

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

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: January 24, 2017

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

Johnnie Mae Weldon, Fair Rent Commission, Alternate
Julius Hayward, Parking Authority, Regular
Jeannette Jean-Pierre, Fair Rent Commission, Regular

APPOINTMENTS:

Mary Ellen Barrelle, Assessment Appeals Board, Alternate
Donald D. Overton, Assessment Appeals Board, Alternate
John J. Moeling, Jr., Conservation Commission, Regular
Nabil E. Valencia, Fair Rent Commission, Alternate
Johnnie Mae Weldon, Fair Rent Commission, Regular
Dora Witherspoon, Fair Rent Commission, Alternate
Conor John Pfeifer, Human Relations
C. Eric Rains, Parking Authority, Regular

REAPPOINTMENTS:

Jeremiah F. Crowley, Oak Hills Park Authority

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. HEALTH, WELFARE, PUBLIC SAFETY COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter the Equipment Sharing Agreement for the Multi-Town/Agency Equipment Cooperative through the Intertown Capital Equipment Purchase Incentive (ICE) Program, as finalized by the Law Department.
2. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to accept funds related to the ICE Grant Program, which will be the City of Norwalk's share of the \$160,037.00 grant.
- 3a. Authorize Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the March of Dimes for the Comenzando Bien program for the period February 1, 2017 to December 31, 2017.
- 3b. Authorize Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Comenzando Bien Program for the period February 1, 2017 to December 31, 2017.
- 4a. Authorize Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the Town of Stratford Connecticut for the Putting on Airs Program for the period February 1, 2017 to August 31, 2017.
- 4b. Authorize Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Putting on Airs Program for the period February 1, 2017 to August 31, 2017.

B. PLANNING COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute all documents as required to execute and implement the DOH-CDBG-DR \$4M Washington Village public infrastructure improvements grant.

C. FINANCE COMMITTEE

1. Receive and Discuss the Finance Director's 2017-18 Operating Budget Recommendation.

D. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments to the same as may be necessary to accept and implement the Connecticut Department of Energy and Environmental Protection grant for "2016 Municipal Recycling Rewards Program".

2. Authorize the Mayor, Harry W. Rilling, to execute a Second Amendment to the September 18, 2015 Agreement with Safety Marking, Inc. for Project TRF2015-1 Proposed Pavement Markings, Symbols & Legend at Various Locations for a sum not to exceed \$300,000.00

Account No: 09 17 4021 5777 C0562

3. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with CDM Smith Inc. for Construction Management and Construction Engineering & Inspection Services pertaining to the Raymond & Day Streets Project for a sum not to exceed \$744,320.00.

Account No: 09 16 0910 5777 C0560

4. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with CDM Smith Inc. for Construction Management and Construction Engineering & Inspection Services pertaining to the SoNo Collection Project for a sum not to exceed \$299,730.00.

Account No: Escrow Account To Be Determined (See Item #5)

5. Authorize the Mayor, Harry W. Rilling, to execute an Escrow Agreement with Norwalk Land Development, LLC for SoNo Collection inspection services for a sum not to exceed \$299,730.00.

6. Authorize the Mayor, Harry W. Rilling, to execute an Escrow Agreement with Trinity Washington Village Phase One Limited Partnership for lighting, sidewalk and other incidentals associated with coordinating construction between the Raymond & Day Streets Project and proposed developments at #'s 13 (Building A) and 20 (Building B) Day St. for a sum not to exceed \$484,000.00.

7. Authorize the Mayor, Harry W. Rilling, to execute an Escrow Agreement with Maritime Village I LLC for sidewalk and other incidentals associated with coordinating construction between the Raymond & Day Streets Project and the proposed development at #19 Day St. for a sum not to exceed \$71,500.00.

E. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Agreement with Norwalk Historical Society for the use of Mill Hill Complex for an additional 5 year option term. Remaining agreement terms to remain unchanged.
2. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Fairfield County Cultural Alliance (FCCA) for the use of Mathews Park Gate House for a period of 5 years. FCCA will be responsible for all utility payments.
3. Authorize the Purchasing Agent to issue a Purchase Order to The Walker Group to consolidate IT data and storage units and virtual server for the Norwalk Public Schools for a total not to exceed \$69,439.34.
Account No: 09175010-5777-C0112

F. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Approve the use of Veterans Park for assemblage for the Annual St. Patrick's Day Parade sponsored by the Norwalk Police Emerald Society to be held Saturday, March 11, 2017 with a Rain date of Friday, March 17, 2017 from 9:00 AM – 12:00 Noon.
2. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with the Norwalk YMCA Camp Sunrise for the use of Silvermine Elementary School grounds for their Summer Camp to take place Monday – Friday, June 19, 2017 – August 25, 2017 from 7:30 AM – 6:00 PM. Estimated attendance 150.
3. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with the Alzheimer's Association CT Chapter for the use of Calf Pasture Beach to host their "Walk to End Alzheimer's" to be held Sunday, October 8, 2017 from 6:00 AM – 2:00 PM. Estimated attendance 1,500.
4. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with the Triangle Community Center to use Mathews Park for "Pride in the Park" to be held Saturday, June 10, 2017 from 12:00 Noon – 8:00 PM. Set up to take place Saturday, June 10, 2017 at 7:00 AM with tear down no later than 12:00 Noon on Sunday, June 11, 2017. Estimated attendance 1,500.
5. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with the JDRF (Juvenile Diabetes Research Foundation) to be held at Brien McMahon High School Jack Casagrande Field Sunday, October 29, 2017 from 8:30 AM – 12:30 PM. Set up to take place on Sunday, October 29, 2017 at 6:00 AM with tear down no later than 2:00 PM. Estimated attendance 1,000.
6. Approval of the assignment of the License Agreement by and between the City of Norwalk and the Rink at Harbor Point LLC dated May 16, 2017 to the Rinks at Veterans Park LLC and authorize the Mayor, Harry W. Rilling, to execute a Consent to Assignment Documenting evidencing the City's Consent to Assignment and Assumption of the written License.
7. **RESCIND** Item no. VII.A.4 on the Common Council agenda of January 10, 2017 which read as follows:

Authorize the Mayor, Harry W. Rilling, to enter into an agreement with the Maritime Rowing Club to use a portion of the parking area adjacent to the South Marina Docks as well as a portion of the lot for boat storage (temporary fence) and to use the existing dock area for launching. This will be temporary from March 31 – July 31, 2107 due to displacement by the Walk Bridge. The Maritime Rowing Club will move up the Norwalk River upon completion of their permits and docks August 1, 2017.

NEW ACTION AUTHORIZATION REQUEST:

Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Water Sports Center, Inc. d/b/a Maritime Rowing Club to use a portion of the parking area adjacent to the South Marina Docks as well as a portion of the lot for boat storage (temporary fence) and to use the existing dock area for launching. This will be temporary from

March 31 – July 31, 2107 due to displacement by the Walk Bridge. The Maritime Rowing Club will move up the Norwalk River upon completion of their permits and docks August 1, 2017.

- VIII. RESOLUTIONS FROM COMMON COUNCIL
- IX. MOTIONS POSTPONED TO A SPECIFIC DATE
- X. SUSPENSION OF RULES
- XI. ADJOURNMENT

APPOINTMENTS

ASSESSMENT APPEALS BOARD	M/C	CGS/Nwk Cht 1-271/NCC 103
MARY ELLEN BARRELLE (D) 164 Rowayton Avenue Norwalk, CT 06853		Term Expires – 11/01/2017 Alternate
DONALD OVERTON (R) 309 Foxboro Drive Norwalk, CT 06851		Term Expires – 11/01/2017 Alternate
CONSERVATION COMMISSION	M/C	Nwlk. Code 35-2
JOHN J. MOELING (D) 1 Seabreeze Place Norwalk, CT 06854		Term Expires – 11/01/2020 Regular
FAIR RENT COMMISSION	M/C	Nwlk. Code 39
NABIL VALENCIA (D) 208 Flax Hill Road Norwalk, CT 06854		Term Expires – 07/01/2018 Alternate
DORA WITHERSPOON (D) 5 Observatory Place Norwalk, CT 06854		Term Expires – 07/01/2018 Alternate
JOHNNIE MAE WELDON (D) 213 Liberty Square Norwalk, CT 06855		Term Expires – 07/01/2018 Alternate to Regular
HUMAN RELATIONS	M/C	Nwlk. Code 60-3
CONOR JOHN PFEIFER (D) 23 East Avenue Norwalk, CT 06851		Term Expires – 09/01/2019
PARKING AUTHORITY	M/C	Nwlk. Code 73A
C. ERIC RAINS (R) 33 North Water Street Norwalk, CT 06854		Term Expires – 03/31/2018 Regular

REAPPOINTMENTS

OAK HILLS PARK AUTHORITY

M/C

Nwlc. Code 73-2

JEREMIAH F. CROWLEY (D)

Term Expires - 06/24/2019

1 Orlando Place
Norwalk, CT 06854

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

Mayor Rilling called the meeting to order at 7:33 p. m. and led the Assembly in reciting the Pledge of Allegiance.

Ms. King, City Clerk read the notice stating that the meeting was being videotaped and audio recorded for the public broadcast and that assisted listening devices were available.

I. ROLL CALL

Ms. King called the Roll. The following Common Council members were present:

Council at Large:	Mr. Richard Bonenfant Mr. Bruce Kimmel	Mr. Michael Corsello Mr. Nicholas Sacchinelli
District A:	Ms. Eloisa Melendez	Mr. Steven Scrasis
District B:	Mr. Travis Simms	Ms. Phaedrel Bowman
District C:	Mr. John Kydes	Ms. Michelle Maggio
District D:	Ms. Shannon O'Toole Giandurco	Mr. Michael DePalma
District E:	Mr. Thomas Livingston	

I. ROLL CALL

At Roll Call there were thirteen (13) Common Council members present and two (2) absent (Mr. Hempstead and Mr. Igneri).

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

II. ACCEPTANCE OF MINUTES

Regular Meeting

January 10, 2017

- ** MS. MELENDEZ MOVED TO ACCEPT THE MINUTES AS PRESENTED
** MOTION PASSED WITH TWO (2) ABSTENTIONS (MS. BOWMAN AND
MR. SACCHINELLI)

III. PUBLIC PARTICIPATION

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

Ms. Pauline Schlegel provided an overview of item 7A2. She said that Dr. Frank at Norwalk Hospital is doing a study for early detection of pancreatic cancer by a blood test. Ms. Schlegel said that Connecticut has the highest rate of sporadic pancreatic cancer. They are trying to get the community involved in this event and hope to make it a full community event.

Sgt. David Orr, Norwalk Police Department, spoke about item 7C1 and said that the Ordinance covered every angle. He said that when he was hired, he saw a lot of problems caused by improper traffic control. the Ordinance being proposed is at no cost to the taxpayer and is great for public safety.

Mr. John Bysiewicz spoke about item 7A3 and said that they had 250 participants at their event last year. They hope to do better this year. He described the race route and said that either volunteers or Police Officers will be posted at every corner. The event benefits the Connecticut Food Bank.

Mr. Drew Berndmaier, DPW, Senior Civil Engineer expressed concern about item 7C1 and that the amended changes would cause people going in for a permit to get a run-around. He said that he would rather use the term "traffic control personnel". He said that they do not want to get into a convoluted situation and delay the process. Mr. Berndmaier said that he is on board with the rest of the language.

Deputy Chief Susan Zecca, Norwalk Police Department addressed the concerns of Public Works and said that in any situation where they do not require an Officer can be handled by sending an e-mail to the Police chief.

There were no other members of the public who wished to speak.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

There were no resignations or appointments announced this evening.

MAYOR'S REMARKS

Mayor Rilling said that this Thursday is Small Business Day. He asked everyone to join him at City Hall for Coffee and Conversation from 8:30 a.m. to 11:30 a.m.

This Friday is the Mayor's Community Ball. The proceeds will benefit the Malta house and the Family and Children's Agency.

Mayor Rilling said that he attended the U. S. Conference of Mayors in Washington, DC. It was very informative and a lot of information was shared.

Everyone is invited to an evening of dinner and dancing on Sunday, January 29th at the American Legion.

Training will be held this Thursday for students at Norwalk High School and Brien McMahon High School to teach them how to work and interact with Police officers. It is an opportunity to building community relationships.

V. COUNCIL PRESIDENT

A. COUNCIL PRESIDENT

Mr. Kydes was acting Council President in Mr. Igneri's absence.

B. CONSENT CALENDAR

** MS. MAGGIO MOVED THE FOLLOWING CONSENT CALENDAR:

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

7A1A; 7A1B; 7A2; 7A3;

B. FINANCE COMMITTEE

7B1; 7B2; 7B3

VI. REPORTS: DEPARTMENT, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

C. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. A) **AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH THE WILLIAM RAVEIS CHARITABLE FUND TO USE CALF PASTURE BEACH FOR THE WILLIAM RAVEIS RIDE & WALK TO BE HELD SUNDAY, OCTOBER 1, 2017 FROM 7:00 AM – 2:00 PM. SET UP TO TAKE PLACE SATURDAY, SEPTEMBER 30, 2017 AT 8:00 AM WITH TEAR DOWN NO LATER THAN NOON ON MONDAY, OCTOBER 2, 2017. ESTIMATED ATTENDANCE 500.**
- B) **APPROVE THE USE OF THE SHOW MOBILE BY THE WILLIAM RAVEIS CHARITABLE FUND FOR USE SUNDAY, OCTOBER 1, 2017 FOR THE WILLIAM RAVEIS RIDE & WALK.**
2. **AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH MARK SCHLEGEL TO HOST A RALLAYE FOR PANCREATIC CANCER AUTO, MOTORCYCLE SHOW TO BE HELD AT CALF PASTURE BEACH ON SUNDAY, APRIL 23, 2017 FROM 7:00 AM – 3:00 PM. SET UP TO TAKE PLACE AT 6:00 AM ON SUNDAY, APRIL 23, 2017 WITH TEAR DOWN NO LATER THAN 5:00 PM ON SUNDAY, APRIL 23, 2107. ESTIMATED ATTENDANCE 450.**
3. **AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH JB SPORTS FOR THE USE OF VETERANS PARK FOR THE CT FOOD BANK MILES FOR MEALS 5K TO BE HELD SUNDAY, JUNE 4, 2017 FROM 6:30 AM – 11:30 AM. ESTIMATED ATTENDANCE 400.**

D. FINANCE COMMITTEE

1. **ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED:**

DECEMBER 8, 2016

JANUARY 12, 20147

2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED JANUARY 12, 2017

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

NOVEMBER 30, 2016

DECEMBER 31, 2016

**** MOTION PASSED UNANIMOUSLY**

I. REPORTS: DEPARTMENT, BOARDS AND COMMISSIONS

II. COMMON COUNCIL COMMITTEES

E. ORDINANCE COMMITTEE

**** MS. MELENDEZ MOVED TO APPROVE PROPOSED REVISIONS TO CITY CODE CHAPTER 96-EXCAVATIONS AND ENCROACHMENTS IN PUBLIC STREETS AND GROUNDS**

Ms. Melendez explained that this Ordinance has been discussed for a year. She thanked all those involved for their input.

