

HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE
MEETING AGENDA
August 22, 2019
7:00 PM, ROOM 231 City Hall

- I. Welcome and Roll Call**
- II. Approval of July 25, 2019 Minutes**
- III. Public Participation**
- IV. New Business**

Action Items

Police Department

- 1a. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to apply for and accept grant funds from the Department of Homeland Security, Federal Emergency Management Agency under the 2019 Port Security Grant Program, in the amount of \$42,973.75.
- 1b. Authorize the Police Chief, Thomas Kulhawik to execute any and all agreements, documents, instruments and amendments as may be necessary to implement all programs through the 2019 Post Security Grant Program pursuant to said funding. Accounts TBD and 030000 2660.

Public Works (Public Safety Items)

- 2. Authorize the Department of Public Works to have Eversource Electric to install nine (9) new street lights on Betmarlea Drive in accordance with the attached plan at an approximate cost of \$180 per month to be paid for from Account No. 0140 21-5241.
- 3. Authorize the Department of Public Works to have Eversource Electric to install two (2) new street lights on Earl Street in accordance with the attached plan at an approximate cost of \$40 per month to be paid for from Account No. 0140 21-5241.
- 4. Authorize the Department of Public Works to have Eversource Electric to install a new pole and the associated wire for one (1) of the new street lights at the north end of Center Avenue Extension in accordance with the attached plan at an approximate one-time cost of \$2,200.00 to be paid for from Account No. 0140 21-5241.
- 5. Authorize the Department of Public Works to have Eversource Electric to install two (2) new street lights at the north end of Center Avenue Extension in accordance with the attached plan at an approximate cost of \$50.00 per month to be paid for from Account No. 0140 21-5241.

Health Department

6a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from Optimus Health Care Inc. in the amount of \$263,323 per year for contract period October 1, 2019 through September 30, 2021 for the Women, Infants, and Children (WIC) Program.

6b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary to implement the WIC Program for the period October 1, 2019 through September 30, 2021.

7. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments with Cablevision Lightpath, Inc. ("Lightpath" or "Altice Business") to provide cable/internet service for the WIC Program for two years for the period October 1, 2019 through September 30, 2021. Account No. 3520-74-5245

Discussion Items:

1. Enforcement/Customer Service

**CITY OF NORWALK
HEALTH, WELFARE, PUBLIC SAFETY COMMITTEE
July 25, 2019**

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

STAFF: Deanna D'Amore, Director of Health; Deputy Chief Zecca, Norwalk
Police Dept; David Walenczyk, Youth Services Director

I. WELCOME - ROLL CALL

Mr. Sacchinelli began the meeting at 7:00 p.m. and stated that three members were in attendance. The meeting would officially be called to order once the fourth member arrived.

III. PUBLIC PARTICIPATION

There was no public participation this evening.

IV. NEW BUSINESS

Action Items:

Youth Services

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO SIGN FOR, AND ACCEPT, THE YOUTH SERVICE BUREAU (YSB) GRANT AWARD FROM THE STATE OF CONNECTICUT, DEPARTMENT OF CHILDREN AND FAMILIES (DCF) FOR THE FISCAL YEARS 2020-2021. THE ALLOCATED AMOUNT FOR THE 2020 YEAR IS \$54,847.

Mr. Walenczyk said this is a non-competitive grant and he has submitted the application to the state and the amount they will be receiving is the same as they had gotten last year, and the funds are used to subsidize the salaries of the employees that are working in the Youth Services department. He said they also receive an enhancement grant but he does not yet know the exact amount that will be but last

year they had received approximately \$7,000. He said those funds will be used for programs and they have used the funds in the past for the peer connection program and if they receive extra funding which they are anticipating they will be bringing back the art program which is an anger management program for teens. Mr. Sacchinelli said he will forward the action item to the full Council.

Mr. Hosten joined the meeting at 7:17 PM. The meeting was officially called to order by Mr. Sacchinelli as a quorum was present. He went back to approval of minutes because there was a quorum.

II. APPROVAL OF MINUTES

June 27, 2018

**** MR. TSIRANIDES MOVED TO APPROVE THE MINUTES FROM THE MEETING OF JUNE 27, 2019 AS AMENDED.**

**** THE MOTION PASSED WITH UNANIMOUSLY.**

IV. NEW BUSINESS

Police Department

2. AUTHORIZE THE PURCHASING AGENT TO EXECUTE A PURCHASE ORDER, ON BEHALF OF THE NORWALK POLICE DEPARTMENT, TO MHQ, INC. UNDER CT CONTRACT #12PSX0194, FOR THE PURCHASE OF TWELVE (12) 2020 FORD UTILITY INCERCEPTORS AWD FOR THE AMOUNT NOT TO EXCEED \$407,000.00. ACCOUNT 01353-5731

Deputy Chief Zecca said they are looking to purchase 12 SUV's and that 10 of them will be used for front line vehicles and two will be used for the canine officers.

**** MR. TSIRANIDES MOVED TO APROVE THE ITEM.**

**** THE MOTION PASSED UNANIMOUSLY.**

3. AUTHORIZE THE PURCHASING AGENT TO EXECUTE A PURCHASE ORDER ON BEHALF OF THE POLICE DEPARTMENT TO LOW BIDDER, FLEET AUTO SUPPLY, LLC FOR THE PURCHASE AND INSTALLATION OF (12) FORD UTILITY INTERCEPTORS UNDER PROJECT #3768, NOT TO EXCEED \$168,000. ACCOUNT 01353-5731.

Deputy Chief Zecca said that the amount will need to be amended to \$183,000 because she did not have the final quote when she had written the authorization. Mr. Sacchinelli asked if they are moving to all the SUV's. Deputy Chief Zecca said "yes" and that all of the front line vehicles are SUV's. Mr. Sacchinelli asked if they have the same life span. Deputy Chief Zecca said "yes" and the officers seem to prefer the SUV and for font line patrol cars and there is no longer a good option and they are much safer. Mr. Yerinides asked if they will be all black. Deputy Chief Zecca said "yes" with gold writing

and it is less expensive to do all one color. Mr. Yerinides asked if there are any vehicles that are easy to identify. Deputy Chief Zecca most of the vehicles have light bars so they are very identifiable as police vehicles. Mr. Yerinides asked if the old cars will be auctioned. Deputy Chief Zecca said they will be passed down to other divisions.

**** MR. TSIRANIDES MOVED TO AMEND THE ITEM TO CHANGE THE NOT TO EXCEED AMOUNT FROM \$168,000 TO \$183,000**

**** THE MOTION PASSED UNANIMOUSLY.**

**** MR. TSIRANISIES MOVED TO APPROVE THE ITEM AS AMENDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

4. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION FOR THE SHARED USE OF THE CONNECTICUT LAND MOBILE RADIO NETWORK (CLMRN).

Deputy Chief Zecca said the infrastructure is outdated and they have been patching it together for years and they want to overhaul the entire radio system and have determined that going on the State's system would be the best option, and they are currently in discussions with them and Motorola to begin moving the planning of that forward. Mr. Yerinides asked if there will be information that will need to be shared with the State. Deputy Chief Zecca said that they will be using their infrastructure and there may be a need for additional equipment to increase the coverage in Norwalk. Mr. Yerinides asked if the State will be getting anything that they currently don't have in the City of Norwalk. Deputy Chief Zecca said anyone who is sharing on the system would share in the increased coverage. Mr. Yerinides asked if more or fewer people will be able to know what is happening in Norwalk. Deputy Chief Zecca said it will be beneficial to be able to be in contact with other Police Departments. Mr. Hosten said that the City of Norwalk currently does not share information with Federal authorities regarding immigration status and asked if this will have any impact on that policy. Deputy Chief Zecca said she doesn't see how it would.

**** MR. YERINIDES MOVED TO APPROVE THE ITEM.**

**** THE MOTION PASSED UNANIMOUSLY.**

5. AUTHORIZE THE POLICE CHIEF THOMAS KULHAWIK TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS OR AMENDMENTS AS MAY BE NECESSARY TO IMPLEMENT THE MEMORANDUM OF UNDERSTANDING RELATED TO THE CONNECTICUT LAND MOBILE RADIO NETWORK.

**** MR. YERINIDES MOVED TO APPROVE THE ITEM.**

**** THE MOTION PASSED UNANIMOUSLY.**

Discussion Items:

1. Measles

Ms. D'Amore presented and said when measles presents itself it comes with a very high fever, and the rash appears three to five days after the symptoms begin. It could be difficult to know if you have measles until after the rash is developed. She said it is a serious disease and is very contagious. She said that it is more contagious than the Ebola virus. This year the measles cases have increased and it is recommend that the first dose of vaccine be given between one and two years old the second between four and six years old. Ms. D'Amore said that Connecticut has an immunization action plan that tracks children up to the age of two to see how up to date they are with vaccine schedule and currently 87% of children up to the age of two are up to date with the recommended schedule in Connecticut, and Norwalk is the highest with 93%. There is a program within the Health Department that covers Norwalk, Wilton, Westport, Weston and New Canaan, and is through the State Health Department and they follow everyone who is in the system to see if they are up to date and staff will contact those who are not and connect them back into vaccine services. Currently every child that is going into school is required to have the measles vaccine, but there are two exceptions to that: a religious exemption and a medical exemption. State legislators have been thinking about the religious exemption and thinking about whether it should or shouldn't be eliminated. The State legislators have asked the State Health Commissioner to give an opinion on it. Mr. Holsten asked if it is tracked on how many people request the exemptions. Ms. D'Amore said "yes" and reviewed the percentages within the schools. She said that the State is seeing an upward trend with incoming kindergarteners that are requesting a religious exemption. Mr. Sacchinelli asked if there has ever been municipal enforcement. Ms. D'Amore said she does not believe they have the authority as a municipality to set laws around vaccination requirements but she could check with the Law Department. She gave an overview of the measles response plan and said that the state and local Health Departments have joint responsibilities to deal with the issues, and the State Health Department takes the lead in confirming cases and notify the Health Departments in their jurisdictions that has either had or been exposed to measles and it their job to do contact tracing. Mr. Sacchinelli asked what the best way to get the message of the importance of vaccinations is to the public. Ms. D'Amore said that she will speak with Ms. Argondezzi, Health Educator, about ways to do more messaging around measles. The committee also agreed to write a resolution to be reviewed at the next meeting.

V. ADJOURNMENT

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

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 8:20 p.m.

Respectfully submitted,

Dilene Byrd
Telesco Secretarial Services

Norwalk Police Department
Administration

Memo

To: Common Council Members

From: Deputy Chief Susan Zecca

Date: August 6, 2019

Re: 2019 Port Security Authorization

I have attached the Norwalk Police Department's, 2019 Department of Homeland Security, Federal Emergency Management Agency, Port Security Grant Program Investment Justification for your review. Funding for new electronic navigations systems would come from the grant and asset forfeiture funds. The funding would provide 75 % of the cost of the equipment and asset forfeiture funds will be used for the remaining 25%. I am requesting the following authorization:

Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to apply for and accept grant funds from the Department of Homeland Security, Federal Emergency Management Agency under the 2019 Port Security Grant Program, in the amount of \$42,973.75.

Authorize the Police Chief, Thomas Kulhawik to execute any and all agreements, documents, instruments and amendments as may be necessary to implement all programs through the 2019 Post Security Grant Program pursuant to said funding. Accounts TBD and 030000 2660.

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

SENSITIVE
SECURITY
INFORMATION

OMB Control Number: 1660-0114
Expiration: 05/31/2020

PORT SECURITY GRANT PROGRAM INVESTMENT JUSTIFICATION

Warning: Please follow the Notice of Funding Opportunity Guidance while completing this form.

PART I - INVESTMENT HEADING

ORGANIZATION NAME (Legal Name Listed On The SF-424): City of Norwalk		STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED: Connecticut	
TYPE OF ORGANIZATION: Local Agency	STATE OR LOCAL AGENCY: First Responder – Law Enforcement	OTHER:	
PROJECT'S CAPTAIN OF THE PORT ZONE: Long Island Sound	INVESTMENT JUSTIFICATIONS (Ex. 1 of 1): 3 of 3		

PART II - BASIC PROJECT INFORMATION

PROJECT TITLE: Raymarine Multi-functional Display Technology		
PROJECT SERVICE(S)/EQUIPMENT SUMMARY:		
IS THIS PROJECT EXEMPT FROM THE REQUIRED COST SHARE OUTLINED IN 46 U.S.C. 70107?		
IF YES, IDENTIFY THE COST SHARE EXEMPTION :		
FEDERAL SHARE: \$32230.31	COST SHARE: \$10743.44	TOTAL PROJECT COST: \$42973.75
(Total Project Cost x 0.75)	(Total Project Cost x 0.25)	(Fed Share/0.75; or Cost Share/0.25)
PROJECT CATEGORY: Equipment	NEW CAPABILITY OR MANAGEMENT/SUSTAINMENT: Maintenance/Sustainment	

PART III - ELIGIBILITY INFORMATION

PLEASE REVIEW THE NOTICE OF FUNDING OPPORTUNITY AND 46 U.S.C. 70107

WHICH PLAN(S) APPLIES TO YOUR ORGANIZATION?:	AREA MARITIME SECURITY PLAN: ☒	FACILITY SECURITY PLAN: ☐
	PORT-WIDE RISK MANAGEMENT PLAN: ☒	VESSEL SECURITY PLAN: ☐
IF NONE OF THE ABOVE ARE APPLICABLE, PLEASE LIST OTHER PORT RELATED SECURITY PLANS OR CIRCUMSTANCES THAT APPLY TO THIS PROJECT AND YOUR ORGANIZATION:		☒ N/A
ACTIVE PARTICIPANT OF AN AREA MARITIME SECURITY COMMITTEE? Yes	IS THIS APPLICATION ON BEHALF OF ANOTHER ENTITY OR SUBMITTED AS A CONSORTIUM? No	
IS THE PROJECT SITE OWNED BY YOUR ORGANIZATION? No	IF THE PROJECT SITE IS NOT OWNED OR OPERATED BY YOUR ORGANIZATION, PLEASE EXPLAIN YOUR ORGANIZATION'S RELATION TO THE PROJECT SITE:	☒ N/A
IS THE PROJECT SITE OPERATED BY YOUR ORGANIZATION? No		
IS THE PROJECT SITE A FACILITY OR VESSEL THAT IS REGULATED UNDER THE MARITIME TRANSPORTATION SECURITY ACT (MTSA) OF 2002, AS AMENDED?		No
STATE AND LOCAL AGENCIES ONLY - IS YOUR AGENCY REQUIRED TO PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES?		No
STATE AND LOCAL AGENCIES ONLY - ARE YOU THE PRIMARY RESPONDING AGENCY TO MTSA REGULATED FACILITY?		No

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SENSITIVE SECURITY INFORMATION

