

**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.**

CALL TO ORDER

Mayor Moccia called the meeting to order at 8:00 p.m. led the assembly in the Pledge of Allegiance, and asked them to remain standing for a moment of silence in an acknowledgement of the tragedy in Colorado. He quoted President Obama that life is fragile and stated that this tragedy along with recent three murders in Bridgeport remind us that we all need to work together to find peaceful resolutions.

I. ROLL CALL

City Clerk Halsey called the roll. The following Council Members were present:

Council at Large: Ms. Anna Duleep Mr. Douglas Hempstead Mr. Fred Bondi  
Mr. Warren Peña Ms. Joanne Romano  
District A: Mr. Matthew Miklave Mr. David Watts  
District B: Mr. Carvin Hilliard Mr. Michael Geake  
District C: Mr. Nicholas Kydes Ms. Michelle Maggio  
District D: Mr. Bruce Kimmel Mr. Jerry Petrini  
District E: Mr. John Igneri Mr. David McCarthy  
Mayor Richard A. Moccia; Attorney Robert Maslan, Corporation Counsel;  
Ms. Erin Halsey, City Clerk  
Fifteen members were present.

II. ACCEPTANCE OF MINUTES

Regular meeting – July 11, 2012

Mr. Kydes requested a correction to page 3, paragraph 4, after Finance Committee, to add and as a member of the Council.

**\*\* MR. BONDI MOVED TO APPROVE THE MINUTES FROM THE MEETING OF JULY 11, 2012 AS SMENDED WITH CORRECTION NOTED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

III. PUBLIC PARTICIPATION

Mayor Moccia stated the rules for pubic comment and asked those that had signed up to speak to state their name, address or affiliation, to keep comments to a limit of three minutes, and for comments to be kept civil in nature.

*Comments are not verbatim and represent summarizations unless otherwise noted.*

1. Ellen Wink, 16 Nelson Avenue stated that in view of the current struggles with the City's ability to provide services, she was here to support approval of the contract with City Carting. She stated that the contract to pick up recycling and run the city's transfer station on Crescent Street will save nearly \$17 million over a 10-year period. She added that this is a different approach for services that will also be more environmental and cleaner by introducing a Single Stream Recycling system that will increase the number of items being recycled and out of the trash and landfills. She urged the Council not to overlook the projected savings to the city, and to approve the contract and amendments.
2. William Dunn, 2 Devils Garden Road stated that Councilman McCarthy has been the driving force on bringing single stream recycling and he strongly supports the program that is well-thought out plan that will save the City over one million dollars a year. He added that there will be no layoffs of workers and he sees no reason not to support this contract. He added that the Local 2405 did not bid on the contract and this is un-American. He stated that the taxpayers of Norwalk, look to save something like a cool \$1 million a year, and representing the Norwalk Taxpayers it does not come at the cost of any layoffs in the existing workforce. He urged the Council to approve the proposed contract and amendments.
3. Scott Phelan 13 Branford Street stated that he understands the need to save money and he has no problem with the business perspective of the plan, however it is not a good business sense for a ten year contract. He stated that the three services, Solid Waste Collection, hauling fro the transfer station and recycling adds up to a monopoly that the City is funding. He added that another problem is the 12 delay following a holiday that the contractor will have as they cannot provide adequate services the next day as is currently the practice. He added that this service should be kept in house with the use of municipal employees and he urges the Council to vote no on the proposal.
4. Mr. Fred Wilms, 50 Aiken Street, stated that back in May the BET voted to put outsourcing of garbage collection as an item that would save the City money, keep jobs and a provide an increase in services. He stated that across the country all to wns and cities are facing similar situations, ad he referred to an article called "The Local Squeeze". He offered to e-mail this article to the Council and stated that the country is facing a great recession with flat revenues, rising benefit costs with healthcare and unionized retirement benefits that have resulted in sacrificing city services.

Public Participation – continued

Mr. Wilms stated that this proposal saves \$17 million over ten years that represents found money that can be used to lower taxes, or support schools that are struggling to maintain adequate education budgets. Mr. Wilms stated that while there can be a debate on how to use found money, but lets look at ways to reduce the City operating budget and to see

what can be done with the savings for long term improvement of City services for all residents.