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

LINE NINE SHOULD READ AS FOLLOWS:

IF IT IS DETERMINED THAT NO POLICE OFFICERS ARE NECESSARY OR IS UNABLE TO PROVIDE SUFFICIENT POLICE OFFICERS, THE DIRECTOR SHALL, IN THE ALTERNATIVE, DETERMINE THE APPROPRIATE NUMBER OF TRAFFIC CONTROL PERSONS NECESSARY TO ENSURE THE PUBLIC'S SAFETY.

Mr. Livingston said that he felt Public Works and the Police chief could work together. He added that he hoped it would not be the case that people would get the run around.

Ms. Bowman said someone has to be the lead person to make the decision; this should be flushed out even more. She said that she was concerned about conflicts if the Police Chief directs which jobs go to the Police. Ms. Bowman said that she would be interested in seeing the results. She said that she does not want one party to have the upper hand.

Mr. Kimmel said that when the discussion began 11 months ago, it was clear to him that no consistent policy was in place related to safety. Right now, nothing is in place to

cover public engineering issues and safety issues. By bringing the Police Chief into the picture, he feels they can create something more consistent than they have now.

Mr. Kimmel said that the Ordinance Committee concluded that financially this was close to a wash. He commended the Police Officers who came out to the meetings for over 11 months. He added that the Police Chief and Director of Public Works also attended meetings.

Mr. Kimmel said that speed has been a problem in the City and with all of the construction going on, he feels the need to get more eyes on the street.

Mr. Bonenfant said that he had concerns about some of the language, but agreed with Mr. Corsello's amendment.

**** THE AMENDMENT PASSED UNANIMOUSLY**

**** MS. BOWMAN MOVED THE FOLLOWING AMENDMENT:**

LINE THREE SHOULD READ AS FOLLOWS:

THE DIRECTOR IN CONSULTATION WITH THE POLICE CHIEF, SHALL APPROVE THE TRAFFIC CONTROL PLAN AND TOGETHER SHALL DETERMINE WHETHER TRAFFIC CONTROL PERSONS OR NORWALK POLICE OFFICERS ARE NECESSARY TO ENSURE THE PUBLIC'S SAFETY AND SHALL FURTHER DETERMINE THE APPROPRIATE NUMBER OF SAME; HOWEVER WHEN THE ROADWAY(S) AFFECTED ARE WITHIN A SCHOOL ZONE OR IMMEDIATELY ADJACENT TO ENTRANCES OR EXITS OF HOSPITALS OR FIRE DEPARTMENTS, THE DIRECTOR SHALL FIRST PROVIDE NORWALK POLICE OFFICERS WITH THE OPPORTUNITY TO DIRECT TRAFFIC SAFELY THROUGH THE AREA.

Mr. Kimmel said that the word coordination conforms to the intent of the Ordinance. Mr. Coppola said that the amendment indicates that the Director makes the decision in consultation with the Police Chief.

Ms. Maggio asked if the amendment means that the Director would have to consult with the Police Chief every time. Deputy Chief Zecca explained that the Director would look at the plans to determine if Police are required; the Police Chief would have a say. Mr. Coppola said that changing in coordination to in consultation is a good change.

**** THE AMENDMENT PASSED UNANIMOUSLY**

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

**CHANGE DIRECTOR TO DIRECTOR OF PUBLIC WORKS
THROUGHOUT THE ORDINANCE**

**** THE AMENDMENT PASSED UNANIMOUSLY**

Mr. Bonenfant asked for a definition of a school zone. He asked if a school zone is indicated by signage and if the distance is the same as when someone is selling drugs. Mayor Rilling said that this Ordinance does not expand the school zone. Mr. Corsello added that a school zone has a different definition.

Ms. Bowman congratulated Ms. Melendez on doing a great job; this is a necessary Ordinance. If there are any issues, this Ordinance can be revisited.

**** THE MOTION AS AMENDED PASSED UNANIMOUSLY**

III. RESOLUTIONS FROM COMMON COUNCIL

There were none this evening.

IV. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

V. SUSPENSION OF RULES

There were none this evening.

VI. ADJOURNMENT

**** MS. MAGGIO MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 8:23 p.m.

ATTEST: _____
Donna King, City Clerk

IV. A



E-Mail Me



Mary Ellen Barrelle

134 Rowayton Avenue, Rowayton, CT 06893
Office 203-853-9999
Voicemail 203-899-5275
Cell 203-644-4010



- My Homepage
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- View All My Listings
- View My Sold Properties
- 24/7 Services
- Open Houses
- Home Homes
- Commercial and Land
- Active Adult
- Home Services
- Mortgage
- Hot New Listings
- and Settlement
- Finance Services
- Community Profiles
- Market Report
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Welcome to Mary Ellen Barrelle's Website!

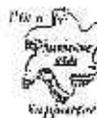
Mary Ellen is an area native - born in Norwalk Hospital, raised in Weston, graduated from Staples High School in Westport and Kent State University in Kent, Ohio with degrees in Sociology and Mathematics. She has been a Norwalk (Rowayton) resident and a local Realtor since 1978, specializing in single family and condominium sales and rentals, waterfront community sales and rentals, new construction, renovation projects and lot and land development, including Conservation Development experience. She is the daughter of a builder.

Mary Ellen covers Rowayton, Norwalk and Darien, CT market areas as well as other contiguous communities by request. She is a member of the Greater Fairfield County Consolidated Multiple Listing Service, the Darien Multiple Listing Service, the Darien Board of Realtors, the Connecticut Association of Realtors and the National Association of Realtors.

Mary Ellen has been a member of the Grievance, Professional Standards, Membership and Fair Housing Committees. Her community service has included City of Norwalk Planning Commissioner, Emergency Medical Technician with Rowayton Ambulance, volunteer for Rowayton River Ramble and Shakespeare on the Sound. She is currently an officer of the Connecticut Chapter of Families of SMA, a volunteer-driven, non-profit national organization dedicated to finding a treatment/cure for Spinal Muscular Atrophy.

You may reach Mary Ellen at 203-853-9999 (office), 203-644-4010 (cell) or via email at melbarrelle@prudentialct.com

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DONALD D. OVERTON

**309 Foxboro Drive
Norwalk, CT 06851
E-mail: donalddoverton@hotmail.com.**

**Phone: 203-956-6946
Cell: 203-984-2872**

Professional Experience

Coldwell Banker Residential Brokerage, Norwalk/New Canaan (2008-Present)

Prudential CT Realty, Norwalk/Rowayton/Darien (2003-2008)

Wm. Pitt Real Estate, Norwalk/Rowayton (2000-2003)

Realtor Achievements:

**President's Circle Award (top 5% nationally),
Leading Edge Society (top 12% nationally).**

Stamford Mortgage Company (2000-2004) Mortgage Originator

Redding Appraisal Group (2002-2004) Provisional Real Estate Appraiser

Washington Mutual Bank (1998-2000) Mortgage Loan Officer

Volvo of Westport, Westport, CT (1982-1998) General Manager

- Full responsibility for all departments.
- Increased sales and profits to top 10% of Volvo dealers nationally.
- Recognized as largest Volvo pre-owned retailer in Connecticut.
- Achieved Volvo Dealer of Excellence award for seven consecutive years and J.D. Powers award for outstanding customer satisfaction 1998.
- Planned and executed a multi-million dollar renovation of facility, while maintaining overall profits and CSI.

**Traynor Porsche/Audi/Volkswagen
Chinetti Motors Ferrari /Alfa Romeo/Saab
Festival Chevrolet
Overton Motors/Jaguar/MG/Austin-Healey/Jeep**

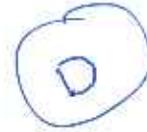
Professional Affiliations

**Member: National Assoc. of Realtors, CT Assoc. of Realtors, New Canaan Board of Realtors, Senior Real Estate Specialist designation,
State of CT Licensed RE Agent, Licensed Provisional RE Appraiser, Registered Mortgage Originator, and Notary Public.**

Community Affiliations

Board of Directors/ Norwalk Senior Center Meals On Wheels volunteer

John J. Moeling, Jr.
1 Seabreeze Place
Norwalk, CT 06854



203-904-3979

jjmoeling@gmail.com

Present: retired; current President, Norwalk Land Trust; VP/Board Director, Manresa Association

Background/experience: magazine publishing; President/Publisher, *Scientific American Magazine*, 1990-1995

Personal: married (Barbara), two grown sons. Enjoy kayaking in and around Norwalk; natural science/environmental travel

208 Flax Hill Road, Apt. 27
Tel: 203-919-9081

NABIL E. VALENCIA

Norwalk, Connecticut 06854
E-mail: nabilevalencia88@gmail.com

D

Objective

To obtain employment related to development where my academic knowledge, administrative skills and personal non-profit experience could be utilized.

Education

King's College London, London, Great Britain
International Development Institute
Master of Science in Latin American Development
Degree: September 2016

University of Connecticut, Stamford, Connecticut, USA
Latin America in the National Period Course- Professor Ricardo Salazar-Rey
Spring 2015

Sacred Heart University, Fairfield, Connecticut, USA
Public Administration Course-Professor Michael Pavia (former Mayor of Stamford, CT)
Fall 2014

University of Connecticut, Storrs, Connecticut, USA
Bachelor of Arts, Major: Political Science with a concentration in Sociology,
Degree: Received in December 2011.

Work Experience

Milford-Orange Probate Court, Milford, CT

Assistant Clerk, August 2014- August 2015

- Review, Evaluate and Process Petitions and other filings regarding Decedent Estates, Trust Matters and Guardian of Estates from beginning to end
- Prepare correspondence, memos and decrees in relation to Probate Court Rules of Procedure and Connecticut General Statutes
- Respond to inquiries from the public and provides assistance to attorneys and parties regarding procedural matters

Stamford Probate Court, Stamford, CT

Assistant Clerk, January 2014-August 2014

- Review, Evaluate and Process Petitions and other filings regarding trust matters, children temporary guardianships and decedent estate accountings
- Prepare correspondence, memos and decrees in relation to Probate Court Rules of Procedure and Connecticut General Statutes

Court Assistant, March 2008- January 2014

- Process incoming court documents and coordinate weekly Probate hearings while working with clerks on various court projects
- Serve as a court translator for Spanish speaking public

Apple, Inc. Stamford, CT

Part-time Specialist, Visuals Team, January 2012- August 2015

- Establish long lasting customer relationships through outstanding customer service by personalizing and configuring customer products

NABIL E. VALENCIA

- Assist in the training of new employees and preparation of new product/software launches by being part of the visuals team that focuses on maintaining Apple's visual standards on all product displays

Transferable Experiences

Group of Development Professionals (GDP)- President and Co-founder 2016

- Lead the GDP team to create a platform for international development professionals to engage with each other for the share of ideas and projects
- Create tools for the professionalization and promotion of the international development sector
- Develop partnerships with companies, civil society organizations, governments and universities

Norwalk/Nagarote Sister City Project-Board Member since April 2015

- Contribute to the creation, organization and implementation of education focused projects and programs to benefit low-income children in Nagarote, Nicaragua
- Revise monthly treasurer's report and recommend any changes to the yearly budget
- Participate in fundraising events that will directly benefit the after-school, preschool and 6-11 tutoring programs in Nagarote, Nicaragua

Latinos Unidos of Connecticut, Inc. (LUC) – Co-Founder and Member since January 2014

- Create a network of professionals, local political leaders and community members while acting as liaison between the three
- Organized community outreach events that benefitted the Latino community through seminars and workshops dealing with education, health and legal matters
- Fundraised and awarded three "LUC" scholarships to local Latina students pursuing higher education

The Norwalk Fair Rent Commission- Commissioner from April 2014 to August 2015

- Hear, evaluate and impartially decide on reported cases of potentially unfair rent increases or costs
- Make recommendations on any changes/improvements to landlords and tenants

Norwalk Education Foundation- Board Member since April, 2015

- Assist in the organization and execution of yearly educational events such as the NEF Shark Tank, Norwalk Education Foundation Spelling Bee, and A Taste for Education fundraiser
- Serve as community outreach liaison by using the social media to create awareness of the educational programs offered locally that are sponsored by the Norwalk Education Foundation

Awards and Honors

2015 Women's Leadership Brunch Honoree

Given by the Connecticut Democratic Party and honored alongside Mayor Toni Harp of New Haven, CT

2006 School-to-Career Mentoring Program scholarship recipient

Given by the Norwalk Public Schools in Norwalk, Connecticut

Transferable Skills

Languages: Fluent in English and Spanish and Basic level French

Computer Skills: Proficient in Microsoft Office, Apple's iWork Suite, Apple's iOS

Social Networking: Facebook, Twitter, Instagram, LinkedIn

**References upon request*



Dora Witherspoon

203-246-6864 / wITHERSD@sbcglobal.net | <https://goo.gl/x2Zorw>

SENIOR LEVEL IT / SERVICE LEADER

Experienced technology professional with 20 years extensive background in Quality Assurance / Data Analysis and test engineering roles including supervisory responsibility. Maintained a consistent record of excellence in supporting large-scale complex applications development projects through the efficient management of testing processes. Areas of Expertise include:

- Passion for Excellence
- 20+ Years IT experience
- Team Player
- Data Analyst
- Leadership Expert
- Customer Service
- Innovative
- Quality Analyst
- Attention to Detail

PROFESSIONAL EXPERIENCE

NBC Universal, Stamford, CT

October 19, 2015

Sr. Test Engineer for the 2016 Rio Olympics

- Sr. Test Engineer for the 2016 Rio Olympics
- Generated Functional Specs for test team
- Tested NBC Sports App to be released out into the World.
- Tested on many Android and iOS Phones and Tablets

Flexi International, Shelton, CT

March 2015 – April 2015

Automation Tester (Contract)

- Applied HP UFT Automated Test Scripts on existing applications.
- Entered defects into ONYX Bug Tracking Tool Fixes.
- Updated automated test scripts to run on updated version application.
- Used Cloud to test McKesson application on Windows 7.