PART IV - POINT(S) OF CONTACT FOR ORGANIZATION			
SIGNATORY AUTHORITY FOR ENTERING INTO A GRANT AWARD AGREEMENT		AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT	
NAME:	Harry W. Rilling	NAME:	Peter R. Lapak
ORGANIZATION:	City of Norwalk	ORGANIZATION:	Norwalk Police Department
ADDRESS:	125 East Avenue Norwalk, CT 06851	ADDRESS:	1 Monroe Street Norwalk, CT 06854
PHONE:	203-854-7701	PHONE:	203-854-3077
E-MAIL:	HRilling@norwalkct.org	E-MAIL:	PLapak@norwalkct.org
PART V - PHYSICAL LOCATION OF PROJECT			
The intent of this section is to verify the primary location the project is being implemented to address the PSGP and port area priorities. The applicant's primary area of responsibility for utilizing the project should be identified. This includes training, exercises, interoperable systems, vessel equipment and regionally beneficial projects. Secondary areas of responsibility are not considered the project location. Please identify the location from which the project will be implemented/deployed (the applicant facility address), such as fire or police departments or MTSA regulated facility.			
PHYSICAL ADDRESS OF THE PROJECT LOCATION:		BRIEF DESCRIPTION OF THE PROJECT LOCATION:	
Street Address: 1 Monroe Street		The requested Raymarine multi-functional display will meet STEDS SBU encryption standards using the Lighthouse III First Responder version of software. This will allow USCG Command Centers and vessels to send texts, Targets of Interest (TOIs) and Search and Rescue patterns to two vessels operated by the Norwalk Police Marine Unit.	
City: Norwalk			
State: CT	Zip Code: 06854		
LATITUDE & LONGITUDE: 41°05'48.2"N 73°25'20.3"W			
STATE AND LOCAL AGENCIES ONLY - ROLE IN PROVIDING LAYERED PROTECTION OF REGULATED ENTITIES			
DESCRIBE YOUR ORGANIZATION'S SPECIFIC ROLES, RESPONSIBILITIES AND ACTIVITIES IN DELIVERING LAYERED PROTECTION. The City of Norwalk, located on the coastline of Long Island Sound, approximately eight miles west of Bridgeport and approximately 40 miles from New York Harbor, is the application. Norwalk, a city of approximately 90,000, is an integral part of a major transportation corridor running from New York state line to the New England ports of Stamford, Norwalk, and Bridgeport, containing approximately 30 miles of Interstate 95, the Metro-North/Amtrak Rail Lines into Manhattan, and interstate shipping. Metro-North and I-95 bridges are located in Norwalk. King Industries, a major chemical plant, is located in Norwalk Harbor, and was previously identified as a site eligible for the Buffer Zone Protection Program. An attack on their hazardous material tank farm would create an environmental catastrophe of huge proportions, paralyzing Southwestern Connecticut's transportation infrastructure. Manresa Power Plant still has a sub-station with under-Sound cables that reach Long Island. The Norwalk Harbor constitutes 47 square miles of Long Island Sound, and 21 miles of shoreline. This includes Wilson Cove and nearly all of the navigable water of the Five Mile River in Rowayton, bordering on the Town of Darien, CT. The Norwalk Islands, or Norwalk Archipelago, are a series of approximately 15 islands that fall without the City's area of responsibilities. The Norwalk Harbor is a mixed-use waterway combining commercial and recreational vessel use. There are over 12 marinas with slips for several hundred vessels. Other various groups, organizations, and companies utilize Norwalk waters, including but not limited to The Maritime Aquarium at Norwalk, five collegiate rowing clubs with memberships of approximately 500, King Industries chemical plant, and Eversource Energy Gas Division. In addition, Norwalk Harbor is home to thriving recreational and shellfish industries, and is one of the largest recreational boating centers on Long Island Sound. Norwalk is home to one of the largest commercial oyster industries in the world. Infrastructure that is vital to the economy of Fairfield County and the State of Connecticut spans the Norwalk River via the Metro-North New Haven Railroad Bridge, the Route 136 State Highway Bridge and the New England Thruway Bridge for Interstate 95 – all crossing the Norwalk River inner channel to the Harbor. In addition, telephone and electric utility cables are under this portion of the Harbor. The Norwalk Police Marine Division is staffed year-round. Two police patrol vessels are maintained in the water beyond what adjacent jurisdiction recognize as the "boating season" up to and including the winter months. This is a period where response capabilities of emergency personnel and public safety vehicles is greatly diminished. The Norwalk Police Marine Unit coordinated with other region assets for services incl			
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SENSITIVE SECURITY INFORMATION

PART VI - ALL AGENCIES/ORGANIZATION - IMPORTANT FEATURES

DESCRIBE ANY OPERATIONAL ISSUES YOU DEEM IMPORTANT TO THE CONSIDERATION OF YOUR APPLICATION (e.g., interrelationship of your operations with other eligible high-risk ports, Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA), Etc.). **PLEASE LIST ALL AGENCIES WITH WHOM YOU HAVE A MARITIME SECURITY MOU OR MOA.**

The requested electronics are to replace the existing obsolete Raymarine and Garmin Chart plotters and navigation systems onboard the primary vessel platforms. The Sensitive But Unclassified (SBU) Tactical Information Exchange and Display System (STEDS) encryption capabilities using Lighthouse III will allow U.S. Coast Guard (USCG) Command Centers and vessels to send texts, Targets of Interest (TOIs), and search and rescue patterns. The equipment will be installed on a rapid-response, high-speed RHIB and on an aluminum hull diesel patrol boat. The patrol boat has increased range and all-weather capability to stay on station for extended periods of time. The Raymarine Lighthouse III systems will enhance our vessel's interoperability with the USCG assets and adjacent public safety assets.

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SENSITIVE SECURITY INFORMATION

PART VII - INVESTMENT JUSTIFICATION ABSTRACT

WHAT WILL THIS PROJECT INVESTMENT FUND (i.e. vessels, radios, cameras, construction, contracts, fencing, etc.)?

Vessel electronics inclusive of navigation and communication systems

ARE ANY PROJECT ITEMS ON THE CONTROLLED EQUIPMENT LIST
(please reference **FEMA Information Bulletin 407**):

No

IF YES, PLEASE PROVIDE THE AUTHORIZED EQUIPMENT LIST (AEL) NUMBER(S) FOR CONTROLLED EQUIPMENT:

SUMMARIZE THE PROPOSED INVESTMENT JUSTIFICATION.

THE FOLLOWING MUST BE INCLUDED:

- DESCRIBE HOW THIS INVESTMENT ADDRESSES THE CAPTAIN OF THE PORT'S PRIORITIES
- EXPLAIN HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESILIENT PORT AREA
- IDENTIFY ASSETS BEING REQUESTED
- IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST

The Norwalk Marine Police Unit is an active member of the USCG Region #1. The unite interoperates with adjacent Law Enforcement and Fire marine agencies inclusive of the North Shore of Suffolk and Nassau Counties, Long Island, NY. To Sustain and greatly enhance this interoperability, the Norwalk Marine Police Unit needs to replace its obsolete navigation systems. The Raymarine Multi-functional Display (MFD) will meet the STEDS SBU encryption standards using Lighthouse III first responder's version. This capability will allow USCG Command Centers and vessels to send texts, Targets of Interest (TOI) and search and rescue patterns via the regular non-encrypted Automated Identification System (AIS) to the unit for both search and rescue and law enforcement marine missions. To support the U.S. Coast Guard's search and rescue mission and for the Norwalk Marine Police Unit's role in mass rescue operations related to potential Marine Transport System Security Incidents, the Raymarine Lighthouse operating system offers pre-programmed search and rescue (SAR) patterns, allowing the USCG to more effectively execute coordinated multi-vessel SAR operations. The Lighthouse system also features a advanced graphical target intercept tools and encrypted communications designed to increase safety, ensure situational awareness, and enhance mission success rates.

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SENSITIVE SECURITY INFORMATION

PART VIII - NATIONAL PRIORITIES

IDENTIFY ONE NATIONAL PRIORITY THIS INVESTMENT MOST CLOSELY SUPPORTS:

Enhancing IED and CBRNE Prevention, Protection, Response and Supporting Recovery Capabilities

DESCRIBE HOW, AND THE EXTENT THIS INVESTMENT JUSTIFICATION MEETS ONE OR MORE OF THE NATIONAL PRIORITIES.

THE FOLLOWING MUST BE INCLUDED:

- HOW THIS INVESTMENT ADDRESSES VULNERABILITIES IDENTIFIED WITHIN AN AREA MARITIME SECURITY PLAN, FACILITY SECURITY PLAN, VESSEL SECURITY PLAN, OR OTHER IDENTIFIED PLAN(S).

The equipment replacement is critical to the operations of the Norwalk Marine Police Unit so that it can continue to provide prevention, resilience, and recovery as well as Mutual Aid throughout the Region, and to maintain its MARSEC Police capabilities. Norwalk is an integral part of a densely populated urban transportation corridor running from the New York State Line to the New England Ports of Stamford, Norwalk, and Bridgeport, containing approximately 30 miles of Interstate 95, the Metro-North/Amtrak rail lines into Manhattan, and interstate shipping. Metro-North and I-95 have bridges that span the Norwalk Harbor. King Industries, a major chemical plant, is located in Norwalk Harbor. It was previously identified as a site eligible for the Buffer Zone Protection Plan. An attack on their hazardous material tank farm would create an environmental disaster of huge proportions, paralyzing Southwestern Connecticut's transportation infrastructure. Norwalk is home to thriving commercial and recreation shellfishing and is the largest recreational boating harbor on Long Island Sound. The Norwalk Police Boats regularly patrol the coastline, maintain surveillance and provide protection for these critical facilities and resources. Norwalk is a key link in the continuity of protection along the Southwestern Connecticut coastline.

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SENSITIVE SECURITY INFORMATION

PART IX - NATIONAL PREPAREDNESS GOAL

IDENTIFY ONE CORE CAPABILITY THIS INVESTMENT MOST CLOSELY SUPPORTS:

Intelligence and Information Sharing

PART X - IMPLEMENTATION PLAN

PROVIDE A HIGH-LEVEL TIMELINE OF MILESTONES FOR THE IMPLEMENTATION OF THIS INVESTMENT, SUCH AS PLANNING, TRAINING, EXERCISES, AND MAJOR ACQUISITIONS OR PURCHASES. UP TO 10 MILESTONES MAY BE SUBMITTED.

THE FOLLOWING MUST BE INCLUDED:

- MAJOR MILESTONES OR RELEVANT INFORMATION THAT IS CRITICAL TO THE SUCCESS OF THE INVESTMENT
- MAJOR TASKS THAT WILL NEED TO OCCUR (E.G. DESIGN AND DEVELOPMENT, CONTRACTUAL AGREEMENTS, PROCUREMENT, DELIVERY, INSTALLATION AND PROJECT COMPLETION)

1. Finalize grant contract with FEMA by September 1, 2019
2. Request bids from potential vendors by September 30, 2019
3. Bids evaluated and vendor chosen by October 31, 2019
4. Equipment purchased by December 31, 2019
5. Training begins January 2020 and is ongoing
6. Provide reports as required by FEMA - ongoing

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FY 2019 PSGP Sample Budget Detail Worksheet

A. Equipment. List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization's own capitalization policy and threshold amount for classification of equipment may be used). Identify the Authorized Equipment List number (AEL #) for items requested. Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used. For CBRNE Vessels or Vehicles, list the specific CBRNE equipment that will be installed on the vessel or vehicle, including equipment already owned by the applicant.

Budget Narrative: The requested Raymarine multi-functional display will meet STEDS SBU encryption standards using the Lighthouse III First Responder version of software. This will allow USCG Command Centers and vessels to send texts, Targets of Interest (TOIs) and Search and Rescue patterns to two vessels operated by the Norwalk Police Marine Unit.

Budget Summary - When the budget detail worksheet has been completed, applicants should transfer the total for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Amount	Non-Federal Amount
A. Personnel		
B. Fringe Benefits		
C. Travel		
D. Equipment	\$32,230.31	\$10,743.44
E. Supplies		
F. Consultants/Contracts		
G. Other		
H. Indirect Costs		

Total Requested Federal Amount	Total Non-Federal Amount
\$32,230.31	\$10,743.44
Combined Total Project Costs	
\$42,973.75	

AXIOM Pro 12 RVX Multifunction Display with RealVision 3D, 1kW CHIRP Sonar and N	3999.99
AXIOM Pro 12 RVX Multifunction Display with RealVision 3D, 1kW CHIRP Sonar and Li	3849.99
Pack of RV-220 RealVision 3D Bronze Through Hull Transducers, Port and Starboard 2	1499.99
B75H Bronze Low Profile D/T Through Hull Transducer 20° Angle (600W)	699.99
Single B75/B175 Operation Cable	49.99
Raystar 150 10Hz GPS/Glonass antenna (STng)	299.99
4kW 24" (608mm) HD Color Radome no Cable	2449.99
M625S Stabilized Thermal Camera (640 x 480, NTSC, 30Hz) with JCU	14695
5m Digital Radar Cable with Raynet Connector	119.99
Evolution EV1 Sensor Core	599.99
STNG Starter Kit (1xA06064, 2xA06031, 1xA06040, 1xA06049)	99.99
5 Way Connector	29.99
Backbone Cable 1m	29.99
HS-5 Network Switch (Raynet)	269.99
Total	28694.87

AXIOM Pro 9 RVX Multifunction Display with RealVision 3D, 1kW CHIRP Sonar and Lig	2549.99
AXIOM Pro 9 RVX Multifunction Display with RealVision 3D, 1kW CHIRP Sonar and Na	2699.99
Quantum 2 Q24D Doppler 18" Radar with 10m Power and Data Cable	1949.99
Pack of RV-220 RealVision 3D Bronze Through Hull Transducers, Port and Starboard 2	1499.99
M232 Pan and Tilt Thermal Camera (9Hz, IP Video Output)	3499
B75H Bronze Low Profile D/T Through Hull Transducer 20° Angle (600W)	699.99
Single B75/B175 Operation Cable	49.99
Raystar 150 10Hz GPS/Glonass antenna (STng)	299.99
Evolution EV1 Sensor Core	599.99
STNG Starter Kit (1xA06064, 2xA06031, 1xA06040, 1xA06049)	99.99
5 Way Connector	29.99
Backbone Cable 1m	29.99
HS-5 Network Switch (Raynet)	269.99
Total	14278.88

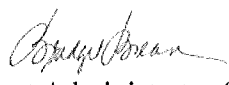
*\$42,973.75



FEMA

**Grant Programs Directorate
Information Bulletin No. 443
August 2, 2019**

MEMORANDUM FOR: All State Administrative Agency Heads
All State Administrative Agency Points of Contact
All Urban Area Security Initiative Points of Contact
All State Homeland Security Directors
All State Emergency Management Agency Directors
All Eligible Regional Transit Agencies
All Private Sector Transportation Security Partners
All Public and Private Sector Port Security Partners
All Tribal Nation Points of Contact

FROM: Bridget Bean 
Acting Assistant Administrator for Grant Programs
Grant Programs Directorate

SUBJECT: Fiscal Year 2019 Preparedness Grant Programs
Final Allocation Announcement

Today, the Federal Emergency Management Agency (FEMA), a component of the Department of Homeland Security (DHS), is announcing the final awards and allocations under the Fiscal Year (FY) 2019 preparedness grant programs. These are:

- Homeland Security Grant Program (HSGP)
 - State Homeland Security Program¹
 - Urban Area Security Initiative¹
 - Operation Stonegarden
- Emergency Management Performance Grant (EMPG) Program¹
- Tribal Homeland Security Grant Program (THSGP)
- Nonprofit Security Grant Program (NSGP)
- Port Security Grant Program (PSGP)
- Transit Security Grant Program (TSGP)
- Intercity Passenger Rail (IPR) Program – Amtrak¹
- Intercity Bus Security Grant Program (IBSGP)

¹ Grant allocations for these programs were announced on April 12, 2019 as part of the Notice of Funding Opportunity release as well as the Grant Programs Directorate Information Bulletin #440.

