FINANCE/CLAIMS COMMITTEE MEETING
Thursday February 12, 2015 7:00P.M.

CITY HALL
Common Council Chambers
125 East Avenue
Norwalk, Connecticut
AGENDA

1. Public Participation

2. Approve the Minutes of the following Finance Committee Meeting:
   January 8, 2015 & January 28, 2015

3. Claims Committee: receive the monthly Claims report; review and approve claims as required for Claims Report dated:
   February 12, 2015

4. Narrative on Tax Collections dated February 12, 2015- Receive Report and discuss.

5. Monthly Tax Collector's Reports - Receive Reports and discuss:
   January 31, 2015

6. Authorize the Purchasing Agent to issue purchase orders to SHI International Corp for the purchase of Dell Servers and VMWare software per response to RFP #3499 for an amount not to exceed $45,869.00, account 09120600-5777-C0375 (budgeted IT capital item; no special appropriation required).

7. Authorize the Purchasing Agent to issue purchase orders to SDF Professional Computers d/b/a SAI computers for the purchase of Microsoft software licensing [Server Data Center (12); Server Client (650); Exchange Server (2); Exchange Clients (650); SQL Server (8); Office Professional Client (350); Visual Studio (1)] for an amount not to exceed $275,000.00, account 09120600-5777-C0375 (budgeted IT capital item; no special appropriation required).

8. Authorize the Mayor, Harry W. Rilling, to execute grant documents on the City's behalf for a $1,500,000 grant with the State of Connecticut for improvements at the Oak Hills Park Authority facilities.

9. RESOLUTION, requesting the reduction of the appropriation for the New Fire Headquarters Project from $13,600,000 to $13,030,908. 0912-3110-5777-C0466).

10. RESOLUTION, requesting the closeout of the Westport Avenue Addition/Renovation Project in the amount of $400,000. (Account No. 0914-3110-5777-C0525).

11. RESOLUTION, authorizing a Special Capital Appropriation in the amount of $35,000 to fund a study of fire protection and emergency services in the Westport Avenue/Cranbury neighborhood. (Account No. 0915-3110-5777-C0556).

12. RESOLUTION, authorizing a Special Capital Appropriation in the amount of $934,092 to fund renovations and to upgrade fire facilities at the New Canaan Avenue station, and to upgrade facilities at the remaining stations and at the repair facility at 100 Fairfield Avenue. (Account No. 0915-3110-5777-C0557).

13. RESOLUTION, authorizing the closure of the Buckingham-Lockwood Drainage Project in the amount of $867,156. (Account #0909-4027-5777-C0421).

14. RESOLUTION, authorizing a Special Capital Appropriation in the amount of $867,000 for the Watercourse Maintenance Project. (Account No. 0914-4027-5777-C0440).

15. Discussion of 2015-16 Operating Budget and Operating Cap.

CITY OF NORWALK
FINANCE/CLAIMS COMMITTEE
REGULAR MEETING
JANUARY 8, 2015

ATTENDANCE: Bruce Kimmel, Chair; Douglas Hempstead, John Igneri, Dave McCarthy, Jerry Petrini, Travis Simms

STAFF: Lisa Biagiarelli, Tax Collector; Fred Gilden, Comptroller; Thomas Hamilton, Director of Finance

OTHERS: Shannon O'toole Giandurco, Clyde Mount, Ernest DeRocheres, Karen DelVecchio. It Director

Mr. Kimmel called the Regular Meeting called to order at 7:00 p.m.

APPROVAL OF MINUTES

December 11, 2014 – Regular Meeting

Page 1: First paragraph, 2nd sentence, Mr. Kimmel noted that Mr. Hamilton's name should be replaced with Mr. Rudl's, and that "2.74" should be changed to "2.74% proposed increase in the BOE budget."

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

PUBLIC PARTICIPATION

Mr. Kimmel asked if there was anyone present in the public that would like to speak on any issue other than the Oak Hills Golf Authority. He then said that because no one stepped forward, Public Participation would be in conjunction with discussion of Oak Hills.

CLAIMS COMMITTEE: RECEIVE THE MONTHLY CLAIMS REPORT; REVIEW AND APPROVE CLAIMS AS REQUIRED FOR CLAIMS REPORT DATED: JANUARY 8, 2015

Ms. Biagiarelli said that she doesn't need anyone to vote on any claims, as they were all under the threshold.

NARRATIVE ON TAX COLLECTIONS DATED JANUARY 8, 2015 – RECEIVE REPORT AND DISCUSS.

MONTHLY TAX COLLECTOR'S REPORTS – RECEIVE REPORTS AND DISCUSS: DECEMBER 31, 2014

Ms. Biagiarelli said they are very slightly behind schedule according to their December numbers, in relation to the previous year, because bills went out about a week late, but they should be back on track at the of the month or in the first weeks of February. She said the last day to pay is Monday, February 2. She said during this month they will be deeding over any of the properties that have not redeemed from the tax sale, which was about 6 months ago. She said the sale was July 21, 2014, and it ends January 21, 2015. She said they started with 260 properties plus boat slips, and noted that they are now left with 9 – all the others have been paid. She said she suspects that 1 or 2 of the 9 may be redeemed between now and the deadline. However, she said it currently looks like 9 will deed over: 3 boat slips, 2 parcels of vacant land that are being taken over by the City, and 4 homes. She said the other news is that they hit $2 million in the Alias Tax Warrant program that they began tracking in 2008. She said this is where the State Marshall goes out to banks with a warrant from her and tries to seize funds or property on location at the business. She said she thought the $2 million was an important number to hit. Mr. Kimmel asked why it was called an Alias Tax Warrant. Ms. Biagiarelli explained that it is because he is an alias for her, as she is not going out there herself; she gives the Marshall authority to collect on this account, and provides him with a list of all pertinent details.

RECEIVE BOARD OF ESTIMATE AND TAXATION APPROPRIATIONS DATED: JANUARY 5, 2015

Mr. Kimmel introduced two appropriations: one for overtime reimbursements to the Norwalk Police Department, and the other for overtime reimbursements to the Registrar of Voters for the primaries. He asked Mr. Hamilton to go into more detail. Mr. Hamilton said the first appropriation is recognizing that a sum of $7,202 has been received and will be spent by the Police Department for overtime relating to a drug investigation. He then said, regarding the second appropriation, that the BET made a $200 adjustment at the request of Mr. Stuart Wells III, who indicated that the amount could be reduced by this sum, as it was excess. He said the corrected sum was $23,087 as of Monday, January 5, 2015. He said the expenses cover the primary, noting that the City doesn't routinely budget for primaries unless they are certain they are going to happen. He said they do include funds in contingency for items that may happen, such as primaries, however. He said the Registrar of Voters has given them an itemization of expenses, noting that the largest expenses were for temporary poll workers conducting the elections, telephone, machinery and equipment expenses for ballots, and delivery of polling equipment, as well as other election supplies, to the voting venue. He said that this amount is consistent with what is typically spent on a primary, and was a pretty standard appropriation. He noted that they waited until after the November elections to see if there were surpluses in some of the accounts that they'd budgeted for the elections, so the actual primaries cost a little bit more than this – around $45,000 – but because extra funds were available they were able to reduce their appropriation request to $43,087.

Mr. Kimmel then asked how much a municipal election costs. Mr. Hamilton said he believes about $75,000. Mr. Kimmel asked to be informed if the number turned out to be significantly larger or smaller. Mr. Hamilton said he'd double check and let him know.

Mr. Hempstead here suggested that they move 8 and 9 up in the pursuit of time saving, as Oak Hills might take some time to discuss. Mr. Kimmel acquiesced to this suggestion, and decided to take the agenda out of order, moving to items 8 and 9.

AUTHORIZE THE PURCHASING AGENT, GERALD J. FOLEY, TO ISSUE PURCHASE ORDER TO TYLER TECHNOLOGIES FOR THE TYLER MUNIS DOCUMENT IMAGING & INDEXING SYSTEM KNOWN AS THE TYLER CONTENT MANAGEMENT SYSTEM SOFTWARE FOR AN AMOUNT NOT TO EXCEED $60,000, ACCOUNT 157-12110330-57.

AUTHORIZE THE PURCHASING AGENT, GERALD J. FOLEY, TO ISSUE PURCHASE ORDERS AS NEEDED FOR THE PURCHASE OF SERVER AND PERIPHERAL EQUIPMENT AND SOFTWARE TO SUPPORT THE TYLER CONTENT MANAGEMENT SYSTEM FOR AN AMOUNT NOT TO EXCEED $30,000, ACCOUNT 09140600-5777-C0375

Mr. Hamilton said he would really turn this over to Mr. Gilden and Ms. Lyons, but essentially this was a request to purchase enhancements to the City's Integrated Financial Management system. He said they have been using a MUNIS financial management system for a number of years now, but there was a product available called Tyler Content Management, which will allow documents that are currently in paper/hardcopy form to be scanned in electronically to make them more readily available to any of the departments, and also citizens. This would include payroll records, W2's, tax filings, purchase orders, invoices and all the documentation that goes along with that. He then asked Ms. DelVecchio and Mr. Gilden to go into a bit more detail about this.

Ms. DelVecchio said that they are seeking to reduce paper storage and staff time in the pursuit of efficiency. She said that currently some of it is online, some is in filing cabinets. She said this will also be more efficient for department heads. She said it would integrate with the current management system, noting that they are trying to be as digital as they can. Ms. DelVecchio pointed out an error on the equipment spreadsheet: the unit costs and the extended costs don't match. She said unit costs were in fact correct, but the extended costs for some reason were not correct. Mr. Petrini asked if it would be $60,000 for the software and $30,000 for hardware. Ms. DelVecchio confirmed this. Mr. Gilden then said that the school system is paying for $60,000 out of its budget. Mr. Hamilton said this will significantly help the school system in addition to the City as they have a significant amount of paper records/documents. Mr. Kimmel then said so they should expect their paper bill should go down.

** **MR. HEMPSTEAD MOVED TO AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO TYLER TECHNOLOGIES FOR THE TYLER MUNIS DOCUMENT IMAGING & INDEXING SYSTEM KNOWN AS THE TYLER CONTENT MANAGEMENT SYSTEM SOFTWARE, NOT TO EXCEED $60,000**

** **MOTION PASSED UNANIMOUSLY**

<u>RECEIVE OAK HILLS AUTHORITY MONTHLY FINANCIAL STATEMENTS AND AUDIT REPORT.</u>

Mr. Kimmel asserted that the City Code requires they receive a monthly statement from Oak Hills. Mr. Hamilton confirmed this, and said the section of Code that created the Oak Hills Authority deems that they should file written report of its doings, income and expenditure in a written report – on the 15th of the month – to the Mayor, BET and the Common Council. He said they have been providing monthly reports regularly, but only after reviewing the code recently they came to the conclusion that this should be provided to the Finance Committee as well. He said it also provides that they should give an annual independent audit, which they will also provided for the Mayor. He noted that they want to comply with the city code.

Mr. Kimmel then said he recalled that in the late 1990's the Finance Committee received 1-2 page updates on financing from the BOE; he said he wasn't sure if he'd remembered this correctly, but asked that it be looked into to see if what applied to Oak Hills also applied to the BOE. Mr. Hamilton said he'd look into it. Mr. Kimmel said he sat in on the BET meeting earlier in the week regarding Oak Hills, noting that he liked the format of that discussion. He asked Mr. Hamilton to take the lead, and let the Oak Hills folks jump in whenever they wanted to point something out; he wanted to keep the discussion informal.

Mr. Hamilton outlined the documents he'd provided to the Committee. He said they were given the June 30, 2014 audit report that has been completed for Oak Hills, November financials for

2014, November sales analysis for 2014, a FY 2014-2015 budget, a November YTD budget variance report, and a Burn Rate Analysis as of November; he noted that the packet he'd handed out for the current meeting was an updated version of the Burn Rate Analysis through December. He noted that the Audit Report had come out, and said that the Auditor has issued a qualified audit opinion, and that the qualification relates to a W concern qualification, which comes back to the issue that they and Oak Hills has been wrestling with, i.e. a deficit presently in the Oak Hills operations. He said during the last year the deficit increased from the previous year's deficit of $48,965 to the June 30, 2014 deficit of $156,636; he noted this was a $107,000 increase in deficit, which resulted in a qualification on the Audit Report which suggested discussion with Oak Hills representatives. He said, in terms of the City's position on this, 2 years ago Oak Hills was facing significant cash-flow shortfalls to the point that they had to come to the City, and the City approved an Operating Loan of $150,000m which was to get them through the winter. Mr. Hamilton then said the discussion at the current meeting was to figure out whether Oak Hills could make it through the winter without assistance from the City. He said they'd raised some concerns, noting that Mr. Barron in particular expressed some concerns with Oak Hills, and has met with and worked with Oak Hills people to help figure things out. He said the Authority has taken steps to bolster their cash position, and put them in a position to make it through the winter.

