

HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE
MEETING AGENDA
June 27, 2019
7:00 PM, ROOM 231 City Hall

- I. Welcome and Roll Call
- II. Approval of May 23, 2019 Minutes
- III. Public Participation
- IV. New Business

Action Items

Early Childhood

- 1. Authorize the Mayor, Harry W. Rilling, to execute a subgrant agreement between the City of Norwalk and Trinity CDC, Inc. for the provision of child care services in accordance with the office of Early Childhood Purchase of Service Contract # 18OECCDC01NWK.

Youth Services

- 2. Authorize the Mayor, Harry W. Rilling, to sign an amendment to the "Agreement by and between City of Norwalk and Town of Weston for Juvenile Review Board Services" to auto-renew the agreement each July 1st for a one year period, so long as all other terms of the agreement remain the same.

Discussion Items:

- 1. Crime Tracking
- 2. Enforcement/Customer Service
- 3. Measles

**CITY OF NORWALK
HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE
REGULAR MEETING
MAY 23, 2019**

ATTENDANCE: Nick Sacchinelli, Chair; Colin Hosten, George Tsiranides, Chris Yerinides

OTHERS: Deanna D'Amore, Health Department; Michael Wrinn, Planning & Zoning; Diane Lauricella

CALL TO ORDER

Mr. Sacchinelli called the meeting order at 7:14 p.m.

WELCOME AND ROLL CALL.

The Committee members introduced themselves to those present. A quorum was present.

PUBLIC PARTICIPATION

Ms. Diane Lauricella addressed the Committee and stated that she had to leave as soon as she finished her comments because she had another commitment. She thanked the Committee for allowing the public to speak. She suggested a clarification for the minutes on page 4 and said that she was referring to Ms. Donna King and wanted this made clear for the record because there were a number of City employees with the last name of King.

Ms. Lauricella thanked the Committee for paying attention to the issue of rock crushing. She wanted to make sure that the City ensures that all of the enforcement is laid out in writing. Ms. Lauricella said that she has noticed that it was an afterthought in some of the Health, Welfare and Safety issues because issues like noise need to be addressed in advance.

She said that dust control was important and adding it to the permitting form would be good. Asking the contractor if they have water available or what their dust control measures would be on the form will help the City avoid any dust control problems in advance.

Regarding the issue of flooding, Ms. Lauricella asked the Committee to consider her comments from the March minutes regarding the different type of measures that can be used to control flooding. She said that she would be talking to Mr. Carr and others about

the need for green rooftops using light materials, along with vegetative buffers that slow down the quantity of the water and clean up the water quality.

Ms. Lauricella requested that the Committee also review the dust control because summer is coming up. She said that the Committee would be rock stars if they would consider passing an across the board requirement for proper covers for all sand piles throughout the City instead of doing it site by site. Many of her fellow advocates are exhausted from bringing this issue to the Committee's attention regarding the construction contractors in both the City jobs and the private jobs. This would ensure that everyone would know this had to be done and was part of the cost of doing business rather than having to constantly look at what is happening at various sites.

She thanked the Committee for their time and reiterated that she had to go to another meeting. She added that if the Committee had any questions, they could always call or email her. She said that she would be happy to help them out with any questions.

Mr. Sacchinelli thanked Ms. Lauricella for her comments.

APPROVAL OF MARCH 28, 2019 MINUTES

Mr. Sacchinelli said that he had allowed Ms. Lauricella to speak first because of her correction to the minutes.

**** MR. YERINIDES MOVED THE MINUTES OF MARCH 28, 2019.**

The following correction was noted:

Ms. D'Amore noted the correction Ms. Lauricella had requested.

**** THE MOTION TO APPROVE THE MARCH 28, 2019 MINUTES AS CORRECTED PASSED WITH THREE (3) IN FAVOR (SACCHINELLI, TSIRANIDES AND YERINIDES) AND ONE (1) ABSTENTION (HOSTEN).**

OLD BUSINESS

Discussion Items

1. Rock Crushing

Mr. Sacchinelli said that they had discussed improving the rock crushing issues previously and made some recommendations which were included in the informational packet. Mr. Sacchinelli said that they could move this to an action item if everyone was in agreement.