Pitney Bowes, Danbury, CT

January 2014 – August 2014

QA Engineer (Contract)

- Developed and Designed test plans and test cases to exercise the target application's functions.
- Find ways to test the application outside normal process flow. Maintained test cases and related documentation in Excel, write defects in JIRA (defect management tool), track defect status, regress fixed defects, and close defects that have been fixed.
- Generated test data using Pitney Bowes mailing machines.
- Verified rate tokens used in carrier, class, fee files using mailing machines & Business Manager reports.
- Tested on an Accent Products. Each product required testing on a number of platforms, which include Oracle, SQL, Windows, and UNIX.
- Sprint planning, Sprint Review and Daily Stand up for the Agile (Scrum).
- Expertise in conducting and participating different types of testing - Integration, System, Functional, GUI, Regression, Sanity, Smoke and User Acceptance Testing (UAT).
- Performed Cloud testing daily on Windows 10 release.
- Successfully completed 5 day SQL training provided by company.

Gartner, Inc., Stamford, CT

February 2000 – February 2013

Senior Test Engineer

Quality Assurance Manager, January 2005 – May 2007

Sr. Test Engineer, June 2003 – January 2005

Quality Assurance Tester, February 2000 – June 2003

- Contributed to the development of an Oracle CRM /Siebel application that included Inquiry, call center, sales, and client engagement day modules.
- Participated in daily meetings with business analysts and developers to define requirements tailored to each type of user, i.e., sales staff, clients and senior managers.
- Designed and executed test scripts to simulate the experience of each user;
- Used DevTrack to Document bugs.
- Prepared reports that contained recommendations for prioritizing debugging activities to reflect the severity of the problem and its potential impact on the user's experience.
- Re-tested the software following developers' remediation efforts.
- Conducted integration testing of the CRM Sales module and other applications.
- Tested a Lotus Notes application for creating, reviewing and searching research documents on Gartner.com. Served as the Lead QA Tester on the application for managing sales opportunities, which entailed working with a contractor.
- Performed continuous upgrades to the Applications being tested during a 6 week period.
- Ran ongoing updates to Test Cases and Test Scripts.
- Led weekly meetings with PM, BA's and other Quality Assurance Team Members.
- Performed Oracle EBS Testing with various applications & Android Mobile testing, Calendar updating.
- Verified clients could view analysts calendar from android device, IOS etc.
- Acted as a liaison between onsite and offshore teams in Bangalore, India to Gartner.com
- Supervised the team remotely in creating test scripts, procedures and protocols to ensure the integrity of various Gartner.com Modules such as: registration, profile, events.
- Worked with testing Agenda Builder and Gartner Administration calendar management tools.
- Delegated work among the QA Analysts and other key participants ensuring project completion.
- Tested the Sarbanes-Oxley compliance application on Salesforce.com for 2 months.
- Oversaw software quality from product requirements through the release.
- Used SQL pull Data from Tables needed for testing.
- Tester responsible for sorting using Excel Spreadsheet for open test issues.
- SAP Testing with CRM
 - Gartner Portal Testing
 - CRM (Inquiry, Analyst Calendar and Onboarding)
- Developed protocols for verifying the integrity of several Gartner.com modules, including a proprietary application for publishing documents for internal and customer access.
- Earned recognition award for superior performance by receiving the Winner's Circle Award.
- Created a training document that guided test engineers in procedures for system, release night and gold testing, as well as for using the Quality Center and DevTrack tools.

EDUCATION

- Associate Science in Data Processing, Norwalk Community College, Norwalk, CT May 1987
-

TECHNICAL SKILLS

- Outlook, Excel, Word, PowerPoint, Oracle CRM /Siebel, AS400, SAP, Access, DevTrack, Quality Center, QTP, Oracle SQL, JIRA, ONYX, HP UFT, UNIX, LoadRunner, Android Mobile testing, MS .NET 4.5 Visual Studio 2012, Cloud computing

D

JOHNNIE MAE WELDON

40 Taylor Avenue, Apt. #5 Norwalk, CT 06854
(H) 203-866-7077 (C) 203-216-2652
Email: johnnieweldon@att.net

SUMMARY

I have extensive experience in Early Childhood Education and Management. Through my career, I have built a solid reputation in the Norwalk community working with youth through enrichment programs and helping adults in need of psycho-social rehabilitation. Currently I assist low to moderate income families in acquiring financial assistance with their utility expenses. I feel the enthusiasm and commitment I have rendered to the Norwalk community warrants consideration for a seat on the board of the Fair Rent Commission.

EXPERIENCE

Norwalk Economic Opportunity Now, Inc. Norwalk, CT 2000 - Present
N.E.O.N. Client Services, Resource Specialist 01/2008 - Present

Responsibilities:

- ◆ Prepare client intakes at the point of entry and determines eligibility for services provided by the self-sufficiency programs.
- ◆ Works directly with eligible clients to assess needs leading to self-sufficiency, based on a centralized database and specific needs to develop a case plan to identify their strengths and weaknesses so goals can be outlined in their case plan.
- ◆ Provides ongoing case management; monitor and track program outcome and documenting the client's progress.
- ◆ Identifies client goals based on assessment outputs.

N.E.O.N. Administration, Administration Assistant 01/2005 - 12/2007

Responsibilities:

- ◆ Assisting the central administrative staff with supplementary services associated with agency business.
- ◆ Collecting and recording State and Federal funds received for various N.E.O.N. programs to the Finance department.
- ◆ Answering telephone switchboard.

N.E.O.N. Child Development Program, Site Coordinator 01/2000 - 12/2005

Responsibilities: Held various positions throughout the five years in this position.

- ◆ Site Coordinator - Supervised teaching staff for proper classroom coverage. Conducted performance appraisals on all teaching staff. Completed required monthly reporting to Education Manager. Regular review of student files as required by performance regulations. Ensured parent involvement and family service meeting were provided for children enrolled in the program in accordance with Head Start Performance Standards and other state and local mandates such as DSS and DCF.
- ◆ Bus Coordinator - Overseeing bus aides to ensure proper supervision of children utilizing the programs transportation. Coordinating bus routes and stop locations as necessary. Collection and maintenance of the daily required regulation and licensing documents completed by all bus aides.
- ◆ Teacher Floater - Ensuring proper teaching staff requirements were maintained in classrooms per Head Start Performance Standards and other local and state regulatory agencies. Monitored activities that enhanced the gross motor, social emotional, literacy and educational requirements achieved by all children.

COMMUNITY AFFILIATIONS

- ◆ Norwalk Police Department P.A.L. Board of Director
- ◆ Community House Inc. Board of Director
- ◆ Brien McMahon Soulful 70's Reunion Committee Member

REFERENCES

To be furnished upon request.

Conor John Pfeifer

(203) 858 7900 | Conor.Pfeifer@gmail.com



EDUCATION	Clark University, Worcester MA B.A in Political Science, minor in German	May 2011
EXPERIENCE	Triangle Community Center, Norwalk CT	Nov 2013- Present

Director of Operations

- Managing agency staff as staff and organizational responsibilities grew.
- Writing grants, securing \$30,000 for projects in largest city in Connecticut.
- Overseeing individual membership contributions, major gifts, and sponsorship donations, growing membership dues to \$30,000 in annual donations from less than \$10,000 at beginning of tenure.
- Overseeing agency growth and outreach into new parts of service area.
- Major donor engagement, arranging regular in person meetings with major donors and corporate partners as representative of agency to build relationships and to cultivate donations.
- Oversaw agency program policies and procedures, ensuring quality of service for vulnerable communities and setting standards for program leadership.
- Managed media and press relations coordinating outreach to dozens of local media agencies.
- Managed agency communications and media.

Programs Coordinator

- Managed agency communications and media.
- Maintained agency schedule.
- Regularly maintained website.
- Managed volunteers.
- Established review process for programs at Center.

Operations Consultant

- Sold Corporate Sponsorships for Pride in the Park.
- Responsible for membership and fundraising appeals.
- Targeted donors for end of year membership drive.
- Built a direct mail program to engage potential donors.
- Followed up with prospective donors for membership drive.

Martin for Mayor, Stamford, CT

Apr 2013 – Jan 2014

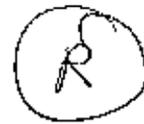
Deputy Finance Director

- Won in general election against a former Lieutenant Governor in most expensive mayoral race in city's history.
- Wrote fundraising correspondence to thousands of donors.
- Planned and arranged fundraising events.
- Full knowledge of NGP-VAN campaign financial database.
- Used NGP financial database to prepare filings and build target donor lists.
- Outreach to elements within the Democratic Party following a competitive primary to ensure campaign would be funded after primary season.

- Fontana for State Senate, East Haven, CT** Oct 2012 – Nov 2012
Field Director
- Built direct voter contact operation for campaign, targeting voters with Vote Builder.
 - Fully staffed campaign events and volunteer efforts daily.
- Fairfield 2011, Fairfield CT** Oct 2011-Nov 2011
Deputy Campaign Manager
- Managed successful voter contact program, targeting thousands of Fairfield voters
 - Maintained and utilized voter targeting database, VoteBuilder
 - Utilized supporter network to organize dozens of volunteers, arranging campaign schedule and orchestrating events with Connecticut political leaders.
- Himes for Congress, Bridgeport, CT** Summer 2010
Deputy Political Director
- Built and maintained relationships with elected officials and local organizations.
 - Coordinated events in Fairfield County to engage voters, collaborating with congressional staff for logistics for candidate appearances.
 - Organized campaign effort in three towns using National Field and Vote Builder, delivering those towns for the candidate in the election.
- Field Organizer** Summer 2008
- Updated thousands of files for Vote Builder database.
 - Recruited volunteers for successful voter contact activities.
 - Coordinated events throughout Fairfield County.
- Donor Research Assistant** Winter 2007-2008
- Researched donors and gathered data, providing the foundation for one of the best-funded congressional races in the country.
 - Created hundreds of accounts for donors with the campaign using NGP database.
- Witness Project of Connecticut, Bridgeport, CT** Summer 2009
Research Consultant
- Researched relevant data for grant writing program for nonprofit.
 - Wrote grants for only nonprofit providing breast cancer screenings for minority community in Connecticut.

INVOLVEMENT

Congressman Jim McGovern, 2009
 Worcester County District Attorney, 2009
 Martha Coakley for Senate, 2009
 Clark University Mock Trial Team, 2010
 Fairfield Democratic Town Committee, 2009 – 2011
 Hillary for America, 2015 – 2016
 Cristin McCarthy Vahey for State Representative, 2014, 2016



PRINCIPAL BIO

C. ERIC RAINS ASIA
CT, NY, NJ

33 No Water St.

C. Eric Rains, ASIA, Principal of Eric Rains Landscape Architecture, LLC, (ERLA) launched his practice after 21 years in the industry. During this time, he practiced in the Fairfield County, tri-state area and Washington, D.C./Baltimore metro area. Mr. Rains is an accomplished Landscape Architect who has extensive experience in local, state and federal regulatory permitting processes. He balances this with deep ties to his community.

Mr. Rains received a Bachelors degree from Mississippi State University and while there, performed internships with firms in Memphis and Dallas. He served as the student representative to the faculty and President of the campus chapter of ASIA. Following graduation some of Mr. Rains' initial clients included the Landscape Architect of the Capitol in Washington, D. C., Georgetown University, Johns Hopkins Hospital and University and McCormick Spices International. He also served as adjunct professor of landscape design at Montgomery College in Maryland.

Prior to forming his practice, Mr. Rains was Director of the Commercial Division and an Associate at his prior firm, where he was responsible for the design and overall coordination of the firm's multi-family, corporate, institutional and historic projects. His role was often facilitated by his extensive community involvement and experience with the municipal review and entitlement processes.

Mr. Rains' projects have won numerous awards, which include being a two-time recipient of the Connecticut Chapter of the American Society of Landscape Architects (CTASALA), most prestigious award, "Jury's Award of Excellence".

Prior to moving to South Norwalk (SoNo), Mr. Rains lived in Greenwich, Connecticut where he served on ARC (Architectural Review Committee) an advisory committee to the Town's Planning and Zoning Board, Greenwich Green & Clean as Chairman (currently on the advisory board) and also served on The Property Commission of Christ Church. Eric is an active member of American Society of Landscape Architects (ASLA) and is the immediate Past President of the Connecticut Chapter of ASLA. He is also a member of the University of Connecticut's Alumni/Practitioners Advisory Board and is licensed in Connecticut, New York and New Jersey.

D

1 Orlando Place
Norwalk, CT 06854

Jeremiah F. Crowley
(Jerry)

Daytime: 203-866-1745
Mobile: 203-247-4675

Summary: Comprehensive experience in sales, information technology, management and planning for start-ups through Fortune 100 companies.

Education: BS, Business Management, Providence College

Service: US Coast Guard Aviation Reserve – Six Years (1 year Active Duty) - Veteran

Experience:

- 2001-present **Acumenic Associates LLC, Norwalk, CT**
Principal – Provide Web based solutions to businesses, communities, schools and organizations.
- 2006-2010 **Reverse Mortgage Sales Specialist**
- 1990-2000 **MicroAge Technical Services, (Tempe, AZ) Connecticut Branch**
Senior Sales Executive – Managed MicroAge's role in the Merrill Lynch International Private Client Banking rollout of 41 global sites, 4000 seats in 26 countries. Produced gross profits of \$1,000,000+ yearly (1996-99). All sites installed on time and within profit projection. MicroAge President's Club 1996-8 (Top 10 in the country).
Account Manager – developed U.S. Surgical into a \$20,000/month gross profit producer.
Sales Manager – led five salespeople in the retail and small business operation. Three made President's Quota Club. Personally achieved Top Northeast Apple Computer Salesman.
- 1985-1990 **The Holly Group, Norwalk, CT**
Self-employed **consultant** for small business, data processing and management information. .
Owner of an automated payroll and bookkeeping company servicing 85 clients and local companies – d.b.a., Computing Service Centers, Ltd.
- 1971-1985 **Health-tex, Inc (Chesebrough-Ponds), NYC, Greenwich, CT and Rhode Island**
Director, Operations Planning – coordinated the information flow among Merchandising, Manufacturing and Finance. Other positions held: Manufacturing Planner, Production Planning Manager, Manager of Systems and Programming and Systems Analyst.
- Interests** – Family, community activities, golf, tennis and personal computing.
- Organization Offices held** – President, Lions Club (RI); President, Harbor View HOA (5 years); Vice Chair, Oak Hills Park Authority (2003-6); Vice Chair, Norwalk Neighborhood HIOA (2003-9); Treasurer, Westport BNI (2002-10); Business Manager, Wilson Cove Yacht Club (2012-Present)

VII. A

**EQUIPMENT SHARING AGREEMENT
MULTI-TOWN/AGENCY EQUIPMENT COOPERATIVE - ICE GRANT
CITY OF STAMFORD
CITY OF NORWALK
NORWALK HOSPITAL
TOWN OF FAIRFIELD FD**

WHEREAS, General Statutes §7-148cc establishes a process wherein municipalities may develop and implement Equipment Sharing Agreements to provide shared equipment and other assets; and

WHEREAS, Section 75 of Public Act 11-57 establishes the Intertown Capital Equipment Purchase Incentive (ICE) Program, intended to foster and enhance joint provisions of municipal and agency equipment sharing across town borders; and

WHEREAS, the exchange, furnishing or providing by one or more municipalities or agencies for joint use of certain equipment has been found to be of benefit to all participating municipalities or agencies, both in making more equipment available and in reducing the cost of such equipment use; and

WHEREAS, the City of Stamford, City of Norwalk, Norwalk Hospital and Town of Fairfield FD (collectively, "the Participating Municipalities and Agencies" and individually, "the Participating Municipality and Agency") desire to enter into an Equipment Sharing Agreement for the shared use of equipment (set forth in Schedule A to this agreement); and

WHEREAS, the Participating Municipalities and Agencies are in receipt of the following grant from the Intertown Capital Equipment ("ICE") Purchase Incentive Program, General Statutes § 4-66m:

<u>GRANT</u>	<u>EQUIPMENT</u>	<u>GRANT AMOUNT</u>
Intertown Capital Purchasing Incentive (ICE)	Tactical Personal Protective Equipment (T-PPPE)	\$160,037.00

WHEREAS, a portion of the equipment is expected to be purchased through the above referenced grant funding from the State of Connecticut as part of the ICE Program and the balance will be shared among the Participating Municipalities and Agencies as follows:

	<u># of sets</u>	<u>Total Cost</u>	<u>CT OPM share</u>	<u>Local share</u>
City of Stamford	48	\$96,022	\$76,818	\$19,204
City of Norwalk	15	\$30,007	\$24,006	\$6,001
Norwalk Hospital	21	\$42,009	\$33,607	\$8,402
Town of Fairfield FD	16	<u>\$32,007</u>	<u>\$25,606</u>	<u>\$6,401</u>
		\$200,045	\$160,037	\$40,008

WHEREAS, the ICE grant program is administered by the State of Connecticut Office of Policy and Management ("OPM").