FY 2019 Tribal Homeland Security Grant Program (THSGP)

The THSGP provides \$10,000,000 to directly eligible tribes to support the building, sustainment, and delivery of core capabilities to enable tribes to strengthen their capacity to prevent, protect against, mitigate, respond to, and recover from potential terrorist attacks.

FY 2019 Nonprofit Security Grant Program (NSGP)

In FY 2019, the Nonprofit Security Grant Program provides \$60,000,000 in funding support for target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of a terrorist attack. Of this amount, \$50,000,000 in funding was available to nonprofit organizations located within one of the specific UASI-designated high-risk urban areas. In FY 2019, additional, separate funding in the amount of \$10,000,000 has also been appropriated for nonprofit organizations located outside of FY 2019 UASI-designated high-risk urban areas. The intent of the FY 2019 NSGP is to competitively award grant funding to assist nonprofit organizations in obtaining the resources required to support and integrate the preparedness activities of nonprofit organizations that are at high risk of a terrorist attack with broader state and local preparedness efforts. The program seeks to integrate nonprofit preparedness activities with broader state and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as state and local government agencies. The Nonprofit Security Grant Program is a competitive grant program.

FY 2019 Port Security Grant Program (PSGP)

The PSGP provides \$100,000,000 for transportation infrastructure security activities to implement Area Maritime Transportation Security Plans (AMSPs) and facility security plans among port authorities, facility operators, and state and local government agencies required to provide port security services. The purpose of the FY 2019 PSGP is to competitively award grant funding to support increased port-wide risk management; enhance domain awareness; conduct training and exercises; expand port recovery and resiliency capabilities; further capabilities to prevent, detect, respond to, and recover from attacks involving improvised explosive devices and other non-conventional weapons.

FY 2019 Transit Security Grant Program (TSGP)

The TSGP provides \$88,000,000 to support transportation infrastructure security activities. The TSGP provides funds to eligible publicly owned operators of public transportation (which includes intra-city bus, commuter bus, ferries, and all forms of passenger rail) to protect critical surface transportation infrastructure and the traveling public from acts of terrorism, and to increase the resilience of transit infrastructure.

FY 2019 Intercity Passenger Rail (IPR) Program – Amtrak

In FY 2019, the IPR Program provides \$10,000,000 to the National Passenger Railroad Corporation (Amtrak) to protect critical surface transportation infrastructure and the traveling public from acts of terrorism, and to increase the resilience of the Amtrak rail system.

FY 2019 Port Security Grant Program			
State	Port Area	Entity Name	Award
Connecticut	Long Island Sound	Fairfield CT Fire Dept	\$90,932
Connecticut	Long Island Sound	Groton Town CT Police Dept	\$25,000
Connecticut	Long Island Sound	JDZ Marine TOWBOAT Mystic CT	\$9,215
Connecticut	Long Island Sound	McAllister Towing of NARR	\$93,700
Connecticut	Long Island Sound	Mystic CT Fire Dept	\$16,000
Connecticut	Long Island Sound	New Haven CT	\$197,072
Connecticut	Long Island Sound	Norwalk CT Fire Dept	\$32,230
Connecticut	Long Island Sound	Stamford CT	\$29,397
Delaware	Delaware Bay	Delaware City Refining Company LLC	\$530,000
Delaware	Delaware Bay	Delaware State Police	\$385,750
Delaware	Delaware Bay	State of Delaware, DNREC	\$227,290
Delaware	Delaware Bay	Wilmington Fire Department	\$14,000
Florida	Jacksonville, FL	City of Jacksonville Emergency Preparedness Division	\$202,500
Florida	Key West, FL	City of Key West	\$102,791
Florida	Miami, FL	Miami-Dade County	\$1,188,942
Florida	Miami, FL	Miami-Dade Fire Rescue	\$721,435
Florida	Panama City, FL	City of Panama City - Police Department	\$132,500
Florida	Pensacola, FL	City of Pensacola	\$325,238
Florida	Port Canaveral, FL	Canaveral Port Authority	\$1,078,750
Florida	Port Everglades, FL	Broward County Board of Commissioners	\$675,270
Florida	Port Everglades, FL	Broward Sheriff's Office	\$897,638
Florida	Tampa Bay	City of Tampa Police Department	\$267,633
Florida	Tampa Bay	Hillsborough County Fire	\$9,179
Florida	Tampa Bay	Hillsborough County Sheriff's Office (HCSO)	\$231,450
Florida	Tampa Bay	Kinder Morgan Liquids Terminals Port Sutton	\$95,400
Florida	Tampa Bay	Kinder Morgan Liquids Terminals TampaPlex	\$73,500
Florida	Tampa Bay	Manatee County Port Authority	\$1,425,000
Florida	Tampa Bay	North River Fire District	\$59,052
Florida	Tampa Bay	Tampa Port Authority	\$1,250,775
Georgia	Savannah, GA	Georgia Ports Authority - Savannah	\$999,963
Georgia	Savannah, GA	Imperial Sugar, LP	\$105,000
Guam	Apra Harbor, Guam	Port Authority of Guam	\$226,484
Hawaii	Honolulu	Hawaii Department of Defense / PAR Hawaii Refining, LLC	\$1,000,000
Illinois	Southern Tip Lake Michigan	Chicago Fire Department	\$828,750
Illinois	Southern Tip Lake Michigan	City of Chicago Office of Emergency Management and Communication	\$611,250
Illinois	Southern Tip Lake Michigan	City of Chicago Police Department	\$967,797
Illinois	Southern Tip Lake Michigan	Navy Pier, Inc.	\$244,013
Illinois	St. Louis, MO and IL	City of Madison Fire Department	\$24,470
Illinois	St. Louis, MO and IL	Illinois DNR	\$38,363
Indiana	Southern Tip Lake Michigan	Indiana Department of Natural Resources Law Enforcement Division	\$25,000



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

MEMORANDUM

TO: Deanna D'Amore – Director of Health

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

CC: Anthony Carr, P.E., C.F.M. – Chief of Operations and Public Works
Lisa Burns, P.E. - Principal Engineer

REF: Requests For Additional Street Lighting

DATE: August 15, 2019

Per our conversation, the Department of Public Works has received petitions from the residents on Betmarela Road, Center Avenue Extension and Earl Street requesting that street lighting be installed. There are currently no street lights on Betmarela Road and Earl Street, and there are no street lights at the north end of Center Avenue Extension at the Cul-De-Sac.

I have reviewed the three locations in the field with Mr. Jeffrey Baxter from Eversource Electric and estimate that nine (9) new 31 Watt LED street lights would be installed on Betmarela Road (see attached plan), two (2) new 31 Watt LED street lights would be installed at the east end of Earl Street (see attached plan) and two (2) new (one 31 Watt and one 47 Watt) LED street lights would be installed at the north end of Center Avenue Extension at the Cul-De-Sac (see attached plan). Mr. Baxter has indicated that the cost of the electricity for the 31 Watt LED lights is approximately \$20.00 per month per light and for the 47 Watt Led light is approximately \$30.00 per month per light. The cost of the installation of the new pole and associated wire for the installation of the 47 Watt LED light in the Cul-De-Sac at Center Avenue Extension is a one-time cost of approximately \$2,200. I have attached the copies of the request letters and petitions, the Outdoor Photometric Reports for both the 31 and 47 Watt LED light fixtures provided by Eversource Electric, as well as a spreadsheet indicating the Requested Street Light Locations and Estimated Cost for your reference.

Therefore, I would like to request that the following items be included on the agenda for the August 22, 2019 meeting of the Health, Welfare and Public Safety Committee of the Common Council for approval if the Committee determines that they would like to move forward with them.

- 1.) Authorize the Department of Public Works to have Eversource Electric to install nine (9) new street lights on Betmarlea Drive in accordance with the attached plan at an approximate cost of \$180 per month to be paid for from Account No. 0140 21-5241.
- 2.) Authorize the Department of Public Works to have Eversource Electric to install two (2) new street lights on Earl Street in accordance with the attached plan at an approximate cost of \$40 per month to be paid for from Account No. 0140 21-5241.
- 3.) Authorize the Department of Public Works to have Eversource Electric to install a new pole and the associated wire for one (1) of the new street lights at the north end of Center Avenue Extension in accordance with the attached plan at an approximate one-time cost of \$2,200.00 to be paid for from Account No. 0140 21-5241.
- 4.) Authorize the Department of Public Works to have Eversource Electric to install two (2) new street lights at the north end of Center Avenue Extension in accordance with the attached plan at an approximate cost of \$50.00 per month to be paid for from Account No. 0140 21-5241.

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

REQUESTED STREET LIGHTS - LOCATIONS AND ESTIMATED COST

<u>Location</u>	<u>Fixed Cost</u>	<u>Monthly Cost</u>	<u>Notes</u>
282 Fallow Street	\$ -	\$ -	Relocating 1 Existing Light - No Cost Increase
Betmarlea Road	\$ -	\$ 180.00	9 New Lights at \$20/Mo./Light
319 Flax Hill Road	\$ -	\$ -	Reduce Wattage From 51 LED to 31 LED - Reduction In Cost
Center Avenue Extension	\$ 2,200.00	\$ 50.00	Cost of New Pole Installation + \$20/Mo./Regular Light + \$30/Mo./Brighter Light
Earl Street	\$ -	\$ 40.00	2 New Lights at \$20/Mo./Light
10 Hillwood Place	\$ -	\$ -	No Increase In Cost
	\$ 2,200.00	\$ 270.00	

April 16, 2009

MR. ANTHONY CARR

DIRECTOR OF PUBLICWORKS
125 EAST AVENUE
NORWALK, CT
06851

Dear Mr. Carr,

The residents of Betmarlea Road, Norwalk are petitioning the city of Norwalk for street lights. As of now we have no street lights. In the autumn and winter, it is a very dark street for many long hours. For the safety of the all, especially children the majority of the residence on our street would like lights installed. Street lights are needed also for the driving safety of all, being able to find a specific house, especially in cases of emergencies ie: fire department, police, ambulances, visitors, delivery trucks, realtors, etc. Many GPS and navi systems are not able to find certain/specific homes on our streets during the day and at night it's very difficult. Included with this letter is a signed petition from the majority of all the homes on Betmarlea Road.

As the mill rate of our property taxes increases and it has been a rather significant percentage increase on a number of our homes on this street as of lately, we believe our street should reflect a bit more in what we contribute tax wise.

Would you please be so kind and review our request and perhaps find it within the city's budget to install street lights on Betmarlea Road for this upcoming autumn and winter 2019. Thank you kindly in advance.

Sincerely,

Isabel Molina

EMAIL: molinabella1@gmail.com MOBILE: 832-270-2516

The residents of Betmarlea Road petition the City of Norwalk to install lights on the street for safety and better driving conditions amongst many of the reasons.
Below are the names, addresses and signatures of residents whom petition the city to have lights installed on the public road of Betmarlea.

Print Name	Print address	Signature
Jennifer Hartmann	19 Betmarlea Rd, Norwalk	Jennifer Hartmann
Catherine McGettigan	20 Betmarlea Rd, Norwalk	Catherine McGettigan
Marganna Ostaszewski	22 Betmarlea Rd Norwalk	M. Ostaszewski
Karen Ormsbee	23 Betmarlea Rd Nw	Karen Ormsbee
SANTA TORTORELLA	12 Betmarlea Rd Norwalk	Santa Tortorella
Premila Shah	17 Betmarlea Rd	Premila Shah
MARCIA WILKES	24 BETMARLEA RD NORWALK	Marcia Wilkes
Lynette + Joe Forcellina	6 Betmarlea Rd	L. Forcellina
JOE LYNCH	2 Betmarlea	Joe Lynch
ROBERT LUZ	3 BETMARLEA RD NORWALK	Robert Luz
Jane Elezi	14 Betmarlea Rd Norwalk	Jane Elezi
Mergim Elezi	14 Betmarlea Rd	Mergim Elezi
DAVID DANDOS	14 Betmarlea Rd	David Dandos
SHARON KUTZ	22c Betmarlea Rd	Sharon Kutz
THOMAS HARMEYER	22B BETMARLEA RD	Thomas Har Meyer
ISABEL MOLINA	22B Betmarlea Road	Isabel Molina
Patricia Nineta	Recinos S Betmarlea Rd	Patricia Nineta

put in front
of my house

[illegible]

Bruce Chimento

Director of Public Works

125 East Avenue

Norwalk, Ct 06851

March 19, 2018

Dear Bruce,

Earl Street has no street lights and night safety is a concern. Suspicious activities have been occurring late at night and early morning and is making the residents uneasy. On behalf of all the residents and homeowners on Earl Street we would like to request appropriate street lighting.

Thank you for your support on this issue.

John Curran

Homeowner

On Mon, Mar 5, 2018 at 8:35 PM, Blake, Terry <TBlake@norwalkct.org> wrote:

John,

Thank you for the email and I am happy to attempt to facilitate street lights for you. Please understand this falls under the domain of the utility company, which I believe is South Norwalk Electric. I will contact them as well as the Department of a Public Works to see what can be done.

Terry

Sent from my iPhone

> On Mar 5, 2018, at 8:32 PM, John Curran <jcurran242@gmail.com> wrote:

>

> Dear Lt Terry Blake,

>

> Earl St has no street lights and is considered unsafe at night. Criminal activity has been seen by the neighbors between 1am to 4am recently and in the past and has become a convenient hiding place due to extreme darkness. A street of this size normally would require three lights. On behalf of the homeowners of Earl St I would like to request street lights. Let me know what additional information may be needed to start the process.