It was pointed out that the amount of rock crushing that happens at construction sites was relatively low. Usually rock crushing plays a role when there is a demolition of a building. Sometimes the contractors take the material off site while other times it remains onsite. This will prevent it from being taking offsite. This could also raise an issue if a contractor demolishes a building and ends up with too much material. Usually it would be loaded onto dump trucks in large chunks and taken elsewhere. The bottom line is that it will be an enforcement issue.

The discussion moved to whether the City would be able to issue a fine if it becomes an ordinance. It was pointed out that the highest fine that the City could impose was \$250.00 due to State statute. Mr. Sacchinelli suggested that they could send this to the Ordinance Committee with a recommendation regarding the fine. Another Committee member noted that Mr. Ireland in the Building Department could shut the site down and someone else noted that the Health Department could also do the same. Ms. D'Amore pointed out that a violation from the Health Department would include a timeframe for correction.

Mr. Sacchinelli suggested that they forward this item to Ordinance with a suggestion regarding the fines and also make a recommendation that it be reviewed regarding whether the City could shut down an operation. Ms. D'Amore said that she would speak to Atty. Candela about the fines.

**** MR. YERINIDES MOVED TO AMEND THE AGENDA TO MOVE THE ROCK CRUSHING DISCUSSION TO AN ACTION ITEM.
** THE MOTION PASSED UNANIMOUSLY.**

**** A MOTION WAS MADE TO SEND THE ISSUE OF ROCK CRUSHING FORWARD TO THE ORDINANCE COMMITTEE.
** THE MOTION PASSED UNANIMOUSLY.**

2. Flood Improvements

Mr. Sacchinelli said that the Committee wanted to have a follow up about the public aspect of things. Ms. D'Amore said that there would be a public listening session about flooding in the Community Room on May 28th. The public will hear about any improvements that have been made and also have the opportunity to speak about their concerns.

Mr. Sacchinelli said that the residents who had come to speak to the Committee previously have all had their issues addressed. Plans are being drawn up for dredging one of the retention ponds to prevent flooding. Mr. Tsiranides said a priorities list was being created and aggressive cleaning of the drainage systems was underway. Mr. Sacchinelli said a video of the forced water pump cleaning out one of the drains was posted on the Norwalk Facebook page. Many of the problem areas have been addressed. There are

other areas that will be addressed via an overall Engineering Plan, but it has to start with dredging. The run off ponds that were created to contain the water now have such a build up of sediments that the sediment blocks the inlets and outlets. This has to be approached cautiously so as to not cause a negative impact in other areas. Mr. Sacchinelli said that he just wanted to update the Committee.

The discussion moved to the areas in South Norwalk where the Redevelopment Agency was creating new housing near areas known to flood. Having green roofs mandated by Zoning would help.

Mr. Sacchinelli said that he had spoke with DPW and that the Committee would be having periodic joint meetings with DPW in order to take a more unified approach. He said that many of the things that are public safety concerns are impacted by DPW. There also may be some changes base on the new reorganization of the City Committees. He went on to give the details. Mr. Sacchinelli said that he thought the joint meetings would be done quarterly.

A question was asked as to whether the Committee was aware of the flooding issues before the residents came to the Committee. Mr. Sacchinelli said that there is tracking of issues that comes to the Customer Service lines and are given to DPW. The issues that were impacting residents were also areas where there had been mitigation plans underway.

Mr. Sacchinelli said that before they adjourn, he would like to consider the next agenda. He asked if the Committee members wished to consider a Dust Control issue. This was agreeable to all. Mr. Sacchinelli asked if the Committee members were interested in discussing the enforcement issues such as fines, and other details. He also asked whether Customer Service should be more mobile in terms of site checks. This would require someone who was able to go and levy fines and be reactive. Discussion followed. This was agreeable to all. Ms. D'Amore said that she could speak to Ms. Laoise King about coming to discuss the matter.

Mr. Hosten asked about measles vaccinations rates. Ms. D'Amore said she could present data on rates at the next meeting. Ms. D'Amore said that her department has a childhood immunization program where staff follow up with families whose children have fallen behind the recommended vaccine schedule.

The discussion moved to CompStat reports. There have been repeated calls from residents because an area nearby them is a known drug hangout and the police don't seem to be able to break it up. The question was whether the Committee could do anything to help the residents who feel that they can't even go outside. Mr. Sacchinelli said that this would be how the City tracks these issues and how they pursue it. the focus would be drug sales and how it could lead to violence, particularly with residents feeling intimidated. Ms. D'Amore said that she could reach out to the Police Chief about this.