5. Amanda Brown, 80 County Street, stated that she is asking the Council not to vote on an item that has not been seen in its entirety in contract form as it is in Corporation Counsel's office and suggested that this be tabled and sent back to Committee. She added that ten years is a long time and an unprecedented practice in the City that should be shortened to allow for flexibility for renegotiation in times of economic flux and free market advantages. She stated that Mr. Hamilton has been able to save money by having flexibility in contracts, and in addition there are many questions on the numbers, and past experience has shown that contractors have not always kept their word on cost savings. She referred to a recent quote from Mayor Moccia and stated that sometimes government provides better services than business, and she stated that she agrees with this to a great extent. Ms. Brown asked the Council to consider what the purpose of to just save money, if the full agreement has not been seen and properly and fully evaluated. She stated that the due diligence needs to be done and urged the Council to table the item until the opportunity to discuss all of the amendments and to send this back to Committee for further review.

6. Mr. Milton Giddiens, 36 Lenox Avenue stated he was representing the Local 2405. He stated that he proudly represents the workers of the DPW and is a humble servant of the City of Norwalk that is his family. He stated that he prays for this City to not look at the half full/ half empty contract. He gave an overview of recent budget cuts where one person does 5-6 different jobs and how they have made sacrifices over the years. He stated that providing a high level of service is number one and they provide for a clean city. He stated that the number of trucks has been reduced from twelve to four and 27 jobs have been reduced, saving hundreds of thousands of dollars, showing that they have been giving all along. He stated that it is not fair to citizens, and he encouraged the Council to make the right choice to vote no and not to approve privatization of garbage collections.

7. Mr. John Frank, East Meadow Lane, stated that a ten year contract for three services that have historically been done by the City is an unprecedented act. The City cannot make an informed decision when there is collusion in the bidding process; organized crime is evident with incidents in Westchester and Suburban County racketeering. The City cannot make an informed decision when results of negotiations have savings on new recycling methods where it is not clear who will pay for the new 64 gallon containers. The City cannot make an informed decision when living wage is not in compliance.

#### Public Participation – continued

Mr. Frank stated that the City cannot make an informed decision when the contract is not properly vetted and rushed through the system. He encouraged the Council to

City of Norwalk  
Common Council Meeting  
July 24, 2012  
Page 3 of 20

table the item and postpone a decision until answers to these questions are received.

8. Sal Cecile, 40 Post Road Westport stated that the Council needs to make the right choice to vote no and not to approve privatization of garbage collections.
9. Mr. Victor Cavallo, 186 Rowayton Woods Drive stated that the proposed contract is an opportunity to save money that is the duty of the Council and to choose the best interests of the City, not to self interest of others. He stated that there is misinformation that there will be fewer pick-ups, and there is a dirty little secret that current workers only work 5.2 hours a day which allows them to have second jobs. He stated that this proposed contract saves \$16 million and saves jobs as the DPW workers will be reassigned to the highway jobs that are much needed. He stated that union loyalty is absurd, the money saved will help fund education budgets and he urges approval.
10. Julie Burton, 14 Sunwich Road, stated that she represents the coalition of Neighborhood Association and while they are not opposed to privatization they are opposed to the violation of state regulations that exist. She discussed the situation behind FedEx where the smell is such a problem that has gone ignored. She stated that City Carting chose to bring the garbage to Meadow Street and it should be Crescent Street rather than the close proximity to residential areas. She added that there should be adequate time to review the contract and it locks the City into a ten year agreement that is not appropriate for City services. She stated that she believes that the council should have adequate time to study and ask questions about the contracts and she urged the Council to table the item.
11. Donald Bradley, 14 Hillside Street stated that the council should vote no on this contract for many reasons. He asked what will be done when half of the recycling is left on the road and garbage left for 12 days after a holiday. He said vote no is the right thing to do.

12. Diane Cece, 37 Olmstead Place, read her statement and provided it for the record as follows: Please send the City Carting contract and amendments back to committee. I ask you to consider the following three points when deciding if you're really prepared to vote tonight:

1. You're voting on a major city service contracts. These are contracts to move two essential city services to a single vendor, if you didn't sit on the Review Panel, when exactly did y get copies of the agreements.

Maybe a week ago? Even the draft minutes of last week's Special Meeting have yet to be posted online for public review.

Ms. Cece – continued 2. Can you clearly explain the terms your constituents, answer questions without hesitation, and justify the savings assumptions, without which outsourcing would never have been considered? For example, without Mr. Alvord answering for you, how many of you can state in simple terms why there are 3% annual increases En the contracts? Is this number arbitrary? Is it relevant in the world of trash hauling, like an industry standard? I don't think it's tied to inflation or the Consumer Price Index, but who the heck knows? Do

you? And before Mr. Alvord rebuts, please see if you can answer these questions: find the clause that mitigates the risk in the event of non-performance by City Carting; explain to us the risks of having one contractor, essentially a monopoly on solid waste and recycling; what provision protects us when they come back claiming hardship and seeking more money; and under what circumstances can City Carting opt out, leaving us to scramble for new bids? If you each can't answer these questions then perhaps it's best not to vote on these contracts tonight.