>

> Thank you from all the homeowners and tenants of Earl St for your support on this matter

>

> John Curran

Sam + Petra Collins

68 Center Ave. Ext Unit B

Norwalk, CT 06851

203.919.2553

RE: Cul De Sac Street Light Center Avenue Extension

We are concerned with the safety of our families on Center Avenue Extension especially in the cul de sac area. There is ongoing illegal activity in that area at night because it is a very dark spot on street. In addition this area is being used as a dumping place for old furniture and other garbage right across from the neighbor in the cul de sac and also right across the street from 68 Center. We try to keep our street as safe and clean as possible due to neighbors being invested however we are jeopardizing our safety by constantly asking strangers to leave the area or our street. We do call the Norwalk Police department as often as possible to patrol our street at night but also know that this is not a daily task and that is why we are petitioning for a street light in that area which we hope will deter people up to no good from lingering.

Sam + Petra Collins

7/5/2019



Handwritten signature of Petra Collins, with the name 'Petra Collins' written below it in cursive.

PETITION

Center Avenue Extension

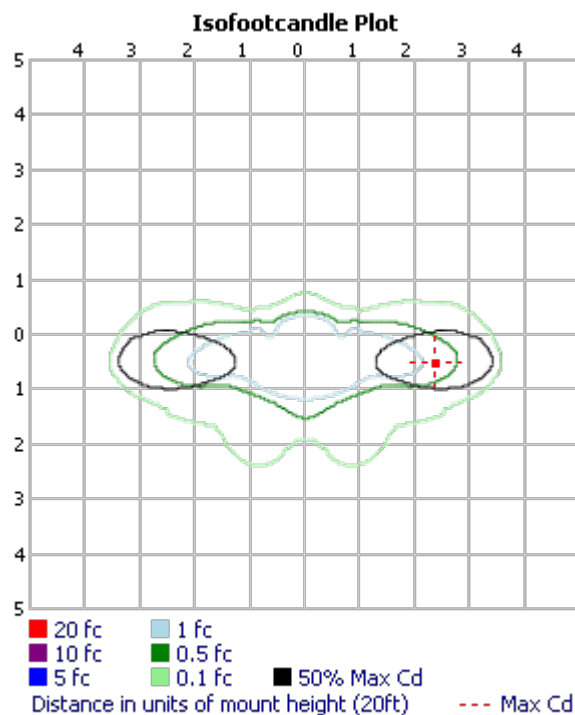
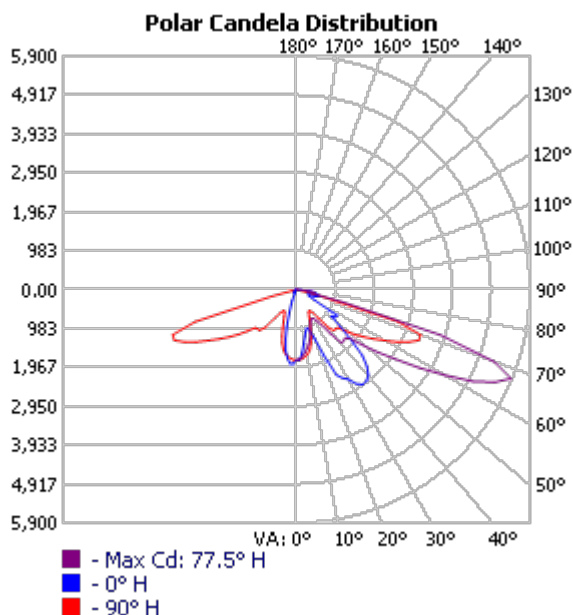
Cul de Sac Street Light

NAME	ADDRESS	DATE	SIGN	PRINT
<i>[Signature]</i>	68 Center Ave	07/06/19	<i>[Signature]</i>	SAM COLLINS
Petra Collins	68 Center Ave	7/06/19	<i>[Signature]</i>	PETRA COLLINS
<i>[Signature]</i>	62 Center Ave Ext B	7/07/19	<i>[Signature]</i>	Avery Collins
Franklin Roberts	68 A Center Ave		<i>[Signature]</i>	F R
Evet Roberts	68 A Center Ave		<i>[Signature]</i>	
Akeem Roberts	68 A Center Ave		<i>[Signature]</i>	
Angelica Pardo	64 Center Ave Ext North	7/7/19	<i>[Signature]</i>	Angelica Pardo
MARTIN LAURIE	64 Center Ave Ext B	7/7/19	<i>[Signature]</i>	MARTIN LAURIE
Lin Cearly	64 B Center Ave Ext	7/7/19	<i>[Signature]</i>	
Jen Ploeder	45 Center Ave	7/7/19	<i>[Signature]</i>	Jen Ploeder
Eric Anderson	70 A Center Ave ext	7/13/19	<i>[Signature]</i>	
Alison Held	704 Center Ave ext	7-13-19	<i>[Signature]</i>	
Jason Taylor	62 A Center Ave Ext	7-9-17	<i>[Signature]</i>	Jason Taylor
Gloriana Taylor	62 A center Ave Ext	7-9-17	<i>[Signature]</i>	Gloriana Taylor
Fabiola Goldbaum	17 Rudolf Ln, Norwalk	7/8/19	<i>[Signature]</i>	
Wendy McFarlane	139 Sunrise Hill Dr	7/9/19	<i>[Signature]</i>	Wendy
Tammy Decker	60 Center Ave Ext	7/9/19	<i>[Signature]</i>	Tammy Decker
David Rodriguez	58 Center Ave	7/9/19	<i>[Signature]</i>	David Rodriguez
Angela V. H. Mulska	70 Center Ave Ext Norwalk CT	06/25/19	<i>[Signature]</i>	Angela V. H. Mulska
Kathleen	54 Center Ave. C		<i>[Signature]</i>	

OUTDOOR PHOTOMETRIC REPORT

CATALOG: ATBS F XXXXX R2 3K

TEST #: 107413P31
 TEST LAB: SCALED PHOTOMETRY
 TEST NOTES: SCALED FROM ABSOLUTE TEST: 107413P0
 TEST DATE: 8/10/2016
 CATALOG: ATBS F XXXXX R2 3K
 DESCRIPTION: ATBS F PERFORMANCE PACKAGE, 3000K COLOR TEMPERATURE, ROADWAY TYPE II DISTRIBUTION
 SERIES: AUTOBAHN ATBS
 LAMP CATALOG: LED
 LAMP: LED
 LAMP OUTPUT: TOTAL LUMINAIRE LUMENS: 5136.2, **ABSOLUTE PHOTOMETRY ***
 BALLAST / DRIVER: LED DRIVER, LED DRIVER
 INPUT WATTAGE: 47
 LUMINOUS OPENING: CIRCULAR (DIA: 11.04")
 MAX CD: 5,864.9 AT HORIZONTAL: 77.5°, VERTICAL: 67.5°
 ROADWAY CLASS: MEDIUM, TYPE I



*TEST BASED ON ABSOLUTE PHOTOMETRY WHERE LAMP LUMENS=LUMENS TOTAL.

*CUTOFF CLASSIFICATION AND EFFICIENCY CANNOT BE PROPERLY CALCULATED FOR ABSOLUTE PHOTOMETRY.

VISUAL PHOTOMETRIC TOOL 1.2.46 COPYRIGHT 2017, ACUITY BRANDS LIGHTING.

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PAGE 1 OF 4

OUTDOOR PHOTOMETRIC REPORT
 CATALOG: ATBS F XXXXX R2 3K

ZONAL LUMEN SUMMARY

ZONE	LUMENS	% LUMINAIRE
0-30	978.4	19%
0-40	1,665.3	32.4%
0-60	3,441.6	67%
60-90	1,694.6	33%
70-100	602.5	11.7%
90-120	0.000	0%
0-90	5,136.2	100%
90-180	0.000	0%
0-180	5,136.2	100%

LUMENS PER ZONE

ZONE	LUMENS	% TOTAL	ZONE	LUMENS	% TOTAL
0-10	156.7	3.1%	90-100	0.000	0%
10-20	345.3	6.7%	100-110	0.000	0%
20-30	476.4	9.3%	110-120	0.000	0%
30-40	686.9	13.4%	120-130	0.000	0%
40-50	856.0	16.7%	130-140	0.000	0%
50-60	920.3	17.9%	140-150	0.000	0%
60-70	1,092.1	21.3%	150-160	0.000	0%
70-80	516.7	10.1%	160-170	0.000	0%
80-90	85.7	1.7%	170-180	0.000	0%

ROADWAY SUMMARY

DISTRIBUTION:	TYPE I, MEDIUM	
MAX CD, 90 DEG VERT:	0.000	
MAX CD, 80 TO <90 DEG:	872.9	
	LUMENS	% LAMP
DOWNWARD STREET SIDE:	4,191.7	81.6%
DOWNWARD HOUSE SIDE:	945.4	18.4%
DOWNWARD TOTAL:	5,137.2	100%
UPWARD STREET SIDE:	0.000	0%
UPWARD HOUSE SIDE:	0.000	0%
UPWARD TOTAL:	0.000	0%
TOTAL LUMENS:	5,137.2	100%

LCS TABLE

BUG RATING	B1 - U0 - G1	
FORWARD LIGHT	LUMENS	LUMENS %
LOW(0-30):	605.2	11.8%
MEDIUM(30-60):	2,152.8	41.9%
HIGH(60-80):	1,353.8	26.4%
VERY HIGH(80-90):	80.0	1.6%
BACK LIGHT		
LOW(0-30):	373.6	7.3%
MEDIUM(30-60):	310.3	6%
HIGH(60-80):	256.0	5%
VERY HIGH(80-90):	5.6	0.1%
UPLIGHT		
LOW(90-100):	0.000	0%
HIGH(100-180):	0.000	0%
TRAPPED LIGHT:	0.000	0%

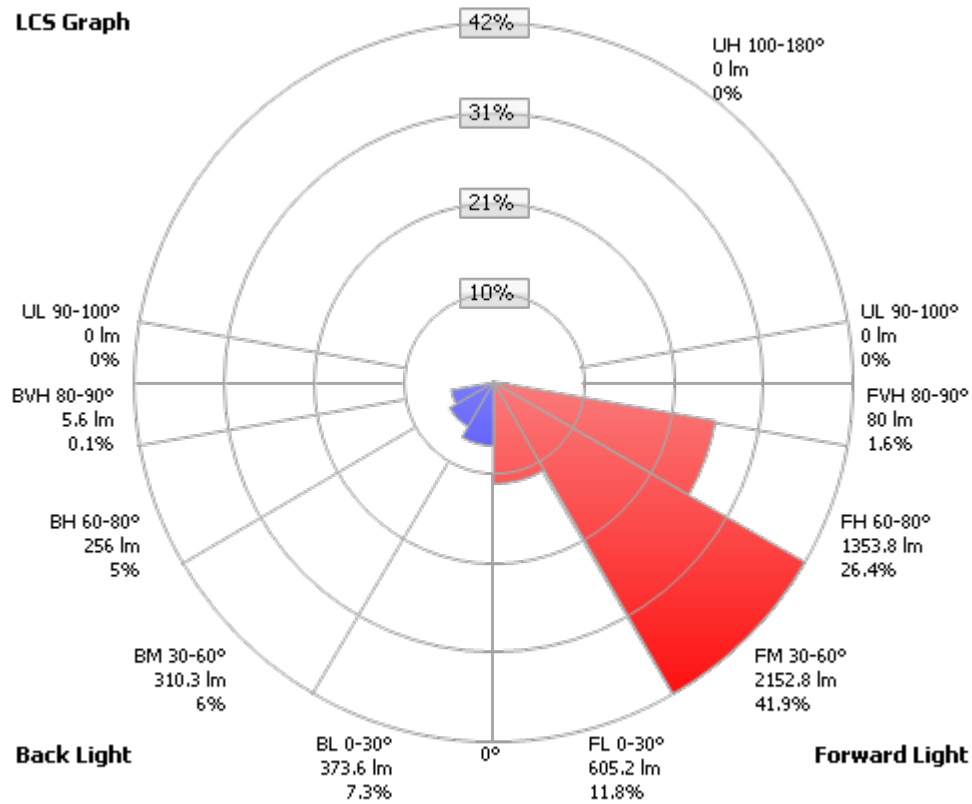

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OUTDOOR PHOTOMETRIC REPORT
 CATALOG: ATBS F XXXXX R2 3K



LCS Graph



Back Light

Forward Light

Scale = Max LCS %

Trapped Light: 0lm, 0%



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 VISUAL PHOTOMETRIC TOOL

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 PAGE 3 OF 4

OUTDOOR PHOTOMETRIC REPORT

CATALOG: ATBS F XXXXX R2 3K

**CANDELA TABLE - TYPE C**

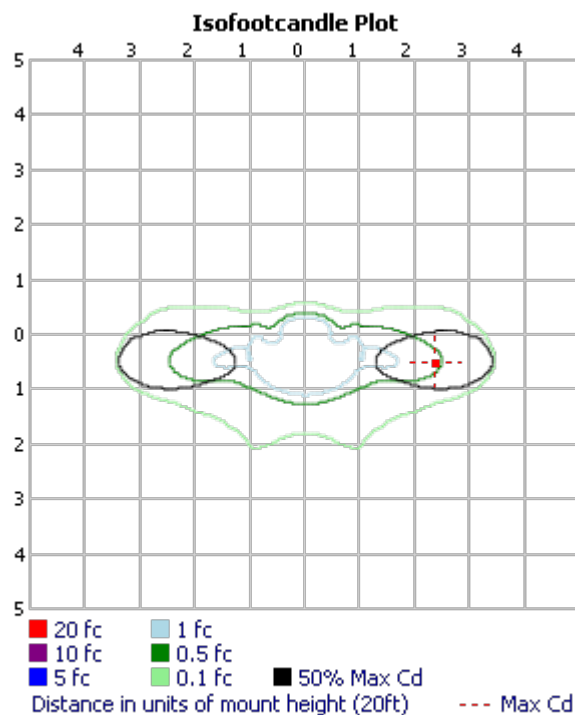
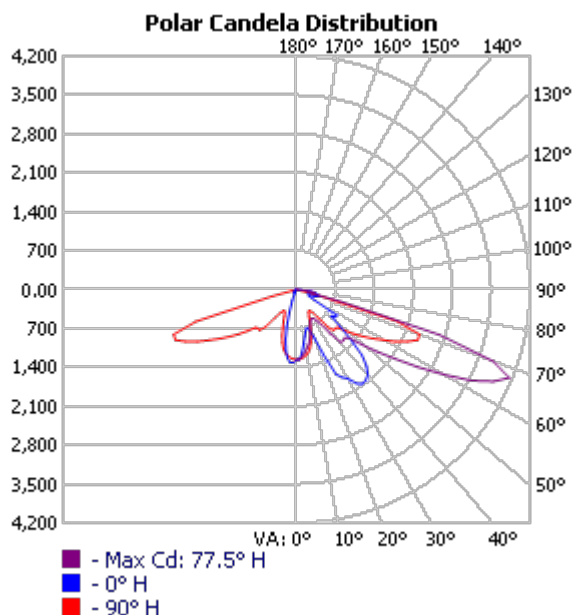
	0	15	25	35	45	55	65	75	85	90	105	115	125	135	145	155	165	175	180
0	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785
5	1597	1518	1526	1548	1575	1608	1652	1683	1726	1747	1800	1827	1846	1857	1862	1867	1872	1873	1870
10	1196	1157	1172	1209	1261	1329	1405	1489	1592	1647	1755	1766	1770	1740	1715	1684	1656	1647	1574
15	1003	1043	1092	1126	1150	1176	1223	1273	1347	1402	1507	1488	1429	1348	1246	1167	1109	1079	963
20	1291	1420	1370	1320	1246	1158	1090	1026	994	1020	1108	1067	977	864	731	623	534	484	408
25	2378	2320	2112	1842	1607	1400	1166	898	748	739	769	709	597	475	345	249	209	196	140
30	2614	2575	2422	2165	1880	1568	1236	902	680	622	527	415	285	186	124	102	92	91	89
35	2923	2774	2541	2183	1901	1799	1572	1151	840	714	459	263	151	107	87	84	83	83	81
40	2820	2653	2484	2185	1867	1729	1704	1764	1481	1240	553	212	98	76	69	73	81	82	81
45	2346	2262	2277	2186	1991	1837	1748	1742	1549	1388	587	159	76	67	68	78	90	87	85
50	1428	1378	1521	1705	1851	2007	2177	2195	1909	1633	469	92	68	61	62	80	77	72	69
55	1211	1001	828	839	1230	1824	2825	3221	2538	2084	518	79	58	52	51	57	63	52	51
60	519	669	903	921	800	1099	3288	4570	3285	2567	581	74	52	43	40	43	46	46	44
65	321	650	848	725	810	1000	2835	5636	4246	3123	626	76	49	38	37	38	39	40	39
70	486	726	803	753	413	921	1614	4807	4760	3335	556	77	42	30	28	29	32	29	27
75	574	638	559	396	211	277	716	918	1298	647	96	55	36	22	21	19	19	18	18
80	477	478	387	201	98	109	395	560	96	39	23	22	21	17	16	16	17	15	14
85	311	283	228	75	33	38	59	250	103	22	13	11	9	9	8	8	8	8	8
90	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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OUTDOOR PHOTOMETRIC REPORT