Mr. Hamilton then turned the Committee's attention to the Burn Rate Analysis packet. He noted that the number $69,969 was circled at the top of the Golf Revenue column because it was such a significant improvement in the cash position for Oak Hills. He said the Authority took proactive steps to advance the sale of golf cards and institute new programs and measures to bolster cash position through additional golf revenues in the month of December. He said that golf is a seasonal business, noting that revenue needs to be made during good weather, as people don't want to play in the poor conditions. He then directed attention to the number $91,727, which was the end of December bank balance, and which agrees with the number on the Balance Sheet, after excluding a $2,000 escrow. He noted that this was a legitimate place to start the analysis. He then said they are projecting to be in positive cash flow at the end of January, $16,000 short by the end of February, and then a total of $25,700 in March, after which the cash position will improve in April – significantly so in May, and particularly by the end of June, when they are expecting over $200,000 in cash. He noted that it's really a question of getting through February, March and April. He said that in October the Authority acquired a bank line of credit for the sum of $100,000 that is available to them to draw down upon to meet seasonal cash needs. He said this is not unusual for a seasonal business to rely upon, and said currently they will have to draw down on a sum of $25,000 from that credit, and that they will be in a position to repay that credit by May. He said they believe the Authority should be able to make it through the winter without needing an appropriation. He noted that operation is still constrained, and that they'd like to see them in position not of deficit, but of positive assets. He said that concludes where they are at in their review of Oak Hills, although they expect Oak Hills to be back before them by end of next month. He noted they'd reached complete agreement with the State of Connecticut for the original grant agreement of $1.5 million for Oak Hills. He said the original agreement had stated that the city would come up with all the money – they thought they were accepting 1.5 mill state grant -- but the language has been adjusted accordingly, which is good news for the golf course as well as the City.

Mr. Mount then took the floor and said that when the word deficit comes up, people think that Oak Hills can't make money. He said that the deficit being reported included depreciation expense, and although it was an account expense, it wasn't a cash expense. Mr. Mount then passed out some papers detailing account specifics. He ran off the numbers for previous years, stating that in 2012 it was $27,060, $26,090 in 2013, and $27,028 in 2014. He noted that one of the concerns was that revenue was dropping, but in reality it was just cart revenue that was dropping. He said this happened because there were some cart paths that got too wet to use carts on. Mr. Kimmel said he was impressed at BET meeting, and asked Mr. Mount to repeat what he said there. Mr. Mount then elaborated, saying that they received half as large a revenue as Stamford due to a lack of continuous cart paths. He said that it is clear that cart path revenue is down from the previous year. He said when he looks at income he doesn't typically look at depreciation, but he felt that the interest paid to the city was important. He then said after they paid interest to city the golf course made $120,000, noting that when they took depreciation out of that they were left with a deficit of $106,000. He said he understands why depreciation has to be included, but noted that it is not a cash expense. He said what they really have to focus on is on personnel, as that is one of the few things aside from sales that they can affect. He said they're not going to do anything with maintenance as it is as low as it can go. He said they will double down with personnel.

Mr. Hempstead then asked what the debt service on the loan for the restaurant was. Mr. DeRocheres said the restaurant is $136,000 a year (interest in principal), revenue from the restaurant is $72,000. Mr. Hamilton then directed attention towards the debt service packet, noting that the restructured debt to the City was $161,647, and that some additional capital funding was provided for $150,000, so the debt service on that was $16,612, and the debt service on the operating budget was also $16,612. Mr. Hamilton said the bulk of this was the restaurant. Mr. Hempstead asserted that they need to break the cycle of debt, and that they need to figure out how to write off a portion of the debt to break even. He said he thinks they need to make it a lot longer than it has been. Mr. Hamilton noted that they'd extended payment to 30 years. Mr. Hempstead then said he thinks the city needs to figure out a way to make this a real financial obligation based off reality, as opposed to assumption. He said they can't just be billing based off the past precedents, suggesting the City should perhaps re-acquire it and lease it back to them.

Mr. DeRocheres said the rent they pay is $72,000/year, whereas rent collected from any other restaurant attached to a golf course in Fairfield County is generally $37-45,000/year. He said if they brought an operator in they couldn't lease it for much more than $45 -50,000. He said one issue is that the grant disallows putting money into the restaurant; it foreclosed use in rental properties. He said the City has a big problem with the establishment: it's not insulated, the heating bills are much too high, they've had to fix roof, replace boiler, etc. — it's now entering that phase where money will need to be invested each year to maintain it. He said they have done everything they can to keep it going in the right direction, but that won't help if all the cash is being sucked out for debt service. Mr. DeRocheres then asserted that debt can be extended infinitely, but it would be impossible to generate $1.9 million to service that debt from a rental, so they have to use revenue generated from golf. He noted that they only make $200-300,000 a year before debt, and that it's over-leveraged. Mr. Hamilton said the decision was made to build restaurant, and that that money needs to be paid. Mr. Kimmel said they will deal with $1.5 million the next month, then in March they will focus on the restaurant issue. He asked Mr. Mount and Mr. DeRocheres for their opinion on what a prudent course would be when they came back. Mr. Kimmel then thanked them.

OVERVIEW OF FISCAL YEAR 2015-2016 OPERATING BUDGET FOCUSING ON KEY DRIVERS.

Make budget requests at a level that is less than the enclosed pro forma budget. He noted that the pro forma budget projects labor and contract changes, estimated increases in health insurance and pension costs, retiree health insurance costs, debt service, and general inflation. He said the Mayor said he felt the projected tax increase coming out of the pro forma budget was too high, and challenged them to come in with a budget that was below pro forma. He reviewed the packet, and drew attention to the Total Expenditure line, noting that his pro forma had estimated that budget needed to go up $8.7 million, or 2.7%. He said departments have submitted budgets that total $10,975,000, or a 3.5% increase. He noted that a few departments came in under pro forma – most did not, however. The Police Department budget is up $493,000 but they know that the way in which they perform the budget for the Police Department they didn't include Capital Acquisitions, which are primarily police cruisers, as they put those in contingency. Mr. Kimmel then asked why Police cruisers are in the operating budget. Mr. Hamilton said because they don't have a useful life that meets the requirement of a capital project. He said they have about 3 years of frontline service. Mr. Kimmel asked why this was the case. Mr. Hamilton noted that it's not so much the mileage as it is the hours, and police cruisers spend a lot of time idling.

Mr. Hamilton said the Mayor had put out a challenge to get low rate to 2% or less, and that they weren't there yet, but were working towards it. He said they'd picked up a substantial amount of non-tax revenues going from the pro forma estimate of $31.6 million up to $33.1 million. He said as of now they are not projecting any use of fund balance, as the budget has not been finalized. If they are going to get below 2% tax increase number they are going to either have to make reductions to expenses or find non tax revenue of about $2,700,000. He said there are 8 new positions that have been requested by City departments. He said he thinks there's a good chance they won't see all 8 new positions - but these 8 positions translate to $519,000 dollars in salary. He said one of the drivers is debt service going up next year, at about $1.5 million. He said they will look for possibilities to do refunding, but that's not looking too likely now. He said generally speaking wages are going up at about 2-2.25%, which translates to $1 million in wage increases. He noted that all contracts (except police) are settled for the next year. He said the BOE budget is going up, and is the biggest single increase, and is going up by $4.5 million or 2.7%, which is lower than what they've seen from the BOE in a long time.

Mr. Kimmel asked if the BOE is now a little over 2.8%, as he had read in the paper. Mr. Hamilton said no, it had been approved at 2.7%, according to Mr. Rudl. Mr. Petrini asked if that was 2.7% above what they budgeted the previous year or what they actually spent. Mr. Hamilton said those are the current year's budget. Mr. Kimmel asked if Mr. Hamilton was comfortable are you comfortable that the new positions would save money. Mr. Hamilton said they were able to demonstrate $300,000 in savings in contractual expenses. What they're proposing to do is bring in-house Special Ed services instead of out of district, but from the budget they presented they expect to perform those services for less money than it costs for out of district contracting. Mr. Hamilton then noted sometimes one student could end up costing as much as $100,000/year. Mr. Kimmel said he thinks they should be mindful and not penny-wise, it's going to cost them up front but they'll see. Mr. Hamilton said it makes sense to let them give it a shot. look at Danbury, getting that done with such fewer resources.

Mr. Kimmel then asked about the 8 new positions, specifically about a permanent engineer for the DPW, and if it would generate additional income, as well as if was worth the expense. Mr. Hamilton said maybe – their position is on the permit side of things. He then noted that they'd been talking with Yankee Gas for the past 3 years. He said there have been significant increases in assessments over the past two years there that correlate to what Mr. Alvord was suggesting. He said one year it had gone up $200,000, and then the past year it went up about $300,000. He said his caveat was that the grand list being finalized for October 2014 is is the grand list they will use for the next year's budget. He said the additional expense is in 2015-2016 budget, but they won't see the additional revenue until 2016-2017. He said they did talk about the issue of permit cost. He noted that if a permit is $100 each time one pulls a permit, a big enough volume will eventually cover the cost of the permit fees which they paid when they started the work. He said that was one of the positions that he has some sympathy for - but he's not at the point where he can make a recommendation. Mr. Hempstead said he thought the debt service was supposed to level off. Mr. Hamilton said it did level off, as it declined slightly for this year from the previous year. He said the reason it's going up for next year is that, Jack, his predecessor, decided to delay the repayment of principle to 36 months. He said so when they issued debt July 1, 2015 they would be making interest payments but would delay the first principle repay until 2018. He said the problem with that structure is that it's better for the City to start paying debt off sooner rather than later. He said he's pushing those maturities out so that the first maturity doesn't hit 3 years out. He said they're not taking advantage of low rates at the end of the curve, noting that they made a decision to defer to 24 months instead of 36. He said he'd like to get it back to the standard way municipal bonds are structured, which entails the first principal payment being made at 12 months. He said the problem with that is that they would get hit double for the year. Mr. Hamilton said it was done in consultation with the BET. He said if they look at pensions they'll notice that it is mostly flat, noting that pension costs were going up at $2 million/year for several years, but they leveled off this year. He said they went to the BET to say this is a good year to bring the debt return back to standard. He said hitting $27 million is not where they expect to ultimately level off – but in 2006, 2007, 2008 they were going up $3 million a year.

Mr. Hempstead talked about Public Works, saying that if they are encouraging people to build, he would much prefer people getting legitimate permits. He has heard quite a few complaints about it, specifically that it sometimes takes 2-3 months to get ahold of a permit. Mr. Kimmel agreed, and said he has heard about the wait. Mr. Hempstead wondered if there could be a part time position, or if it could be made seasonal. Mr. Hamilton said he hasn't talked to the Mayor about permits yet, but that it struck him as having the most rationale behind it, and that is most likely what he would be recommending – although he couldn't say for certain yet. He said theyneed to see how this all comes together., and where else they can find money. He said they recently rebid diesel fuel and gas, which should get them about $3-400,000. He said they'd updated health insurance, and now have a flat budget on that. He said they still need to look at retiree health insurance, but their OPEB trust fund is doing well, at $50 million in assets.

Mr. Petrini said it looks like they saved $10 million, and asked if that goes into surplus. Mr. Hamilton said no, at the bottom there are revenues of $312 million and expenditures $307 million, so they had a favorable result of operation of $4,000,687 – a significant chunk of which was reserved for the BOE, and half of which went back to them. Mr. Hamilton said the unassigned balance, which is actually available, is $34.6 million as of June 30th, representing 10.3% of gap revenues. He said their fund balance policy is to maintain the fund balance between 5% and 10%. He said they have a little bit of an inconsistency here as they were originally shooting for 8.5%; the median is now right near 10.3%. He said he thinks they have room to use some of that fund balance. Mr. Petrini asked where they were as of June 30th, 2014. Mr. Hamilton said they were at about $29 million. Mr. Petrini asked Mr. Hamilton if the grand list fell. Mr. Hamilton said no; he'd built in a .25% increase, which he hopes is conservative as there is a lot happening. He said this is just an early estimate, but they will have the budget finalized and have a number from an assessor at the end of the month, which he hopes will help bring the low rate down as well.

Mr. Hamilton said the State has a shortfall in next year's budget. He said they didn't build any increases, but they picked up an increase on the Norwalk Hospital. He said they can estimate what they should receive for for pilot payments, but the State has a fixed pool of money, unless they add more. But assuming the state says they won't add any more money, it doesn't mean they won't get money – they just won't get the full number. He said they'd made best calculation on pilots rates staying flat statewide. He said he thinks they will get some funding there though. He said they have a couple new proceedings, including bulky waste pickup and a proposal to start a street-sweeping program. He said there is also substantial sum of additional money for grant agency. there will be fairly significant increase in total allocations. grant agency committee recommending funding a portion of it, which is likely what he will be recommending. Mr. Petrini asked if he had any idea where a cap will come in for debt services. Mr. Hamilton replied he is expecting $20 million, noting that the total request was for $26 million? He said even though it doesn't seem like that big of a gap, it will be difficult to go down from $26 -20 million. Mr. Kimmel said that's alright, the budget is low. Mr. Hamilton said the budget this year was going to be easier to put together than in past years, noting that Health Insurance and Pension expenditure had been constrained. He said there was a small reduction in actuaries' discount rates, noting that they have to use discount rates to calculate their liabilities. He said they used to be at 8.25%, then they dropped it to 8%. Mr. Gilden said he thinks it's currently 7.75%- going to 7.625%. Mr. Hamilton said the actuary would prefer to see number at 7.25%, but they're satisfied with the incremental changes.

