

**COMMON COUNCIL ACTION JULY 24, 2012**  
**NORWALK, CONNECTICUT 8:00 P.M. EST. COUNCIL CHAMBERS**

**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**

Mayor Moccia called the meeting to order at 8:00 PM and then led everyone in the Pledge of Allegiance. He also asked for a moment of silence to remember all those who lost their lives in the tragedy in Aurora. He did speak with the Mayor of Aurora

**I. ROLL CALL 15 PRESENT**

**II. ACCEPTANCE OF MINUTES  
ACCEPTED**

Regular Meeting:

July 10, 2012

**III. PUBLIC PARTICIPATION 15 SPEAKERS**

**IV. MAYOR**

**A. RESIGNATIONS AND APPOINTMENTS**

**RESIGNATIONS:** Edward G. Hynes, Pension Board

**APPOINTMENTS:**

**MAYOR'S REMARKS:**  
acknowledged the fact  
controversial and emotional one, and  
members  
meeting.

The Mayor thanked everyone for coming and  
that item B1 on the agenda is a  
requested that there be no cross talking between council  
and hoped it would be an informative and educational

**V. COUNCIL PRESIDENT**

**A. GENERAL COUNCIL BUSINESS**

**APPOINTMENTS:**

**B. CONSENT CALENDAR VII.A.a, VII.B.1, VII.B.2, VII.B.3, VII.C.1, VIII**

**VI.    REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS**

**VII.   COMMON COUNCIL COMMITTEES**

**A.    HEALTH, WELFARE & PUBLIC SAFETY COMMITTEE**

1.    Approve the proposed amendments to City Ordinance Section 57-5 Board of Health Fees for Services rendered by the Department of Health.

**APPROVED**

**B.    PUBLIC WORKS COMMITTEE**

1.    Authorize the Mayor, Richard A. Moccia, to execute an Agreement with City Carting, Inc. for city-wide Municipal Solid Waste Collection services for a period commencing on October 1, 2012 and concluding on June 30, 2023, based on the terms and fee schedule set out in the attached Memorandum dated July 12, 2012. The initial fees for October 1, 2012 - June 30, 2013 will total \$741,703.00. The fees for July 1, 2013 - June 30, 2014 will total \$988,937.00. Thereafter, the fees will increase by 3% annually.

Account    No.    0140    28    5258

**AUTHORIZED**

2.    Authorize the Mayor, Richard A. Moccia, to execute a third amendment to the Agreement with City Carting & Recycling, Inc. for Curbside Recycling Collection Services, dated June 30, 2004, in order to extend the term of the Agreement through June 30, 2023 based on the terms and fee schedule set out in the attached Memorandum dated July 12, 2012. The initial fees for October 1, 2012 - June 30, 2013 will combine a base fee of \$665,100.00 and available incentives of \$66,510.00. The fees for July 1, 2013 - June 30, 2014 will combine a base fee of \$872,728.00 and available incentives of \$87,273.00. Thereafter, the fee and incentive will increase by 3%

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annually. The amendment will incorporate terms relating to single stream recycling to begin on July 1, 2013.

Account No. 0140 43 5298  
**AUTHORIZED**

3. Authorize the Mayor, Richard A. Moccia, to execute a second amendment to the Service Agreement with City Carting, Inc. 'For Transfer Station Operation, Transport And Disposal Services For Municipal Solid Waste' dated August 4, 2008 in order to extend the term of the Agreement through June 30, 2023, based on the terms and fee schedule set out in the attached Memorandum dated July 12, 2012. The initial fees for October 1, 2012 - June 30, 2013 will include a transfer station operating fee of \$562,500.00 and transport and disposal fee of \$83.90 per ton. The fees for July 1, 2013 - June 30, 2014 will include a transfer station operating fee of \$750,000.00 and transport and disposal fee of \$85.00 per ton. Thereafter, the transfer station operating fee will increase by 2% annually and the transport and disposal fee will increase by 3% annually.

Account No. 0140 42 5298  
**AUTHORIZED**

**C.     RECREATION, PARKS & CULTURAL AFFAIRS COMMITTEE**

1. Authorize the Mayor, Richard A. Moccia to enter into an agreement with Probuilt Construction (Project #3200 Outdoor Pavilion at Flax Hill Park) for a sum not to exceed \$21,915.00. (\$20,000 funded through a grant with Lowe's and Keep America Beautiful and account #016031-5585 for \$1,915.00).