Mr. Sacchinelli said he would like to have an event around a Zombie Apocalypse around Halloween that would address all public health and safety issues would be fun for the youth. That would get kids involved.

ADJOURNMENT

**** MR. TSIRANIDES MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:49 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services



TO: Members of the Health, Welfare and Public Safety Committee
FROM: Mary Oster, Early Childhood Coordinator
SUBJECT: Child Daycare Contract-Connecticut Office of Early Childhood
DATE: June 3, 2019

In August 2018, the Norwalk Common Council authorized the Mayor to sign any and all documents related to the Child Daycare Contract with the Connecticut Office of Early Childhood. The grant period is 7/1/2018-6/30/2020 in the amount of \$3,085,065.84.

This funding is used by approved subcontractors to provide high-quality Toddler and Preschool care to qualifying families in Norwalk. The programs are licensed by the State of Connecticut Office of Early Childhood Licensing Division and adhere to all the reporting and monitoring requirements within the grant. The Early Childhood Coordinator monitors for compliance and quality as required by the grant. Currently, the subcontractors are Odyssey Learning, Inc. at Nathaniel Ely Center, Stepping Stones Museum for Children, Inc., Connecticut Institute for Communities, Inc. (Head Start) at Nathaniel Ely Center, Inc. and Growing Seeds Too Child Development Center, Inc. at Ben Franklin Center.

In order to accommodate more toddler spaces, we are seeking approval to add an additional subcontractor, Trinity CDC located at 2 Trinity Place. (Business name-Growing Seeds). This program has been a preschool provider and receives funding under the School Readiness grant. The second Growing Seeds location in the Ben Franklin Center has been a subcontractor under the Child Daycare Contract for 2 years. Adding the new subcontractor will allow us an additional 12 much-needed toddler spaces.

Action to be taken:

1. Authorize the Mayor, Harry W. Rilling, to execute a subgrant agreement between the City of Norwalk and Trinity CDC, Inc. for the provision of child care services in accordance with the office of Early Childhood Purchase of Service Contract # 18OECDC01NWK.

**AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
TOWN OF WESTON
FOR JUVENILE REVIEW BOARD SERVICES**

THIS AGREEMENT entered into on the 12th day of July, 2018, by and between the **CITY OF NORWALK**, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized, hereinafter called "Norwalk," and the **TOWN OF WESTON**, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by Christopher Spaulding, its First Selectman, duly authorized, hereinafter referred to as "Weston."

W I T N E S S E T H

WHEREAS, Norwalk, operates the Norwalk Juvenile Review Board, which provides a positive alternative to the juvenile criminal justice system for children and their families; and

WHEREAS, the parties have agreed to terms and conditions pursuant to which Norwalk will make available to Weston, its Juvenile Review Board's program and related services for the benefit of Weston youth and their families.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The term of this Agreement shall commence July 1, 2018 and continue until June 30, 2019, unless earlier terminated by

either party, as set forth herein or extended by mutual agreement. In the event that the parties wish to extend this Agreement, they shall execute a written amendment, setting forth the terms and conditions of the extension prior to June 30, 2019. Either party can also terminate this Agreement at any time for any or no reason, by giving fifteen (15) days prior written notice to the other. Such notice shall specify the effective date of termination and be delivered to the addressees listed herein.

2. A. Norwalk agrees to provide the services of its Juvenile Review Board (hereinafter, the "Board") to perform client intake, assessment, case management, and other direct services generally offered by the Board under its programs. Such services will be provided for individuals and families, who are residents of Weston and identified and referred by Weston. Norwalk will dedicate a total of four (4) hours of staff time per week to provide such services for up to twelve (12) cases during any one year term hereof.

B. The respective responsibilities of the parties with regard to the individuals and families referred to Norwalk are outlined in the attached **Exhibit A**. Weston agrees to assist and cooperate with Norwalk for the benefit of the clients referred and the program and services offered.

C. Norwalk will also make available to Weston its "intervention" services, offered by its Youth Services Department, in accordance with the terms of this Agreement. Such services shall include counseling, youth development and aggression replacement training programs (also known as "anger management"). A determination of appropriateness of such services and the scope of the services offered in each case will be made on an individual basis by the Norwalk Director of Youth Services.

3. The above services will be made available to Weston based on a schedule approved by the Norwalk Juvenile Review Board and the Director of Norwalk Youth Services.