3. Explain to us why the outsourcing of trash suddenly included single stream recycling, a process that hasn't been evaluated in Norwalk. Is it true that the savings associated with the trash contract are contingent upon the single stream recycling contract? Since the current recycling contract with City Carting doesn't even expire till next year, why don't we put the single serve recycling services out to bid?

These aren't questions on the small print, rather they speak to the very core and legitimacy of the agreements. Please, if you're not prepared to answer our questions tonight, in your own words. than perhaps neither is you truly prepared to vote. Except for perhaps a small reduction in savings, there's no harm in sending these items back to committee, and then voting on it in September.

And, yes, the potential savings in these contracts can't be ignored I often wonder why our entire government isn't outsourced!. But please also consider the costs in terms of service & flexibility, locking us in with a single vendor, one alleged to have compliance violations now. Yup, I've smelt the stench myself, and believe me, it is not low-tide! Finally, to those who say these items have been thoroughly vetted & debated: it has been only 24 business days from the time of the bids, to the complete review, to the renegotiations, to tonight. And it was only 3 business days from the selection of the contractor to the time of public comment last week! So I'll leave you with the following quote, from the French philosopher Joseph Joubert (I don't know who he was, but I like the sound of his name and his quotes):

"it is better to debate a question without settling it, than to settle a question without debating it."

15. Mr. John Mosby, stated that he was a brother in partnership with the DPW workers and stated that there are laws to protect the workers and the Council should be made aware of the dangerous territory they are encroaching on. He added that privatization does not pay taxes, that the workers do and he will stand shoulder to shoulder and support whatever is needed to protect the DPW workers.

16. Ms. Diane Lauricella, 21 Mountain Ridge Road, stated that she wanted to echo many of the remarks made by others and to add a quote by James Madison that a prologue to farce or betrayal that the arm of power is knowledge. She stated that she has the top ten reasons why to vote against the privatization of garbage; 1. It is not a fair and balanced approach. 2. The Council should be given adequate time for question and review of the amendments. 3. There was no public discussion of the contract. This is the creation of a monopoly on solid waste and recycling; what provision protects us when they come back claiming hardship and seeking more money; and under what circumstances can City Carting opt out, leaving us to scramble for new bids?

Public Participation – continued

If you each can't answer these questions then perhaps it's best not to vote on these contracts tonight. 4. The public has been kept in the dark and public FOI

requirements were not fulfilled. 5. Odor and Noise problems with the vendor have not been addressed and she has brought this up since 2008. 6. There is no social justice for environmental inadequacies. 7. The vendor has misused power with the CT DEEP ruling and regulations. 8. There is no system for public complaints. 9. Management of staff is not outlined that this contract has been rammed through the system. 10. Single Stream recycling was voted down by the DPW Director as not an appropriate system for the City and now it is . How can this be, Mr. Alvord.

(Mayor Moccia stated that the 3-minute time limit had lapsed and he had already extended this, and asked Ms. Lauricella to sum up her comments and bring to closure.)

Ms. Lauricella continued that she finds it unacceptable and asked to explain the terms and justify the savings assumptions, without Mr. Alvord answering for you. She added that she has been trying to institute single source recycling for years but her efforts have gone on deaf ears and Mr. Alvord stated that it was economical. Now, he is fully recommending SSR, so tell me why the change of heart in just a few months. How many of you can state in simple terms why there are 3% annual increases in the contracts?

And before Mr. Alvord rebuts, please see if you can answer these questions: find the clause that mitigates the risk in the event of non-performance by City Carting; explain to us the risks of having one contractor, essentially a monopoly on solid waste and recycling; what provision protects us when they come back claiming hardship and seeking more money; and under what circumstances can City Carting opt out, leaving us to scramble for new bids? She added that there should be adequate time to review the contract and it locks the City into a ten-year agreement that is not appropriate for City services. She stated that she believes that the council should have adequate time to study and ask questions about the contracts and she urged the Council to table the item and send it back to Committee.

17. Duane Sullins, Harry Street stated that this is not what it seems as what is on paper looks one way but it is not what it appears. He added that the system is not broken and does not need to be privatized as that leads to problems with poor services. He asked what would be next, and that all services would be outsourced, as opposed to dedicated workers that support a clean-green City, which is a former program that should be brought back. He asked to be given the time to work together, to look at what has been learned over the years, and to look at the lives that are impacted by this privatization contract.