NOW THEREFORE, to accomplish the goal of providing necessary municipal services in an efficient manner by sharing equipment with neighboring towns, each Participating Municipality and Agency hereby adopts this Equipment Sharing Agreement ("the Agreement") according to the following terms:

1. **Title Owner:** The City of Stamford shall ~~be hold~~ the "title as the owner" ("Title Owner") for the initial piece(s) of Equipment listed on Schedule A and ~~it such Equipment~~ will be carried on its schedule of property for insurance. In the event of damage to the Equipment which results in an insurance claim, the deductible will be payable by the municipality or agency that had use of the Equipment at the time of the accident, said use defined herein as "care, custody, and control." The insurer for the Title Owner represents and agrees that the deductible may be paid by a town or agency other than the title owner town and that such payment shall not prevent payment of the claim. For subsequent pieces of equipment covered by this Agreement, the designated title holder shall be defined in Schedule A as amended from time to time. Each Participating Municipality and Agency agrees to cover the equipment while in its care, custody or control, for general liability coverage.

2. **Governing Committee:** Each Participating Municipality and Agency shall appoint its chief executive officer or designee as the point of contact for this Agreement (collectively "the Committee"). The Committee shall address any concerns that come up which are not explicitly defined in the Equipment Sharing Agreement and will be the ultimate arbiter of any disagreements among towns and agencies relative to any aspect of the Agreement. The Committee will be advised by the public safety representative of each Participating Municipality and Agency relative to issues related to acquisition, use and maintenance of equipment.

3. **Liability:** Each Participating Municipality and Agency will be responsible for any liability issues including but not limited to claims by its employees and by third parties that arise out of an event that occurs while it has care, custody and control of the Equipment, ~~or related to or arising out of its use of the Equipment.~~

4. **Hold Harmless:** ~~Accordingly, each The Participating Municipalities Municipality and Agency~~es hereby agrees to indemnify and hold harmless the title owner municipality, including its officers, representatives, agents and employees, from any and all claims of liability and expenses related to any claims that may arise from an occurrence or omission when the Equipment is in ~~their its~~ possession, ~~of another Participating Municipality or Agency.~~ The foregoing indemnity shall include reasonable attorneys' fees and costs, if applicable, and shall not be limited by reason of any insurance coverage limits whether or not such insurance coverage was acquired pursuant to this Agreement.

5. **Amendments:** The Agreement may be amended by vote of the legislative body of each Participating Municipality and Agency in the same manner as its adoption. The Participating Municipalities and Agencies agree that additional municipalities or agencies may join this Agreement through an amendment to the Agreement as set forth in this section. The process to

allow additional members to join the Agreement shall be established by the Committee and made an exhibit to the Agreement. The Participating Municipalities and Agencies shall be empowered to add to or subtract from the listed equipment from time to time upon the majority vote of the Committee members without amendment to this Agreement. The title owner municipality shall notify its insurance carrier of any and all additions or subtractions. It shall be the responsibility of each Participating Municipality and Agency to properly train its operators to use the equipment subject to this Equipment Sharing Agreement.

6. Operational Considerations: The following operational considerations shall be enforced by the Participating Municipalities and Agencies through their respective Committee representatives:

- a. Housing: The ~~E~~quipment shall be housed in the ~~Participating m~~Municipality or ~~A~~gency to last use it ("~~the Housing Municipality or Agency~~") unless, by vote of the Governing Committee, the decision is made to house the equipment in a different location.
- b. Maintenance: The ~~Housing m~~Municipality or ~~A~~gency ~~housing the equipment~~ will be responsible for performing routine maintenance based upon the manufacturer's recommendations; keeping a log of equipment usage including utilization, operator and hours of use; inspecting the equipment in cooperation with the operator prior to and after each use by a Participating Municipality or Agency; completing a checklist on equipment condition before and after each use by a Participating Municipality or Agency; and documenting any damage in writing. Copies of any damage reports should be sent to the Governing Committee as soon as possible after the damage occurs.
- c. Insurance: The ~~E~~quipment will be covered under the City of Stamford's insurance policies. Any liability insurance of the ~~Housing m~~Municipality or ~~a~~Agency ~~that is using the equipment~~ shall be considered primary over any other collectible insurance regardless of any other insurance clauses.
- d. Insurance Deductible: If equipment is damaged by operator negligence and insurance covers repair of the damage to the equipment, any deductible on that insurance will be the responsibility of the ~~H~~ousing ~~m~~Municipality or ~~a~~Agency.
- e. Operating Costs: The ~~H~~ousing ~~m~~Municipality or ~~a~~Agency will cover routine operating costs (maintenance, insurance) incurred during its period of use.

The Committee may develop an equitable method for handling operating costs and more extensive repair and replacement costs. This fee schedule for operating costs and repair and replacement costs of each piece of equipment covered by the Agreement shall be set forth in Schedule B. The ~~H~~ousing ~~m~~Municipality or ~~a~~Agency will periodically evaluate each piece of equipment acquired under this agreement and each year will provide the Committee with an estimate of the cost of

maintenance for the coming fiscal year prior to the annual budget cycle so that each Participating Municipality and Agency can plan for the cost in its annual budget.

- f. Operator Proficiency: Each Participating Municipality and Agency shall be responsible for ensuring that its staff is competent to use the Equipment and for addressing staff performance issues under the municipality's or agency's personnel policies should the Equipment be misused or damaged by an operator of that municipality or agency.
- g. Scheduling Use: Scheduling will be managed by the public safety representative of each Participating Municipality and Agency.
- h. Municipal and Agency Participation: The agreement will remain in force as long as at least two of the Participating Municipalities or Agencies, as may be amended from time to time, continue to participate.

7. Term: Subject to Section 10 herein, this Agreement shall remain in effect for five (5) years, beginning on the date last signed below (the Effective Date) and expiring five (5) years after the Effective Date. The Agreement shall automatically renew for up to two (2) successive terms of five (5) additional years unless all but one Participating Municipality or Agency provides a written notice to the others of its election not to renew the Agreement for another five (5) assessment years. Such notice must be provided at least sixty (60) days prior to the scheduled expiration of the original or any renewal term of the Equipment Sharing Agreement.

8. Termination & Withdrawal Notwithstanding the foregoing, this Agreement shall terminate no later than fifteen (15) years from the Effective Date or upon such earlier date by mutual consent of the parties expressed in writing and signed by a duly authorized representative of each.

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Notwithstanding the above, any party may terminate or withdraw its participation in this Agreement by thirty (30) days prior written notice sent to the other parties in accordance with the provisions of Article 10 hereof.

9. Dispute Resolution: Disputes arising from the operation or interpretation of this Equipment Sharing Agreement that cannot be resolved by the Participating Municipalities and Agencies shall be submitted to mediation and arbitration to the American Arbitration Association (AAA) according to its rules and procedures.

10. Notices: Any notice provided under or pursuant to this Equipment Sharing Agreement shall be in writing and sent by certified or registered mail to the addresses of the parties set forth below.

For the City of Stamford; Mayor,
City of Stamford
888 Washington Boulevard,
Stamford, CT 06901

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For the City of Norwalk: Mayor
City of Norwalk
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

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With a copy to: Corporation Counsel
City of Norwalk
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

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For Norwalk Hospital: President
Norwalk Hospital
34 Maple Street
Norwalk, CT 06850

For the Town of Fairfield FD: First Selectman
Town of Fairfield
140 Reef Road
Fairfield, CT 06824

119. Governing Law: This Equipment Sharing Agreement shall be governed by the laws of the State of Connecticut and the Participating Municipalities and Agencies hereby waive any choice of law. Any changes to the Equipment Sharing Agreement not within the scope of the powers granted to the Governing Committees shall be in writing in a document duly executed by each Participating Municipality and Agency. The Participating Municipalities and Agencies may separately execute counterpart originals of this Equipment Sharing Agreement (and any amendments thereto) which together shall be deemed to constitute one and the same agreement. Each and every provision and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then, upon the written consent of the parties, this Agreement shall forthwith be physically amended to make such insertion.

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12. Amendments : This Agreement may be amended by mutual consent of the parties by means of a written amendment signed by each party's duly authorized representative as set forth in Article 14 hereof.

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130. Adoption: This Agreement shall be adopted in accordance with General Statutes Section 7-339c. The Participating Municipalities and Agencies agree to follow the procedures for review of this Agreement at least once every five years set forth in General Statutes §7-148cc.

141. Execution: The Chief Executive Officer of each of the Participating Municipalities and Agencies is hereby authorized to execute this Equipment Sharing

Agreement after authorization of the Agreement by the respective municipality's or agency's legislative body.

WHEREFORE, each Participating Municipality and Agency has duly approved and caused to be executed this Equipment Sharing Agreement on the dates set forth below, to be effective on the date last signed (the Effective Date).

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

By: Harry W. Rilling
Title: Mayor
Date:

Signed, Sealed and Delivered
in the Presence of:

CITY OF STAMFORD

By: David R. Martin
Title: Mayor
Date:

Signed and Delivered
in the Presence of:

NORWALK HOSPITAL

By: Mike Daglio
Title: President
Date:

Signed, Sealed and Delivered
in the Presence of:

TOWN OF FAIRFIELD FD

By: Michael C. Tetreau
Title: First Selectman
Date:

SCHEDULE A

**EQUIPMENT SHARING AGREEMENT:
MULTI-TOWN EQUIPMENT COOPERATIVE**

TITLE OWNER: CITY OF STAMFORD

Description	Purpose
Level IV Rifle Plates (2)	Ballistic Protection
Rifle Plate Carrier	Ballistic Protection
Level IIIA Ballistic Helmet	Ballistic Protection
Knee Pads	Ortho Protection
Goggles	Eye Protection
LED Helmet Light	Scene Lighting
CAT Tourniquets (4)	Hemorrhage Control
ID Placards	Identification
Foxtrol Litter	Victim Evacuation
Other Accessories	Equipment Securement (ie: radio & TQ holsters)

SCHEDULE B

**EQUIPMENT SHARING AGREEMENT:
MULTI-TOWN EQUIPMENT COOPERATIVE**

FEE SCHEDULE FOR OPERATING, REPAIR AND REPLACEMENT COSTS

[to be determined by the Committee.]

Norwalk

Re: Grant programs requiring authorization

Date: January 24, 2017

1. March of Dimes Comenzando Bien Program

The Department of Health received a one-year grant from the March of Dimes in the amount of \$20,000 to fund the Comenzando Bien program for the period beginning February 1, 2017 through December 31, 2017. Please include these items on the agenda for authorization, worded as follows:

- 1a.** Authorize Mayor, Harry Rilling, to execute any and all documents necessary to apply for and accept grant funds from the March of Dimes for the Comenzando Bien program for the period February 1, 2017 to December 31, 2017.
- 1b.** Authorize Mayor, Harry Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Comenzando Bien Program for the period February 1, 2017 to December 31, 2017.

Program Description: The Comenzando Bien Program is a bilingual prenatal program designed for use with pregnant women and their supports to teach them about maintaining a healthy pregnancy. This information is provided in a supportive group setting to present information on prenatal care, nutrition, stress, things to avoid during pregnancy, labor and birth, postpartum care and newborn care.

2. Putting on Aids

The Department of Health will work with the Stratford Health Department to administer the Putting on Aids program. Norwalk Health Department personnel will be trained by the Stratford Health Department staff. Funds to help offset the cost for home visits will be provided by the Stratford Health Department.

1a. Authorize Mayor, Harry Rilling, to execute any and all documents necessary to apply for and accept grant funds from the Town of Stratford Connecticut for the Putting on Airs Program for the period February 1, 2017 to August 31, 2017.

1b. Authorize Mayor, Harry Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Putting on Airs Program for the period February 1, 2017 to August 31, 2017.

Program Description: Childhood asthma is a manageable chronic disease. However asthma exacerbations often result in patients seeking care from their health care provider. In some instances there are trips to the emergency room and hospital admissions. The Putting on Airs program is an evidenced based educational program geared towards parents. Health Department personnel inspect the home to identify asthma triggers and then help parents understand actions they can take to improve the environment.

**THE PLANNING COMMITTEE
OF THE COMMON COUNCIL**

**125 East Avenue
P.O. Box 5125
Norwalk, CT 06856**

VII. B

TO: MEMBERS, NORWALK COMMON COUNCIL

FROM: SUSAN SWETZLER, SENIOR PROJECT MANAGER

RE: DEPARTMENT OF HOUSING CDBG-DR \$4M GRANT ASSISTANCE
FOR WASHINGTON VILLAGE PUBLIC INFRASTRUCTURE
IMPROVEMENTS

DATE: FEBRUARY 3, 2017

.....

The State of Connecticut Department of Housing (DOH) has awarded the City of Norwalk a financial assistance grant in the amount of \$4,000,000 for the completion of public infrastructure improvements associated with the Washington Village Choice Neighborhoods development with grant implementation and financial management undertaken by the Norwalk Redevelopment Agency. These improvements include utility work, sidewalks, curbing, streetscapes and lighting associated with the elevation of Day & Raymond Streets out of the flood plain.