Mr. Kimmel said that there is no one complaining about BOE which is unusual. He said last year they did something like this, where they worked back from the cap. He said the next Finance Committee meeting is scheduled for the 12th. He asked if the BET had planned a public hearing or set a date.. Mr. Kimmel said the 19th – the Thursday after their February Finance Committee meeting, they had a hearing with the option of having a special Finance Committee meeting. He noted that they didn't hold the meeting, but asked how the committee felt about it. Mr. Hempstead said he likes to have the public weigh in on it. He asked if they were thinking about holding a meeting on the 12th of February, then a public meeting on the 19th with the option of a special meeting. Mr. Hempstead wondered if they could do that separately, and asked if they could do it on the 26th. Mr. Petrini asked how people felt about getting together with the BOE to discuss this. Mr. Kimmel recommended that Mr. Petrini touch base with Mr. Lyons, and both of them come up with a proposal. Mr. Kimmel then asked when they might see their budget book. Mr. Hamilton said he thinks that it's already available, noting that they probably produce a separate book. Mr. Kimmel said it would be ideal if they could meet on Tuesday and go through it, noting it doesn't matter if they use the Superintendent or BOE book. Mr. Petrini said the 21st or 22nd of January were open, noting that the 21st is probably a good date for them. Mr. Petrini said he will set something up toward the end of January, or for the beginning of February.

Mr. Hempstead said they are trying to get the commercial blight going, which is generating revenues. He said they're trying to figure out whether it's a part-time position, or over time. Mr. Hamilton said Bill gets a stipend to do that; by ordinance, any revenue goes into a special revenue fund. He said he might be assuming the revenue will be there to cover the expenses. He said as long it it's there, there's no problem – but he didn't think he put anything in the operating budget. Mr. Hempstead said they went up $2.5 million at the end of the day the previous year, noting that they weren't anticipating anything else. He said if they're hiring new positions to save money. He asked if there was any indication that there will be money left over, to which Mr. Hamilton said no. Mr. Kimmel said they can't take it upon themselves to decide for the BET.

Mr. Hempstead then asked about the grant committee. Mr. Hamilton said that they are an ad hoc advisory committee to the Mayor, and are not formally constituted in the City Code, noting that their recommendations don't carry any legal significance. He then said he, however, relies on them for his recommendations, unless a recommendation simply doesn't make sense. He said they have relied on them; they are folks selected by the Mayor. He also noted Mr. Barron has been staffing the committee so he hasn't attended the meetings for a few years, but they meet with each of the grant agencies and they do have minutes. Mr. Hempstead asked if they just make a recommendation to the BET. Mr. Hamilton said yes, though technically they just make a recommendation to him. He then noted that he's not required to take their recommendation legally. Mr. Hamilton said they vote on individual appropriations for individual agencies; the BET is right down to line-item approval on budgets. Mr. Hempstead then asked under what authority they operate – asking how he would give a grant agreement to the Red Cross if they have no authorization. Mr. Hamilton said there's not a written grant agreement. Mr. Hempstead then asked where the check in the system was, since they weren't a city organization. Mr. Hamilton said that when they issue a purchase order he doesn't think there is anything that is run through the council - only if they have a contract. Mr. Hempstead asserted that there's no contract. He asked how much a year it costed. Mr. Kimmel said it costs 1.8 million a year. Mr. Hamilton said it depends on what is included as grant agencies – the biggest service would be senior services. Mr. Hempstead said he thinks it's worthy of looking into, as a legal issue. Mr. Hamilton said the issue he was raising was, before they expend funds, whether should there be authorization from the council.

Mr. McCarthy said if it got to the point where it was contentious, the council's check would be that they could reduce the cap by the amount of the grant if one wanted to get rid of the grant –

though the BET could then approve it. Mr. Hempstead then asked why they wouldn't give out money in grants if they were taking money. He said overtime has a process – it almost constitutes special appropriations, as they are an outside agency. Mr. Hamilton said that normally they authorize the Mayor to execute a contract; there is no contract between the City and these agencies. Mr. Kimmel asked if all municipalities did this, and why they did it. He said he was curious if anyone getting money from this list was also getting money from community block grant funds. He said they have to say no to so many worthy organizations that they should be informed before they make a decision. He said he's surprised, as they distribute $2 million a year. He asked whether other cities do this. Mr. Hamilton said it depends on the size of the city; most do not, necessarily. Mr. Petrini said that the top 5 cities in Connecticut get State support for free, anyone after that typically does not. Mr. Hamilton then said that most senior centers are run directly as city departments, but Norwalk is run through a State grant. Mr. Kimmel then asked how Mr. Hamilton came up with the $1,871,391 figure instead of a flat figure, noting that he was looking at the pro forma. Mr. Hamilton said he might have increased it by 1.5% - 2%. Mr. Petrini clarified that there was no increase. Mr. Hempstead expressed concern that there was no requirement at the end of the year to indicate what was serviced. Mr. McCarthy said they've got an informal process, but they're not codified. Mr. Hamilton said one of the reasons they have a grant committee is to do due diligence. Mr. Kimmel asked if the legislated $17,000 was a budget. Mr. Hamilton said most of it was for their salaries.

Mr. Kimmel then reviewed upcoming meetings.

ADJOURNMENT

** **MR. MCCARTHY MOVED TO ADJOURN THE MEETING**
** **MOTION PASSED UNANIMOUSLY**

The Regular Meeting was adjourned at 8:55 p.m.

Respectfully submitted,

Justin Hoffmann
Telesco Secretarial Services

CITY OF NORWALK
FINANCE COMMITTEE
SPECIAL MEETING
JANUARY 28, 2015

ATTENDANCE: Bruce Kimmel, Chair; Mayor Harry Rilling; Tom Hamilton, Finance Director.
Board of Estimate & Taxation: James Clark, Erik Anderson.

Common Council: Richard Bonenfant, Douglas Hempstead, John Igneri, Eloisa Melendez, John Kydes, Shannon O'Toole-Giandurco, Jerry Petrini.
Norwalk Public Schools: Dr. Manuel Rivera, Superintendent; Mike Barbis, Board of Ed. Richard Rudl, Chief Business & Financial Officer;

Call to Order

Mr. Kimmel called the meeting to order at 7:00 p.m. and introduced the Common Council members in attendance and members of the Board of Estimate and Taxation. He noted that this was a special meeting and only the items on the agenda could be discussed which are as follows: Presentation of the Board of Education Recommended FY 2015-16 Operating Budget, and questions regarding the presentation.

Review Superintendent's Recommended FY 2015-16 Operating Budget

Dr. Rivera went through the presentation of the 2015-16 proposed budget and covered highlights of charts and supporting documentation. He explained that $170.9 million represents a 2.74 percent increase over the current school budget of $166.4 million. He stated that this is a sound budget that builds on the goals set forth in the school district's strategic plan, not only good for schools and good for continuing our major initiatives; it's also good for taxpayers to minimize the increase in taxes.

Dr. Rivera outlined that the largest portions of the budget are salaries and benefits, which combined represents 85 percent of the budget. Other factors driving the budget are special education, transportation, utilities, facilities maintenance and administrative staffing.

He reviewed the highlights of the initiatives (Page 6) and summarized areas as follows:

He spoke about improvements with the academic initiatives from Common Core transitions and K-5 literacy system assessments and reported that grade level reading for tracking students is in place. He noted that this was a result of multiple meetings on the new system assessments in progress at the schools and the result of developing and tracking achievement on the common core standards by grade level.

Dr. Rivera reported that he is working on plans for expanding summer school programs to offer to 800 students at five schools for next summer. He spoke about the evaluation of grant funding by the Grossman Foundation to continue the initiatives that are in progress.

Dr. Rivera spoke about the facilities utilization study that will provide an administrative evaluation of support staff and services to streamline duties and responsibilities. He noted that it is critical to identify needs in line with enrollment predictions and to avoid things such as the item on the agenda to relocate students due to other schools. He spoke about new developments that have to be factored in to have plans in place to advance the initiatives underway.

Out of District Placement

The school district currently spends $2.3 million in outsourcing Applied Behavioral Analysis Specialists and Board Certified Behavioral Analysts. The hiring of the specialists for special education program would save the district about $300,000. Dr. Rivera said the in-district special education program would mitigate the need to send certain special education students out-of-district. Where those facilities out-source services and the district in turns pays an exorbitant amount for those services. He explained the in-district special education program involves the hiring of Applied Behavioral Analysis Specialists, three Board Certified Behavioral Analysts, one additional psychologist and one additional special education teacher.

- Increases in funding of high school marching bands for per pupil cost equity.
- Increased funding to support the school district's growing ELL population (+40%)
- Funds have been provisioned for several new curriculum programs in Social Studies, World Languages and a $95,000 investment in K-5 Literacy writing.
- The funds set aside monies for the hiring of bilingual receptionists at Norwalk High School and Brien McMahon High School. The two positions are contingent upon the results of an Administrative Support Study.

Dr. Rivera spoke about the goal of the Blum Shapiro study is to examine clerical and administrative functions for operational efficiencies and enhanced services. There was discussion on this study and Mr. Hempstead requested sharing for joint-services consolidation use.

Mr. Rudl referred to supporting documentation that the RFP selection for the facility utilization study to is recommended to be conducted by Silver, Petrucelli and Associates. He noted study will take place over the next six to eight months and will make recommendations in August such as boundary lines of school attendance zones.

Mr. Rudl reviewed the details of the depth of the study that includes facilities assessment of ADA compliance, building components like HVAC, plumbing, roofing, electrical, energy efficiency, enrollment projections, along with inclusion of input from community stakeholders, parents, and staff.

Dr. Rivera added that we have some schools that have extra space and some schools that are bursting at the seams. This study is intended to give us a longer term plan on how to allocate students among the school buildings, how to improve these school buildings and expand them as needed so we don't have to make ad-hoc decisions like the Tracey assignment of students from 515 West Avenue. Mr. Hempstead noted that he was pleased that the school utilization was approved, as we have to look at the system as a whole.

There was a discussion on school over-crowding and the need for a facilities utilization plan.

Mr. Rudl reviewed the following and outlined impacts to the bottom line:

- in 2015-16 would be $170,987,857 or an increase of $4,556,992 over the current year
- This is less than the $5,016,507 salary hike mandated by prior negotiations.
- This was made possible by a decrease in benefit costs from $34,097,521 to $33,411,819 and a savings of $1,224,344 in professional and technical services.

More savings would be realized through major changes in the special education department:

- more programs to serve the needs of special ed. students out of district placement
- The combined costs of developing the in-house program and savings realized by not sending students to other schools results in a $350,000 savings.

The budget is based on certain revenue assumptions:

- Proposed budget assumes a 2.74 percent increase.
- State ECS funding remains at approximately 7 percent of total operating budget.
- Carryover of all unencumbered Alliance funds.
- Surplus Medicaid revenue is included.
- Grant funding is slightly less than 2014-15 (decreases to $22 million).
- Maintains strong support for literacy, Common Core, other current initiatives
- Invests in curriculum, technology expansion, facility improvements
- Enhances Special Education services
- Addresses needs for English Language Learners
- Continues commitment to professional development, standards, accountability, recruitment
- Advances design and development for new programs that will move NPS forward

Mr. Kimmel then opened up the discussion to have questions and comments from the Board members to be fielded by Dr. Rivera and Mr. Rudl.

Ms. O'Toole-Giandurco asked why the Interim Superintendent was not in attendance and expressed disappointment that his absence was disturbing and failed to show his involvement in the budget. She that he missed a key opportunity to meet members of the Common Council and BET, and to gain support from those voting on the budget. She added that this was a critical meeting to engage both groups in discussions over the largest element of the City's budget and to hear the City's concerns about the district…

Mr. Hempstead stated that he also wanted to ask about the absence of the Interim Superintendent and echo a missed a key opportunity to meet members of the Common Council. He asked about the $4 million deficit a few years ago and how that fiasco let to greater involvement by the Council. He stated that this budge seems real and not inflated and he thanked Dr. Rivera and Mr. Rudl for the good plan that was presented. He stated that he had several questions, and the first was a restructure of the salaries and step increases. Mr. Rudl referred to the supporting charts and explained the comparisons were done to Stamford and the step revision was result of doctoral degree stipend decreases and level .15 changes.

He noted that it is a complex matrix and one that is used as a bargaining tool with the Board of Ed during NFT contract negotiations. …

Mr. Hempstead asked about organizational changes in Assistant Principal positions at the Elementary School. Dr. Rivera explained that the positions are necessary in managing the changes in curriculum with common core standards, professional development and student assessments. He spoke about the former organizational structure and past position cuts where there were no Literacy Coaches and the district provided no support with curriculum revisions and professional development, and the remaining few AP's were assigned to multiple schools. He outlined that the AP role is a critical position to the structure of academic progress and to transition to common core and academic assessments. He spoke about use of foundation money from the Dalia Foundation and Priority Schools and Alliance Grant funding.

Mr. Hempstead spoke about infrastructure improvements, capital projects and facilities management and the need to have Council involvement. He spoke of the antiquated building management systems and lack of putting money to solve problems like leaky roofs and a maintenance program. He stated that there needs to be a study of the building efficiencies and an assessment to determine work flow analysis and there has been lots of neglect where there needs to be more evaluation on ongoing maintenance issues. He noted that the new building at McMahon is already starting to have major issues.

There was discussion on the facilities utilization study and Mr. Hempstead asked what the goals were with expectations. Mr. Rudl noted that the facilities utilization study that will review HVAC issues, windows, security systems and serve as the basis for recommendation on school improvement plans and a potential redistricting proposal.

He added that the layout and structure of the building at Jefferson is one that should have never been improved for renovation or improvement and is one that should be rebuilt at another property.

Mr. Petrini stated that he also wanted to echo comments about why the Interim Superintendent was not in attendance. He expressed concern with facilities and building management and spoke about the need for building maintenance not just custodial roles.