Mayor Moccia asked if there were any others who wished to comment, and hearing none, stated that the Public Participation portion of the meeting was closed at 8:45 p.m.

#### IV. MAYOR

##### A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: Mr. Edward Hynes – Pension Board

Mayor Moccia stated that Mr. Hynes has made contributions to the Pension Board and he accepts his resignation with regret.

**MAYOR'S REMARKS:**

The Mayor thanked everyone for coming and acknowledged the fact that item B1 on the agenda is a controversial and emotional one, and requested that there be no cross talking between council members and stated that he hoped it would be an informative and educational meeting.

**V. COUNCIL PRESIDENT**

- A. GENERAL COUNCIL BUSINESS
- B. CONSENT CALENDAR

**\*\* MR. HILLIARD MOTIONED THE FOLLOWING ITEMS FOR THE  
CONSENT CALENDAR: VII. C. 1.**

**\*\* THE MOTION TO APPROVE THE CONSENT CALENDAR PASSED  
UNANIMOUSLY.**

*Note: The following items on consent are listed in bold type:*

**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**

**VII. COMMON COUNCIL COMMITTEES**

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

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

Ms. Romano stated that the item had been vetted through Committee, and all information was provided for review as contained in the agenda packet.

Mr. Miklave stated that he had questions for the Director of the Health Department. Mr. Callahan came forward and Mr. Miklave asked when this was presented to the City Clerk's office, and if this was done within the 30 day requirement. Mr. Callahan replied that it was approved by Committee back in June and was tabled at the last Council meeting. Mr. Miklave stated that according to charter, the fees are automatically approved if no action in thirty days, which would have been June 19.

Mr. Callahan stated that this was correct.

Mr. Miklave asked about license fees that seem very high, and Mr. Callahan replied that in most cases the intention is to cover costs of the licensing services. He added that in the item questioned, the inspection is required twice a year; therefore the cost appears to be out of line with annual fees. Mr. Miklave stated that he understood this rationale, and thanked Mr. Callahan for the explanation.

**\*\* MS. ROMANO MOVED TO APPROVE THE PROPOSED  
AMENDMENTS TO CITY ORDINANCE SECTION 57-5 BOARD OF  
HEALTH FEES FOR SERVICES RENDERED BY THE DEPARTMENT  
OF HEALTH.**

**\*\* MOTION PASSED UNANIMOUSLY.**

Mayor Moccia then requested a suspension of the rules to move the Public Works items to the end in anticipation of comments and debate and in consideration of those in attendance regarding the resolution.

**VIII. RESOLUTIONS FROM COMMON COUNCIL**

Mr. Miklave stated that he had questions on the resolution as presented and Town Clerk McQuaid came forward to address the item. Mr. Miklave asked where this resolution is coming from and Mr. McQuaid replied that it is required for money from the state grant and requires the Mayor's signature and Council approval.

Mr. Miklave asked why the amount is lower than the bid, and Mr. McQuaid replied that the difference between \$7,100 and \$6,500 was in the budget. Mr. Miklave then asked as a matter of procedure, which Committee is actually sponsoring the resolution. Mr. Kydes stated that he would have the Finance Committee sponsor the resolution, and Mayor Moccia replied that according to procedure, a motion from the Council President would be acceptable.

**\*\* MR. HILLIARD MOVED TO ADOPT THE FOLLOWING RESOLUTION AS  
PRESENTED.**

**\*\* MOTION PASSED UNANIMOUSLY.**

**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

**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	\$ <b>6,500.00</b>
2. Equipment	\$
3. Supplies	\$
4. Town Personnel Costs	\$
5. Other (specify)	\$
6. TOTAL	\$ <b>6,500.00</b>

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.

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.

RESOLUTIONS FROM COMMON COUNCIL – continued

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 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.

**RESOLUTIONS FROM COMMON COUNCIL** – continued

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 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.

**\*\* MOTION TO ADOPT THE RESOLUTION PASSED UNANIMOUSLY.**

**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.

**PUBLIC WORKS COMMITTEE – continued**

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% annually. The amendment will incorporate terms relating to single stream recycling to begin on July 1, 2013. Account No. 0140 43 5298

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 City of Norwalk

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.