ACTION REQUESTED: AUTHORIZE THE MAYOR, HARRY RILLING, TO EXECUTE ALL DOCUMENTS AS REQUIRED TO EXECUTE AND IMPLEMENT THE DOH-CDBG-DR \$4M WASHINGTON VILLAGE PUBLIC INFRASTRUCTURE IMPROVEMENTS GRANT.



VII. D

79 Elm Street • Hartford, CT 06106-5127

www.ct.gov/deep

Affirmative Action/Equal Opportunity Employer

December 14, 2016

The Honorable Harry W. Rilling
Office of the Mayor
125 East Avenue
Norwalk, CT 06851

Re: **City of Norwalk, 2016 Municipal Recycling Rewards Program**

Dear Mayor Rilling:

Enclosed for signature are 2 copies of a grant contract between the City of Norwalk and the Department of Energy and Environmental Protection providing funding for the project entitled "**2016 Municipal Recycling Rewards Program**". Each contract consists of a packet containing a signature page, standard administrative terms and conditions and Appendices containing at a minimum a Scope of Work and Schedule of Payments. This grant contract is in the amount of \$9,450, and will be in effect until June 30, 2018. The grant shall commence once executed by both Norwalk and CT DEEP. Work completed prior to execution date will not be eligible for reimbursement under this grant.

For timely contract approval, we request that the attached instructions be carefully executed as soon as possible.

We appreciate your cooperation and assistance. If you have any questions or problems concerning the contract approval process, please feel free to contact me at (860) 424-3250.

Sincerely,

s/Marianne Wisker
Fiscal Administrative Officer
Bureau of Materials Management
and Compliance Assurance

enclosures

Contract
Processing Instructions
Model Resolution/Incumbency Certification

Processing Instructions

1. Obtain a sealed and certified **signature resolution**, making sure that the contractor name identified in the contract is **identical** to that name listed in the signature resolution. If your facility does not have a corporate seal, please indicate this at the bottom of the resolution. Please note that the resolution must be signed by an individual other than the individual authorized to sign the contract, and all signatures must match the printed names exactly (including use of initials, etc.). The resolution must be approved on or before the date of contract signature. A model has been attached for your use.
2. If the Signature Resolution identifies only the title of the person authorized to sign the contract, but does not specify the individual's name, or is more than 30 days old, obtain a signed and sealed "**incumbency certification**" indicating that the person who signed the contract was the incumbent official on the date of the signing. A model has been attached for your use.
3. Have both contract signature pages (Personal Service Agreement form) signed by the official authorized in the resolution to execute contracts with the DEEP (sign only on spaces marked). Signatures must match typed names exactly. Be consistent with use of middle initials and any title such as Jr., III, etc.;

CHECK ONE:
 GRANT
 PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT 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 1-38 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

(1) ORIGINAL
 AMENDMENT

(2) IDENTIFICATION #s:
P.S. _____
P.O. _____

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

CONTRACTOR	(2) CONTRACTOR NAME City of Norwalk	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 125 East Avenue, Norwalk, CT 06851	CONTRACTOR PERMITS# 066011881F-001

STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Bureau of Materials Management and Compliance Assurance, 79 Elm Street, Hartford, CT 06106-5127	(6) Dept. No. DEP43930
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CONTRACT PERIOD	(7) DATE (FROM) THROUGH (TO) Date of Execution June 30, 2018	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NETHER
-----------------	--	--

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

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.
Appendix A consists of 3 pages numbered A-1 through A-3 inclusive.

Page 1 of 6

Standard Terms and Conditions are contained in Pages 2 through 6 and are attached hereto and made a part hereof.

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

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. Appendix B consists of 1 page numbered B-1.

Total Payments Not to Exceed the Maximum Amount of \$9,450.00.

(11) OBLIGATED AMOUNT
\$9,450.00

(12) Amount	(13) Dept	(14) Fund	(15) S/D	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CT 1	(21) Agency CT 2	(22) Account
\$9,450.00	DEP43930	12060	35169	03003	DEPAC003087060	155005	2017			56050
					Municipal and Regional Recycling Assistance					

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. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.)
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) X	TITLE X DATE X
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE Deputy Commissioner DATE

DISTRIBUTION: CONTRACTOR _____ AGENCY _____ FUNDS AVAILABLE: _____ DATE: _____

STANDARD TERMS AND CONDITIONS

(Rev 6-9-2015)

1. Executive Orders. This 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. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Roll, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Daniel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be 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 or DAS shall provide a copy of these orders to the Contractor.
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.
 - (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 cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS and the Client Agency all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. Contractor shall provide an annual electronic update of the 3 documents to the Client Agency and DAS on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
 - (f) 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) "Claim," the definition of which is: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

- (g) 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 below Twenty-five thousand dollars (\$25,000.00), by the authorized representative of the DLBP.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) 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 (MIBE) 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. Set Aside. State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.

12. 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.
13. Audit Requirements for Recipients of State Financial Assistance.
 For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
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 Department's 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. 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, this section shall govern.
17. 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.

18. **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.
19. **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.
20. **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.
21. **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 those 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.
22. **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.
23. **Confidential Information.** The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the 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 request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must 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. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no 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 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. In no event shall the Agency or the State have 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.
24. **Protection of Confidential Information.**
- 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.
 - 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 Agency 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 Agency 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 Agency 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 Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, 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 Covered Entity.
25. 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.
26. 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.
27. Tangible Personal Property.
- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

APPENDIX A
SCOPE OF WORK

Purpose: Contractor was awarded grant for its strong waste prevention, reuse, recycling and/or composting program. Grants are to be used towards advancing Contractor's waste diversion efforts through implementing new or enhancing existing solid waste and recycling programs. For a full list of reimbursable items and activities, see below.

Description: The Contractor agrees to conduct a project entitled: **2016 Municipal Recycling Rewards Program**

I. Items and Activities Eligible for Reimbursement: Contractor shall seek reimbursement through this contract for the following items and activities, unless otherwise approved by the Commissioner, for up to the contract amount listed in Appendix B.

- Unit-based pricing program implementation or consulting expenses
- Residential and curbside collection carts
 - Trash (must be 48 gallon size or smaller)
 - Recycling (must be larger size than trash)
 - Organics containers (curbside, backyard, or kitchen)
- Public space, outdoor, and/or workspace containers
- Outreach and education to residents or businesses
- Purchase and testing of environmentally preferred products
- Partnerships with businesses for sustainable recycling collection programs
- Materials reuse projects
- Waste prevention and reduction projects
- Organics diversion projects
- Recycling enforcement and technical assistance coordinators
- Waste audit or characterization study to assess potential for increased diversion
- Recycling equipment such as containers for source separated food waste; roll-offs for C&I; wood, carpet, clean gypsum, bulky rigid plastics; compactor for cardboard, single stream.
- School waste reduction or recycling assistance (must be district wide, approved by superintendent) (e.g., purchase reusable trays, dishes, utensils and dishwasher, composting program, water bottle filling stations, etc.)
- Update of municipal solid waste and recycling management plan to include zero waste and sustainable materials management
- Update of municipal recycling ordinance to:
 - reflect recent state wide changes in recycling requirements;
 - provide greater clarity regarding responsibility of landlords to provide for recycling services for tenants if they provide for trash services for tenants;
 - allow for unit-based pricing or managed collection to function in municipality; and/or
 - other modifications that enhance waste reduction and recycling efforts.
- IT related expenses for development of website or other tools for sustainable materials management
- Programs that incentivize waste prevention, reuse, and recycling or charge for excess trash
- Set-up and support of a "repair café"
- Local reuse, swap shack and materials exchange programs
- Development of model municipal or regional policies, contracts, or permit requirements

2. Publication of Materials: The Contractor must obtain written approval from DEEP's Bureau of Materials Management and Compliance Assurance prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

3. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or <mailto:deep.accommodations@ct.gov>

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

4. 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
Bureau of Materials Management and Compliance Assurance
Waste Engineering and Enforcement Division
Jennifer Weymouth, Environmental Analyst
79 Elm Street
Hartford, CT 06106-5127

All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

DEEP – Financial Management Division
Accounts Payable
79 Elm Street
Hartford, CT 06106-5127

5. Permits: No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor.

6. Project Summaries: Following Execution of this Contract, the Contractor shall provide summaries of project status to Jennifer Weymouth, Environmental Analyst, Waste Engineering and Enforcement Division, Bureau of Materials Management and Compliance Assurance once every six months during the time in which this Contract is in effect. Such summaries shall include a brief description indicating the work completed to date and the anticipated project completion date if different from the current Contract expiration date.

7. Extensions/Amendments: Normal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:

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

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing 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. If deemed acceptable, approval will be received in the form of a contract amendment.

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is Nine Thousand Four Hundred and Fifty Dollars (\$9,450.00).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

Contractor shall invoice CT DEEP for expenses listed in Appendix A Scope of Work not more frequently than monthly. Payments shall be processed contingent upon receipt of detailed invoices and copies of vendor invoices, subject to review and approval by DEEP. Final reimbursement following completion of Project to the Commissioner's satisfaction, review and approval of documentation demonstrating that all the elements of Appendix A have been met. Total sum of payments shall not exceed total Project costs.

Public Works Committee

Agenda item for February 7, 2017 meeting

Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments to the same as may be necessary to accept and implement the Connecticut Department of Energy and Environmental Protection grant for "2016 Municipal Recycling Rewards Program".



CITY OF NORWALK
Paul L. Sotnik, P.E.
Senior Civil Engineer
psotnik@norwalkct.org
P: 203-854-7891 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Bruce J. Chimento, P.E. – Director of Public Works
Lisa Burns, P.E. - Principal Engineer

CC: Lisa Burns, P.E. - Principal Engineer
Mike Yeosock, P.E. – Assistant Principal Engineer

FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer, D.P.W. *P.L.S.*

REF: Project TRF2015-1, Proposed Pavement Markings, Symbols & Legends at Various Locations

DATE: January 24, 2017

The Department of Public Works opened Bids for the above referenced Project on July 21, 2015. At that time only two companies submitted bids for the project and the Common Council approved awarding the contract to Safety Marking Inc. as the lowest responsible bidder. The Department is seeking to execute a second amendment to the current contract that Safety Marking Inc. has with the City in the amount of \$300,000.00.

In reviewing the approved 2016/2017 Capital budget funds for pavement markings and the large amount of new work that should be done, we are requesting the remainder of the available funds in the budget, \$300,000.00, be added to the contract so that more work can be done in 2017. In addition, there is also a quantity of pavement markings for Bicycle facilities that is to be done in 2017.

The Department is in receipt of a letter from Mr. Mark Kelly, the President of Safety Marking Inc. stating that they would be interested in executing a second amendment to their current contract and more importantly, that they will hold the bid prices from the 2015 contract. The Department feels that it would be in the best financial interest of the City to execute the second amendment, rather than putting the contract out to bid again for the following reasons.

- 1.) This type of work is specialty work that requires special equipment that most contractors don't have.

- 2.) There is very little competition since there are not many contractors in the State of Connecticut that perform this type of work. This is evidenced by the fact that we only received two bids when the contract was advertised in 2015.

Therefore, I would like to request that the following item be included on the Agenda for the February 7, 2017 Public Works Committee meeting for approval.

- 1.) Authorize the Mayor, Harry W. Rilling, to execute a second Amendment to the September 18, 2015 agreement with Safety Marking Inc. for Project TRF2015-1 Proposed Pavement Markings, Symbols & Legends at Various Locations for a sum not to exceed \$300,000.00.

Account No. 09-17-0421-5777-C0562

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

SMC
Safety Marking Inc.

Established 1973
An Equal Opportunity Employer M/F

"OUR REPUTATION IS BUILT ONE LINE AT A TIME."

January 19, 2017

CITY OF NORWALK
Dept of Public Works
125 East Avenue
Norwalk, CT 06856-5125
Attn: Paul Sotnik, PE, Sr Civil Engineer

RE: Project TRF2015-1 – Second Amendment to Contract

Dear Mr. Sotnik:

Safety Marking, Inc. will be pleased to execute a Second Amendment to the above referenced contract under the same prices, terms and conditions of the original contract. Thank you.

Very truly yours,



Mark Kelly
President

MK:css

Project Number: TRF2015-1

Bid Date: 7-21-15

Project Name: PROPOSED PAVEMENT MARKINGS, SYMBOLS & LEGENDS AT VARIOUS LOCATIONS

Item Number	Description	Quantity	Unit	Apparent Low Bidder			Second Bidder			Third Bidder			Engineer's Estimate	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount			
1210.1000	EPOXY RESIN PAVEMENT MARKING - 4" YELLOW	1,000.00	LF	\$0.50	\$500.00	\$0.23	\$225.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1210.1100	EPOXY RESIN PAVEMENT MARKINGS - 4" DOUBLE YELLOW	75,000.00	LF	\$0.43	\$32,250.00	\$0.45	\$33,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1210.2000	EPOXY RESIN PAVEMENT MARKINGS - 4" WHITE	55,000.00	LF	\$0.21	\$11,550.00	\$0.23	\$12,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1210.2300	EPOXY RESIN PAVEMENT MARKINGS - 12" WHITE	4,300.00	LF	\$1.97	\$8,465.00	\$2.40	\$10,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1210.3000	EPOXY RESIN PAVEMENT MARKINGS - SYMBOLS AND LEGENDS	3,000.00	SF	\$2.45	\$7,350.00	\$3.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1211.0000	REMOVAL OF PAVEMENT MARKINGS	1,000.00	SF	\$0.90	\$900.00	\$2.45	\$2,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
					\$60,165.00		\$65,475.00		\$0.00		\$0.00		\$0.00	

Apparent Low Bidder = Safety Marking, Inc. Bridgeport, CT

Second Bidder = Hi-Way Safety Systems, Inc. Rockland, MA

Third Bidder = N/A



111 Founders Plaza
Suite 1600
East Hartford, CT 06108
tel: 860-529-7615
fax: 860-290-7845

February 2, 2017

Ms. Lisa Burns, P.E.
Principal Engineer
City of Norwalk
Department of Public Works & Engineering
125 East Avenue
Norwalk, Connecticut 06851

Subject: Construction Coordination and Resident Project Representative Services
Washington Village Infrastructure
Community Development Block Grant Program (CDBG)

Dear Ms. Burns:

Thank you very much for asking us to consider supporting the City with CM and CEI oversight services for these two significant projects. CDM Smith has a long history of providing these services to municipalities including Norwalk. We have two professionals who are available immediately to execute the assignment both for the coordination of utility relocation and to provide field oversight services on the City's behalf. Joe Virgadula, our Construction Manager, will lead the effort focusing on utility coordination and overall execution of the services. Mike Mancini, who has extensive field experience, as well as Joe, will provide on-site representative services during the actual construction activities of the two projects. Project Management services will be provided as necessary. We have executed similar type assignments, not only for local municipalities including Norwalk, Greenwich, New Haven, Hartford, as well as other agencies including the MDC, and greater New Haven Water Pollution Control Authority. We also bring a strong track record of FEMA Disaster Recovery experience should you require any specific expertise related to FEMA and HUD funding.