4. The fees for the above services rendered by Norwalk hereunder shall be a total of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** for the full twelve (12) month term of July 1, 2018 through June 30, 2019. The total fees are payable either 100% upfront at the commencement of this Agreement or in two equal installments due on July 1, 2018 and January 2, 2019. All fees shall be non-refundable.

5. All documents and reports, including the intake form, case notes and other related information, generated in connection with Norwalk's services shall be retained in Norwalk and subject to applicable rules of confidentiality.

6. Norwalk shall provide quarterly reports to Weston,

setting out the services rendered pursuant to this Agreement. Such report shall include information on the number of cases opened, the types of services rendered, and hours spent related to services rendered on behalf of Weston, including the days and times of performance.

7. Weston agrees to work cooperatively with and to support and assist the role of the Juvenile Review Board hereunder. This includes compliance with any reasonable requests for information or documentation related to clients referred and services performed hereunder. Additionally, Weston shall be responsible for providing to Norwalk's Director of Youth Services any information or documentation reasonably requested in connection with the services to be performed hereunder.

8. Norwalk will accept requests for services from Weston through its Youth Services Department or its designee and will schedule intake and other services according to applicable Norwalk protocols.

9. The parties mutually agree to indemnify, defend and hold harmless each other and their respective officials, agents, volunteers, representatives and employees, from and against any and all claims, including third party claims, damages, losses, litigation and expenses (including reasonable attorneys' fees),

arising out of or in connection with this Agreement or the services or program offered hereunder.

10. The parties understand and acknowledge that the services to be performed hereunder by Norwalk, its Juvenile Review Board and its Department of Youth Services, shall be considered performed as independent contractor services.

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

To Norwalk: David Walenczyk
Director of Youth Services
City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

To Weston: Jonathan Luiz, Town Administrator
Town Hall
56 Norfield Road
Weston, CT 06883

The parties hereby represent to each other as follows:

That they each have complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

That this Agreement is duly executed and delivered by an authorized municipal officer in accordance with such officer's

powers and authority and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

IN WITNESS WHEREOF, the Agreement has been executed in four (4) counterparts and seals affixed the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

[Signature]
Witness
[Signature]
Witness

CITY OF NORWALK, CONNECTICUT

By: [Signature]
Harry W. Rilling
Its Mayor
Duly Authorized

Date Signed: 7/12/18

Signed, Sealed and Delivered in the Presence of:

RDevene Randi Devene
Witness
[Signature] Mike Regus
Witness

TOWN OF WESTON, CONNECTICUT

By: [Signature]
Christopher Spaulding
Its First Selectman
Duly Authorized

Date Signed: 7-10-18

Certified by [Signature]

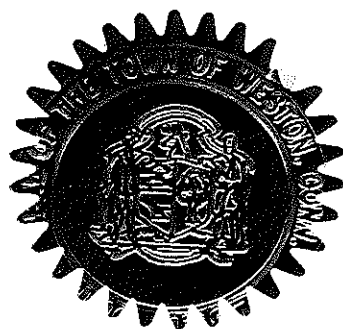


EXHIBIT A

Norwalk Youth Services shall provide the following in fulfillment of the Juvenile Review Board (JRB) Agreement:

- Client intake and assessment services.
- Client case management (liaison with all service providers, insure fulfillment of Client-JRB contract).
- Facilitation of JRB hearing and coordination of JRB Panel participants.
- Provision of a minimum of 4 hours of staff time per week for all JRB related duties.
- Liaison with local juvenile Court as necessary related to referred JRB clients.
- Allow access to the same, in-house services provided by Norwalk Youth Services to Norwalk JRB clients deemed relevant for JRB clients referred by this agreement. Examples are Counseling, Youth Development Programming, Anger Management Groups.
- Provision of a quarterly report detailing the number of cases opened, currently under case management, the types of services rendered, and hours expended related to this agreement during that period.

The Town of Weston shall be responsible for the following in the fulfillment of the Juvenile Review Board (JRB) Agreement:

- Designate a referral point of contact for all cases referred for JRB services.
- Provide any documentation (such as a police summons) and information related to the youth referred for services.
- Provide panel staff, at their discretion, to represent the case being referred, i.e. a Weston Police Department member, or Weston Youth Services staff member.
- Referral point of contact shall liaison and coordinate all services with Norwalk Youth Services JRB staff.
- Promptly process invoices submitted for payment (30 days) for services rendered.