There was discussion on the City's responsibility with building improvements and areas that are in need of repair. Mr. Rudl summarized work being done on school roofs, Kendall in particular.

Mr. Bonenfant stated that as chair of Land Use and Building Management Committee they are aware of gaps between maintenance and building management. He spoke about the need to change pumps and filters on large equipment for efficient use and they had met with Mr. Hodel recently for an update who gave a comprehensive review on how many repairs and issues are ongoing.

Mr. Petrini added that there was a discussion on the need for a need for culture change to have custodians accomplish work orders that affect such building maintenance areas. He explained the challenge with managing school custodial staff without supervision for a night shift at 19 buildings in the City is a serious management problem.

There was discussion on the City's responsibility with building improvements and areas that are in need of repair. Mr. Petrini asked about what the City is doing regarding this issue with the school building maintenance and service and if staffing is the issue. Mr. Rudl explained that there is one plumber, one electrician, one general maintenance/HVAC technician managed under George Giannitti. He noted they have budgeted for an additional supervisor staff and outlined that they have outsourced some building custodial services and are compiling improvements needed at the schools and he is working with the superintendent to address the recommendation to address those needs.

Ms. Melendez stated that she was concerned about security after Newtown and spoke about how valuable it is when security staff knows the students and she shared some of her experiences as a recent high school graduate. She added that there is need for cameras and school resource officers to improve school safety. Mr. Rudl gave an update on new door locks, new window shades, Mylar film for windows for bullet resistance. He spoke about PA system improvements and most needed at Nathan Hale, and the use of close caption TV monitors for security.

Dr. Rivera noted the City wide safety committee and the work done by Col. Killackey with committees at each school and drills that are taken very seriously. He highlighted training done on see something, say something, active shooter, lock down and shelter in place.

Mr. Clark asked about salary increases that are large as a percentage of the budgets and management of those key drivers. Mr. Rudl referred to the charts and documents that detailed the addition of administrative staff that those contract changes, and spread sheets on benefits and workers compensation. Dr. Rivera spoke about needed staffing for Human Resources and Curriculum Specialists that filled gaps after positions were cut over the past few years.

Mr. Clark asked about increases in staffing and grants. Mr. Rudl reviewed areas of revenue the school district expects to receive are grant funding of $22 million and ECS funding from the state totaling seven percent of the operating budget.

Mr. Anderson asked about the Pre-K center and how he had questioned this put through the BET, that the building needs that have not been identified, and being pushed through on a fast schedule was not practical. Dr. Rivera clarified that the school district currently spends $2.3 million in outsourcing Applied Behavioral Analysis Specialists and Board Certified Behavioral Analysts. The hiring of the specialists for special education program would save the district about $300,000. Dr. Rivera said the in-district special education program would mitigate the need to send certain special education students out-of-district. Where those facilities out-source services and the district in turns pays an exorbitant amount for those services. He explained the in-district special education program involves the hiring of Applied Behavioral Analysis Specialists, three Board Certified Behavioral Analysts, one additional psychologist and one additional special education teacher.

There was discussion of the approved plans for the Roosevelt Center and therapeutic classrooms. Mr. Anderson asked for information relative to this transition for Middle School. Mr. Rudl noted that the CES High road model was used and PPT criteria guidelines will provide a continuum of services. Dr. Rivera explained that there is much more evaluation to do with Out Placement but the pre-school is a first step in identifying student special needs and consolidation of services that will then follow through the elementary school system.

Dr. Rivera spoke about the need for more ELL Instructional Specialists and reviewed the recent 20% increase in ELL enrollment, and need for an International Academy for parents in order to meet the education needs of ELL students and transitions with achievement

Mr. Kimmel asked about what the City is doing regarding the issue of school building maintenance and costs that are incremental to the Board of Education Operation Budget yet not outlined to the public. There was discussion on school building projects the efficiency point of repairs and renovations to determine when new school buildings need to be constructed. Mr. Hempstead stated that there was a study done prior to school renovations at Brookside and Brien McMahon, but an update is now due.

Mr. Rudl noted that the facilities utilization study that will serve as the basis for recommendation on school improvement plans and a potential redistricting proposal.

There was further discussion about attendance zone changes and boundaries where new developments and the capacity of our schools. Dr. Rivera noted that we have another building that is underutilized in another part of the city, and all of this has to be a part of the mix, and it could result in a redistricting recommendation. Mayor Rilling noted that Dr. Rivera has offered to volunteer his efforts to stay involved with how the results or the outcome of the study are implemented.

It was noted that Silver, Petrucelli and Associates recently completed an architectural and needs assessment study for Briggs High School. The findings and recommendations of the final report will also have some influence on next year's capital budget request, which itemizes facility repairs and improvements.

Mr. Clark asked if there are projections beyond 2015-16 for the budget. Mr. Rudl discussed the multi-year projections that are mapped out at 2.9% increase to have a long term handle on the needs for the district.

There was a discussion regarding Briggs. Dr. Rivera stated that their current site is problematic. The facility has many problems, the best thing to do would be to rebrand it and move it to a location closer to its student body.

Mr. Barbis reported that there will be two additional portables at Jefferson School, as reported by Mr. Hodel. He expressed concern that the school is extremely over-crowded and the layout is not conducive to this portable layout with traffic patterns and a very congested campus and the absence of sufficient playground areas.

Mr. Barbis stated that there needs to be improvement on the way the City allocates zoning developments and to be aware of the impact to school enrollments. He spoke about how one development resulted in the need for an additional bus which cost the school district $90,000.

Mayor Rilling commended the Board for commissioning this study and explained that with all of the developments going on, we know that's going to impact our school system, and this is going to provide a roadmap so you can budget for it.

Dr. Rivera added that the recommended capital budget requests nearly $4.5 million in bonds for school improvements around the district. He explained that this is not what he would describe as the superintendent's budget initiatives; these are what have been developed over the last year that people in this organization have contributed to. He added that at the Board level the strategic plan, but as he met with folks throughout this community, recognizing what our strengths are and where we had needs, we essentially created a series of initiatives that we believe have to continue.

Mr. Rudl explained that the facilities study that will be presented in a few weeks that will detail what is recommended for the district buildings and enrollment projections. Mr. Hempstead spoke bout the need to manage and provide continuity on the recommendations and not have the study shelved but keep it actionable.

Mr. Kimmel shared his experiences during his tenure on the Board and Council and shared an ongoing frustration that there was no consistency with the Board of Education on items that are vetted through Building & Land Use. He mentioned that based on his involvement, Mr. Valenzisi had reviewed the investment in technology, elementary laptops, computer labs, projectors, network upgrades, teacher dashboards, etc. He noted that there is now greater collaboration with Finance and Council and Board of Education.

He summarized a few of the comments made by Council members and complimented the BOE Finance Department for providing answers to the questions—which was not always done with Mr. Rudl's predecessor. He noted that Mr. Barbis makes a very good point about the City needs to do a better job with the planning of developments and the impact on education enrollment and school boundaries.

Mr. Kimmel explained the timeline for the budget process and noted that after the presentation of the budget at next week's full Board meeting, it is scheduled to be voted upon on Jan. 6, 2015.

Mayor Rilling noted that the proposed operating budget of $170.9 million represents a 2.74 percent increase which is possibly the lowest increase in Fairfield County. He thanked the staff for all the efforts with the budget process, and in particular acknowledged Richard Rudl for the financial procedures that he has put into place.

The meeting was adjourned at 8:55 p.m.
Respectfully submitted,
Marilyn Knox, Telesco Secretarial Services
Attachments Chart of NPS Mission, Vision, Goals; Power Point Presentation (on BOE website)

AGENDA FEBRUARY 12, 2015

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE		**APPROVED BY TAX COLLECTOR**		**REPORTED TO CLAIMS COMMITTEE**
ALLEN BRIAN J		12-MV-300969	($42.39)	PRORATION
	($287.52)	13-MV-300994	($245.13)	ABATEMENT
ARI FLEET LT		13-MV-302261	($121.97)	PRORATION
BACK JAYSON OR BACK EUNG SAE		13-MV-303112	($212.51)	ABATEMENT-ACTIVE MILITARY EXEMPTION
BRUNO ANGELO D		13-MV-306922	($87.72)	PRORATION
CARCHIETTA MICHELE		13-MV-800393	($432.52)	OVERPAYMENT PAID TWICE
CHASE AUTO FINANCE CORP		12-MV-402161	($64.15)	PRORATION
CHASE AUTO FINANCE CORP		13-MV-310886	($304.55)	PRORATION
DAIMLER TRUST		13-MV-314475	($242.75)	PRORATION
EAN HOLDINGS		13-MV-318473	($231.38)	PRORATION
FILS-AIME JEAN M		13-MV-320827	($81.84)	PRORATION
HONDA LEASE TRUST		13-MV-329586	($94.27)	PRORATION
HONDA LEASE TRUST		13-MV-328982	($189.18)	PRORATION
HYUNDAI LEASE TITLING TR		12-MV-329850	($326.30)	PRORATION
JP MORGAN CHASE BANK NA		13-MV-332633	($355.66)	PRORATION
KEELING STEPHANIE M		12-MV-332340	($75.25)	PRORATION
LEWONUK JASON J		13-MV-407781	($47.61)	PRORATION
LOPEZ EDGAR M		13-MV-337405	($173.74)	PRORATION
LORUSSO MARK A		13-MV-337621	($92.91)	ABATEMENT
	($324.46)	13-MV-337622	($231.55)	PRORATION
MARIA E DEGAETANO		13-MV-408335	($52.10)	PAID WRONG BILL
	($117.34)	13-MV-408334	($65.24)	PAID WRONG BILL
MARKELON WILLIAM J		13-MV-339318	($45.83)	PRORATION
NISSAN INFINITI LT		13-MV-345971	($19.77)	PRORATION
NISSAN INFINITI LT		13-MV-345575	($87.54)	PRORATION

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE		APPROVED BY TAX COLLECTOR		REPORTED TO CLAIMS COMMITTEE
PAQUA ELVERA D OR PIAQUADRO FRANK		13-MV-348261	($149.76)	ABATEMENT
	($169.44)	13-MV-410153	($19.68)	PRORATION
PEDEN LAUREN N		13-MV-349008	($30.40)	OVERPAYMENT
	($277.03)	13-MV-349006	($246.63)	ABATEMENT
PENSKE LSING & RENTAL CO		13-MV-349217	($209.75)	PRORATION
PENSKE TRUCK LEASING CO		13-MV-349219	($293.48)	PRORATION
PONTECORVO ANTHONY F		13-MV-800161	($191.28)	
TELLER MARIA P AND TELLER JOSE		13-MV-361548	($60.38)	PRORATION
	($107.35)	13-MV-361549	($46.97)	OVERPAYMENT
TOYOTA MOTOR CREDIT CORP		13-MV-363414	($290.43)	PRORATION
TOYOTA MOTOR CREDIT CORP		13-MV-363331	($453.67)	PRORATION
USB LEASING LT		13-MV-364484	($43.40)	PRORATION
USB LEASING LT		13-MV-413413	($395.18)	PRORATION
WHEELS LT		13-MV-368042	($54.39)	PRORATION
WHITAKER LAWRENCE		13-MV-368081	($125.00)	PRORATION
WILMOT ROBERTA F		13-MV-368640	($270.43)	ABATEMENT
CAMPUS CAFÉ EAST		11-PP-203667	($386.06)	IPP FEE ADJUSTMENT
LOS POBLANOS		13-PP-201534	($458.84)	WPCA-IPP FEE REDUCTION
BOTTICELLI ROBERT & ELIZABETH		13-RE-102915	($2,113.63)	2^{ND} ½ PAID TWICE
DEVINGO EDWARD & ANNA		13-RE-106995	($3,073.78)	DUPLICATE PYMT
GRAY LYNNE		13-RE-110941	($75.66)	2^{ND} ½ BALANCE PAID TWICE-OVERPAYMENT

Norwalk

OFFICE OF INFORMATION TECHNOLOGY

To: Members of the Finance Committee

From: Karen Del Vecchio, Director, Information Technology

Date: February 6, 2015

Subj: Computer Servers and Software Bid Project #3499

In late 2007, the City completed its last significant upgrade to its Microsoft infrastructure operating systems, Office Suite, email, and database software. We anticipated executing another major upgrade for 650 City users, including Police and Fire, in Q4 2012, however, we delayed purchases for upgrading this infrastructure software until now for a number of reasons:

- Migration of all desktops and laptops off of Windows XP was a pre-requisite. Many of the City's software systems were, until 2014, only supported for use on XP or Vista.
- Windows Vista was not a viable option for implementation City-wide; hence we put the infrastructure software project on hold pending implementation of Windows 7 on the desktop City-wide (over 600 PCs).
- Database compatibility testing for over 50 database applications.
- Cost – an orderly migration is not performed "in place"; rather, a parallel server platform is built and the enterprise is cutover when all is ready. The City will acquire new equipment and software licenses as part of this upgrade.

We are comfortable at this time with moving forward with the Microsoft infrastructure upgrade.

Prior to issuing an RFP to purchase equipment and software licensing, we explored a number of alternative to purchase options, such cloud-based and license subscription services.

Historically, the City takes on a major IT infrastructure upgrade about every 7 years. The capital upgrade cost in 2007 was $355,000.00 for licensing and servers or roughly $51,000 per year. The capital cost for this proposed upgrade is $320,900.00 for licensing and servers (and increased number of users) or roughly $45,839.00 per year.