CATALOG: ATBS C XXXXX R2 3K

TEST #: 107413P37
 TEST LAB: SCALED PHOTOMETRY
 TEST NOTES: SCALED FROM ABSOLUTE TEST: 107413P0
 TEST DATE: 10/25/2016
 CATALOG: ATBS C XXXXX R2 3K
 DESCRIPTION: ATBS C PERFORMANCE PACKAGE, 3000K COLOR TEMPERATURE, ROADWAY TYPE II DISTRIBUTION
 SERIES: AUTOBAHN ATBS
 LAMP CATALOG: LED
 LAMP: LED
 LAMP OUTPUT: TOTAL LUMINAIRE LUMENS: 3628.1, **ABSOLUTE PHOTOMETRY ***
 BALLAST / DRIVER: LED DRIVER, LED DRIVER
 INPUT WATTAGE: **31**
 LUMINOUS OPENING: CIRCULAR (DIA: 11.04")
 MAX CD: 4,142.9 AT HORIZONTAL: 77.5°, VERTICAL: 67.5°
 ROADWAY CLASS: MEDIUM, TYPE I



*TEST BASED ON ABSOLUTE PHOTOMETRY WHERE LAMP LUMENS=LUMENS TOTAL.

*CUTOFF CLASSIFICATION AND EFFICIENCY CANNOT BE PROPERLY CALCULATED FOR ABSOLUTE PHOTOMETRY.

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ZONAL LUMEN SUMMARY

ZONE	LUMENS	% LUMINAIRE
0-30	691.1	19%
0-40	1,176.3	32.4%
0-60	2,431.1	67%
60-90	1,197.0	33%
70-100	425.6	11.7%
90-120	0.000	0%
0-90	3,628.1	100%
90-180	0.000	0%
0-180	3,628.1	100%

LUMENS PER ZONE

ZONE	LUMENS	% TOTAL	ZONE	LUMENS	% TOTAL
0-10	110.7	3.1%	90-100	0.000	0%
10-20	243.9	6.7%	100-110	0.000	0%
20-30	336.5	9.3%	110-120	0.000	0%
30-40	485.2	13.4%	120-130	0.000	0%
40-50	604.7	16.7%	130-140	0.000	0%
50-60	650.1	17.9%	140-150	0.000	0%
60-70	771.5	21.3%	150-160	0.000	0%
70-80	365.0	10.1%	160-170	0.000	0%
80-90	60.6	1.7%	170-180	0.000	0%

ROADWAY SUMMARY

DISTRIBUTION:	TYPE I, MEDIUM	
MAX CD, 90 DEG VERT:	0.000	
MAX CD, 80 TO <90 DEG:	616.6	
	LUMENS	% LAMP
DOWNWARD STREET SIDE:	2,961.0	81.6%
DOWNWARD HOUSE SIDE:	667.8	18.4%
DOWNWARD TOTAL:	3,628.8	100%
UPWARD STREET SIDE:	0.000	0%
UPWARD HOUSE SIDE:	0.000	0%
UPWARD TOTAL:	0.000	0%
TOTAL LUMENS:	3,628.8	100%

LCS TABLE

BUG RATING	B1 - U0 - G1	
FORWARD LIGHT	LUMENS	LUMENS %
LOW(0-30):	427.5	11.8%
MEDIUM(30-60):	1,520.7	41.9%
HIGH(60-80):	956.3	26.4%
VERY HIGH(80-90):	56.5	1.6%
BACK LIGHT		
LOW(0-30):	263.9	7.3%
MEDIUM(30-60):	219.2	6%
HIGH(60-80):	180.8	5%
VERY HIGH(80-90):	3.9	0.1%
UPLIGHT		
LOW(90-100):	0.000	0%
HIGH(100-180):	0.000	0%
TRAPPED LIGHT:	0.000	0%

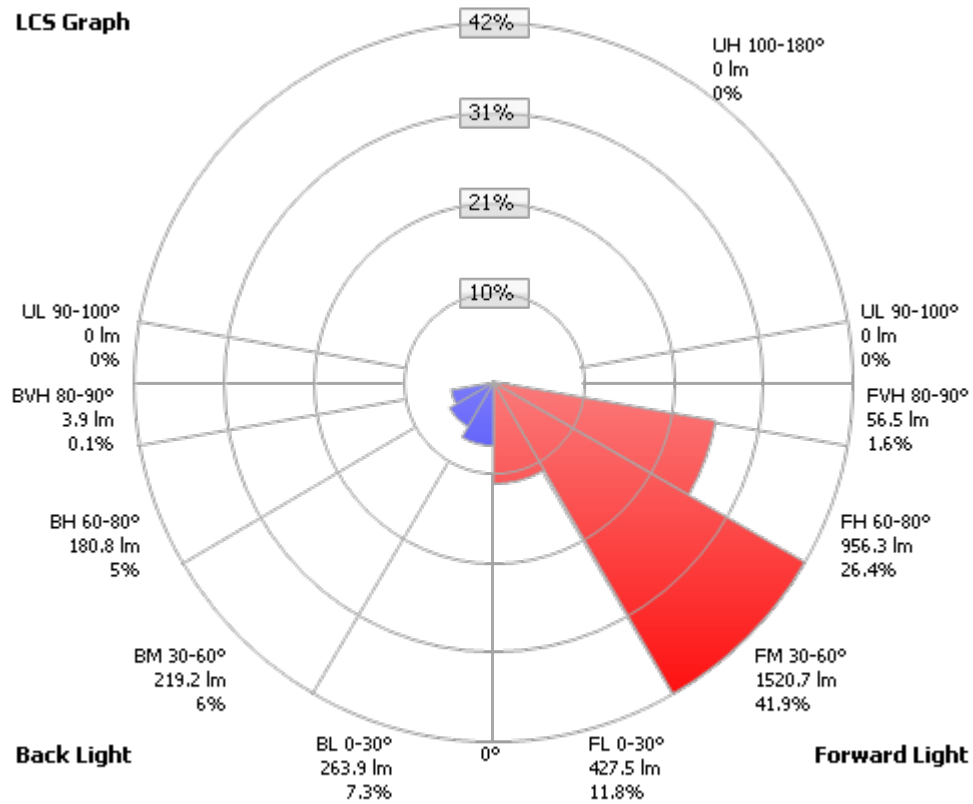

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LCS Graph



Back Light

Forward Light

Scale = Max LCS %

Trapped Light: 0lm, 0%



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**CANDELA TABLE - TYPE C**

	0	15	25	35	45	55	65	75	85	90	105	115	125	135	145	155	165	175	180
0	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261
5	1128	1072	1078	1093	1112	1136	1167	1189	1219	1234	1271	1291	1304	1312	1316	1319	1322	1323	1321
10	845	817	828	854	891	939	992	1052	1124	1164	1240	1247	1251	1229	1211	1189	1170	1164	1112
15	708	737	771	796	813	830	864	900	951	990	1064	1051	1009	952	880	824	783	762	681
20	912	1003	968	932	880	818	770	725	702	721	782	754	690	611	516	440	377	342	289
25	1679	1639	1492	1301	1135	989	824	634	528	522	543	501	422	336	244	176	147	138	99
30	1846	1819	1711	1529	1328	1108	873	637	480	439	372	293	202	132	88	72	65	64	63
35	2065	1960	1795	1542	1343	1271	1110	813	594	504	324	186	107	75	62	59	59	59	57
40	1992	1874	1755	1543	1319	1221	1204	1246	1046	876	391	150	69	53	49	52	57	58	57
45	1657	1598	1608	1544	1406	1298	1235	1230	1094	980	414	112	54	47	48	55	63	61	60
50	1008	974	1074	1204	1308	1418	1538	1551	1349	1154	331	65	48	43	44	57	55	51	49
55	856	707	585	593	869	1288	1996	2275	1793	1472	366	56	41	37	36	40	45	37	36
60	367	472	638	651	565	776	2323	3229	2320	1813	411	52	37	31	29	31	33	33	31
65	226	459	599	512	572	707	2003	3981	2999	2206	442	54	35	27	26	27	28	28	28
70	343	513	568	532	291	651	1140	3396	3363	2356	393	54	29	21	20	20	22	21	19
75	406	450	395	279	149	196	506	648	917	457	68	39	25	16	15	13	13	13	13
80	337	338	274	142	69	77	279	396	68	27	16	16	15	12	11	12	12	11	10
85	219	200	161	53	23	27	41	177	73	15	9	8	7	6	6	5	6	6	5
90	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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**Subcontract Between Optimus Health Care, Inc. and
The City of Norwalk For WIC Program Services**

This Subcontract (this “Subcontract”) is entered into as of the 1st day of October 2019 (“Commencement Date”), by and between **Optimus Health Care Inc.**, 982 East Main Street, Bridgeport, CT 06608 (“Optimus”), and the **City of Norwalk** 125 East Avenue, Norwalk, CT 06851 (“Subcontractor”) to become effective only as of the later of (i) the date of the signature of the authorized officials, of the **Connecticut Department of Public Health** (“DPH”) of the Prime Contract described herein; and (ii) if applicable, the date of approval by the Office of the Connecticut Attorney General of the Prime Contract described herein (“Effective Date”).

WITNESSETH:

WHEREAS, Optimus has been awarded Contract No. 2017-0055, as amended from time to time and attached hereto and incorporated herein by reference at Exhibit A (the “Prime Contract”) with the State Department of Public Health (“DPH”) pursuant to which Optimus shall operate a Special Supplemental Nutrition Program for the Women, Infant’s and Children (“WIC Program” also referred to herein as “Services”); and

WHEREAS, in accordance with the terms of the Prime Contract, Optimus desires to subcontract with Subcontractor for Subcontractor to provide Services in the municipalities of Norwalk, Westport, Weston and Wilton at Subcontractor’s site(s), and the Subcontractor desires to provide such services; and

WHEREAS, the Subcontractor is specifically qualified and equipped to perform the work and/or services described in the manner specified in the Prime Contract and herein.

NOW THEREFORE, in consideration of the mutual promises made herein, the parties do mutually agree as follows:

ARTICLE I. STATEMENT OF WORK AND ROLE OPTIMUS PROGRAM COORDINATOR

Section I.1. Statement of Work. Subcontractor, as an independent contractor and not as an agent of Optimus and Optimus and Subcontractor as independent contractors and not as agents of DPH, will furnish all necessary personnel, materials, services, and equipment, and all other items necessary to provide the applicable Services to result in the outcomes specified in the Prime Contract. Subcontractor will perform this work and provide these items at its site(s) and Optimus will perform this work and provide these items at its site(s). For purposes of this Subcontract and Subcontractor’s obligations hereunder, all responsibilities assigned to the “Contractor” under the Prime Contract shall be considered responsibilities of Subcontractor with respect to Services provided at the Subcontractor’s site(s) and the responsibilities of Optimus with respect to Services provided at Optimus’s health centers. Subcontractor shall provide Services to the minimum number of program participants described in Section IV.5 herein.

Section I.2. Role of Optimus Program Coordinator. Optimus, through its Program Coordinator retain fully authority to:

- A. Establish such procedures and policies as may be necessary to the operation of the Region 10 WIC Program;
- B. Serve as the sole contact with the State of Connecticut for all matters related to the Prime Contract;
- C. Conduct such site visits at Contractor's site(s), as deemed necessary;
- D. Coordinate all nutrition services for the Region 10 WIC Program; and
- E. Direct the purchase of standardized nutrition, education, and outreach materials and related supplies selected by the Contractor's Program Nutritionist with input from the Nutritionist staff at all sites.

ARTICLE II. TERM

The term of this Subcontract shall commence on the Effective Date and remain in full force and effect for a period of two (2) years therefrom (the "Term"), unless earlier terminated as set forth in Article VI.

ARTICLE III. FINANCIAL TERMS

Section III.1. Subcontract Price. In accordance with, and so long as Subcontractor is in compliance with all relevant terms of the Prime Contract and the terms of this Subcontract, Optimus shall make payments to Subcontractor as described Schedule III of this Subcontract or any amendment thereto on the schedule described in Section III.2.

Section III.2. Schedule of Payments. Under the Prime Contract, Optimus receives payments from DPH upon receipt and approval by DPH of required reports, a certain portion of which is designated for Subcontractor. Optimus shall remit Subcontractor's portion, as designated in Schedule III, or in any amendment thereto, to Subcontractor within five (5) business days of receiving payment from DPH. In the event that Subcontractor fails to deliver any required report or any Subcontractor report is rejected or deemed unacceptable by DPH or DPH withholds all, or Subcontractor's portion, of a payment, no payments shall be due hereunder unless and until Subcontractor has remedied such deficiency and Optimus has received payment from DPH. Further, Optimus may suspend any payment to Subcontractor based on Subcontractor's failure to adequately perform its obligations under this Subcontract or the Prime Contract.