Scope of Services

CDM Smith will support the City by providing Contractor/Developer/Utility coordination and Resident Project Representation Services, and if requested supporting engineering and environmental services associated with the subject project. CDM Smith will work in coordination with a City selected Construction Manager at Risk who will construct and coordinate the execution of the project. CDM Smith will assist the Construction Manager at Risk in the daily execution of the project as a Representative of the City providing communications conducive with the Department of Public Works.





Ms. Lisa Burns, P.E.

February 2, 2017

Page 2

CDM Smith through its Project Manager, Construction Manager and Resident Project Representatives will provide the following services.

- Participate with the Construction Manager at Risk in a review of the contract document for constructability, staying and coordinating of construction, utility relocation and various developer activities on adjacent parcels.
- Assist the City in the selection and procurement of a Construction Manager at Risk.
- Review Construction Manager at Risk and utility relocation schedules for coordination maintaining access and emergency vehicle requirements.
- Coordinate public outreach and information dissemination.
- Track and coordinate RFI and shop drawing responses by City staff. And the Engineer of Record.
- Review and approve request for payment and requisitions by Construction Manager at Risk and utility companies.
- Maintain a document control system using SharePoint.
- Coordinate and lead weekly Project Coordination meetings, document topics and action items.
- Review and recommend action on change orders, schedules and design changes.
- Monitor the Construction Manager at Risk, as-built documentation. Prepare as-builts from Construction Manager at Risk mark-ups using auto-CADD.
- Provide on-site resident project representative in accordance with attached Exhibit B.
- Provide supplemental engineering, design, environmental support as may be requested by the City.
- Provide monthly briefings to the City on the overall project schedule, quality of construction, issues and progress.





Ms. Lisa Burns, P.E.
February 2, 2017
Page 3

CDM Smith's Resident Project Representative with the services as outlined in attached Exhibit B. In addition, CDM Smith may at the request of the City provide when requested professional engineering, environmental and support services as may be requested from time to time by the City.

I have included the resumes of Mr. Virgadula and Mr. Mancini for your consideration. Hourly rates for these professionals as well as administrative, clerical and support services would be as follows:

Project Manager/Principal Civil Engineer	\$230 per hour
Construction Manager	\$175 per hour
On-Site Project Field Representative	\$115 per hour
Senior Engineering Support (if required)	\$156 per hour
Engineer (if required)	\$130 per hour
Administrative Services/Document Control	\$100 per hour

A budget estimate for services for the eighteen (18) months is as follows:

	Rate	Hours	Estimate
Project Manager/Principal Civil Engineer 7 hrs/wk avg	\$230	550	\$126,500
Construction Manager 20 hrs/wk avg	\$175	1560	\$273,000
Project Field Representative 30 hrs/wk avg	\$115	2300	\$264,500
Senior Engineer	\$156	120	\$18,720
Engineer	\$130	120	\$15,600
Clerical Admin	\$100	160	\$16,000
Document Control	\$100	300	\$30,000
TOTAL			\$744,320





Ms. Lisa Burns, P.E.
February 2, 2017
Page 4

Direct costs associated with material testing, lab testing sampling and geotechnical are assumed to be the responsibility of the Developer, CM or City. We have assumed both projects would be running concurrently.

Thank you for considering us for this assignment. We are available to commence work immediately upon receipt of an advanced Notice to Proceed and authorization to invoice while our contract is being prepared and executed. Please keep us informed regarding the schedule for up and coming items including the CM at Risk interviews and anticipated contractor start dates. We have received the materials you forwarded.

Very truly yours,

A handwritten signature in black ink that reads "Paul F. Schmidt".

Paul F. Schmidt, P.E.
Principal Civil Engineer/Client Service Leader
CDM Smith Inc.

Attachments: Exhibit B – Duties, Responsibilities and Limitation of Authority of the Resident Project Representative





111 Founders Plaza
Suite 1600
East Hartford, CT 06108
tel: 860-529-7615
fax: 860-290-7845

February 2, 2017

Ms. Lisa Burns, P.E.
Principal Engineer
City of Norwalk
Department of Public Works & Engineering
125 East Avenue
Norwalk, Connecticut 06851

Subject: The SoNo Collection
General Growth Partnership Development
West Avenue Construction Oversight Services and Resident Project Representative Services

Dear Ms. Burns:

Thank you very much for asking us to consider supporting the City with CM and CEI oversight services for these two significant projects. CDM Smith has a long history of providing these services to municipalities including Norwalk. We have two professionals who are available immediately to execute the assignment both for the coordination of utility relocation and to provide field oversight services on the City's behalf. Joe Virgadula, our Construction Manager, will lead the effort focusing on utility coordination and overall execution of the services. Mike Mancini, who has extensive field experience, as well as Joe, will provide on-site representative services during the actual construction activities of the two projects. Project Management services will be provided as necessary. We have executed similar type assignments, not only for local municipalities including Norwalk, Greenwich, New Haven, Hartford, as well as other agencies including the MDC, and greater New Haven Water Pollution Control Authority. We also bring a strong track record of FEMA Disaster Recovery experience should you require any specific expertise related to FEMA and HUD funding.

Scope of Services

CDM Smith will provide construction oversight and inspection services for the subject project. The services shall be direct at the Developer/Contractor's compliance with plans previously reviewed and approved for the construction and implementation of City/State owned facilities. These may include, but not be limited to improvements to streets, sidewalks, traffic signals, storm and sanitary sewers, street lighting, etc. CDM Smith will monitor the contractor compliance with approved plans, specifications, sequence of operations, staying and maintaining all protection of traffic requirements. CDM Smith's Manager, Construction Manager, and/or Resident Inspector will attend regularly





Ms. Lisa Burns, P.E.
February 2, 2017
Page 2

scheduled progress meetings representing the interest of the City and coordinate responses when necessary by the City staff. CDM Smith staff will provide the following:

- Coordination of approvals and RFI's and shop drawing reviews necessary by the Contractor from the City.
- Attendance at all Project Meetings.
- Coordinate and assist the City in reviewing field changes, RFI's and City responses to requests of the Contractor.
- Monitor Contractor schedule and advise the City of changes, delays, and change requests.
- Monitor Contractor preparation of record drawings.
- Monitor requests for payments and invoices requiring reimbursement by the City, advise on the validity of the request.
- Maintain SharePoint file of documentation between the Developer/Contractor, City and CDM Smith related to City required improvements.
- Monitor field and laboratory testing of materials related to City facilities. Assist the City in review and approvals according to specific requirements of the specifications.

CDM Smith's Resident Project Representative will comply with those services as outlined in attached Exhibit B. In addition, CDM Smith may at the request of the City provide when professional engineering, environmental and support services as may be requested from time to time by the City.

I have included the resumes of Mr. Virgadula and Mr. Mancini for your consideration. Hourly rates for these professionals as well as administrative and clerical support services would be as follows:

Project Manager/Principal Civil Engineer	\$230 per hour
Construction Manager	\$175 per hour
On-Site Project Field Representative	\$115 per hour
Senior Engineering Support (if required)	\$156 per hour
Engineer (if required)	\$130 per hour
Administrative Services/Document Control	\$100 per hour





Ms. Lisa Burns, P.E.
February 2, 2017
Page 3

A budget estimate for services for the eighteen (18) months is as follows:

	Rate	Hours	Estimate
Project Manager/Principal Civil Engineer 8 hrs/wk avg	\$230	435	\$100,050
Construction Manager 5 hrs/wk avg	\$175	380	\$66,500
Project Field Representative 10 hrs/wk avg	\$115	820	\$94,300
Senior Engineer	\$156	80	\$12,480
Engineer	\$130	80	\$10,400
Clerical Admin	\$100	80	\$8000
Document Control	\$100	130	\$8000
TOTAL			\$299,730

Direct costs associated with material testing, lab testing sampling and geotechnical are assumed to be the responsibility of the Developer, CM or City. We have assumed office space will be provided for our inspector and that all operation signal observations would be conducted by City Staff. We have assumed both projects will be running concurrently.

Thank you for considering us for this assignment. We are available to commence work immediately upon receipt of an advanced Notice to Proceed and authorization to invoice while our contract is being prepared and executed. Please keep us informed regarding the schedule for up and coming items including the CM at Risk interviews and anticipated contractor start dates. We have received the materials you forwarded.

Very truly yours,

Paul F. Schmidt, P.E.
Principal Civil Engineer/Client Service Leader
CDM Smith Inc.





Ms. Lisa Burns, P.E.
February 2, 2017
Page 4

Attachments: **Exhibit B – Duties, Responsibilities and Limitation of Authority of the Resident Project Representative**





Prep'd Date 11/22/2016 By JAR
 Ch'kd Date 11/22/2016 By JWB
 Town of Norwalk, CT
 Funds _____
 Town No. _____
 Project No. 23-1039
 Sheet No. 1 of 1

**Opinion of Probable Cost
for the Construction of**

Project Day & Raymond - Behind the Curb Work
Description Norwalk, CT **Final Design Submission**

	Building A	\$165,000
	Building B	\$319,000
	Total Opinion of Probable Cost	\$484,000

Notes/Assumptions:

1. Opinion of Probable Cost (OPC) for Trinity areas based on "Conformed Set" drawings dated 11/14/16.
2. OPC includes only hard construction costs - soft costs such as construction inspection/observation, construction administration, construction management costs, materials testing, etc. are not included.



Prep'd Date 11/22/2016 By JAR
 Ch'kd Date 11/22/2016 By JWB
 Town of Norwalk, CT
 Funds _____
 Town No. _____
 Project No. 23-1039
 Sheet No. 1 of 1

**Opinion of Probable Cost
 for the Construction of
 Building A - Behind Curb**

Project Description Norwalk, CT **Final Design Submission**
BASE CONTRACT
FROM STA _____ **TO STA** _____
A LENGTH _____ **FEET AS SHOWN ON THE PLANS** _____

No.	Item	Unit	Quantity	Price	Amount
201.0010	Clearing and Grubbing	LS	1	\$15,000.00	\$15,000
210.0000	Temporary Soil Erosion & Water Pollution Control	LS	1	\$5,000.00	\$5,000
406.2500	Full Depth Pavement Patch	SY	35	\$100.00	\$3,500
813.0410	Granite Curbing	LF	150	\$45.00	\$6,750
921.0010	Concrete Sidewalk	SF	1,600	\$12.00	\$19,200
921.0240	Precast Paver Sidewalk	SF	650	\$35.00	\$22,750
921.0990A	Flexi-Pave Surround	SF	160	\$25.00	\$4,000
924.0020	Concrete Driveway Ramp	CY	6	\$450.00	\$2,700
949.5780	Street Tree	Each	9	\$1,500.00	\$13,500
1003.5980	Decorative Light Pole and Foundation	Each	5	\$6,000.00	\$30,000
1008.1270	2" PVC Conduit in Trench - Street Lighting	LF	300	\$30.00	\$9,000
1012.0100	Electrical Wire for Street Lighting	LF	300	\$7.00	\$2,100
980.0000	Construction Staking (1%)	LS	1	\$1,335.00	\$1,335
971.0010	Maintenance and Protection of Traffic (5%)	LS	1	\$6,675.00	\$6,675
975.0030	Mobilization (5%)	LS	1	\$6,675.00	\$6,675
	Subtotal Roadway Costs				\$150,000
	10% Contingency				\$15,000
	Total Construction				\$165,000



Prep'd Date 11/2/2016 By JAR
 Ch'kd Date 11/2/2016 By JWB
 Town of Norwalk, CT
 Funds _____
 Town No. _____
 Project No. 23-1039
 Sheet No. 1 of 1

**Opinion of Probable Cost
 for the Construction of
 Building B - Behind Curb**

Project Description Norwalk, CT **Final Design Submission**
FROM STA _____ **TO STA** _____
A LENGTH _____ **FEET AS SHOWN ON THE PLANS** _____

BASE CONTRACT

No.	Item	Unit	Quantity	Price	Amount
201.0010	Clearing and Grubbing	LS	1	\$25,000.00	\$25,000
210.0000	Temporary Soil Erosion & Water Pollution Control	LS	1	\$5,000.00	\$5,000
921.0010	Concrete Sidewalk	SF	4,200	\$12.00	\$50,400
921.0240	Precast Paver Sidewalk	SF	1,400	\$35.00	\$49,000
921.0990A	Flexi-Pave Surround	SF	160	\$25.00	\$4,000
924.0020	Concrete Driveway Ramp	CY	6	\$450.00	\$2,700
949.5780	Street Tree	Each	16	\$1,500.00	\$24,000
1003.5980	Decorative Light Pole and Foundation	Each	12	\$6,000.00	\$72,000
1008.1270	2" PVC Conduit in Trench - Street Lighting	LF	550	\$30.00	\$16,500
1012.0100	Electrical Wire for Street Lighting	LF	550	\$7.00	\$3,850
980.0000	Construction Staking (1%)	LS	1	\$2,524.50	\$2,525
971.0010	Maintenance and Protection of Traffic (5%)	LS	1	\$12,622.50	\$12,623
975.0030	Mobilization (5%)	LS	1	\$12,622.50	\$12,623
	Subtotal Roadway Costs				\$290,000
	10% Contingency				\$29,000
	Total Construction				\$319,000

**MARITIME VILLAGE I LLC
c/o SPINNAKER REAL ESTATE PARTNERS LLC
1 NORTH WATER STREET, SUITE 100
SOUTH NORWALK, CT 06854**

November 8, 2016

Marizza Diaz
Assistant Civil Engineer
City of Norwalk – DPW
125 East Avenue, Rm 225
Norwalk, CT 06851

Re: 19 Day Street – Permit Application

Marizza,

Thank you for taking the time to preliminarily review this project and its plans a few weeks ago with me. Following that meeting we advanced the engineering plans and now respectfully submit them, along with the enclosed Permit Application and the attached Bond Estimate for your review and approval. We will issue the Surety Bond and Certificate of Insurance in accordance with DPW standards under separate cover and remit payment for any Permit Fees as soon as such amounts are confirmed.