Mr. McCarthy stated that he would like to make the above motions as a block, since they are the product of one negotiation and are a package deal and speak to them. He read his statement and provided it for the record as follows:

In an effort to provide the greatest value for the citizens of Norwalk, while simultaneously leaping forward in environmentally conscious recycling practices, we engaged in an RFP process and negotiation for Solid Waste Collection. The City received replies from 2 different companies and negotiated with both of them (with Councilman Kimmel and I participating as active observers) and arrived at the best all in deal, which includes a contract for solid waste collection, and amendments to move us to Single Stream Recycling and reduce the fee the city pays for its Transfer Station Operations. Public Works staff can speak to this.

There are savings over current state in the contract for collection and I must point out that the contract will keep the same service levels and frequency, contrary to reports elsewhere. The entire contract effort will be handled out of the City's Crescent Street Facility and will not impact any other facility. The contracts are for 10 years in order to allow the contractor to amortize his up-front costs over a reasonable period of time, lock in savings for the City and create a predictable cost pattern for this function over that period and Mr. Barron can speak to that.

Public Works Committee – continued

The contracts and amendments will include all routine termination rights and other contract opener language so as to protect the City through the terms of the contracts. Ms. Beltz-Jacobson can speak this.

Perhaps most importantly, the City can accomplish this without having to fire or lay-off any of the current staff. Prior planning has allowed the PW Dept to keep open FTE positions that the workers who currently occupy the garbage collection jobs can move into. Prior to this point, the funds for those jobs were used to fund overtime and other methods of getting work done. Our city workers will be taking those spots and have secure, appropriate employment in the future once this transition is accomplished. Mr. Haselkamp can speak more to this.

The process was undertaken based on the budget hurdles that were laid out in this year's budget as it was approved by this council. The savings from this action are already counted into the budget and into subsequent years. For this reason, the length of time it will take to transition, as well as the fact that it had previously been pointed out that people would potentially not be here in August, lead to the issue being discussed tonight. I trust that the two weeks that all of the information has been before the members of this council and the dearth of substantive questions indicates that the issue is fairly well understood. Mr. Hamilton is here as well to answer

questions related to the budget.

With that, I would make one final note: the integrated nature of this action, and the implementation of Single Stream Recycling on July 1, 2013, will allow us to begin diverting more items away from the trash stream and into recycling. The potential for additional savings is huge and goes beyond what has been modeled. We will need to focus on education and change behavior; there will be impacts on the process, the savings, and thereby the budget - and the entire staff assembled can speak to that better than I.

With that, Mr. Mayor, the team is ready for questions.

Mr. Miklave stated that he had questions for Mr. Alvord and asked him to come forward. Mr. Miklave asked it was required to consider the above items as one and if this was included in the memo from Corporation Counsel, and Mr. Alvord replied no. Mr. Miklave asked who is responsible for control compliance and Mr. Alvord replied Alison McCrady for reports and Lisa Burns for operations. Mr. Miklave asked if there is system to measure performance standards to the public, and Mr. Alvord replied that tonnage and fees are tracked and customer service is the source for complaints. Mr. Miklave asked if there was any standard report to the City on the performance of the responsibilities as outline in the contract. Mr. Alvord replied that there are only reports as requested and there was no plan for regular reporting other than regulatory compliance.

Mr. Miklave asked about the Single Source Recycling and Mr. Alvord replied that there in only one cit in the area that does this and that is Greenwich. He added that they do not have curbside collection and their system is very different.

Mr. Miklave asked what the qualification requirements of the bid process and Mr. Alvord replied that it included a description of the services, letter of insurance requirements, bond posting requirements, routes, business history and financial evaluation measures of the business.

Public Works Committee – continued

Mr. Miklave then asked under tab 2 for collections, why it was for nine months, and Mr. Alvord replied that it was an annualized 2.5% based on fuel and maintenance costs. Mr. Miklave asked about recycling on an annual basis of .7% and Mr. Alvord replied that it was escalation of a 3-one year options. Mr. Miklave then asked about the transfer Station 6.7% increase in 2015 compared to the current contract of 4%. Mr. Alvord replied that this was far if comparing apples to oranges, and explained that the tipping fee reflected tonnage increases and the difference was in converted tonnage as a reduction from single stream recycling. Mr. Alvord explained that a 10% reduction in solid waste is a very conservative assumption.