Section III.3. Compliance with Budget. Subcontractor agrees to expend funds in accordance with the budget set forth in the Prime Contract and to comply with the Cost Standards issued by the State of Connecticut, Office of Policy and Management ("OPM") and all relevant financial provisions of the Prime Contract, including but not limited to return of unexpended funds and obtaining prior written approval for all expenditures that exceed ten percent (10%) or of a cost category or line item, whichever is greater. Subcontractor agrees to

inform Optimus prior to implementation of any changes to its budget for Subcontractor activities, and to assist Optimus in seeking approval from DPH for such budget changes if required.

Section III.4. Amendment of Contract Amounts. Subcontractor acknowledges that DPH may amend the terms of the Prime Contract, including but not limited to the amounts paid to Optimus. In the event DPH reduces funding under the Prime Contract, Optimus shall ratably reduce payments to Subcontractor.

Section III.5. Reports. Subcontractor agrees to submit all reports regarding its activities required under the Prime Contract, including but not limited to program, statistical and expenditure reports, in accordance with the format and schedule determined by DPH.

ARTICLE IV. OBLIGATIONS OF SUBCONTRACTOR

Section IV.1. Licensure. Subcontractor shall ensure that Subcontractor is properly licensed under the name of Subcontractor and shall operate in accordance with all applicable statutes and regulations, including the regulations established by the United States Department of Agriculture (USDA) in the Code of Federal Regulations, Chapter 7, Part 246 and any future amendments thereto. At the request of Optimus and/or DPH, Subcontractor shall provide written assurance of such regulatory compliance.

Section IV.2. Community Health Services. Subcontractor shall provide all services specified in the Prime Contract. Such services shall be provided in accordance with the terms of the Prime Contract and any related guidelines issued by DPH or Optimus. Subcontractor shall be responsible for the standard of care of all services provided by the Subcontractor and at its site(s), and shall provide all necessary supervision and support to ensure quality of care.

Section IV.3. Employees.

A. Subcontractor shall be responsible for staffing the Subcontractor's site(s) including any necessary hiring of new employees. Notwithstanding Subcontractor's responsibility for hiring staff, Optimus' Program Coordinator shall have the opportunity to review potential employees' resumes and provide input regarding such candidates' potential employment. The Subcontractor shall continue to have sole and exclusive rights customarily reserved to employers and shall be responsible for any and all performance managing, disciplining, and terminating of its employees. Optimus' Program Coordinator shall provide written notice to the Subcontractor of any Subcontractor employee whose performance, is unacceptable, due to misconduct including, but not limited to, insubordination; disruptive behavior that has the potential of causing direct and serious harm to the employee, fellow employees, program participants and/or visitors; verbal threats of physical violence toward another employee, program participant and/or visitor or the location; and behaviors that create or have the propensity to create a hostile and/or intimidating work environment ("Incident Report"). The Subcontractor shall acknowledge its receipt of Optimus' Incident Report within 24 hours. The Subcontractor shall commence an investigation of such Incident Report within such 24 hour period, and shall take appropriate disciplinary action for just cause that it deems necessary against such Subcontractor employee, in accordance with Subcontractor's disciplinary and grievance policies and procedures, which include union contracts. Notwithstanding the

foregoing, Subcontractor shall immediately remove and/or suspend any Subcontractor employee whose behavior causes direct and serious physical harm to the employee, fellow employees, program participants or visitors until such investigation of the Incident Report is complete.

No agent or employee of Subcontractor shall be deemed an agent or employee of Optimus, or be entitled to any wages or benefits from Optimus. Subcontractor shall comply with all laws and assume all responsibility for all applicable federal and state income taxes, associated payroll and business taxes, licenses, and fees that it owes under the law.

B. Contractor shall comply with all hours of operations as set forth in the Prime Contract. Contractor's Norwalk location does not currently operate on Saturdays, as permitted by the state WIC office. If, however, Optimus determines that the needs of the community encompassed by the Norwalk region warrant that the Contractor's Norwalk location operate on Saturdays, the parties shall meet to discuss such matter.

C. Contractor shall assign such personnel as reasonably necessary and as WIC grant funding allows in order to perform its duties hereunder. Staffing at a minimum shall include one (1) Site Nutritionist who shall act as Contractor's contact person for all Region 10 WIC Program services, one (1) Nutritionist; and one (1) Program Assistant. A staffing pattern shall be recommended by Optimus and the State WIC Office. Optimus and the State WIC Office understand and agree Contractor is not obligated to provide staff that is not supported by WIC grant funds. Contractor specifically acknowledges it must obtain approval from Optimus' Program Coordinator prior to hiring a Site Nutritionist. As described above in Section IV.3., Contractor shall obtain input from Optimus' Program Coordinator prior to hiring other WIC position candidates, but final hiring authority shall be with Contractor. The staff engaged by Contractor shall be either employees or independent contractors engaged by the City of Norwalk. If after review of the program, Optimus' Program Coordinator finds Contractor's staff deficient in carrying out their job duties, Optimus' Program Coordinator shall request Contractor's Site Nutritionist to develop and implement a corrective action plan.

Section IV.4. Billing. Subcontractor shall not bill any program participant for any services.

Section IV.5. Enrollment/Outreach. Subcontractor shall perform community outreach activities in compliance with DPH and Food and Nutrition Service (FNS) of the USDA Standards. Subcontractor shall serve a minimum of fourteen percent (14%) of the Program's caseload assigned by the state WIC Office each fiscal year and shall implement programs and services to meet the outcomes measures specified in the Prime Contract. Subcontractor expressly acknowledges that funding under the Prime Contract is contingent upon achieving such enrollment goals and outcome measures, and that its funding is at risk if it fails to serve a sufficient number of participants in accordance with the terms of the Prime Contract.

Section IV.6. Schedule. Subcontractor's site(s) shall remain open and available for Program participant appointments with necessary staff present as required by the Prime Contract

except as approved by DPH or Optimus' Program Coordinator.

Section IV.7. Quality Improvement. Subcontractor shall administer and cooperate with Optimus in conducting a WIC Continuous Quality Improvement Work Plan meeting the requirements outlined in the Prime Contract, and the program, statistical, financial expenditure and cash flow reports outlined in the Prime Contract, all on the timeline and in the format specified by DPH and all other reports required by the Prime Contract.

Subcontractor also shall comply with any performance improvement plan requested by Optimus to ensure quality services are provided in compliance with the Prime Contract.

Section IV.8. Information Systems. Subcontractor shall operate and make use of the CT-WIC Information System for data collection, including demographic and health information, documentation of the actions taken by Subcontractor staff, and check issuance and financial reconciliation activities. Subcontractor shall be responsible for the installation and maintenance of all cables, connectors, data jacks, and patch panels required to implement the Local Area Network (LAN) for the CT-WIC Information System, using funds provided under the Subcontract.

Section IV.9. State Contract Requirements. Subcontractor hereby represents that it is in compliance, or will be in compliance by the Effective Date, with all the mandatory terms and conditions specified in the Prime Contract.

ARTICLE V. INSURANCE

Section V.1. Insurance. Subcontractor represents that it has policies of professional liability, comprehensive general liability, automobile liability, worker's compensation, and property damage, and such other insurance policies as required by the Prime Contract. Subcontractor shall maintain all such insurance coverages and provide assurance of such coverages to Optimus and/or DPH upon request. Subcontractor will give Optimus thirty (30) days' advance written notice of any material change in its insurance coverages. Upon the request of Optimus, Subcontractor shall submit certificates verifying such coverages to Optimus.

ARTICLE VI. TERMINATION

Section VI.1. Upon Termination of Prime Contract. This Subcontract may be terminated by Optimus in the event that the Prime Contract is terminated. Optimus agrees to notify Subcontractor in writing within five (5) business days of receiving any notice of termination from DPH. Said termination shall be effective on the same date the Prime Contract is terminated. Upon receipt of such notice, Subcontractor shall complete or cease performance of the Subcontract to whatever extent is specified in the notice of termination of the Prime Contract.

Section VI.2. Termination for Cause. This Subcontract may also be terminated prior to the expiration of the Term under the following circumstances:

A. In the event Optimus is notified by DPH that any report or submission due from Subcontractor has not been filed or is inadequate, Optimus shall notify Subcontractor and give Subcontractor fifteen (15) days to cure such failure, or in the time

period required by the DPH. If such failure is not cured to the satisfaction of Optimus or DPH within such fifteen (15) day period or other period prescribed by DPH, then Optimus may terminate this Subcontract immediately upon providing written notice to Subcontractor.

B. Upon breach of this Subcontract by either party, the non-breaching party may terminate this Subcontract after thirty (30) days' prior written notice to the other party specifying the facts and circumstances of the breach, unless the breach is cured within such thirty (30) day period; provided, however, that such thirty (30) day period shall be extended to up to one hundred and twenty (120) days if such default cannot reasonably be cured within such thirty (30) day period and the breaching party has, within such thirty (30) day period, commenced to cure such default and thereafter shall diligently pursue the curing of such default, and provided further that the notice and cure period shall be reduced to forty-eight (48) hours if the breach jeopardizes the health or safety of patients; or

C. Either party may terminate this Subcontract upon ninety (90) days' prior written notice to the other party in the event that any agency or bureau of any federal, state or local government issues an order, decree or ruling or takes any other action which materially and adversely affects the ability of a party to perform its obligations under this Subcontract or otherwise prohibits or restricts the performance of a party's obligations hereunder, including but not limited to DPH's material reduction of funding under the Prime Contract or the commencement of any legal proceeding or threat to commence such a proceeding on the basis of such party's participation herein, or if any change in federal, state or local law or regulation or interpretation thereof by any governmental agency or judicial body after January 1, 2018, would subject either party to a civil or criminal prosecution, loss of tax exempt status or other adverse proceeding on the basis of such party's participation herein in the reasonable opinion of legal counsel selected by the parties who is experienced in health law matters, provided that the parties have negotiated in good faith to modify this Subcontract to resolve any adverse effects created by such action and have failed to reach agreement as to an acceptable modification of terms within such one hundred and twenty (120) day period or have determined that compliance with such law or regulation is impossible or impractical.

Section IV.3. Termination without Cause. Either party may terminate this Subcontract upon the giving of one hundred and twenty (120) days' prior written notice.

Section VI.4. Termination Effect. Following the expiration or termination of this Subcontract, Subcontractor shall execute any documents and do all other things as may reasonably be required to cause an orderly and efficient transition of operation and management of the Subcontractor WIC program services to Optimus or such other entity as may be designated by DPH.

ARTICLE VII. DISPUTES

Section VII.1. Any dispute arising under this Subcontract shall be settled by agreement of the parties or pursuant to paragraphs A and/or B of Section VII.2 below. Subcontractor shall

proceed diligently with the performance of its duties and obligations under this Subcontract pending final resolution of any dispute arising under this Subcontract.

Section VII.2. Notwithstanding any provision herein to the contrary:

A. Mediation. Either party may give the other party written notice of the dispute, and upon receipt of such notice, the parties shall attempt to settle the dispute by submitting it to formal mediation. The mediation will be conducted in Bridgeport, Connecticut, by a single mediator appointed by agreement of the parties, provided that if the parties cannot agree on a mediator within ten (10) days after receipt of the written notice of dispute, then each party will choose one mediator and the two mediators will appoint the single mediator who will conduct the mediation.

B. Arbitration. If the dispute has not been resolved within forty-five (45) days after appointment of the mediator (as such time may be extended by agreement of the parties), it shall be finally resolved by arbitration in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration then currently in effect. The arbitration shall be conducted in Bridgeport, Connecticut before a single arbitrator appointed by agreement of the parties, provided that if the parties cannot agree on an arbitrator within ten (10) days after expiration of the 45-day (or extended) period for mediation, then each party will choose one arbitrator and the two arbitrators will appoint the single arbitrator who will conduct the arbitration. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

ARTICLE VIII. INDEPENDENT CONTRACTOR STATUS

Nothing in this Subcontract shall affect the separate identities of Optimus and the Subcontractor. In providing Services under this Subcontract, Subcontractor shall act as an independent contractor, and not as an employee or agent of Optimus. Neither Subcontractor nor any of its employees or contractors are or shall be treated as employees or agents of Optimus. Nothing contained in this Subcontract shall be construed to create a joint venture, partnership, association or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Subcontract. In no event shall either party be liable for the debts or obligations of any other party except as otherwise specifically provided in this Subcontract. Optimus shall neither have nor exercise any control or direction over the methods by which Subcontractor or any Subcontractor employees or agents perform their professional functions.

ARTICLE IX. INDEMNIFICATION

Section IX.1. Indemnification by Subcontractor. Except to the extent (i) payable from the proceeds of insurances carried (or that should have been carried hereunder) by Optimus, or (ii) that this provision would have the effect of reducing or eliminating any insurance coverage that otherwise would be available to pay damages suffered by Optimus, Subcontractor shall indemnify, defend and hold Optimus and its officers, directors, members, employees and agents harmless from any and all claims, liabilities, obligations, losses, damages, assessments,

judgments, costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of the negligence or willful misconduct of Subcontractor or any employee or agent of Subcontractor or in any manner incident, relating or attributable to any inaccuracy in any representation or breach of warranty of Subcontractor contained in this Subcontract or any failure by Subcontractor to perform or observe, or to have performed or observed, in full, any covenant, responsibility or obligation to be performed or observed by it under this Subcontract, including but not limited to any failure to deliver information or otherwise satisfy any DPH-imposed conditions precedent to Optimus' receipt of funding under the Prime Contract.

Section IX.2. Indemnification by Optimus. Except to the extent (i) payable from the proceeds of insurances carried (or that should have been carried hereunder) by Subcontractor, or (ii) that this provision would have the effect of reducing or eliminating any insurance coverage that otherwise would be available to pay damages suffered by Subcontractor, Optimus shall indemnify, defend and hold Subcontractor and its officers, directors, members, employees and agents harmless from any and all claims, liabilities, obligations, losses, damages, assessments, judgments, costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of the negligence or willful misconduct of Optimus or any employee or agent of Optimus or in any manner incident, relating or attributable to any inaccuracy in any representation or breach of warranty of Optimus contained in this Subcontract or any failure by Optimus to perform or observe, or to have performed or observed, in full, any covenant, responsibility or obligation to be performed or observed by it under this Subcontract, including but not limited to any failure to deliver information or otherwise satisfy any DPH-imposed conditions precedent to Subcontractor's receipt of funding under the Prime Contract.

ARTICLE X. MISCELLANEOUS

Section X.1. Use Of Name. No party will use the name of, or any insignia associated with, the other party without the affected party's prior written consent.

Section X.2. No Assignment. This Subcontract and the rights and obligations created hereunder shall not be assignable by either party without the express prior written consent of the other party.

Section X.3. Governing Law. This Subcontract shall be governed by and construed under the laws of Connecticut.