As discussed, the plans submitted herein include two slightly different site, grading and landscaping plans. The first version, identified as "Phase I" assumes a temporary situation where this project must relate to existing right of way grade and roadway conditions. The second, identified as Phase II", incorporates the proposed roadway improvements per the Title & Bond plans prepared for the City / Redevelopment Agency. We minimized the alterations as much as possible. They include:

- Two temporary retaining walls in Phase I that allow the project to accommodate the site grading necessary to meet the existing grade in the right of way.
 - One retaining wall allows for a ramping of the surface parking lot
 - The second temporarily retains the southernmost curb cut / driveway until the grade in right of way adjacent to that driveway is elevated
 - Safety fencing for these temporary walls are included
- The concrete curb north of Building C is set right to the building in Phase I to accommodate two way traffic at this driveway / curb cut until the southernmost curb cut / drive can be used.
- We also assume the curbing and sidewalk in the right of way as asphalt until the permanent roadway improvements are made.
- Temporary exterior stairs are assumed for Building C and a permeant alteration to the Raymond Street entry stoop for Building B is incorporated into both plans. The additional

eight risers in this inset entry will be filled in and finished with a concrete walk once the city roadway improvements are made.

- Once the city roadway improvements are made, approximately 4,000 square feet of the asphalt parking lot would need to be removed, re-graded and re-paved, the curb north of Building C re-done and 3 catch basins and potentially one water vault would need to be re-set. The southernmost curb cut would be made and its grade would connect with the raised Day Street. Any temporary retaining walls, fencing, site signage will be removed.
- All utility work will remain unchanged with the exception of re-setting certain structures at new grades.

In addition to the Surety Bond estimate, I have included estimates for both the additional Phase I work as well as the required restoration work of Phase II. We hope to defer as much of this Phase I work as possible with the goal of coordinating with the timing of the roadway improvements and only having to implement Phase II plans but proactively planning for a situation where we cannot avoid Phase I we hope to reconcile these expenses with your office in an efficient and mutually beneficial manner.

Please also provide the amount of the Road Opening and Encroachment Permit Fees so we can remit payment as soon as possible.

Feel free to call (203-524-8916) or e-mail (matt@spinnep.com) to coordinate further or should you have any questions.

Sincerely,



Matthew Edvardson
Member

19 Day Street

Bond Estimate Work Within ROW

Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
Concrete Walk	2,400	SF	\$ 8.00	\$ 19,200.00
Catch Basin	1.00	EA	\$ 750.00	\$ 750.00
Pavement Repair	500.00	SF	\$ 15.00	\$ 7,500.00
Granite Curb	400	LF	\$ 30.00	\$ 12,000.00
Trees	9	EA	\$ 1,200.00	\$ 10,800.00
Estimated Total				\$ 50,250.00

Phase I Additional Expense

Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
Temporary Retaining Walls	450	SF	\$ 35.00	\$ 15,750.00
Temporary Railings @ Retaining Walls	125	LF	\$ 20.00	\$ 2,500.00
Temporary Asphalt Crub + Sidewalk	2,400	SF	\$ 6.00	\$ 14,400.00
Temporary Street Landscaping	9	EA	\$ 700.00	\$ 6,300.00
Temporary Access to Building C	3	EA	\$ 1,250.00	\$ 3,750.00
Temporary Site Signage	5	EA	\$ 250.00	\$ 1,250.00
Permanent Alteration to Raymond Street Entry	1	EA	\$ 4,500.00	\$ 4,500.00
Estimated Total				\$ 48,450.00

Phase II Restoration Expense

Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
Remove, Re-Grade, Re-Pave 4,000 SF Parking Lot	4,000	SF	\$ 6.50	\$ 26,000.00
Re-Set 3 Catch Basins	3	EA	\$ 750.00	\$ 2,250.00
Permanent Concrete Walk @ Street	2,400	SF	\$ 8.00	\$ 19,200.00
Permanent Granite Curb @ Street	400	LF	\$ 30.00	\$ 12,000.00
Permanent Street Landscaping	9	EA	\$ 1,200.00	\$ 10,800.00
Re-Set Water Vault	1	EA	\$ 1,250.00	\$ 1,250.00
Estimated Total				\$ 71,500.00

Escrow

Historical Commission
City of Norwalk
125 East Avenue
Norwalk, CT 06851

VII. E

January 25, 2017

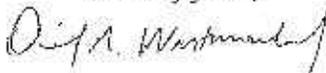
Land Use & Building Management
Common Council, City of Norwalk
125 East Avenue
Norwalk, CT 06850

Dear Committee Members:

The ten-year lease that was executed with the Historical Society for the Mill Hill Historic Park complex has expired. The lease contains two five-year renewal options. At the Historical Commission meeting on January 19th, the Commission approved renewing the lease for five years under the same terms as the existing lease.

Additionally, the Historical Commission terminated its lease of the Gate Lodge at Mathews Park with the Western Connecticut Convention and Visitors Bureau (WCCVB) after the state eliminated their funding and the organization closed. For several years now, the Fairfield County Cultural Alliance (FCCA) has occupied the majority of the Gate Lodge building as a sub-tenant. At the Historical Commission meeting on January 19th, the Commission approved offering the Fairfield County Cultural Alliance a five-year lease under similar terms as the previous lease to the WCCVB. The FCCA has been an excellent tenant and steward of our building, and will continue to pay the utility bills to keep the building operating. The FCCA promotes the events of cultural institutions in Fairfield County and provide tens of thousands of dollars' worth of free publicity for Norwalk based institutions as part of their mission.

Sincerely yours,



David G. Westmoreland
Chairman



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about us

Our Vision

Fairfield County is an environment rich in creativity and ingenuity. The Cultural Alliance of Fairfield County recognizes the region's diversity, distinctive resources and traditions and champions a future in which:

- **There are adequate resources to enable arts and cultural organizations and artists in all disciplines to flourish.**
- **Policy makers and business leaders understand that the creative economy is a key contributor to the community's economic prosperity, effective education and a civil society.**
- **Information about cultural opportunities throughout the region is easily accessed by citizens.**
- **Fairfield County as a whole is viewed as a cultural destination.**

Our Mission

The mission of the Cultural Alliance of Fairfield County is to support cultural organizations, artists and creative businesses by providing promotion, services and advocacy.

Our Goals Include:

- **Building professional capacity by linking cultural organizations, artists and creative businesses to capacity-building resources.**
- **Cultural marketing of Fairfield County cultural attractions.**
- **Advocacy to create a pro-active, unified voice for the cultural sector and establish vehicles for collective action.**

For more information about the services we offer click here.

Cultural Alliance of Fairfield County, Gate Lodge At Mathews Park, 301 West Avenue, Norwalk, CT 06850

203-256 2329 • info@culturalalliancecfc.org



Cultural Alliance OF FAIRFIELD COUNTY

OFFERING SERVICES TO STRENGTHEN THE ARTS AND CULTURE SECTOR

PROMOTION TO BUILD AUDIENCES

- Hosting FCBuzz.org—a regional website for arts and cultural events
- Producing the FCBuzz.org “e-buzz” weekly newsletter to deliver information to audiences
- Establishing media partnerships to promote member events

KNOWLEDGE TO ENHANCE PROFESSIONAL EXPERTISE

- Producing two weekly newsletters featuring professional opportunities for organizations and artists
- Presenting capacity building workshops and forums to support optimal organizational performance
- Offering the *Peer Advisor Network*—one-on-one affordable consulting support for organizations
- Offering *MAKE.ART.WORK, Career Strategies for Visual Artists*—in depth business skills training

NETWORKING TO STRENGTHEN PROFESSIONAL RELATIONS

- Convening quarterly *Executive Directors Network* meetings, for member directors
- Convening quarterly *Marketing Roundtable* meetings, for member marketing professionals
- Convening theatres, chorales, town arts councils, etc. to address specific issues as needed

COLLABORATION TO CONSERVE RESOURCES

- Building collaborative marketing opportunities that save members money
- Providing cross-promotional opportunities for members

ADVOCACY TO PROVIDE A STRONG VOICE

- Cultivating new opportunities by engaging in business, education, and community relationships
- Providing timely information about issues important to the arts and culture sector
- Building a *Trustees Network* to speak out in support of arts and culture
- Speaking on behalf of the arts and cultural sector in regional, state and national forums
- Conducting important research such as studies on the economic impact of arts and culture

Show Your Support Today!

Visit <http://culturalalliancefc.org/pages/donate.html>

Cultural Alliance of Fairfield County, Gate Lodge at Mathews Park, 301 West Ave, Norwalk CT 06850

For more information call: 203-256-2329 or visit www.CulturalAllianceFC.org



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 [Services](#) |
 [Resources](#) |
 [Donate](#) |
 [Contact Us](#)

supporters

The Cultural Alliance of Fairfield County is sponsored in part by:

Major Supporters

CT Department of Economic and Community Development
 CT Office of Culture & Tourism
 National Endowment for the Arts
 Fairfield County's Community Foundation

Corporate and Foundation

Adolph and Ruth Schnurmacher Foundation
 Berchem, Moses & Devlin, P.C.
 Bregman & Company, p.c.
 Cohen & Wolf, P.C.
 Computer SI
 EverSource
 Fairfield County Bank
 GE Foundation
 Hobbs, Inc.
 Meek Foundation
 New Canaan Community Foundation
 Purdue Pharma
 Rosco Laboratories
 Shipman & Goodwin, LLP
 Studio 2pt0
 Spinnaker Real Estate Partners, LLC
 Talbots
 Westport Resources

Media Partners

CTBites	Venu Magazine
Hamlet Hub	WAG Magazine
Moffly Media	WSHU Public Radio Group
	WPKN-FM Radio



NORWALK PUBLIC SCHOOLS
TECHNOLOGY DEPARTMENT
125 EAST AVENUE - ROOM 315
P.O. BOX 6001
NORWALK, CONNECTICUT 06852-6001
(203) 854-4149

Memorandum

TO: City of Norwalk, Members of the Land Use and Building Management Committee

C.C: Alan Lo

FROM: Ralph Valenzisi, Chief of Technology, Innovations and Partnerships- NPS

DATE: January 26, 2017

Re: Hyper-Converged Infrastructure Solution

To educate our children, our schools need access to current data for assessment and instruction. In regard to operations, we have been automating our systems for better efficiency. To complete these tasks, there is need to rapidly add servers, applications and expand storage. In order to meet the instructional and operational needs for the school system, we need to upgrade our current infrastructure

Norwalk Public Schools is looking to consolidate and streamline our current data and storage units, as well as our virtual server. The proposed Hyper-converged unit will serve these purposes. The unit will service all of the Norwalk Public Schools and Central Office internal data systems, servers and file storage and service all internal student and staff data, network servers and applications.

A Bid was dated on 11/4/2016. The Hyper-Converged Infrastructure Solution was approved by the ITT Advisory Committee on 12/7/2016 and we need an approval by the Land Use and Building Management Committee to purchase this unit through the Capital Budget.

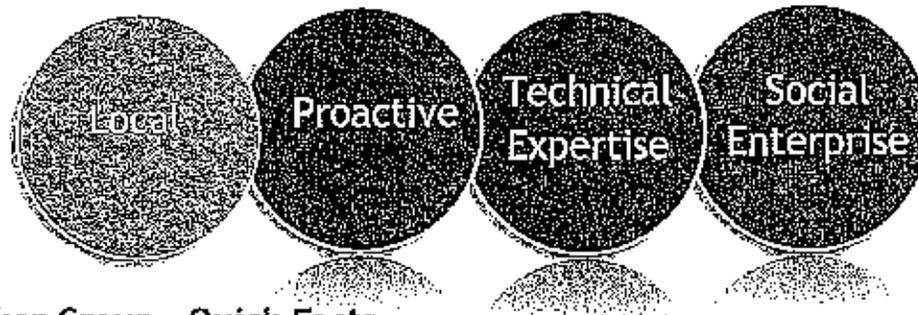
Authorize the Purchasing Agent to issue a purchase order to The Walker Group in an amount not to exceed \$69,439.34

Account# 0917-5010-5777-C0112

RFP Background

Norwalk Public Schools is looking to consolidate and streamline data and storage units and virtual server. One system is requested to provide all power and storage for multiple servers.

Why Walker?



The Walker Group - Quick Facts

- Incorporated since 1986
- Located in Farmington, CT
- Approximately 300 customers
- Employs 75 staff professionals
- Woman-owned business - certification# 2005114468
- Social Enterprise business model
- One-third of all profits are given to charitable organizations throughout CT

The Walker Group History and Corporate Structure

The Walker Group is a woman-owned business located in Farmington, CT and has been in business since 1986. The Walker Group currently employs 75 staff and is looking to double in size over the course of the next 5 years. Most notably, two-thirds of the Walker staff are licensed, certified engineers. The Walker Group boasts roughly 300 local area, small- to enterprise-sized clients in the non-profit, education, governmental, professional services and manufacturing space.

Uniquely, The Walker Group is set up as a Social Enterprise corporation. This means that one third of all profits are taken and distributed among the Connecticut community. This makes The Walker Group an IT company with a social mission and clearly sets us apart from our competition.

Lastly, Kate Emery, CEO of The Walker Group, worked with the State of Connecticut and the Governor to recognize Benefit Corporations in Connecticut. On October 1, 2014, Connecticut became the 26th state in the United States to recognize Benefit

corporations. The article can be found here: <http://www.courant.com/business/hc-social-enterprise-bill-1001-20141001-story.html>.

Company Service Offerings

The Walker Group is well versed in the following three (3) practice areas:



Infrastructure &
Advisory Services



Managed
Services



Digital Marketing
Solutions

1. **Infrastructure & Advisory Services:** This practice area focuses on network design, systems documentation, wireless, storage and networking, switching, virtualization, project build-out and implementation, disaster recovery testing, network security, hardware procurement and technology planning.
2. **Managed Services:** Our Managed Services practice offers a full call center team that provides support from 7AM to 7pm EST. For an additional fee, we are able to accommodate customers who have a need for after-hours support. In addition to our call center, we offer remote monitoring, proactive and preventive maintenance services and onsite support. All of these aforementioned items can be packaged or chosen a la carte.

As technology has changed and matured over the past few years, the need for cloud services has come into play and The Walker Group has adapted accordingly. The Walker Group provides Cloud services in the form of Infrastructure as a Service (IaaS) IT as a Service (ITaaS), Hosted Disaster Recovery and Co-Location services. The Walker Group has partnered with XAND for housing our data center, which is geographically positioned in Massachusetts.

3. **Digital Marketing Solutions:** The Walker Group understands that many important decisions go into building a website. Proper consultation, goals analysis and review, usability designing and website assessment play into shaping a website designed to increase your bottom line. Important factors as part of this build may include a mobile strategy, social media utilization and content management.

In summary, our three practice areas give our clients a large range of IT support to address current and future needs.