With regard to the Microsoft Cloud offering, Microsoft Office 365, for the number of email users the City has and to meet FOI requirements, the annual operating cost is between $136,200 and $156,000.00 + one-time $32,500 migration and startup fee. The cloud offering does not include SQL database services or development; hence we would need to license, maintain and support a separate equipment and software infrastructure to support these 50+ applications.

We also investigated Google Apps for Government, another cloud-based offering. Operating costs start at $33,000 per year for 650 users. The email system would not be Outlook, but rather Gmail. To meet FOI requirements, we'd have to subscribe to Google Vault for email archiving, litigation hold and ediscovery which is an additional cost for an annual operating cost of $78,000. With the $7,500 start-up fee, the first year cost = $85,500. We would also have to retrain over 600 employees on using Google Apps for Government, including Google Sheets instead of Excel. This cloud implementation does not include SQL database services or development hence we would need to license, maintain, and support a separate equipment and software infrastructure to support these applications.

In December, 2014, the City released bid solicitation #3499 for the procurement of Computer Servers and Software. 12 vendors responded. At its February 4, 2015 meeting, the ITT Committee approved splitting the award between the two lowest, authorized-reseller bidders based on the commodity pricing.

The specific actions requested are:

A. Authorize the Purchasing Agent to issue purchase orders to SHI International Corp for the purchase of Dell Servers and VMWare software per response to RFP #3499 for an amount not to exceed $45,869.00, account 09120600-5777-C0375 (budgeted IT capital item; no special appropriation required) and forward onto the Common Council for further action.
B. Authorize the Purchasing Agent to issue purchase orders to SDF Professional Computers d/b/a SAI computers for the purchase of Microsoft software licensing [Server Data Center (12); Server Client (650); Exchange Server (2); Exchange Clients (650); SQL Server (8); Office Professional Client (350); Visual Studio (1)] for an amount not to exceed $275,000.00, account 09120600-5777-C0375 (budgeted IT capital item; no special appropriation required) and forward onto the Common Council for further action.

Att: ITT Approval Forms

City of Norwalk
Information Technology Department
125 East Ave., Rm203
Norwalk, CT 06850
Phone: 203-854-7714 Fax:203-854-7803

ITT Request Form

Bid Project #3499 - Computer Servers and Vmware

Request Number: 3499-01 Modification Number : Date of Request: 4-Feb-15

FUNDED IN CURRENT CAPITAL OR EXPENSE BUDGET: YES **CONSISTENT WITH CITY TECHNOLOGY PLAN:** Yes

BUDGET ACCOUNT: 09120600-5777-C0375

VENDOR DATA

SHI International / bid response to #3499

290 Davidson Ave, Somerset NJ 08837

barbara_west@shi.co **508-954-4449**

ship to: **David Ross, IT**

Norwalk City Hall, 125 East Ave, Norwalk, CCT

PRICING INFORMATION

QTY.	DESCRIPTION	MAKE	MODEL	PRICE/UNIT	EXT PRICE
3	Dell R620 Servers	2 X E5-2670 2.6 GHz 20 MG	8 core 1600 MHz	$7,791.00	$23,373.00
8	Vsphere 5 Enterprise for 1 proc	VMWare	VS5-ENT-C	$2,150.00	$17,200.00
8	Product SnS for Vsphere V5 En	VMWare	VS5-ENT-P-SSS-C	$662.00	$5,296.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Shipping	$0.00
				Total	**$45,869.00**

Date Presented: 4-Feb-15 **Date Approved:** 4-Feb-15

PROJECT **Servers and VmWare** **ITT Signature:**

City of Norwalk

Information Technology Department
125 East Ave., Rm203
Norwalk, CT 06850
Phone: 203-854-7714 Fax:203-854-7803

ITT Request Form

Bid Project #3499 - Microsoft Licensing

Request Number: 3499-02 Modification Number : Date of Request: 4-Feb-15

FUNDED IN CURRENT CAPITAL OR EXPENSE BUDGET: YES **CONSISTENT WITH CITY TECHNOLOGY PLAN:** Yes

BUDGET ACCOUNT: 09120600-5777-C0375

VENDOR DATA

SDF Professional Computers Inc/ bid 3499 response

813 South Evans St, Greenville, NC 27834

melissa.kier@sdf-sai.

ship to: **David Ross, IT**

Norwalk City Hall, 125 East Ave, Norwalk, CCT

PRICING INFORMATION

QTY.	DESCRIPTION	MAKE	MODEL	PRICE/UNIT	EXT PRICE
12	MS Server Data Center 2012 R2		P71-07849	$4,157.97	$49,895.64
650	MS Server 2013 Cals		R18-04293	$22.76	$14,794.00
2	MS Exchange Server 2013 STD		312-04275	$477.98	$955.96
650	MS Exchange STD 2013 Cals		381-04343	$52.45	$34,092.50
8	MS SQL Server STD 2014 per	2 core lic	7NQ-00585	$2,421.68	$19,373.44
450	Office Professional 2013		79P-04770	$343.32	$154,494.00
1	Visual Studio Professional with	MSDN	C5E-01145	$336.33	$336.33
					$0.00
				Shipping	$0.00
				Total	**$273,941.87**

Date Presented: 4-Feb-15 **Date Approved:** 4-Feb-15

PROJECT **MS licensing** **ITT Signature:**

NORWALK

DEPARTMENT OF FINANCE

OFFICE OF THE DIRECTOR

MEMORANDUM

DATE: February 3, 2014

TO: Bruce Kimmel, Chairman, Finance Committee

FROM: Thomas S. Hamilton, Director of Finance

RE: Oak Hills Park Grant Agreement

As you are aware, the State Bond Commission recently awarded a $1.5 million grant to the City of Norwalk to undertake improvements to the facilities at Oak Hills Park.

The scope of work that is proposed to be completed with this $1.5 million grant is outlined in the attached Grants Contract from the State of Connecticut. My office has sought to ensure that the grant agreement does not obligate the City to complete more work than can be accomplished with the $1.5 million funding available through this grant, and we are satisfied that the proposed grant agreement meets this objective. This grant operates on a reimbursement basis, with funds disbursed by the State upon the presentation of detailed vendor invoices for work that has been completed to-date.

The City is the recipient of this grant, so we will work with the Oak Hills Park Authority to ensure that all State requirements and documentation necessary to secure State reimbursement is in place. We have invited representatives of the Oak Hills Park Authority to your February 12, 2015 meeting to answer any questions that you may have on this project.

ACTION REQUESTED: Authorize the Mayor, Harry W. Rilling, to execute grant documents on the City's behalf for a $1,500,000 grant with the State of Connecticut for improvements at the Oak Hills Park Authority facilities.

Cc: Harry W. Rilling, Mayor
Clyde Mount, Chairman, Oak Hills Park Authority

PERSONAL SERVICE AGREEMENT/GRANTS/CONTRACT
Rev. 6-12-2013

STATE OF CONNECTICUT
DEPT. OF ENERGY AND ENVIRONMENTAL PROTECTION

CITY OF NORWALK CPAP 2015-09

CHECK ONE
☒ GRANT
☐ PERSONAL SERVICES AGREEMENT

1. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THECONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

(1) CONTRACT
☒ ORIGINAL
☐ AMENDMENT

(2) IDENTIFICATION NO.
P.S.

P.O.

CONTRACTOR

(3) CONTRACTOR NAME
CITY OF NORWALK

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

CONTRACTOR ADDRESS
CITY HALL, 125 EAST AVENUE, NORWALK, CT 06856

CONTRACTOR FEIN/SSN
06-6011881

STATE AGENCY

(5) AGENCY NAME AND ADDRESS
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION (DEEP)
CENTRAL SERVICES, CONSTITUENT AFFAIRS/LAND MANAGEMENT,
79 ELM ST., HARTFORD, CT 06106

(6) AGENCY #
DEP43153

CONTRACT PERIOD

(7) DATE (*FROM*) Execution
THROUGH (*TO*) Execution + 5 YEARS

(8) INDICATE
☐MASTER AGREEMENT ☐ CONTRACT AWARD NO. ________ ☒ NEITHER

COMPLETE DESCRIPTION OF SERVICE

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

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

Appendix A consists of 3 pages, numbered A1-A3.

Additional terms and conditions governing this Contract are contained on Pages Two through Four.

COST AND SCHEDULE OF PAYMENTS

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

The Commissioner will make payment of any and all funds from this grant-in-aid on a reimbursement basis subject to approval of requests for payment, in his sole discretion. The Municipality is responsible to supply appropriate documentation to the Agency of cost relating to the project, in a manner more particularly described in Appendix B.

The maximum amount to be reimbursed to the Municipality under this Contract is $ 1,500,000.00.

(11) COMMITTED AMOUNT
$ 1,500,000.00

(12) AMOUNT	(13) DEPT.	(14) FUND	(15) SID.	(16) PROGRAM	(17 PROJECT	(18) ACTIVITY	(19) BUD REF	(20) AGENCY CF1	(21) AGENCY CF2	(22) ACCOUNT
$1,500,000.00	DEP43153	12052	43615	64004	DEPA00029200809	155005	2015			55050

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

ACCEPTANCES AND APPROVALS

(23) STATUTORY AUTHORITY **CGS Sec. 22a-6(a)(2) as amended; CGS Sec. 4-8 as amended; CGS Sec. 7-148(c) as amended; Public Act 2014-98, Sec. 9(d):**

(24) CONTRACTOR (OWNER OR AUTH. SIGNATURE)
TITLE **Harry W. Rilling, Mayor**
DATE

(25) AGENCY (AUTHORIZED OFFICIAL)
TITLE **Robert J. Klee, Commissioner**
DATE

(26) ATTORNEY GENERAL (APPROVED AS TO FORM)
DATE

DISTRIBUTION: CONTRACTOR AGENCY

FUNDS AVAILABLE________________________________DATE_______

STANDARD TERMS AND CONDITIONS

(Rev. 6-12-13)

1. **Executive Orders.** The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

2. **Indemnification.**

   (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.

   (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

   (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

   (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

   (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.

   (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party

   (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

3. **State Liability.** The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

4. **Definitions:**

   a. State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.

   b. Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.

   c. Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.

   d. Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."

   e. Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.

   f. Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars ($3,000.00), by the authorized representative of the state Attorney General's office.

   g. Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

   h. Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

   i. Confidential Information. shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

   j. Confidential Information Breach. shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

5. **Distribution of Materials.** The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.

6. **Change in Principal Project Staff.** Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.

7. **Further Assurances.** The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

8. **Recording and Documentation of Receipts and Expenditures.** Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

9. **Assignability**. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.

10. **Third Party Participation**. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.

11. **Procurement of Materials and Supplies**. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars ($1,000.00) or more per unit be approved by the Commissioner before acquisition.

12. **State Audit (for grants only)**. The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request

13. **Audit and Inspection of Plants, Places of Business and Records**.
    (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
    (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
    (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
    (d) All audits and inspections shall be at the State's expense.
    (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
    (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
    (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

14. **Americans With Disabilities Act**. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.

15. **Affirmative Action and Sexual Harassment Policy**. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.

16. **Campaign Contributions**. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached *Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations*.

17. **Sovereign Immunity**. The Parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section of this Contract, this section shall govern.

18. **Termination**.
    (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
    (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
    (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
    (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
    (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
    (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

(g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no Party shall have any further rights or obligations to any other Party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
(h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

19. **Breach**. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance Issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.

20. **Severability**. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

21. **Contractor Guarantee**. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.

22. **Forum and Choice of Law**. The Parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

23. **Force Majeure**. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

24. **Confidential Information of the Contractor**. The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

25. **Protection of State Confidential Information**.
   a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
   b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
      1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
      2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
      3) A process for reviewing policies and security measures at least annually;
      4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
      5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
   c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
   d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
   e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

26. **Entirety of Contract**. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

27. **Interpretation**. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

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APPENDIX A

SCOPE OF WORK

Project: The City of Norwalk shall perform, or cause to be performed, the identified improvements at Oak Hills Park.

Purpose: The project referenced above (hereinafter the "Project") shall be undertaken by the City of Norwalk (the "Municipality" or "Contractor") to complete various improvements within Oak Hills Park which is located within the territorial limits of the City of Norwalk.

Description: Following the Execution of this Contract, the Contractor shall complete this Project as outlined in this Scope of Work. The responsibilities of the Municipality shall include:

Oak Hills Golf Course Upgrades and Improvements

- Construct new first hole tee, and new second hole back tee.
- Upgrade the practice area between the restaurant and 7th tee box.
- Develop a continuous cart path system for the entire course. This includes the relocation of existing paths for drainage purposes and play flow; installation of paths around the newly re-developed holes and low-lying wet areas currently without paths, and installation of curbing as needed, to direct storm water and control cart traffic.
- Expand and modify existing tees on holes 4, 5, 7 and 15 where feasible.
- Renovate bunkers/tees and improve drainage throughout the course, to be adderessed on a prioritized and as needed basis.

Oak Hills Park Nature Center

- Create a Nature Learning Center area on wooded park land to the east of the 18th fairway and green, behind the restaurant parking area to the northeast.
- The Nature Learning Center area work is to include: clearing of hazardous and invasive vegetation, development of walking paths, installation of trail and environmental education signage, restoration of the rose garden/fountain area (if feasible) and the purchase and planting of various varieties of native vegetation species.