Section X.4. Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Subcontract or to exercise any right or remedy hereunder shall constitute a waiver. No waiver of any breach shall affect or alter this Subcontract, but each and every covenant, condition, agreement and term of this Subcontract shall continue in full force and effect with respect to any other existing or subsequent breach.

Section X.5. Amendment. No amendment of this Subcontract shall be binding on either party unless in writing and executed by the duly authorized representatives of all of the parties.

Section X.6. Entire Subcontract. This Subcontract, together with all schedules and exhibits hereto, constitutes the entire agreement between the parties relating to the subject matter

hereof, and supersedes all prior agreements or understandings, whether written or oral, and whether explicit or implicit, which have been entered into before the execution hereof.

Section X.7. Notices. Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered personally, or sent by certified, registered or express mail, postage prepaid, and shall be deemed given when so delivered personally, or if mailed, two (2) days after the date of mailing as follows:

If to Optimus, at: Optimus Health Care, Inc.
 982 East Main Street
 Bridgeport, CT 06608
 Attention: Ludwig Spinelli, Chief Executive Officer

If to Subcontractor, at: City of Norwalk
 137 East Avenue
 Norwalk, CT 06851
 Attention: Deanna D'Amore, Director of Health

With a copy to Corporation Counsel at: City of Norwalk
 125 East Avenue, Room 237
 Norwalk, CT 06856

Either party may change its address for notice purposes by written notice to the other party and such change shall be effective upon receipt.

Section X.8. Severability. If any provision of this Subcontract or any portion hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity and enforceability of the remainder of this Subcontract. In such event, all parties agree that the court making such determination shall have the power to alter or amend such provision so that it shall be enforceable within the intention of the parties.

Section X.9. Headings and Titles. The headings appearing herein are for convenience and reference only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Subcontract.

Section X.10. Binding Effect. Subject to the provisions contained herein, this Subcontract shall be binding upon and inure to the benefit of the parties hereto and upon their respective successors and permitted assigns.

Section X.11. Equitable Relief. The parties hereto acknowledge and agree that each would be irreparably damaged in the event that any of the provisions of this Subcontract were not performed by the other in accordance with its specific terms or were otherwise breached. Accordingly, it is agreed that each party shall be entitled to equitable relief to prevent breaches of this Subcontract by the other and shall have the right to specifically enforce this Subcontract and

the terms and provisions hereof against the other in addition to any other remedy to which such aggrieved party may be entitled at law or in equity.

Section X.12. Counterparts. This Subcontract may be executed in counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which taken together shall constitute one and the same Subcontract, and it shall not be necessary when making proof of this Subcontract or any counterpart thereof to account for any other counterpart.

IN WITNESS WHEREOF the parties hereto have executed this Subcontract to be effective as of the Commencement Date.

OPTIMUS HEALTH CARE, INC.

CITY OF NORWALK

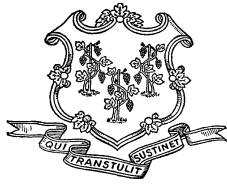
By: _____
Ludwig Spinelli
Chief Executive Officer

By: _____

Date: _____

EXHIBIT A

Prime Contract



State of Connecticut Department of Public Health Contract Amendment

Contract No.: #2017-0055

Amendment No.: #2017-0055-3

Term of Contract: 01/01/2018 - 09/30/2022

The Contract between Optimus Health Care, Inc. (the Contractor) and the Department of Public Health (the Department) which was executed by the parties on January 16, 2018 and subsequently amended on July 20, 2018 and September 27, 2018 is hereby further amended as follows:

1. Funding provided to the Contractor under this Contract in Funding Period Two, Three, Four, and Five for Federal Fiscal Years 2019, 2020, 2021, and 2022 will be increased by the amount of \$2,795,012.
2. The funding for Funding Period One remains the same at \$1,011,042. The funding for Funding Period Two is increased from \$1,326,594 to \$2,025,347. The funding for Funding Period Three is increased from \$1,326,594 to \$2,025,347. The funding for Funding Period Four is increased from \$1,326,594 to \$2,025,347. The funding for Funding Period Five is increased from 1,326, 594 to \$2,025,347. Funds provided under this Amendment will be distributed as outlined in the budgets on pages 2 - 3 of this Amendment. The total amount payable under this Contract, as hereby amended, is increased from \$6,317,418 and shall not exceed \$9,112,430.
3. Section A, subsection A.1, 4) Payment, Payment Schedule, Reductions and Unexpended Funds, a) – g) of the original Contract as previously amended are hereby deleted and the following is substituted in lieu thereof:
 - a) The funding for Year 1 is \$ 1,011,042.
 - b) The funding for Year 2 is \$ 2,025,347.
 - c) The funding for Year 3 is \$ 2,025,347.
 - d) The funding for Year 4 is \$ 2,025,347.
 - e) The funding for Year 5 is \$ 2,025,347.
 - f) The maximum amount of payment made under this Contract shall not exceed \$9,112,430.00.
 - g) Funds for this Contract are provided from the following sources:

SID	Fund Description /CFDA#	Year	Amount
20892	WIC Food and Admin / 10.557	1	\$ 986,785
21915	WIC Breastfeeding Peer Counseling (BFPC) / 10.557	1	\$ 21,257
20892	WIC Head Start / 10.557	1	\$ 3,000
20892	WIC Food and Admin / 10.557	2	\$ 1,998,227
21915	WIC BFPC / 10.557	2	\$ 27,120
20892	WIC Food and Admin / 10.557	3	\$ 1,998,227
21915	WIC BFPC / 10.557	3	\$ 27,120
20892	WIC Food and Admin / 10.557	4	\$ 1,998,227
21915	WIC BFPC / 10.557	4	\$ 27,120
20892	WIC Food and Admin / 10.557	5	\$ 1,998,227

21915	WIC BFPC / 10.557	5	\$ 27,120
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4. Part I, Section B, Budget of the Original Contract as previously amended is hereby amended to add the following Funding Period Two Budget:

OPTIMUS HEALTH CARE INC		Contract Log # 2017-0055-3				
Contract Start:		January 1, 2018				
Contract End:		September 30, 2022				
Funding Period:		October 1, 2018 to September 30, 2019				
Budget Summary						
Program:		WIC Program One to Five				
Funding Period Start/End:		10/1/2018	TO	9/30/2019		
Fund:		20892				
	LINE ITEM	ADMIN	CLIENT SERVICES	NUTRITION EDUCATION	BREASTFEEDING	TOTAL
		25%	25%	25%	25%	100%
1)	SALARIES & WAGES	\$190,338	\$190,338	\$190,338	\$190,338	\$761,350
2)	FRINGE BENEFITS	\$53,295	\$53,295	\$53,295	\$53,295	\$213,178
3)	SUBCONTRACTOR SERVICES	\$214,483	\$214,483	\$214,483	\$214,483	\$857,932
4)	CONTRACTED SERVICES	\$5,638	\$5,638	\$5,638	\$5,638	\$22,551
5)	SPACE RENTAL	\$25,002	\$25,002	\$25,002	\$25,002	\$100,008
6)	SUPPLIES	\$2,460	\$2,460	\$2,460	\$2,460	\$9,838
7)	POSTAGE	\$500	\$500	\$500	\$500	\$2,000
8)	TELEPHONE	\$3,804	\$3,804	\$3,804	\$3,804	\$15,216
9)	PRINTING AND REPRODUCTION	\$0	\$0	\$0	\$0	\$0
10)	TRAVEL: IN STATE	\$750	\$750	\$750	\$750	\$3,000
11)	TRAVEL: OUT OF STATE	\$0	\$0	\$0	\$0	\$0
12)	OTHER COSTS	\$3,289	\$3,289	\$3,289	\$3,288	\$13,154
Total WIC Grant		\$499,557	\$499,557	\$499,557	\$499,556	\$1,998,227

The remainder of page is left blank intentionally

Optimus Health Care Contract Log #2017-0055-3Contract Start: January 1, 2018Contract End: September 30, 2022Funding Period: October 1, 2018 to September 30, 2019**Budget Summary**

	Program:	BFPC Program One to Five - Optimus Health Care				
	Funding Period Start/End:	10/1/2017	TO	9/30/2022		
	Fund:	21915				
	LINE ITEM	ADMIN	CLIENT SERVICES	NUTRITION EDUCATION	BREASTFEEDING	TOTAL
		0%	0%	0%	100%	100%
1)	SALARIES & WAGES	\$0	\$0	\$0	\$17,009	\$17,009
2)	FRINGE BENEFITS	\$0	\$0	\$0	\$4,762	\$4,762
3)	SUBCONTRACTOR SERVICES	\$0	\$0	\$0	\$0	\$0
4)	CONTRACTED SERVICES	\$0	\$0	\$0	\$0	\$0
5)	SPACE RENTAL	\$0	\$0	\$0	\$0	\$0
6)	SUPPLIES	\$0	\$0	\$0	\$450	\$450
7)	POSTAGE	\$0	\$0	\$0	\$200	\$200
8)	TELEPHONE	\$0	\$0	\$0	\$1,687	\$1,687
9)	PRINTING AND REPRODUCTION	\$0	\$0	\$0	\$0	\$0
10)	TRAVEL: IN STATE	\$0	\$0	\$0	\$300	\$300
11)	TRAVEL: OUT OF STATE	\$0	\$0	\$0	\$0	\$0
12)	OTHER COSTS	\$0	\$0	\$0	\$2,712	\$2,712
	Total WIC Grant	\$0	\$0	\$0	\$27,120	\$27,120

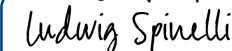
5. All provisions of this Contract, as hereby and previously amended, except those provisions specifically changed by this or prior amendments shall remain in full force and effect.

The remainder of page is left blank intentionally

[] Original Contract: #2017-0055
[X] Amendment # 3
(For Internal Use Only)

The Contractor herein IS NOT a Business Associate under HIPAA*:**ACCEPTANCES AND APPROVALS:****By the Contractor:****Optimus Health Care, Inc.**

Contractor (Corporate/Legal Name of Contractor)


402CABCE87CC481...

1/14/2019 | 12:54 PM EST

Signature (Authorized Official)

Date

Ludwig Spinelli

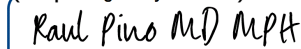
Chief Executive Officer

(Typed Name of Authorized Official)

(Title)

By the Department:**Department of Public Health**

Department (Name)


0F935A478FE5413...

1/14/2019 | 1:12 PM EST

Signature (Authorized Official)

Date

Raul Pino MD MPH

Commissioner

(Typed Name of Authorized Official)

Title

By the Connecticut Attorney General:

(approved as to form)


9B68A829F9A14DD...

1/24/2019 | 10:39 AM EST

Signature (Authorized Official)

Date

Joseph Rubin

Assistant Deputy Attorney General



Service Agreement

Date: 8/2/2019

Customer Information

Customer Status: New Customer

Customer Name: Norwalk Health Department

Billing Address: 137 East Ave Norwalk CT 06851-5702
Street Address Suite City State Zip Code

Billing Contact: Patricia DiPietro *Phone* 203-854-7776 *Email* pdipietro@norwalkct.org

Order Contact: Rodney Garcia *Phone* 203-854-7799 *Email* rgarcia@norwalkct.org

Altice Bus Contact: Phil Roberts *Phone* 9144579620 *Email* philip.roberts@alticeusa.com

Altice Business Services

The above Customer agrees to the ordering of the following Services:

Order Type: ADD
Service Location Type: Super Target New Build
'A' Location: 137 East Ave, Norwalk, CT 06851
Demarc: 1st Floor Telco Room

Account #:
Service Location Type:
'Z' Location:
Demarc:
Type II: ☐

		Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
1	Business Optimum 150	\$74.95	1	\$74.95	\$0.00
2	Optimum Modem	\$9.99	1	\$9.99	\$0.00
3	Optimum Online Static IP 1	\$20.00	1	\$20.00	\$0.00
4	Network Access Fee	\$3.50	1	\$3.50	\$0.00
5	Optimum Installation of Equipment	\$0.00	1	\$0.00	\$99.99

Service Term: Month to Month

Total Monthly Recurring Charge: \$108.44

Total Installation Charge: \$99.99

For Internal Use Only

Remarks

Terms and Conditions

The parties acknowledge and agree to be bound by the Terms and Conditions and any applicable Addenda attached hereto and/or as set forth at alticebusiness.com. Cablevision Lightpath, Inc. ("Lightpath" or "Altice Business"), with offices at One Court Square West, Long Island City, New York 11120, executes this Agreement on its behalf and on behalf of its subsidiaries, Cablevision Lightpath CT LLC, for Services purchased in CT and Cablevision Lightpath NJ LLC, for Services purchased in NJ. Customers purchasing Hosted Voice Service will be bound by the Hosted Terms and Conditions attached hereto. Customer will be responsible for the rates listed on the Service Agreement form and all applicable local, state and federal taxes, charges and assessments along with any other applicable charges including [Universal Service Fund](#) for point-to-point Services.

Optimum Business Services are provided by CSC Holdings, LLC and its affiliates and are subject to the General Terms of Service and the specific product Terms of Service set forth at optimum.net/terms and the Optimum Business Services section of the Terms and Conditions attached hereto. Optimum Business Services are available only in the franchise areas of CSC Holdings, LLC and its affiliates. Customer will not show or display video premium programming (e.g., pay-per-view, HBO, Showtime, etc.) in any of its general public areas such as coffee shops, lobbies, bars, meeting rooms or lounges.

Agreed by:

Customer

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Email: _____

Phone: _____

Cablevision Lightpath, Inc.

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Service Agreement Terms and Conditions

Altice Business Service: All services (“Service(s)”) ordered by Customer from Altice Business shall be subject to Altice Business’s acceptance of this Service Agreement and any applicable Addenda (“Agreement”) listing the Service and fees associated with the requested Service. Product information may be viewed at alticebusiness.com. Service is subject to availability, credit approval, and the following terms and conditions, including those documents identified below and incorporated by reference.