Account #09126030-5777-C0364  
**AUTHORIZED**

**VIII.     RESOLUTIONS FROM COMMON COUNCIL**

**WHEREAS**, the Office of the Public Records Administrator administers the Historic Documents Preservation Grant Program for the purpose of preserving and managing historic documents;

**WHEREAS**, all municipalities are eligible to apply for a Targeted Grant from this program; and

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**WHEREAS, Norwalk** is a municipality;

**NOW THEREFORE**, in consideration of the aforesaid and the mutual promises hereinafter contained the parties do hereby agree as follows:

1. The State Library hereby authorizes a grant for an amount not to exceed **\$6,500.00** (hereinafter "Grant Funds"), for the following Project as approved in the municipality's Targeted Grant Application on **June 25, 2012**, on file at the State Library:

**Conservation project for public records.**

(hereinafter referred to as the "Project"). The Contractor is responsible for any project expenses greater than the Grant Funds.

2. The approved Project Budget is as follows:

**Expense Type Funds Approved:**

1. Consultants/Vendors \$ **6,500.00**
2. Equipment \$
3. Supplies \$
4. Town Personnel Costs \$
5. Other (specify) \$
6. TOTAL \$ **6,500.00**

3. The Contractor shall complete the Project and expend the Grant Funds as described in the Project Budget within the contract period. The contract period is from **July 1, 2012, or the date of approval of this contract, whichever is later**, through **June 30, 2013**. Any Grant Funds remaining unexpended on **June 30, 2013**, must be returned to the State Library. Grantees must notify the Office of the Public Records Administrator immediately if difficulties arise that could affect the timely completion of all grant work. Extensions are at the sole discretion of the State Library and will not be considered except in the most extenuating situations beyond the municipality's control.

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4. The Contractor may reallocate up to 10% of the grant amount among line items (supplies, equipment, personnel, etc.) contained in the approved Project Budget as detailed in Paragraph 2 of

this contract without prior approval. The State Library must approve any reallocation that exceeds

10%. The State Library must also approve any changes to the grant's purpose and/or methodology

which are deemed significant by the State Library, or any extension of the deadline.

The Contractor shall submit an Amendment Request Form, available on request from the State Library,

to the State Library at least two months prior to the end of the contract period.

5. The Contractor shall submit a Project Evaluation/Expenditure Report, available on the State

Library website at: [www.cslib.org](http://www.cslib.org), and a copy of any consultant and/or vendor reports (if applicable), for receipt at the State Library by **September 1, 2013**.

6. Failure to submit a completed Project Evaluation/Expenditure Report for receipt by the due date

may result in termination of the grant and the requirement that the Contractor return the full grant

amount, as well as loss of eligibility for the next grant cycle. No additional grants shall be awarded

to the Contractor until the Contractor has submitted all required reports and met all other requirements for this grant. This filing deadline shall not be extended.

7. The Contractor agrees that while performing services specified in this agreement that he shall carry

sufficient insurance (liability and/or other) as applicable according to the nature of the service to be

performed so as to "save harmless" the State of Connecticut from any insurable claim whatsoever.

If requested, certificates of such insurance shall be filed with the contracting State agency prior to

the performance of services.

8. The Contractor agrees to indemnify and hold the State, its officials, agents, and employees harmless

from and against any and all claims, suits, actions, costs, and damages resulting from the negligent

performance or non-performance by the Contractor or any of its officials, agents, or employees of

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the Contractor's obligations under this agreement. It is further understood that such indemnity shall not be limited by any insurance coverage which is required herein Paragraph 7.

9. The State of Connecticut shall assume no liability for payment of services under the terms of this agreement until the Contractor is notified that the State Library has accepted this agreement.

10. Payment to the Contractor shall be processed upon approval of this contract or upon the first day of this contract period, whichever is later.

11. Audit Requirements:

(a) 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 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 Contractor will comply with federal and state single audit standards as applicable.

(b) The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense.

The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(c) For purposes of this subsection, for State Grants, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230.

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12. The Contractor shall refund any amounts found to be owing to the State as a result of an error or the discovery of any fraud, collusion, or illegal actions and shall make such refund within 30 days from the notice in writing by the State. In the event that the Contractor fails to make such refund, the State shall deduct such amount from any current or future sums owing to the Contractor on the part of the State from any source or for any purpose whatsoever.

13. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

14. This Agreement shall be binding upon and shall inure to the benefit of the Contractor and its successor.

15. The sole and exclusive means for the presentation of any claim against the State arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

16. Executive Orders. This Contract is subject to the provisions of Executive Order NO.3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the contract as if they had been fully set forth in it. This contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their

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respective

terms and conditions.

At the Contractor's request, the Department shall provide a copy of these Orders to the Contractor.

17. The State may terminate this contract upon 30 days written notice to the Contractor if the Contractor fails to comply with this agreement or time schedules to the satisfaction of the State. In the event of such a termination, the State shall not be responsible for any future payments to the Contractor, and the State may recover any payments already made to the Contractor by any available means, including the withholding of grants of funds otherwise due the Contractor from the State.

**PASSED**

**IX.    MOTIONS POSTPONED TO A SPECIFIC DATE**

**X.    SUSPENSION OF RULES**

**XI.   ADJOURNMENT    11:05 PM**