Oak Hills Park Tennis and Fitness Center

- Develop an open lawn area, in conjunction with the area created for the Nature Learning Center (as identified above) for program events such as Yoga, Pilates, Tai Chi, Badminton, Volley Ball or other activities that can be accommodated on this type of lawn surface and within the given spatial parameters.
- Renovate the existing tennis center to include: ADA compliance, upgraded infrastructure, exterior repairs and building code compliance.
- Develop grass Bocce courts in an open grassy area next to the tennis courts.

Oak Hills Welcome Center

- Construct a new 900 square foot Welcome Center adjacent to the restaurant building. This building is to house the Pro–shop, Administrative Office and Park Welcome Center.
- Demolish and remove the existing Pro-shop and Administration building.
- After demolition remediate the soil of the site (if needed) and restore the affected land area as needed.

Existing Building Improvements

There are several buildings that are located in Oak Hills Park that are in need in repair.

- Renovate the concession building (Halfway House), to include upgrades to the windows, doors, bathroom fixtures, lighting and cooling. All elements are to be of an energy-efficient design/function. Some upgrades will include structural building modifications, such as reframing, roofing, drainage and siding.
- Maintenance Complex improvements will include the development of a wash/mix pad and re-siding the front of the building.

- The contractor chosen by the City of Norwalk or representative thereof to complete the above described project scope must be listed as an approved contractor under the Department of Administrative Services, Contractor Prequalification Program. Program requirements are described at DAS.Prequalification@ct.gov or (860) 713-5280.
- Landscaping of the disturbed area. Funds may **not** be used to purchase any plant/vegetation that is on the State of Connecticut invasive plant list.
- Associated work for this project shall include required surveying, design, bid package development, advertising, engineering, architectural and landscape services.

❖

1. **Design**. The Contractor agrees that the location, design materials and work schedule related to this Project shall be completed with the full knowledge and approval of the local property-managing department and the facility manager, that the design, installation and construction shall comply with all State of Connecticut building codes, the intent of the Americans with Disabilities Act (handicapped accessibility) and be of a nature that will minimize maintenance and ensure public safety.

2. **Permits**. The Contractor is responsible for developing and obtaining all applicable permits prior to construction. Such permits may include but not be limited to Flood Management Certification CGS 25-68(b)-(h), Stream Channel Encroachment, Inland Wetlands & Watercourses CGS 22a-36, Water Diversion, Dam Safety, Stormwater Construction Discharge Permit, Coastal Consistency Certification, Tidal Structure & Dredging, Army Corp of Engineers 401 and 404. The Execution of this Contract in no way constitutes the approval by the Agency or any other State Departments of any permit needed by the Contractor to complete the Project as outlined above. The Execution of this Contract affords the Contractor no preferential treatment when seeking approval of any such permits.

3. **Ownership**. The Contractor represents that said Contractor is or will become the grantee before the expiration of this Contract of land acquired under this agreement in fee simple, permanent easement or right-of-way or be the record owner of the land and building upon which the Project described above is located. Ownership shall be in the form of fee simple, free from any lien or claim that would prevent such land from being retained and utilized for the use or uses outlined above. Being the recorded owner, the Contractor agrees to maintain the Project area after development/improvement properly and efficiently and to provide assurance of such operation and maintenance as may be required by the Commissioner for a period not to exceed the life expectancy, ten years, or till total destruction or degradation by an act of nature whichever comes first.

4. **Acknowledgment**. The Contractor shall provide credit to a grant from the State of Connecticut administered through the Department of Energy and Environmental Protection for its contribution to the Project by erecting a sign stating such fact. The Contractor shall erect a permanent plaque or sign acknowledging that said Project is a public recreational facility and that said Project received a grant from the State of Connecticut administered through the Department of Energy and Environmental Protection.

5. **Accessibility to the Public**. Said Project is a public area and as such, it shall be open to the public. The public, for purposes of this Contract shall be defined as any resident of any municipality, state, country or nation.

6. **Fees**. Should a parking/patron fee be levied on patrons to use this facility, the Contractor agrees not to charge a fee to nonresidents of the Municipality an amount that exceeds twice that charged to residents of the Municipality. Where there is no charge to residents but a fee is charged to nonresidents, nonresident fees cannot exceed those charged at comparable State or local facilities. Reservation, membership or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents.

7. **Submission of Materials**. For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

   Department of Energy and Environmental Protection
   Constituent Affairs/Land Management
   79 Elm Street
   Hartford, CT 06106-5127

8. **Amendments**. Formal written amendment of the Contract is required to revise the terms and conditions of this Contract, including but not limited to:

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

   Any proposed changes to the Contract must be requested in writing by the Contractor to the Commissioner and approved at the Commissioner's sole discretion. If it is anticipated that the Project cannot be completed as scheduled, a no-cost extension must be requested in writing by the Contractor no later than 60 days prior to the expiration date of the Contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and Project completion date.

9. **Final Report**. The Contractor agrees to submit a final report to the Commissioner within 30 days after the expiration date of this Contract. Said report shall include, but not be limited to, photos of the Project area, copies of applicable permits or certificates, certification that all elements of the Project scope as defined have been completed.

10. **Subcontracting Award Procedures**. The Contractor agrees that when awarding service contracts for an amount less than $10,000, it shall follow established municipal contract awarding procedures. The Contractor also agrees that competitive open bidding is required when awarding contracts in excess of $10,000. The award shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the Municipality, price and other relevant factors considered. The Contractor must provide prior written justification to the Commissioner prior to the acceptance of a no-bid contract or the award of a contract to other than the lowest bidder and such contract awards are subject to the approval of the Commissioner.

11. **Safety and Accident Prevention.** Contractor and all Contracting Parties must comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Contractor is responsible for assuring that all safeguards, safety devices, and protective equipment are provided. The Contractor will take all other reasonable actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of work on the Project.

APPENDIX B

SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is One Million Five Hundred Thousand ($1,500,000.00) dollars.

Payments by the Commissioner to the Contractor shall allow for use of grant funds to meet allowable financial obligations incurred in conjunction with this Project. Funds shall be disbursed on a reimbursement basis, contingent upon receipt by DEEP of detailed invoices with any required supportive documentation. All payments to the Contractor are subject to review and approval by the Commissioner, at his sole discretion.

If no reimbursement request is submitted within a six-month period, the Contractor is required to submit a project status report. Said reports shall be required every six months during the time the Contract is in effect. Such status reports shall include a brief description indicating the work completed to date and the anticipated Project completion date if different from the current contractual expiration date.

The total sum of all payments shall not exceed the maximum contract amount noted above. Should the total Project costs be less than the amount of payments made, any remaining funds must be refunded by the Contractor to the Department of Energy and Environmental Protection within 120 days of the Contract expiration date.

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

SECTION C

a. Presentation of the FY 2015-16 Recommended Operating Budget.

b. RESOLUTION, requesting the reduction of the appropriation for the New Fire Headquarters Project from $13,600,000 to $13,030,908. 0912-3110-5777-C0466).

c. RESOLUTION, requesting the closeout of the Westport Avenue Addition/Renovation Project in the amount of $400,000. (Account No. 0914-3110-5777-C0525).

d. RESOLUTION, authorizing a Special Capital Appropriation in the amount of $35,000 to fund a study of fire protection and emergency services in the Westport Avenue/Cranbury neighborhood. (Account No. 0915-3110-5777-C0556).

e. RESOLUTION, authorizing a Special Capital Appropriation in the amount of $934,092 to fund renovations and to upgrade fire facilities at the New Canaan Avenue station, and to upgrade facilities at the remaining stations and at the repair facility at 100 Fairfield Avenue. (Account No. 0915-3110-5777-C0557).

f. RESOLUTION, authorizing the closure of the Buckingham-Lockwood Drainage Project in the amount of $867,156. (Account #0909-4027-5777-C0421).

g. RESOLUTION, authorizing a Special Capital Appropriation in the amount of $867,156 for the Watercourse Maintenance Project. (Account No. 0914-4027-5777-C0440).

h. Review of FY 2013-14 Audited Results of Operations.

NORWALK on the move!

OFFICE OF THE MAYOR HARRY W. RILLING

MEMORANDUM

DATE: February 3, 2015

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

FROM: Harry W. Rilling, Mayor

RE: Fire Dept Capital Project Close Outs and Special Capital Appropriations

Attached is a request from the Fire Chief to reduce the authorized budget for the Norwalk Fire Headquarters (Project #C0466) from $13,600,000 to $13,030,908, since this project is essentially complete, and there remains an available unspent balance. The Fire Chief is also requesting to close out the entire Westport Avenue Addition/Renovation Project (#C0525), which has an available balance of $400,000, none of which has been spent. As explained in the attached back up material, the City is proposing to re-prioritize how the Fire Department's available capital project funds ought to be spent. A total of $969,092 would be returned to capital fund balance under the requested project close outs.

The Fire Chief is requesting two special capital appropriations. The first appropriation in the amount of $35,000 would be used to complete a study of fire protection and emergency services in the Westport Avenue/Cranbury neighborhood. Funding for this project will allow the Department to examine and evaluate service levels in the target areas, staffing, equipment, and station size & location to provide optimal fire and emergency services. All options presented by the consultant will include a detailed cost/benefit analysis. Additional back up documentation from the Fire Chief related to this request is attached.

The second capital appropriation in the amount of $934,092 (the balance of the funds being returned to capital fund balance) will be used to perform renovations and to upgrade facilities at the New Canaan Avenue station, and to upgrade facilities at the remaining stations and at the repair facility at 100 Fairfield Avenue. Additional back up documentation from the Fire Chief, including an itemized list of proposed improvements, is attached.

125 East Avenue • Post Office Box 5125 • Norwalk, CT 06856-5125 • Telephone 203-854-7701 • Fax 203-854-7939 • hrilling@norwalkct.org

ACTION REQUESTED:

1. Reduce the authorized budget of the New Fire Headquarters Project (#C0466) from $13,600,000 to $13,030,908.

2. Close out the Westport Avenue Addition/Renovation Project (#C0525) with an available balance of $400,000.

3. RESOLUTION: Approve a special capital appropriation in the amount of $35,000 to fund a study of fire protection and emergency services in the Westport Avenue/Cranbury neighborhood.

4. RESOLUTION: Approve a special capital appropriation in the amount of $934,092 to perform renovations and to upgrade fire facilities at the New Canaan Avenue station, and to upgrade facilities at the remaining stations and at the repair facility at 100 Fairfield Avenue.

Cc: Denis McCarthy, Fire Chief

NORWALK on the move!

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

MEMORANDUM

DATE: February 3, 2015

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

FROM: Thomas S. Hamilton, Director of Finance

RE: Fire Department Capital Project Close Outs and Special Capital Appropriation

Attached is a request from the Fire Chief to reduce the authorized budget for the Norwalk Fire Headquarters (Project #C0466) from $13,600,000 to $13,030,908. After accounting for all expenses to date, this will leave an available balance of $61,000 to pay the last two outstanding project expenses on the Fire Headquarters project. If approved, this action will return $569,092 in unspent capital funds to the City's capital fund balance.

The Fire Chief is also requesting to close out the entire Westport Avenue Addition/Renovation Project (#C0525), which has an available balance of $400,000, none of which has been spent. As explained in the attached memorandum from the Chief, this project has not advanced as originally intended, because when the project was put out to bid, the costs substantially exceeded the budget, and the Fire Commission has expressed a desire to examine alternative approaches to providing fire service in this area of the City. If approved, this project close out will return $400,000 in unspent capital funds to the City's capital fund balance. When combined with the action described in the first paragraph, a total of $969,092 would be returned to capital fund balance.

Consequently, the Fire Chief is requesting two special capital appropriations. The first appropriation in the amount of $35,000 would be used to complete a study of fire protection and emergency services in the Westport Avenue/Cranbury neighborhood. Funding for this project will allow the Department to examine and evaluate service levels in the target areas, staffing, equipment, and station size & location to provide optimal fire and emergency services. All options presented by the consultant will include a detailed cost/benefit analysis. Additional back up documentation from the Fire Chief related to this request is attached.

The second capital appropriation in the amount of $934,092 (the balance of the funds being returned to capital fund balance) will be used to perform renovations and to upgrade facilities at the New Canaan Avenue station, and to upgrade facilities at the remaining stations and at the repair facility at 100 Fairfield Avenue. Additional back up documentation from the Fire Chief, including an itemized list of proposed improvements, is attached.

POST OFFICE BOX 5125 125 EAST AVENUE NORWALK, CT 06856-5125 TELEPHONE 203-854-7870

I am recommending that these two appropriations be financed from the surplus in the Capital Projects fund, created by the reduction in authorized budget of the completed Fire Headquarters Project and the close out of the Westport Avenue Addition/Renovation project.

ACTION REQUESTED:

1. Reduce the authorized budget of the New Fire Headquarters Project (#C0466) from $13,600,000 to $13,030,908.

2. Close out the Westport Avenue Addition/Renovation Project (#C0525) with an available balance of $400,000.

3. RESOLUTION: Approve a special capital appropriation in the amount of $35,000 to fund a study of fire protection and emergency services in the Westport Avenue/Cranbury neighborhood.

4. RESOLUTION: Approve a special capital appropriation in the amount of $934,092 to perform renovations and to upgrade fire facilities at the New Canaan Avenue station, and to upgrade facilities at the remaining stations and at the repair facility at 100 Fairfield Avenue.