1. **Term:** The initial service term (“Initial Service Term”) shall be the period of time listed in this Agreement. Upon expiration of the Initial Service Term, the term of this Agreement shall continue on a month-to-month basis unless thirty (30) days prior written notice of termination is sent by one party to the other party. Altice Business may modify rates on thirty (30) days notice during the month-to-month term.
2. **Commencement of Billing / Start of Service Date:** Billing and the Initial Service Term begin on the day Service becomes available for use (“Start of Service Date”). Service is considered to be available for use when connectivity is established to the Altice Business demarcation point and tested in accordance with the applicable technical specification for the Service.
3. **Termination of Service/Circuit:** Termination of individual circuits or Services and all associated billing provided for under this Agreement shall be effective thirty (30) days after written notification of termination is received by Altice Business. In the event of early termination (i.e. termination of a circuit/Service prior to the expiration of a fixed term for such Service), Customer shall be liable for early termination fees in accordance with the terms of this Agreement.
4. **Payment Terms:** Customer will be responsible for the rates listed in this Agreement and all applicable local, state and federal taxes, charges, assessments and other applicable charges including Universal Service Fund* (USF). Payment for Services is due within thirty (30) days of the invoice date. Customer shall be subject to a finance charge of 1.5% per month on balances over sixty (60) days past due. Invoices may be viewed and managed via the customer portal at alticebusiness.com.
*Subject to the FCC mixed use, 10% Rule (47 CFR 36.154, 4 FCC Rcd 1352). Absent a USF certification exempt form signed by Customer indicating that Intrastate Pt to Pt Transport Services carry 10% or less interstate traffic, Altice Business shall assess USF charges in accordance with FCC rules. USF Certification Form, provided hereto, can also be obtained by contacting [Lightpath Support](mailto:Lightpath_Support@altice.com) or 1-866-611-3434. Customer will be responsible for informing Altice Business of any changes to the traffic usage on all Intrastate Pt to Pt Transport Services and will inform Altice Business of any such changes by promptly submitting an updated Certification form.
5. **New Build:** A “New Build” is a site to which Service originates or terminates and to which Altice Business must build or construct new facilities or equipment in order to provide Service. New Build installation shall be subject to, including but not limited to, completion of site survey, municipal permits and right-of-way pole licensing, landlord consent, facility/property access, and conditions outside of Altice Business’s control.
6. **Early Termination / Cancellation – New Build:** If Customer cancels any Service prior to the Start of Service Date, Customer shall reimburse Altice Business for all reasonable direct costs incurred by Altice Business prior to Customer cancellation of such Service. If Customer terminates any Service after the Start of Service Date, Customer shall pay an early termination fee equal to a percentage of the total monthly recurring charges times the number of months remaining in the Initial Service Term as follows: (a) 100% if Customer terminates during the first year; (b) 75% if Customer terminates during the second year; and (c) 50% if Customer terminates after the second year.
7. **Early Termination / Cancellation – Non-New Build (“LIT”):** If Customer cancels any Service prior to the Start of Service Date, Customer shall reimburse Altice Business for installation fees, whether waived or not. If Customer terminates any Service after the Start of Service Date, Customer shall pay an early termination fee equal to a percentage of the total monthly recurring charges times the number of months remaining in the Initial Service Term as follows: (a) 100% if Customer terminates during the first year; and (b) 50% if Customer terminates after the first year.
8. **Customer Not Ready / Service Delivery Delay:** In the event Customer is not ready (“CNR”) for Altice Business to deliver Service and/or complete installation to the Altice Business demarcation point on the projected installation date, Customer must reschedule and accept delivery of Service within ten (10) business days from the projected installation date. If Customer does not allow Altice Business to complete installation within ten (10) business days from such projected installation date, Altice Business will invoice Customer a CNR fee equivalent to the monthly recurring charges for the Service under this Agreement.
9. **Type II Service:** Service provided by a third party (“Type II”) is priced on an individual case basis. Type II Service will terminate at the minimum point of entry (“MPOE”) demarcation at a serving facility/location. Any required extension of the MPOE demarcation is subject to time and material charges determined on an individual case basis by Altice Business. Customer will be responsible for any additional fees imposed by the Type II Service provider for delivery of Type II Service including, but not limited to, cross connect fees and building access fees.
10. **Optimum Business Services:** Optimum Business Services including, but not limited to, Boost/Ultra, Optimum Online, Voice, Video/TV and Optimum Business Hosted Voice (“Optimum Business Services”) are provided to Customer on behalf of CSC Holdings, LLC and subject to the terms set forth at optimum.net/terms and under this Section. Optimum Business Services are available only in the franchise areas of CSC Holdings, LLC and its affiliates. In the event of a conflict between the terms of this Agreement and the Optimum Business Services terms, the Optimum Business Services terms shall control except in the event of early termination, the early termination fees as set forth above shall control.
11. **Altice Business SecureNet Service / Altice Business SecureNet Plus Service:** Altice Business SecureNet Service/Altice

Business SecureNet Plus Service purchased pursuant to this Agreement is a turnkey managed Service solution that bundles Altice Business Internet Service (over fiber), Managed DDoS Protection Service, Managed Security Gateway Service, and for Altice Business SecureNet Plus Service, also includes Managed Security Gateway Service with Unified Thread Management, and is subject to the terms and conditions of this Agreement, including those for Managed DDoS Protection Service and Managed Security Gateway Service as set forth below.

12. **Audio and Web Conference Service:** Audio and Web Conference Service purchased pursuant to this Agreement is subject to Altice Business Audio and Web Conference Service Attachment Additional Terms and Conditions attached hereto, as applicable.
13. **Business Premier Technical Support Service (BPTS) / Business Premier Protection & Support Service (BPPS):** BPTS/BPPS purchased pursuant to this Agreement is subject to Altice Business BPTS/BPPS Service Attachment Additional Terms and Conditions attached hereto, as applicable.
14. **Contact Center Service:** Call recordings under Contact Center Service purchased pursuant to this Agreement will be stored and automatically deleted after thirty (30) days unless otherwise contracted for. Customer understands that recording a call without the consent of all participants on that call may be illegal in some States. Customer is solely responsible for ensuring compliance with all applicable laws regarding the Service and shall indemnify Altice Business for any third party claims with respect to use of the call recording feature.
15. **Managed DDoS Protection Service:** Managed DDoS (Distributed Denial of Service) Protection Service purchased pursuant to this Agreement and offered in conjunction with Altice Business Internet Service (over fiber) only, will monitor, detect and mitigate Altice Business Internet Service inbound traffic against DDoS attacks and provide cleansing up to thirty (30) times the contracted bandwidth. Managed DDoS Protection Service is provisioned over Altice Business Internet Service/traffic only.
16. **Managed Security Gateway Service:** Managed Security Gateway Service purchased pursuant to this Agreement is subject to Altice Business Managed Security Gateway Service Attachment Additional Terms and Conditions attached hereto, as applicable.
17. **Managed WiFi Service:** Managed WiFi Service purchased pursuant to this Agreement is subject to Altice Business Managed WiFi Service Attachment Additional Terms and Conditions attached hereto, as applicable.
18. **SMART WiFi Service:** SMART WiFi Service purchased pursuant to this Agreement is subject to Altice Business SMART WiFi Service Attachment Additional Terms and Conditions attached hereto, as applicable.
19. **Student WiFi Service:** Student WiFi Service purchased pursuant to this Agreement is subject to Altice Business Student WiFi Service Attachment Additional Terms and Conditions attached hereto, as applicable.
20. **Internet Burstable Feature:** Billing for Internet Service Burstable Feature option purchased pursuant to this Agreement is assessed using the 95/5% calculation rule.
21. **Service Level Agreement:** The [Service Level Agreement](#) (“SLA”) at [alticebusiness.com/terms](#) sets forth Customer’s sole remedy for any claim relating to the Service including any failure to meet any guarantee as set forth in the SLA. For customers purchasing Low Latency OTS product or Private Fiber Service, please see Exhibit A for the applicable SLA.
22. **Acceptable Use Policy:** Use of Internet Service must comply with the most current version of Altice Business’s [Acceptable Use Policy](#) at [alticebusiness.com/terms](#). Altice Business reserves the right to suspend Service or terminate this Agreement for a violation of the Acceptable Use Policy.
23. **Privacy Practices:** Altice Business’s [Privacy Policy](#) at [alticebusiness.com/terms](#) along with Security Procedures sets forth Altice Business’s commitment to respecting and protecting the privacy of its customers.
24. **Additional Terms and Conditions:** Services purchased pursuant to this Agreement including, but not limited to, Internet Service, IP Trunking, Remote E-Link, and any other service not currently offered by Altice Business under the state tariffs filed by Altice Business (or its affiliates) and/or Altice Business’s Regulations and Schedule of Charges are subject to [Additional Terms and Conditions for Non-Tariff Services](#) at [alticebusiness.com/terms](#).

All other Services purchased pursuant to this Agreement including, but not limited to, voice service(s) are subject to the state tariffs filed by Altice Business (or its affiliates) and/or Altice Business’s Regulations and Schedule of Charges as set forth at [alticebusiness.com/terms](#).

25. **Use of Service:** Altice Business’s Voice Services are intended for the standard business customer and may not be resold, used for illegal purpose, for completion of excessive auto-dialed or short duration calls with predictive dialers, text broadcast, or for any use that could harm or interfere with the ability of Altice Business or others to use Altice Business’s Network (“Prohibited Use”). Altice Business shall have the right to immediately suspend and/or terminate any or all Services provided hereunder without notice to Customer in the event of any Prohibited Use. Customer will be responsible for all charges incurred as a result of fraud, including toll fraud, abuse or unauthorized use of Service. Customers with unlimited usage plans may be subject to usage charges deemed excessive or atypical outside of standard business customer usage, as determined by Altice Business.
26. **Service Limitations:** Customer acknowledges and agrees that (a) criminals, terrorists, or others may commit or attempt to commit unlawful, disruptive, violent, terrorist and/or warlike acts at times and places, and in manners, that cannot be predicted or prevented; (b) information technology developments, configuration or implementation changes, software modifications

(including routine maintenance, patches, enhancements and upgrades), human factors and other circumstances can create new, unknown and unpredictable security exposures; and (c) information technology “hackers” and other third parties continue to develop and employ increasingly sophisticated and powerful techniques and tools which result in ever-growing security risks and potential for causing damage to persons and property. Altice Business does not make any representation or warranty that Customer’s or any third party’s information technology, software, information, equipment, facilities, or personnel are, or will be, secure or safe from harm or secure or safe from intrusion, disruption, interception, viruses, or other security exposures, or damage to persons or property caused by the preceding and that Customer has a responsibility to actively monitor the functions of its systems and to back up its data regularly. Altice Business does not provide or represent or warrant that Services or products Altice Business provides will ensure Customer’s compliance with any particular law including, but not limited to, any law relating to security or privacy. Customer is solely responsible for complying with the legal obligations of all data protection legislation, in particular with the legality of transmission of data to Altice Business and the legal requirements for processing of data.

27. **Confidentiality:** “Confidential Information” consists of all information disclosed, whether written or oral, by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) in connection with this Agreement which is non-public and which is either marked or otherwise communicated as being “proprietary” or “confidential” or where such information is, by its nature, confidential. Confidential Information includes but is not limited to the Disclosing Party’s customers or prospective customers, business plans, pricing, optimization recommendations and network designs. Information that is independently developed by the Receiving Party, is lawfully received by the Receiving Party free of any obligation to keep it confidential, or becomes generally available to the public other than by breach of this Agreement, shall not be Confidential Information. Confidential Information is the property of the Disclosing Party and shall be destroyed or returned to the Disclosing Party upon request provided that either party may retain Confidential Information to the extent required by applicable rule, regulation or law.

The Receiving Party shall: (a) use such Confidential Information only for the purposes of performing this Agreement and using Services; (b) reproduce such Confidential Information only to the extent necessary for such purposes; (c) restrict disclosure of such Confidential Information to employees, agents and subcontractors that have a need to know for such purposes; (d) advise those employees, agents and subcontractors of the obligations of confidentiality under this Agreement; (e) not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement; and (f) use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information.

28. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Such counterparts shall together constitute one and the same document. Signatures executed and transmitted by electronic signature, photocopy, email PDF or facsimile shall be considered authentic and legally binding to the same extent as an original.
29. **Entire Agreement:** The terms and conditions listed above and those documents identified above constitute the entire agreement between the parties concerning Service and supersede all other representations, understandings or agreements which are not fully expressed herein, whether oral or written. This Agreement is binding as of the date it has been fully executed by all parties. No amendment to this Agreement shall be valid unless in writing and signed by all parties.

CPNI Security Procedures Policy

Altice Business is committed to respecting and protecting your privacy. Altice Business utilizes specific procedures to protect customer proprietary network information (CPNI) and these procedures are summarized in this CPNI Security Procedures Policy ("Policy").

1. CPNI Defined & Described

CPNI is information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service or interconnected VoIP service subscribed to by any customer and that is made available to the carrier by the customer solely by virtue of the service provider-customer relationship; and information contained in the bills pertaining to telephone exchange service, telephone toll service, or interconnected VoIP service received by a customer of a telecommunications carrier or interconnected VoIP provider.

CPNI includes call detail records (CDRs), which contain information that pertains to the transmission of specific telephone calls, including, for outbound calls, the number called, and the time, location, or duration of any call and, for inbound calls, the number from which the call was placed, and the time, location, or duration of any call. CPNI does not include information that does not fall within the above definition.

CPNI does not include the Customer's name, telephone number or address.

2. Access To CPNI

2.1. Over-The-Phone

a. Customer Request for Call Detail Records (CDRs).

Altice Business will not provide CDRs over the telephone to callers who contact Altice Business. If a Customer can identify a call, Altice Business may assist the Customer with regard to that call only.

b. Customer Request for Non-CDR Information.

- i. If a caller requests that Altice Business discuss and disclose non-CDR CPNI over the phone, Altice Business will request certain account information. This information will be verified by Altice Business.
- ii. If the Customer cannot be verified, Altice Business will not discuss or provide non-CDR CPNI to the caller.

c. Customer Request for Online User Name, Password & Security Question.

- i. If a caller requests an online User Name, Password or Security Question, the caller will be directed to the Altice Business website.
- ii. If a Customer has misplaced or forgotten the Password and Security Question, the caller will be referred to the website to reset the Password. If the caller requires assistance to reset the Password, Altice Business will request certain account information. This information will be verified by Altice Business.
- iii. If the Customer cannot be verified, Altice Business will not reset the User Name, Password or Security Question.

2.2. Mail

- a. A Customer may obtain specific CPNI by sending a written request to lightpathsupport@alticeusa.com with account information to verify the Customer.
- b. If the Customer cannot be verified, Altice Business will contact the Customer listed on the account. If the Customer listed on the account confirms the request, Altice Business will require a second written request from the Customer listed on the account.

2.3. Online

- a. To gain access online to CPNI, a Customer must provide a Username and Password.
- b. To establish a Username and Password, a Customer must complete and submit an online form with certain account information. This information will be verified by Altice Business.
- c. If the information provided on the form is inaccurate and cannot be validated, Altice Business will contact the Customer

listed on the account.

- d. If a Customer forgets the Username or Password, the Customer must provide certain information associated with the account. This information will be verified by Altice Business.

2.4. On Site

CPNI is not available from retail locations.

3. Account Changes

Altice Business will not send a Customer any specific notification of account changes such as when a Password, a response to a Security Question, online account or address of record is created or changed.

4. Confidential Nature Of These Procedures

To ensure that Altice Business is able to protect your CPNI in the manner contemplated by this Policy, we require that Customer strictly maintain the confidential nature of this Policy. Customer shall not disclose, and shall not permit, allow or facilitate any disclosure of, this Policy or any of its contents to any third parties. Customer agrees to preserve the proprietary nature of the Policy and will promptly notify Altice Business if any of its contents have been disclosed or revealed to any third party.