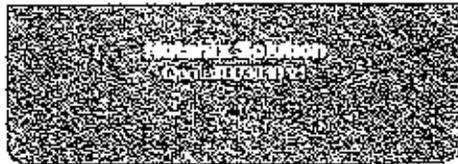
RESPONSE SHEET:

Hyper-converged Infrastructure Solution	\$ <u>39,517.56</u>
Implementation services	\$ <u>9,566.58</u>
One Year Support Services	\$ <u>7,538.97</u>
Total	\$ <u>56,623.11</u>
Alternate: Three year support services	\$ <u>20,355.20</u>

Submitted by: Melanie Jordan Melanie Jordan
(Printed name) (Signature)

Title: Sales Operations Specialist Date: 11/1/16

Telephone #: 860-678-3530



Nutanix Solution

Quote Information:

Quote #: 013030
 Version: 1
 Delivered: 11/01/2016
 Expires: 01/31/2017

Prepared for:

Norwalk Public Schools
 David Hopp
 125 East Avenue PO Box 6001
 Norwalk, CT 06852-6002
 dhopp@norwalkps.org
 (203) 854-4001

Prepared by:

The Walker Group
 Nicolette Martin
 (860) 678-3530 x387
 NMartin@thewalkergroup.com

One Year Support Option	Price	Qty	Ext. Price
NX-1365-G5-11230, 3 Node(s)	\$34,268.01	1	\$34,268.01
Intel Xeon Processor 2.4GHz 10-core Broadwell E5-2640 v4 25M Cache	\$0.00	6	\$0.00
16GB DDR4 Memory Module	\$0.00	24	\$0.00
6TB 3.5" HDD	\$0.00	6	\$0.00
10GbE Dual SFP+ Network Adapter	\$0.00	3	\$0.00
License, Pro entitlement for NX-1065-G5; Valid for life of device	\$1,749.85	3	\$5,249.55
No Cables	\$0.00	1	\$0.00
1.2TB 3.5" SSD	\$0.00	3	\$0.00
1YR Production 24/7 System support for Nutanix 1065-G5.	\$7,538.97	1	\$7,538.97
Nutanix Implementation Services Per Node New or Existing Environment DELIVERY: On-Site (T&E Separate) via Nutanix Services	\$1,842.11	3	\$5,526.33
Nutanix Services Time and Expense (T&E) Units DELIVERY: Via Nutanix Services	\$682.35	1	\$682.35
Nutanix V2V Migration Service DELIVERY: On-Site (T&E Separate) or Remote via Nutanix Services	\$631.58	5	\$3,157.90
One Year Support Option Subtotal			\$56,623.11

Three Year Support Option	Price	Qty	Ext. Price
NX-1365-G5-11230, 3 Node(s)	\$34,268.01	1	\$34,268.01
Intel Xeon Processor 2.4GHz 10-core Broadwell E5-2640 v4 25M Cache	\$0.00	6	\$0.00
16GB DDR4 Memory Module	\$0.00	24	\$0.00
6TB 3.5" HDD	\$0.00	6	\$0.00



Nutanix Solution

Quote Information:

Quote #: 003030
 Version: 1
 Delivered: 11/01/2016
 Expires: 01/31/2017

Prepared for:

Norwalk Public Schools
 David Hopp
 125 East Avenue PO Box 6001
 Norwalk, CT 06852-6002
 dave@norwalkps.org
 (203) 654-4001

Prepared by:

The Walker Group
 Nicolette Martin
 (860) 678-3530 x387
 NMartin@thewalkergroup.com

Item Description	Price	Qty	Ext. Price
Three Year Support Option			
10GbE Dual SFP+ Network Adapter	\$0.00	3	\$0.00
License, Pro entitlement for NX-1065-G5; Valid for life of device	\$1,749.85	3	\$5,249.55
No Cables	\$0.00	1	\$0.00
1.2TB 3.5" SSD	\$0.00	3	\$0.00
3YR Production 24/7 System support for Nutanix 1065-G5.	\$20,355.20	1	\$20,355.20
Nutanix Implementation Services Per Node New or Existing Environment DELIVERY: On-Site (T&E Separate) via Nutanix Services	\$1,842.11	3	\$5,526.33
Nutanix Services Time and Expense (T&E) Units DELIVERY: Via Nutanix Services	\$882.35	1	\$882.35
Nutanix V2V Migration Service DELIVERY: On-Site (T&E Separate) or Remote via Nutanix Services	\$631.58	3	\$1,894.74
*Three Year Support Option Optional Amount:			\$69,439.34

Shipping	Price	Qty	Ext. Price
Shipping & Handling	\$300.00	0	\$0.00

Quote Summary	Amount
One Year Support Option	\$56,623.11
Total	\$56,623.11

Optional Expenses	Amount
Three Year Support Option	\$69,439.34
Optional Subtotal	\$69,439.34

Upon sign-off of this quote, The Walker Group will provide an invoice for the hardware and software amount due (including taxes, if applicable). Once payment has been received, ordering will proceed.

Signature _____

Date _____

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

VII.F

PLEASE PRINT

ORGANIZATION NAME: Norwalk Police Emerald Society PERSONAL/FAMILY ASSOCIATION/CLUB COMPANY/BUSINESS NAME OF CORPORATE
OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Karen Doyle Lyons TITLE: Committee
YOUR NAME: Karen Doyle Lyons TITLE: Committee
ADDRESS: 125 East Avenue, Rm 102 E-MAIL ADDRESS: KLyons@Norwalkct
CITY: Norwalk STATE: CT ZIP CODE: 06851
HOME PHONE: 203-846-9488 BUSINESS PHONE: 203-854-7764 CELL PHONE: 203-858-9024

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Hets Park Roadway NUMBER OF PARTICIPANTS: _____
EVENT: St. Patrick's Day Parade DATE REQUESTED: 3/11/17 (Rain date 3/17/17)
SET UP TIME: 9 AM STARTING TIME: 11 AM ENDTIME: 12 Noon RAIN DATE: 3/17/17
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES _____ NO X
ARE YOU SERVING FOOD: YES _____ NO X

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES (NO)
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES (NO)
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES (NO)

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES _____ NO X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO X
If yes, name of person(s) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

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

APPLICANT'S SIGNATURE: Karen Doyle Lyons DATE: 4/1/17

OFFICE USE ONLY
RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
COMMON COUNCIL APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
DIRECTOR'S SIGNATURE: _____ DATE: _____
(Signature required)

Date to Committee: 2/8/17
Approved: _____
Date to CC: _____

**NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM**

PLEASE PRINT

ORGANIZATION NAME: Norwalk YMCA Camp Sunrise PERSONAL/FAMILY ASSOCIATION/CLUB COMPANY/BUSINESS

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Robert McDowell TITLE: CEO

YOUR NAME: Desiree Edwards TITLE: Director

ADDRESS: 404 Danbury Rd E-MAIL ADDRESS: dedwards@riverbrookymca.org

CITY: Wilton STATE: CT ZIP CODE: 06897

HOME PHONE: 203-820-1717 BUSINESS PHONE: 203-762-8384 CELL PHONE: 203-762-8384

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Silvermine Elementary (grounds) (outside) (daily up to 70)

NUMBER OF PARTICIPANTS: not to exceed 150

EVENT: Summer Camp DATE REQUESTED: 6/19/16 - 8/25/16 (10 weeks) Summer Camp

SET UP TIME: 7:30 AM STARTING TIME: 7:30 AM END TIME: 6:00 PM RAIN DATE: _____

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSTON)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES _____ NO

ARE YOU SERVING FOOD? YES _____ NO

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES NO

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES NO

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEE ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES _____ NO IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

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

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

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

APPLICANT'S SIGNATURE: Desiree Edwards DATE: _____

FOR OFFICE USE ONLY

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

COMMON COUNCIL APPROVAL: YES _____ NO _____ N/A _____ DATE: _____

DIRECTOR'S SIGNATURE: _____ DATE: _____

(Signature required)

Date to Committee: 2/8/17

Entered into Calendar: _____

Deposit Received: _____

Insurance Received: _____

Entered into RecTrac: _____

**NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM**

PLEASE PRINT

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS NAME OF CORPORATE

ORGANIZATION NAME: Alzheimer's Association CT Chapter
 OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Deborah deKoff TITLE: State wide walk director
 YOUR NAME: Tori Vigorito TITLE: Walk manager
 ADDRESS: 607 main ave E-MAIL ADDRESS: tvigorito@alz.org
 CITY: Norwalk STATE: CT ZIP CODE: 06851
 HOME PHONE: _____ BUSINESS PHONE: 860-828-2821 CELL PHONE: 860-830-6981

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Calf pasture Beach NUMBER OF PARTICIPANTS: 1,500 +/-
 EVENT: Walk to End Alzheimers DATE REQUESTED: Sunday, October 8th
 SET UP TIME: 6:01 AM STARTING TIME: 7:00 AM ENDTIME: 2:00 PM RAIN DATE: _____
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES _____ NO

ARE YOU SERVING FOOD: YES NO _____ pre-packaged

ARE YOU REQUESTING A TENT? YES ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; ETC. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES NO _____
 ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES NO _____
 ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES NO _____

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES _____ NO IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO
 (If yes, name of person(s) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

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

APPLICANT'S SIGNATURE: [Signature] DATE: 12/16/16

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
 COMMON COUNCIL APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
 DIRECTOR'S SIGNATURE: _____ DATE: _____
(Signature required)

Date to Committee: 2/18/17
 Approved: _____
 Date to CC: _____

NORWALK RECREATION & PARKS DEPARTMENT FACILITY APPLICATION FORM

PLEASE PRINT

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS NAME OF CORPORATE

ORGANIZATION NAME: Triangle Community Center
 OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Anthony Crisci TITLE: Executive Director
 YOUR NAME: Anthony Crisci Crisci TITLE: Executive Director
 ADDRESS: 618 West Ave, Ste 205 E-MAIL ADDRESS: acrisci@trianglecenter.org
 CITY: Norwalk STATE: CT ZIP CODE: 06850
 HOME PHONE: _____ BUSINESS PHONE: 203-853-0666 CELL PHONE: 203-981-2345

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Matheson Park NUMBER OF PARTICIPANTS: 1500
 EVENT: Pride in the Park DATE REQUESTED: June 3rd OR 10th
 SET UP TIME: 7am STARTING TIME: 12 pm ENDTIME: 9 pm RAIN DATE: see above
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES NO
 ARE YOU SERVING FOOD? YES NO

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES NO
 ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES NO
 ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEE'S ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES NO IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES NO
 If yes, name of person(s) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

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

APPLICANT'S SIGNATURE: [Signature] DATE: 1/10/17

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
 COMMON COUNCIL APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
 DIRECTOR'S SIGNATURE: _____ DATE: _____

(Signature required)

Date to Committee: 2/8/17
 Approved: _____
 Date to CC: _____

**NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM**

PLEASE PRINT

ORGANIZATION NAME: JDRF PERSONAL/FAMILY ASSOCIATION/CLUB Non-profit
 NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Margie Ostrower TITLE: Executive Director
 YOUR NAME: Daryl Woolsey TITLE: Development Director
 ADDRESS: 200 Connecticut Ave. Suite 4E E-MAIL ADDRESS: dwoolsey@jdrf.org
 CITY: Norwalk STATE: CT ZIP CODE: 06854
 HOME PHONE: _____ BUSINESS PHONE: 203-854-0658 CELL PHONE: _____

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Brien McMahon High School / Brock Casapiozide Field & Baseball Field NUMBER OF PARTICIPANTS: 1,000
 EVENT: One Walk, Norwalk DATE REQUESTED: Sunday, October 29, 2017
 SET UP TIME: 6:00 am STARTING TIME: 8:30 am ENDTIME: 12:30 pm RAIN DATE: N/A
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES _____ NO X
 ARE YOU SERVING FOOD: YES X NO _____

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES NO
 ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES NO
 ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED
 DEPOSIT/FEE'S ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES _____ NO X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO X
 If yes, name of person(s) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

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

APPLICANT'S SIGNATURE: Daryl Woolsey DATE: 1/26/17

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
 COMMON COUNCIL APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
 DIRECTOR'S SIGNATURE: _____ DATE: _____
(Signature required)

Joe - 203 981 3005

pay
stay marker
clean up

Date to Committee: 2/8/17
 Entered into Calendar: _____
 Deposit Received: _____
 Insurance Received: _____
 Entered into RecTrac: _____

203-979-4232 Mobile

SoNo Ice House LLC
300 Wilson Ave. Norwalk, CT 06854

On Jan 23, 2017, at 3:20 PM, Alarcon, Irene <IALARCON@norwalkct.org> wrote:

Mr. Hughes, I just realized that the certificate of insurance you provided is for The Rinks at Veterans Park LLC.

However, the license agreement is with THE RINK AT HARBOR POINT, LLC.

The City of Norwalk requires the Insured name in the certificate to match the name in the license agreement.

Please email me as soon as possible a certificate for The Rink at Harbor Point, LLC, the additional insured endorsement naming the City of Norwalk as additional insured on all policies, and the waiver of subrogation on all policies.

I would appreciate your prompt attention to comply with this requirement.

Irene Alarcon

Senior Legal Secretary, Office of Corporation Counsel
125 East Avenue, PO Box 6125, Norwalk, CT 06856-6125
Tel. 203-854-7906 Fax 203-854-7901
<image001.png>

Mocchia, Mike

From: Alarcon, Irene
Sent: Monday, January 23, 2017 3:50 PM
To: Mocchia, Mike
Cc: Beltz-Jacobson, Diane
Subject: Agreement with the City of Norwalk - Ice-Skating Rink at Veterans Park

Mike, please see emails below. Therefore, an assignment and assumption of the agreement must be approved by the Common Council.

Suggested language:

Approval of the assignment of the License Agreement by and between the City of Norwalk and The Rink at Harbor Point, LLC dated May 16, 2017 to The Rinks at Veterans Park, LLC, and authorize the Mayor, Harry W. Rilling, to execute a Consent to Assignment document evidencing the City's Consent to Assignment and Assumption of the written License Agreement.

If you have any questions, please contact Diane.

Thank you.

Irene Alarcon

Senior Legal Secretary, Office of Corporation Counsel
126 East Avenue, PO Box 5126, Norwalk, CT 06856-5126
Tel. 203-854-7906 Fax 203-854-7901



From: Ryan Hughes [<mailto:ryan@sonoicehouse.com>]
Sent: Monday, January 23, 2017 3:23 PM
To: Alarcon, Irene; Francine Email
Subject: Re: Agreement with the City of Norwalk - Ice-Skating Rink at Veterans Park

Irene,

We changed the name of the LLC from harbor point to the rinks at veterans park. I'm traveling this week. Francine can help with any documents you require.

Thank you.

Ryan Hughes
Managing Partner
ryan@sonoicehouse.com

www.sonoicehouse.com

[203-956-0255](tel:203-956-0255)