Mr. Miklave asked about the eight DPW workers in Sanitation and Mr. Alvord replied that the difference in salary is approximately \$8,000 annually and those workers would be transferred to Highway division. Mr. Miklave asked what would happen to the four trucks that are owned by the DPW and if they would be sold. Mr. Alvord replied that trucks are old and do not have a re-sale value and it would be best to keep

City of Norwalk

Common Council Meeting

July 24, 2012

Page 13 of 20

them for special collection usage. He added that new vehicles are needed because the maintenance cost for the existing trucks is more than the debit service for a new purchase. He explained that if the sanitation would continue as a DPW service an amount of \$1 million would be need for new trucks, and this is in addition to the cost savings projections.

Mr. Miklave asked if City Carting is unionized, and what their employment wage package was. Mr. Alvord replied that wages and benefits are between \$21 and \$23 per hour, with labor between \$15-\$18 per hour plus benefits and overtime.

Mr. Kimmel stated that he had questions for Mr. Barron, and said that the key issue for many people about the proposed contract it its length. He asked for an explanation of the reasons why a 10-year contract is a good deal for the city, as well as City Carting, and what controls are in there to protect the city.

Mr. Barron said City Carting must purchase garbage trucks at a total cost of \$1 million and recapitalize these costs over a reasonable period of time. Mr. Alvord added that the contract includes penalties, termination clauses for many reasons and opportunities to reopen it. He explained that the RFP responses require new trucks and the need to capitalize over a reasonable length of time the \$1million to recover the costs of this significant investment. Mr. Alvord added that the estimated reduction in volume of garbage and recycling is down due to economy.

Public Works Committee – continued

He added that there are termination classes and contractual openers and potential for re-opening the contract. Mr. Kimmel asked about the vacant positions and what this means for the highway department, and Mr. Alvord replied that it would enable the DPW to do more wok with a more consistent daily workforce.

Mr. Kimmel thanked Mr. Alvord for the thorough analysis and joint efforts done by the finance department as the documents provided for a productive evaluation of a great deal of information and it is commendable the effort that was involved.

Mr. Kydes stated that he is in agreement that the analysis is very thorough and the savings over the years is quite significant, and he will be supporting the items. He noted that if this is true savings, the BET should not have it go to other areas but for this savings remain as a reduction in the DPW operations.

Mr. Hilliard asked why only two bids when three is the City guideline. Mr. Alvord replied that ten companies attended the pre-bid session and they were not large enough or did not have the resources to be a qualified bidder. He added that he was hoping to have Winter Bros. from Danbury submit a bid, but they recently they are heavily invested in Danbury and it would be too much of a debt burden to take on another large contract.

Mr. Hilliard asked how the City is protected and to explain what happens in future years if City Carting is not performing. Mr. Alvord replied that the contracts have termination clauses for various reasons which are all standard practice and language as provided by Corporation Counsel. He said he understood the project savings, but added that his trust with City Carting had been broken as a result of the company's operation of its facility on Meadow Street. He stated that this is not a partisan issue and us versus them but the fact that they are not living up to current contract responsibilities with not addressing and the extreme odor problems have been going on for a while. He explained that City Carting has not addressed them and he would not be in agreement to reward them if they are not performing and that this is an injustice. He added that he does not support saving in one area but hurting people in another as people have reported being sick and causes are due to the unhealthy environmental conditions on Meadow Street. He added that as far as he is concerned, if you don't perform in one area, I'm not going to trust you with something else.

Mr. McCarthy asked if there were Customer Service complaints and Mr. Alvord replied that complaints are tracked in terms of missed collections, and there is no history of order complaints with the transfer station. He added that complaint history shows that City Carting has always been responsive with responding to complaints.

Public Works Committee – continued

Mr. Watts asked for an explanation of the reasons why a 10-year contract and what controls are in there to protect the city the long term. Mr. Alvord replied City Carting must purchase garbage trucks at a total cost of \$1 million and recapitalize these costs over a reasonable period of time.

Mr. Watts used the analogy of a repair to a dent in his car and stated that he could try to fix it but he does not have the proper equipment. He then asked why the City would set up a vendor with a contract if they did not have the equipment in place for the business.

Mr. Alvord added that the contract includes penalties, termination clauses for many reasons and opportunities to reopen it. He explained that the RFP responses require new trucks and the need to capitalize over a reasonable length of time the \$1million to recover the costs of this significant investment.

Mr. Watts stated that this ten year contract is favorable only to City Carting and it gives them the leverage over other responses to the RFPs as they cannot do the job now, but we will go out and help them and set them up with the equipment. He added that all this is funded on the backs of taxpayers and DPW employees. He stated that ten years does not make sense with the current situation on Meadow Street, and then shared that he had visited that area and was completely astonished at the number of trailers filled with waste. He explained that this sits for 48 hours and the stench is overwhelming and yet we are going to award this company a ten-year contract.

