon a portion of the USPS Property, (the "Affected Area"), described in Exhibit A, which is attached hereto and incorporated herein, on a temporary basis, to perform work related to the _____ of the _____, (hereinafter referred to as the "Project"), which work is further described in Exhibit B, which is attached hereto and incorporated herein.

C. WHEREAS, the USPS is willing to allow the Grantee to perform the work and enter and use the Affected Area subject to the terms and conditions in this Agreement.

NOW, THEREFORE, USPS and the Grantee do hereby agree as follows:

AGREEMENT

1. Right of Entry. USPS hereby grants to the Grantee, the temporary right to enter onto the Affected Area for the purpose of performing the activities described in Exhibit A and for no other purpose.

2. Expense. Expenses arising out of or in connection with any and all activities performed pursuant to this Agreement shall be borne solely by the Grantee. The Grantee specifically agrees that USPS shall bear no expense or cost of any kind with regard to any activities performed pursuant to this Agreement.

3. Term. The term of this Right of Entry shall automatically terminate April 11, 2025. The term may be extended by written notice to USPS and it shall be in the sole and absolute discretion of USPS whether to extend said term and for what time period to extend said term if the term is extended.

4. Liens. The Grantee shall not permit to be placed against the USPS Property, or any part thereof, any design professionals', mechanics', materialmen's contractors' or subcontractors' liens with regard to any activities upon the USPS Property pursuant to this Agreement. The Grantee agrees to hold USPS harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the USPS Property.

5. Indemnification. The Grantee hereby agrees to indemnify, defend, assume all liability for and hold harmless USPS from all actions, claims, suits, penalties, obligations, liabilities, damages to property, environmental claims or injuries to persons, which may be caused by the activities of the Grantee pursuant to this Agreement or arising out of or in connection with such activities, whether such activities or performance thereof is by the Grantee, or anyone directly or indirectly employed or under contract with the Grantee, and whether such damage or claim shall accrue or be discovered before or after the termination of this Agreement. The Grantee agrees that it shall be responsible for the repair, maintenance and cleanup related to any and all activities performed pursuant to this Agreement. The indemnity and other rights afforded to USPS by this section shall survive the termination of this Agreement.

6. Compliance with Laws/Permits. The Grantee shall, in all activities undertaken pursuant to this Agreement, comply with all federal, state, and local laws, statutes, orders, ordinances, rules, and regulations and shall, at their sole cost and expense, obtain any and all permits which may be required by any law, regulation or ordinance for any activities performed pursuant to this Agreement.

7. No Real Property Interest. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the USPS Property to the Grantee or to any other person or entity. This Agreement is not exclusive and USPS specifically reserves the right to grant other rights of entry, in its sole discretion.

8. Restoration of Property. Upon the termination of this Agreement, the Grantee shall restore, or cause to be restored, at the Grantee's sole cost and expense, the Affected Area to the condition in which it existed prior to the entry of the Grantee onto the Affected Area. In case the Grantee shall fail to restore or cause to be restored the Affected Area to its prior condition as described in this Agreement within seven (7) days after the effective date of the termination, USPS and the Grantee agree that USPS may proceed with such work at the sole cost and expense of the Grantee.

9. Removal of Property. Any property placed on the Affected Area in performance of the activities under this Agreement shall be removed at the termination of this Agreement. Any property not removed at that time may be removed, stored or disposed of by USPS at the expense of the Grantee.

10. Continuing Liability. No termination of this Agreement shall release the Grantee from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination of this Agreement and restoration of the Affected Area as described in this Agreement.

11. Non-Interference with Postal Operations. The Grantee shall not interfere with USPS operations or access to the USPS Property during the performance of activities under this Agreement. In the event Grantee fails to provide continual and uninterrupted access to the USPS Property or interferes with USPS operations, the USPS has the option of terminating this Agreement by providing written notice to Grantee that the Right of Entry is terminated.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13. Insurance. The Grantee must obtain, at no cost to USPS, a public liability policy naming USPS as an additional insured and providing limits of liability for bodily injury of \$500,000 for each person and \$1,000,000 for each occurrence and \$1,000,000 aggregate and property damage limits of \$500,000 for each occurrence and \$1,000,000 aggregate. A certificate of insurance with endorsement naming USPS as an additional insured thereunder, shall be furnished to USPS prior to entry on the Affected Area.

14. Governing Law. This Right of Entry shall be governed and interpreted in accordance with federal law.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, USPS and the Grantee have executed this Agreement on the date first written above.

UNITED STATES POSTAL SERVICE

By: Contracting Officer

Grantee

By: Mayor Harry R. Rilling
125 East Avenue, Norwalk, Connecticut

EXHIBIT A

[INCLUDE RENDERING SHOWING AFFECTED AREA REFERENCED AT
PARAGRAPH B]

EXHIBIT B

[IF NECESSARY, FURTHER DESCRIBE WORK INCLUDING WORK PLAN,
SCHEDULE, etc.]

EXHIBIT B

Permission to Enter Period: **3/11/2025 – 4/11/2025**

Site Visit Schedule and Work Plan

Personnel	No. of Workdays	Tentative Availability	Areas of Work	Planned Work
Surveyor	3 days	3/3, 3/5, 3/7 3/17, 3/19, 3/21	USPS site, parking lots, and loading dock area	Property boundary and topographic survey data collection within the USPS parcel
Site / Civil Engineer	1 day	3/3 3/11	USPS site & building, including parking lots, loading dock, and basement (if applicable)	Evaluate the existing loading dock and adjacent building wall (interior and exterior), investigate feasibility of potential modifications.
Structural Engineer	1 day	3/3 3/11	USPS site & building including parking lots, loading dock, and basement (if applicable)	Evaluate the existing loading dock and adjacent building wall (interior and exterior), investigate feasibility of potential modifications.
Electrical Engineer	1 day	3/7	USPS site & building including mechanical room, loading dock, and basement (if applicable)	Evaluation of the existing electrical system at the loading dock, investigate feasibility of potential modifications.

Notes:

1. Workdays shall be organized in such a manner as to minimize the frequency of personnel presence on-site.
2. Any site visits shall be prearranged and coordinated with the United States Postal Service (USPS) to ensure compliance.