Cc: Denis McCarthy, Fire Chief

CITY OF NORWALK
FIRE DEPARTMENT

121 CONNECTICUT AVENUE
NORWALK, CONNECTICUT 06854

Tel: (203) 854-0200

To: Tom Hamilton Finance Director
From: Denis McCarthy Fire Chief
Re: Fire Headquarters and Westport Av Station Project: Reduction of Approved Budget
Date: Jan 13, 2015

Mr. Hamilton, on behalf of the Norwalk Fire Department I respectfully request that the authorized budgets for the Headquarters and Station 4 Projects be reduced from $969,687.14 to $61, 855. The remaining budget will cover three outstanding expenses that exist for this project. Those expenses are detailed below.

The most significant is an anticipated State DOT charge for design services for the I-95 slope adjacent to a permanent easement which the State offered to the city for our use for the station. This fee is estimated to be $55,000. That amount should be kept in reserve should we be billed for those services. Two other smaller outstanding bills include landscaping and a drain line.

The Department had received funding to renovate and expand the Westport Av Station. We were unable to design a suitable renovation/addition within the budget approved for the project. Additionally, there is significant concern that other alternatives to service improvement in these areas of the city should be examined and may more appropriately serve the residents and businesses in the city.
A study of the alternatives for this project is in the planning stages and is expected to commence in the spring of 2015. A separate special appropriation will be requested to fund the study.

Capital Budget Accounting:

Current Fund Balance 0912 3110 5777 C0466	$ 631,542.14
Westport Ave Addition 0914 3110 5777 C0525	$ 400,000.00
Monet Landscaping	$ (855.00)
Drain Line	$ (6,000.00)
I-95 Slope	$ (55,000.00)
	$ 969,687.14

Two subsequent Special Capital Budget Appropriation requests will be forthcoming: 1) $934,687.14 for “Fire Station Rehabilitation” and 2) $35,000 for a study of “Fire Protection Improvements Westport Av Area and Cranbury neighborhood.

CITY OF NORWALK
FIRE DEPARTMENT

121 CONNECTICUT AVENUE

NORWALK, CONNECTICUT 06854

Tel: (203) 854-0200

To: Mr. Thomas Hamilton, Finance Director
From: Denis McCarthy, Fire Chief
Re: Special Capital Budget Appropriation Request: Westport Av Area and Cranbury Neighborhood Fire Protection Study.
Date: Jan 13, 2014

On behalf of the Norwalk Fire Department I respectfully request a Special Capital Budget Appropriation in the amount of $35,000. The purpose of this request is to complete a study of "Fire Protection and Emergency Services in the Westport Av Area and the Cranbury Neighborhood". Note: this amount represents part of the funds returned to the Capital Surplus Fund from the reduction of the Authorized Budget for the Headquarters and Station 4 projects (Accounts: 0912 3110 5777 C04660 and 914 3110 5777 C0525)

The Department had previously received funding to renovate and expand the Westport Av Station. We were unable to design a suitable renovation/addition within the budget approved for the project. Additionally, there is significant concern that other alternatives to service improvement in these areas of the city should be examined and may more appropriately serve the residents and businesses in the city.

Funding for this project will allow the Department to examine and evaluate service levels in the target areas, staffing, equipment and station (size and location) to provide optimal fire and emergency services. All options presented by the consultant will be accompanied with a detailed cost/benefit analysis.

The project will be advertised for competitive bidding. A draft of the "Request for Qualifications" is attached. It is expected that the study will be completed in 2015.

Thank you for your consideration of this request.

DRAFT

REQUEST FOR QUALIFICATIONS RE: Management and Consulting Services Firm To Perform A Focused Assessment of Specific Aspects of the Norwalk Fire Department.
PROJECT NUMBER
DUE DATE

Dear Sir/Madam:
The City of Norwalk invites statement of qualifications from: Management and Consulting Firms, teams, joint ventures or consortia to perform a focused assessment of specific aspects of the Norwalk Fire Department. The study will provide the City with the tools to make long-term decisions regarding infrastructure improvements for its Fire Department.

SECTION 1 – PROJECT SPECIFICATIONS

The City of Norwalk invites statement of qualifications from Management and Consulting Firms, teams, joint ventures or consortia to perform a focused assessment of specific aspects of the Norwalk Fire Department. The City of Norwalk is seeking to obtain the services of a consulting firm or a team of consulting firms for a focused assessment of specific aspects of the Norwalk Fire Department. The study will provide the City with the tools to make long-term decisions regarding infrastructure improvements for its Fire Department. An outside consultant will provide an independent, objective determination of the issues currently facing the City regarding capital improvements.

As Norwalk grows, the City is faced with growing needs for emergency services within the community while constrained by a limited budget. Maintaining and improving public safety services is a major priority within the city. A major component in the efficient and effective delivery of fire and emergency services is rapid resource deployment from strategically located facilities within the community. Additionally, opportunities exist with our neighboring communities to better share and finance resources when the primary service areas are adjacent or overlapping. The Norwalk Fire Department has five (5) fire stations and a training facility. There are 141 personnel who make up the approved budget strength.

With regard to First Responder duties, the Police Department is currently the First Responder and the Fire Department is a "supplementary responder" that is dispatched to specific types of incidents.

The successful consultant will accomplish the study objectives outlined below.

Study Objective 1. An assessment of current fire protection in the Westport Av and Cranbury neighborhood in the City of Norwalk. The Consultant will provide an optimum station location plan that will maximize response time and insurance ratings to all residents and commercial property owners of the district Where the optimal station(s) location are not fiscally or logistically feasible, a series of practical alternatives will be provided. The plan and each alternative shall be accompanied with an estimate of cost and a description of benefit.

DRAFT

Study Objective 2. If the results of Study Objective 1 reflect that the current fire Department Westport Av station is optimally or near-optimally located, a cost analysis of renovating the facility and staffing recommendations shall be developed so as to provide improved service to the Cranbury neighborhood.

Study Objective 3. If the results of Study Objective 1 reflect a need for a new fire station in the Cranbury area of the City, an assessment of construction options and estimates of cost for the new station shall be developed. The consultant shall make recommendations that shall include location, size and primary service area for the new station and, where appropriate, restructuring the primary service area of adjacent fire station locations. The consultant shall also develop estimates of cost to equip, staff and operate the new facility.

Study Objective 4. If the results of Study Objective 1 reflect a need for a new station to serve both the existing Westport Av District and improved service to Cranbury the recommendation shall include a proposed sites for the new station, staffing recommendations and a detailed cost estimate. The cost benefit analysis for this objective shall include an assessment of the value of the current Westport Av station for sale on the commercial market.

Study Objective 5. The successful consultant, team, joint venture or consortium shall provide the City with a detailed written report outlining its review and recommendations on each of the aforementioned objectives. The report shall include an implementation section containing time lines related to any and all recommendations, responsibilities, fiscal impacts and anticipated benefits to any changes.

Selection Criteria:

1) Qualifications of the firm. Previous experience in conducting similar Fire Department management studies.
2) Qualifications of the Assigned Consultants and sub-consultants. Past experience in conducting similar types of studies and past experience addressing similar study objects.
3) Technical Approach and Methodology.
4) Project Management and Coordination. Previous work as a team, if relevant, management plan and management experience.

From the pool of responses received as a result of the RFQ, The City of Norwalk will invite a short list of the most qualified teams or firms to submit priced proposals to the review committee.

CITY OF NORWALK
FIRE DEPARTMENT

121 CONNECTICUT AVENUE
NORWALK, CONNECTICUT 06854

Tel: (203) 854-0200

To: Mr. Thomas Hamilton, Finance Director
From: Denis McCarthy, Fire Chief
Re: Special Capital Budget Appropriation Request: Fire Station Renovations Project – Amount $934,687.14
Date: Jan 13, 2014

On behalf of the Norwalk Fire Department I respectfully request a Special Capital Budget Appropriation in the amount of $934,687.14 Note: this amount represents part of the funds returned to the Capital Surplus Fund from the reduction of the Authorized Budget for the Headquarters and Station 4 projects (Accounts: 0912 3110 5777 C04660 and 914 3110 5777 C0525)

The purpose of this request is to complete renovations at the New Canaan Av Station and to upgrade facilities at the remaining stations and at our repair facility at 100 Fairfield Av.

The New Canaan Av Firehouse was built in 1964 and has neither been renovated nor received comprehensive upgrades since it was built. The station remains ideally located for service delivery in that part of the city. The building is appropriately sized for the personnel and equipment housed there and is structurally sound and well laid out for efficient use and response.
Due to the age and use of the facility, every major system and space is in need of significant repair or replacement for a safe and healthy environment for our firefighters.

The Meadow Street Firehouse suffers from various systems failure or inefficiency. The rooftop air conditioning unit is not working and the oil fired heat/hot water system are original to the building. Replacement and conversion to gas for these systems will address the immediate need and improve long term energy efficiency. The overhead doors and entry door systems require updating for improved public access, safety and energy efficiency.

The maintenance facility at 100 Fairfield Av is in need of a new roof, exterior siding repair and painting. This project is currently in the department's fy16/17 capital budget request/forecast. It is our plan to include the exterior siding repairs as part of this project provided the budget allows. The remainder of the 100 Fairfield Av capital budget will depend on funding in the regular capital budget approval process.

The Westport Av station will not receive any funding until the study of all options for fire and emergency service in that area of the city is completed. Funding for that study will be included in a separate capital funding request.

The Van Zant Street Station upgrades are being funded primarily through the Third Taxing District. This year second floor living space improvements has been funded by the city.

In conjunction with Building Management we have obtained estimates for a majority of the work outlined above. Currently estimates exceed the budget requested for the work describe above and included in the attached list of estimates. If we are successful in obtaining bids for less than the estimates for the work we will reduce or eliminate funding requests scheduled for the repair facility in fy 16/17.

Your consideration of this request is greatly appreciated.

City of Norwalk, Connecticut

STATION REHABILITATION PROJECT

Fire Department

STATION	REQUIREMENTS	COSTS
New Canaan Avenue		
Engineering	Engage Engineering/ Architectural Firms	$ 30,000
Environmental Testing	Hygenix	$ 10,000
Weight Room	Air Conditioning and Humidity control	$ 15,000
	Ceiling Replacement and painting	$ 11,000
	Lighting Upgrade	$ 2,500
Boiler Room	Replace and upgrade all HVAC controls and create HVAC zones	$ 10,000
TV Room*	Remove and replace asbestos floor tiles and/or polished concrete floor	$ 20,000
	Ceiling Replacement and painting	$ 12,000
	Lighting Upgrade	$ 3,500
Officers Quarters	Air Conditioning	$ 5,000
	Renovate bathroom	$ 8,000
LT. Office	Renovate bathroom	$ 3,000
	Ceiling Replacement and painting	$ 5,500
Kitchen	Lighting Upgrade	$ 1,500
	Ceiling Replacement and painting	$ 12,000
Kitchen *	Remove & replace asbestos floor tiles	$ 20,000
Engine Room	Refinish floor	$ 50,000
	Ceiling Replacement	$ 17,000
	Removal of all dead/ defunct legacy systems/ wiring/ plumbing	$ 10,000
	Replace Neiderman system with air vac similar to Central HQ system	$ 25,000
	Repair undermined footing on NW corner	$ 5,000
	Renovate bathroom	$ 4,000
	Replace Overhead Doors (6)	$ 60,000
	Lighting Upgrade	$ 8,000
	Turnout Gear locker replacement	$ 16,000
2nd Floor Bunk Room	Ceiling Replacement and painting	$ 20,000
	Install Air Conditioning	$ 40,000
	Renovate Bathroom(s) & Showers	$ 35,000
	Locker Room Ceiling Replacement	$ 12,000
General	Window Replacement	$ 225,000
	Replace office and stairwell doors throughout the building	$ 7,500
	Replace ceilings in all offices	$ 16,500
	Replace existing roof	$ 75,000
	Façade repairs (wood replacement)	$ 8,000
	Exterior shade wall demolish and remove	$ 10,000
	Replace and upgrade all HVAC controls and create HVAC zones	$ 10,000
	Consider redesign of office suite/ main entrance	$ 15,000
	Entrance Ceiling and VCT Tile Replacement	$ 5,500
	Relocation of truck to Westport Ave w/ trailer for bunk space and additional bathroom	$ 5,000
	Trailer on apparatus floor at Broad River with living quarters and kitchen for Engine Company (apparatus floor work to be scheduled in fair weather months).	$ 9,200
Total New Canaan		**$ 857,700**
Other		
Meadow Street	Rooftop HVAC	$ 10,000
	Boiler Conversion and Replacement	$ 10,000
100 Fairfield Av	Exterior Siding Repair and Painting	$ 40,000
All Stations	Vehicle Exhaust Sytem Overhaul	$ 17,000
Total Other		**$ 77,000**
Total Project Estimate		**$ 934,700**

NORWALK on the move!

OFFICE OF THE MAYOR HARRY W. RILLING

MEMORANDUM

DATE: February 3, 2015

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

FROM: Harry W. Rilling, Mayor HW Rilling

RE: DPW Capital Project Close Out and Special Capital Appropriation – Watercourse Maintenance

Attached is a request from the Director of Public Works to close out the completed Buckingham Lockwood Drainage Improvement Project, with an available balance of $867,155.71, and to approve a special capital appropriation request in the amount of $867,000 for Watercourse Maintenance.