Mr. Alvord replied that Customer Service has had no complaints about the smell until last Tuesday. Mr. Watts stated that finds this hard to believe as this is in a residential area where kids have to play and all this is not worth treating the DPW workers with an \$8,000 year pay cut. He stated that it is disrespectful to the men who do a good job, we have an obligation to treat the 2405 with respect, yet we scramble to hire a company and set them up with a contract that allows them a 10 year equipment write-off.

Mr. Geake asked if there will be schedule changes, and Mr. Alvord replied only to routes to provide a better balance to even out the shift from Tuesday overload to Wednesdays and to provide the same frequency. Mr. Alvord continued that larger 64 gallon bins will provided by the contractor at a cost of \$1.6 million. He added that the automated pick up with hydraulic arm really cannot be done in consideration of the layout of the city streets with parking patterns in contrast to other more suburban areas of other cities.

Mayor Moccia asked about condominium complexes and Mr. Alvord replied that there are larger dumpster types provided for multi-unit areas that have a drop off location.

Public Works Committee – continued

Mr. Miklave stated that as a matter of procedure he is not in favor of dependent contracts and that these should be independent, but there was a failure to present the items independently. He disagrees that the premise that this is a service improvement as the employees are paying the price because they did what the City asked them to do. They were asked for an incentive and rose to the challenge, then are now paying the penalty. He added that he is skeptical of the savings as the benchmark of \$1.7 million as employees are not being laid off, they are still employed, so this is a fundamentally false premise. He stated that money is spent elsewhere so this is actually additional funds for City Carting.

Mr. Miklave stated that no one suggested this contract was necessary as a DPW budget reduction, and the savings are estimated and not accurate which is part of a bigger problem that he has mentioned in the past. He stated that in response to the comment that DPW workers should have bid on their own contract, we heard Mr. Alvord explain the very involved qualified bidding process with financial measures and consequently the workers could not have bid. Eight employees could not possibly represent qualified bidders.

Mr. Miklave stated that regarding the Single Stream Recycling it is a very worthy concept, but the DPW Director told the Council that because of the economy, it was not viable in 2011 and he referred to meeting minutes where the comments were made. He added that again in February 2012 it was stated in the minutes that communities are not earning what Norwalk is earning.

Mr. Miklave stated that the public is best serviced by public workers and the fact that this contractor will not be serviced by our City's Customer Service Center is not in the City of Norwalk

best interest of the public.

Mr. Miklave stated that he firmly believes that financial estimates are only as good as they can be relied upon to be based on sound assumptions and that this is an example of a term he has used in the past as a “WAG”. He added that ten year savings are difficult to do and it should not be done on the backs of City employees.

Mr. Igneri stated that as a Commissioner of the Sixth Taxing District E, he is familiar with the contractor and the residents of District E have been pleased with this private contractor what has performed well on a three-year contract. He stated that what he does not agree with is a ten year contract as it is not in the best interest of the City, and he will not be supporting this item.

Mr. Pena stated that he had more questions for Mr. Alvord and asked about parks and schools in addition to residential coverage. Mr. Alvord replied that Parks & recreation services the Parks and the schools have their own contract for garbage.

Public Works Committee – continued

He added that there is potential in the long term for expansion for city-side coverage but this would require an ordinance change, and there was no specific cost analysis done for district expansion.

Mr. Pena asked Mr. Hasselkamp about his experience with other employment contracts that are ten years. Mr. Hasselkamp came forward and stated that it is not in the City’s best interests to have ten year employment contracts due to changes in labor practices and generally the City contracts are usually 204 years. Mr. Pena asked how many current DPW employees live in Norwalk and Mr. Hasselkamp replied approximately 48%.

Mr. Pena stated that he has issues with the process of a three step dependent contract and agrees that they would be evaluated independently on individual merits. He added that the ten year contract is not the norm for municipalities and perhaps a three year trial is a better plan. He stated that he has not seen the final agreement and this along with the other reasons stated, he would be voting no.

Mr. Kimmel asked Mr. Hamilton how the Finance Department makes the cost estimates and projections and he replied that they look at the in-depth analysis of projected future cost of services and benefits and compensation. He added that 2% is overly conservative estimate of cost increases and the 2405 actual cost increases of this bargaining group are 3.4% per year, which justifies the statement that the cost savings is potentially understated. Mr. Hamilton added that he feels there is a potential for even greater savings.