The Department of Public Works requested a $1.5 million capital appropriation in the FY 2015-16 capital budget for Watercourse Maintenance (project #C0440). The funds appropriated for this project are used to address storm drainage problems at various locations which are subject to frequent flooding. The work includes the removal of sediment, trees, and other materials from City watercourses, as well as the installation or upgrading of storm drainage structures. No appropriation was recommended by the Finance Director for this project in the FY 2015-16 capital budget, but I am recommending that we utilize the resources that are already available from the close out of the Buckingham Lockwood project to fund Watercourse Maintenance.

Flooding remains a concern in a number of areas of the City, and this appropriation will allow us to continue to make progress on alleviating flooding issues throughout the City. The Finance Director's recommendation on how this appropriation should be financed is attached.

Cc: Hal Alvord, Director of Public Works

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NORWALK on the move!

DEPARTMENT OF FINANCE

OFFICE OF THE DIRECTOR

MEMORANDUM

DATE: February 2, 2015

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

FROM: Thomas S. Hamilton, Director of Finance

RE: DPW Capital Project Close Out and Special Capital Appropriation – Watercourse Maintenance

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Attached is a request from the Director of Public Works to close out the completed Buckingham Lockwood Drainage Improvement Project, with an available balance of $867,155.71, and to approve a special capital appropriation request in the amount of $867,000 for Watercourse Maintenance.

The Buckingham Lockwood Drainage Improvement Project (C0421) was originally funded in FY 2009 in the amount of $3.4 million. The project has been completed and the retainage has been released. The project has a free balance of $867,155.71 which has already been bonded by the City.

The Department of Public Works requested a $1.5 million capital appropriation in the FY 2015-16 capital budget for Watercourse Maintenance (project #C0440). The funds appropriated for this project are used to address storm drainage problems at various locations which are subject to frequent flooding. The work includes the removal of sediment, trees, and other materials from City watercourses, as well as the installation or upgrading of storm drainage structures. No appropriation was recommended for this project in the FY 2015-16 capital budget, but I am recommending that we utilize the resources that are already available from the close out of the Buckingham Lockwood project to fund Watercourse Maintenance.

I am recommending that this appropriation be financed from the surplus in the capital projects fund, created by the close out of the Buckingham Lockwood Drainage Improvement Project. Additional back up documentation concerning this request is attached.

ACTION REQUESTED: (1) Close out the completed Buckingham Lockwood Drainage Improvement Project (#C0421); (2) Approve a special capital appropriation for Watercourse Maintenance (project #C044) in the amount of $867,000.

Cc: Hal Alvord, Director of Public Works

NORWALK on the move!

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Robert Barron, Director of Management and Budgets

FROM: Harold F. Alvord, P.E., Director of Public Works

cc: Tom Hamilton, Finance Director

DATE: January 6, 2015

SUBJECT: **Special Appropriation Requests**

Per discussion at yesterday's review of FY 2015 – 2016 capital budget submissions, I request the following:

1. Closure of the Buckingham-Lockwood Drainage Improvement project, account 0909 4027 5777 C0421, with an available balance of $867,155.71. This project has been successfully completed, the contractor has been paid final retainage and the project file closed.

2. Presentation to the Board of Estimate and Taxation (BET) of a special appropriation request for $867,155.71 to the Watercourse Maintenance account 0914 4027 5777 C0440. A review of Watercourse Maintenance will reflect the following:

   - 0912 4027 5777 C0440 with an encumbered amount of $18,561.80 and available balance of $0. The encumbered amount will be used shortly for work recently completed or in progress.

   - 0913 4027 5777 C0440 with an encumbered amount of $216,821.24 and available balance of $0. The encumbered amount will be used shortly for work recently completed or in progress.

   - 0914 4027 5777 C0440 with an encumbered amount of $311,498.64 and available balance of $87,001.36. The encumbered amount will be used shortly for work recently completed or in progress. The special appropriation, combined with available balance, will provide $954,157.07 to be used for additional drainage improvement/flooding mitigation projects that will be finalized and ready to construct prior to the next budget cycle.

125 East Avenue • P.O. Box 5125, NORWALK, CT 06856-5125 • TELEPHONE 203-854-7791 • FAX 203-857-0143

Watercourse Maintenance

Description:

Removal of sediment, trees and other materials from City watercourses, as well as the installation of various storm drainage best management practices. Potential locations include Metro North Culverts, Oak Street at Soundview Avenue and Cliff Street, Friendly Pond Wetland Restoration, Oak Hills area Storm Drainage Improvements including North Taylor Avenue and Oak Hills to Gillies Lane, Lloyd Road – New Canaan Avenue Storm Drainage Improvements, the Lawrence Street Storm Drainage Improvements including the Pump Station, Fodor Farm Area Storm Drainage Improvements, locations along Betts Pond Brook, Grumman Avenue at Newtown Avenue, Stony Brook along with other point discharge locations as recommended in the 2013 Norwalk Drainage Study.

Justification:

Most City watercourses that are integral parts of the City storm drainage systems are severely blocked with debris and sediment that must be removed to help alleviate flooding potential. Much of the sediment is the result of years of road sanding operations that have been replaced with alternate methods.

The Department has prepared an updated storm drainage system evaluation of problem areas identified throughout the City (2013 Norwalk Drainage Study). This study has developed storm drainage improvement recommendations to alleviate flooding in the Betts Brook area, Friendly Pond area, Oak Hills area, Lloyd Road – New Canaan Avenue area, the Lawrence Street Pump Station area watershed and the Fodor Farm area.

January 28, 2015

Prospective Projects to be completed under Watercourse Maintenance

Oak Street, Soundview Avenue and Cliff Street Storm Drainage Improvements

Description:

Oak Street is currently being flooded by storm water runoff coming from the portion of Soundview Avenue and Cliff Street where there is currently no storm drainage infrastructure to collect the storm water.

This project would consist of the implementation of storm water improvements and various best management practices to alleviate frequent flooding that occurs on Oak Street. To achieve this, the recommended solution to the flooding issues consists of installing new catch basins and pipe on Soundview Avenue and Oak Street and connecting the new system into the existing storm drainage system on Glasser Street.

Justification:

Significant flooding has been experienced in this area on Oak Street on a frequent recurring basis. This recommended solution will result in reduced flood frequency and flood levels in this area of the City.

Friendly Pond Wetland Restoration and Storm Drainage Improvements

Description:

This project would consist of the implementation of storm water improvements and various best management practices to alleviate frequent flooding that occurs in the Friendly Pond area and upstream in this storm drainage system, especially the Saddle Road area.

The recommended solutions to the flooding issues consists of a combination of the recreation of an unobstructed watercourse through Friendly Pond and maintenance of the wetland to remove any deadfall such as trees that would block the watercourse and prevent the flow of storm water through the Pond and ultimately downstream.

In addition, the installation of a trash rack at the headwall at the end of the open channel that runs parallel to Carlin Street (7 Carlin Street) is recommended to keep large debris from entering and clogging the downstream pipe network.

Over a period of many decades, the Department of Public Works followed industry standards and used road sand as a key component of the snow and ice control operation for the City of Norwalk. Unfortunately, one of the side effects of using road sand is that it eventually ends up washing into and clogging the storm drainage system components (the catch basins, manholes, pipes, culverts, as well as the retention and/or detention basins). In many locations around the City, the wetland areas serve as the retention and/or detention basins.

In an effort to prevent this problem from happening in the future to the degree that it has in the past, the Department stopped using road sand as part of the snow and ice control operation in the winter of 2006 – 2007.

Through both enhanced maintenance work and Capital improvement projects, the Department of Public Works has been working diligently over the past several years to remove the sediment that has accumulated from the use of the road sand from the catch basins, manholes, pipes and culverts around the City.

The next step in the process for the Friendly Pond area is to restore the wetland/pond area by removing the sand and sediment that has washed into the wetland area from the storm drainage system at several key locations, the pipe outfalls and the pipe inlet that carries the high-overflow water away from the wetland/pond area and downstream. This excess sand and sediment, never intended by nature to be there to begin with, has greatly impacted and reduced the functionality and quality of the wetland. The excess sand and sediment that has filled the wetland/pond has also caused a reduction in the storage capacity of the wetland/pond and negatively impacted its natural functions. This reduced storage capacity has contributed to flooding both downstream and upstream in recent years.

Once the removal work is completed, the Department will enhance the wetland habitat by planting native wetland grasses and species along the edges of the disturbed areas.

In addition to restoring the wetland and enhancing the wetland habitat, this project will also reduce the potential for increased flooding both downstream and upstream in future years, leading to increased public safety and welfare on both public and private property.

Justification:

Significant flooding has been experienced in the Friendly Pond area and upstream in this storm drainage system (especially Saddle Road) on a frequent recurring basis as a result of reduced storage capacity in Friendly Pond. This is the recommended solution in the 2013 Norwalk Drainage Study that will result in reduced flood frequency and flood levels in this area of the City.

Oak Hills Area Storm Drainage Improvements

Description:

Implementation of storm water improvements and various best management practices to relieve flooding on Nash Place, Ivy Place, Cedar Crest Place, Marlin Drive, Southwind Drive, Dixie Lane, Cutrone Road, North Taylor Avenue, Gillies Lane, Shirley Street and Byrd Road. The recommended solutions to the flooding issues consists of a combination of maintenance on the existing drainage infrastructure in these areas, maintenance to remove sediment from the open channels and the reestablishment of the proper channel cross sections at Oak Hills Park (near Oak Hills Pond #2 and 135 North Taylor Avenue) and along Gillies Lane, the replacement of some of the existing pipes with new larger capacity pipes as well as the installation of new storm drainage infrastructure where none existed before.

Justification:

Significant flooding has been experienced in the locations within this Project area of the City on a frequent recurring basis. This is the recommended solution in the 2013 Norwalk Drainage Study that will result in reduced flood frequency and flood levels in this area of the City.

Lloyd Road – New Canaan Avenue Storm Drainage Improvements

Description:

The existing storm drainage system in this area consists of a combination of closed pipes and open channels on Mystic Lane, Lloyd Road, New Canaan Court and New Canaan Avenue. This project would consist of the implementation of storm water improvements and various best management practices to alleviate frequent flooding that occurs along the drainage channels and on Lloyd Road. The recommended solutions to the flooding issues consists of a combination of maintenance to remove sediment from the open channels and the reestablishment of the proper channel cross sections and the installation of a trash rack at the upstream end of the property located at 130 New Canaan Avenue to keep large debris from entering and clogging the downstream pipe network.

Justification:

Significant flooding has been experienced in this area on Lloyd Road on a frequent recurring basis. This is the recommended solution in the 2013 Norwalk Drainage Study that will result in reduced flood frequency and flood levels in this area of the City.

Lawrence Street Storm Drainage Improvements

Description:

The existing storm drainage system in this area is comprised of the Lawrence Street Storm Drainage Pump Station and gravity pipes on Lawrence Street, Woodward Avenue, Baxter Drive, Naromake Avenue, Burwell Street, Sable Street and Yost Street all on the west side of Norwalk Harbor. The Lawrence Street Pump Station lifts stormwater into a gravity line that runs south on Woodward Avenue and ultimately discharges to Norwalk Harbor via an outfall at the east end of Sable Street. Frequent flooding occurs along Lawrence Street during smaller storms, while the entire Project area is subject to coastal flooding during larger storm events.

This project would consist of the implementation of storm water improvements and various best management practices to alleviate frequent flooding that occurs along Lawrence Street. To achieve this, the recommended solutions to the flooding issues consist of a combination of the installation of a new larger capacity Pump Station on Lawrence Street, the installation of a new force main and gravity pipe in Lowndes Avenue to redirect the flows away from the existing Woodward Avenue drainage system. Although it does not address the flooding on

Woodward Avenue south of Lowndes Avenue since the required increase in the pipe sizes to achieve this would be cost prohibitive. The resulting Project would leave the existing pipes in this area on Woodward Avenue that would still technically be under capacity as they exist today, but the elimination of the flows that will be redirected down Lowndes Avenue should substantially mitigate flooding in this area.

Justification:

Significant flooding has been experienced in this area on Lawrence Street on a frequent recurring basis. This is the recommended solution in the 2013 Norwalk Drainage Study that will result in reduced flood frequency and flood levels in this area of the City.

Fodor Farm Area Storm Drainage Improvements

Description:

Implementation of storm water improvements and various best management practices to redirect storm drainage runoff from Fodor Farm property located at 328 Flax Hill Road (City property) that gathers in a depression on the southeast corner of the property, overtops a wall or berm on the eastern side of the depression and is currently causing flooding on the property located at 7 Pogany Street and across Pogany Street. This can be achieved by collecting the storm drainage flow from the Fodor Farm property in a Stormwater Management Basin on the Fodor Farm Property and directing it into a new piped drainage system to be installed on Aviation Court that will be discharged into the storm drainage system that currently exists on Soundview Avenue. A new storm drainage system will also have to be installed on Pogany Street that will discharge the additional runoff into the existing storm drainage system at the intersection of Pogany Street and Soundview Avenue. This will allow the flows that enter the existing storm drainage pipe that crosses Pogany Street between 7 and 43 Soundview Avenue and discharges (as well as provides the flow) to the stream in the rear of the property located at 43 Soundview Avenue to remain unchanged. This flow has to be maintained so that the existing stream and wetland is not flooded, nor dried out.

Justification:

Significant flooding has been experienced in this area on Pogany Street on a frequent recurring basis. This is the recommended solution in the 2013 Norwalk Drainage Study that will result in reduced flood frequency and flood levels in this area of the City.