Mr. Kimmel asked about Single Stream Recycling and stated that there is an education factor and that based on resources at the time, what were the reservations for not

going to SSR. Mr. Alvord stated that the communities that went to SSR early had risk factors of contamination that would lead to far less revenue than \$7.50 per ton. He explained that sorting centers were not yet in place and investment into vehicles would be needed to avoid costs of manual labor with sorting. He added that City Carting is looking at automated sorting equipment.

Mr. Alvord stated that with regard to the schools, there are no operations staff devoted to recycling program implementation and he hopes now that the DPW will have more time to bring in a recycling plan to the schools.

Mr. Kimmel stated that he is satisfied with having an answer to every question that he has raised or has been relayed on to him and he has received responses to his satisfaction. He added that if the City was locked into another contract with sanitation workers this type of savings could not occur.  
Public Works Committee – continued

Mr. Kimmel stated that the negotiations went on for years, and we were not able to resolve differences in negotiations or binding arbitration. There was no counter offer, no concession and nothing that could be worked out to the City's advantage, and the City was put in this position to look into outsourcing despite the reservations that the Council expressed.

Mr. Kimmel stated that he will support this contract and amendments as the amount of \$17 million savings is substantial and it would be irresponsible not to try to find ways not to lay off 25 teachers. He added that there are no jobs lost no reduction in services or pick ups, and he referred to a post card and stated that the unions could do better than this. Mr. Watts called for a point of order and Mayor Moccia stated that the card was not an item for Council debate.

Ms. Duleep asked when we will see the contract in the full form with legal language and terms, and Attorney Maslan replied that this is standard practice that legal language is completed by the Corporation Counsel's office after the Council approves the authorization of the item. Ms. Duleep then asked about how the Council will be made aware of changes to pertinent items, and Mr. Alvord replied that there will be no change to the dollars and only things such as when to provide annual surety bonds and notification instructions.

Ms. Duleep then used tonight's resolution as an example of a multi page document with details that required much time and effort by the Town Clerk over a relatively small amount of \$6,500. She contrasted the pages of instructions involved with a three paragraph motion over a multi-million contract that binds the City for ten years. She stated that it is absurd that the process is not done in a consistent manner with providing the proper legal documents for review by the Council. She stated that there are idiot proof instructions on the resolution yet, no formal document that will protect the City in court when it comes to a major change in how the City provides services.

Ms. Duleep stated that she echoes the comments made by Mr. Miklave that DPW Director told the Council that Single Stream Recycling was not an option for the City in February but now it is. She asked why the savings were included in the budget prior to this contract coming for review and the timing question seems like this was all predetermined. Mr. Alvord replied that technology is ever changing and with geographical limitations, recycling is done differently all over the country and especially here in Fairfield County with communities doing things differently and very few do curbside recycling and Norwalk is very progressive in this approach.

Ms. Duleep stated that this ten year contract is favorable only to City Carting and it gives them the leverage over other responses to the RFP's as they cannot do the job now, but we will go out and help them and set them up with the equipment.

Public Works Committee – continued

Ms. Duleep stated that she agrees with comments made by Mr. Watts and finds it unacceptable that all this is funded on the backs of taxpayers and DPW employees. She added that the City is doing a lot to help out City Carting with the equipment capitalization when we have City employees and equipment that be used.

Ms. Duleep stated that for these reasons and the fact that there is no final document to review with the terms, she will be voting no.

Mayor Moccia asked if there were no further comments, and called for a roll call vote on the motion that was on the floor.

**\*\* MR. MCCARTHY MOVED APPROVAL TO 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.**

**AND**

**TO 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% ANNUALLY. THE AMENDMENT WILL INCORPORATE TERMS RELATING TO SINGLE STREAM RECYCLING TO BEGIN ON JULY 1, 2013 ACCOUNT NO. 0140 43 5298.**

**AND TO 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.**

**\*\* MOTION PASSED WITH NINE VOTES IN FAVOR (HEMPSTEAD, BONDI, KIMMEL, ROMANO, GEAKE, KYDES, MAGGIO, PETRINI, MCCARTHY) SIX VOTES OPPOSED (DULEEP, HILLIARD, PENA, MIKLAVE, WATTS, IGNERI) AND NO ABSTENTIONS.**

IX. MOTIONS POSTPONED TO A SPECIFIC DATE - none

X. SUSPENSION OF RULES- none

XII. ADJOURNMENT

**\*\* MR. KYDES MOTIONED TO ADJOURN.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 11:10 p.m.

Respectfully submitted,

Marilyn Knox,  
Telesco Secretarial Services