



3 Belden Avenue, Norwalk, CT 06850 • 203-854-7810 • norwalkredevelopment.org

TO: Members, Norwalk Redevelopment Agency
FROM: John Igneri, Chairman
DATE: November 3, 2021
RE: Meeting Notice

**November 9, 2021
5:30 P.M.
MEETING AGENDA**

The next meeting of the Norwalk Redevelopment Agency will be held on Tuesday, November 9, 2021 at 5:30 p.m. Due to the ongoing public health situation the meeting will be held as a Zoom videoconference via the link provided below. The meeting will also be broadcast on the Norwalk Redevelopment Agency YouTube channel:

https://www.youtube.com/channel/UCHMiAZt32k6BnjaKdnUalug?view_as=subscriber.

ZOOM Meeting Link:

<https://zoom.us/j/2038547810?pwd=bVZiM3duS1QwRlR6QVMwT09yeDg3Zz09>

I CALL TO ORDER

II ROLL CALL

III PUBLIC PARTICIPATION

IV ADMINISTRATION

- a) Approval of Minutes
 - i) Approve Minutes of the October 19, 2021 Special Meeting
- b) Financials
 - i) Approve Norwalk Redevelopment Agency Statement of Revenues and Expenditures and Balance Sheets for all funds for the quarter ending September 30, 2021

V BUSINESS

- a) DECD \$3M Waypoint Phase II Public Infrastructure Improvements Grant
 - i) Authorize the Agency's Executive Director to execute all documents required to implement the DECD \$3M Waypoint Phase II Public Infrastructure Improvements Grant.

- b) GIS Sidewalk Inventory and Design
 - i) Authorize the Agency's Executive Director to execute all documents and contracts required to implement the GIS Sidewalk Inventory and Design project.

VI NEW BUSINESS

VII OLD BUSINESS

VIII EXECUTIVE SESSION

- a) Office Lease Update
 - i) Discussion and possible action on VIII (a).

- b) Discussion and update on litigation titled City of Norwalk and City of Norwalk Redevelopment Agency vs. ILSR Owners, LLC, which is currently pending in the Stamford-Norwalk Judicial District at Stamford.
 - i) Discussion and possible action on VIII (b).

IX ADJOURNMENT

**CITY OF NORWALK
REDEVELOPMENT AGENCY
SPECIAL MEETING
OCTOBER 19, 2021**

ATTENDANCE: John Ignéri, Chair; Kelly Bloom, David Westmoreland

OTHERS: Brian Bidolli, Redevelopment Agency Executive Director; Katie O’Leary, Eugenia Lupinski, Director of Finance; Dan Elliott. Counsel

CALL TO ORDER

Mr. Ignéri called the meeting to order at 5:30 p.m.

ROLL CALL

Mr. Ignéri called the roll. A quorum was present.

PUBLIC PARTICIPATION

There was no one from the public who wished to comment at this time.

ADMINISTRATION

a) Approval of Minutes

- **Approve Minutes of the September 21, 2021 Special Meeting**

**** MS. BLOOM MOVED THE MINUTES OF THE SEPTEMBER 21, 2021 SPECIAL MEETING.**

**** MR. WESTMORELAND SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF THE SEPTEMBER 21, 2021 SPECIAL MEETING PASSED UNANIMOUSLY.**

b) Financials

• Approve Norwalk Redevelopment Agency Statement of Revenues and Expenditures for Operating Fund 100 for Year-to-Date August 31, 2021

Ms. Lupinski said that the Operating Fund 100 had actual revenues of \$217,000 versus budgeted revenues of \$237,000 which resulted in an unfavorable variance of \$20,000. She said that this was mainly due to lower CDBG grant revenue and expected the shortfall to be recouped over the remainder of the year. The total actual expenditures were \$221,000 versus a budget of \$239,000 which resulted in a favorable variance of \$18,000. This was due to favorable variances in personnel costs (\$11,000), and administrative expenses (\$17,000). The net actual operating deficit of \$5,000 versus the budgeted operating deficit of \$3,000 resulted in an unfavorable variance of \$2,000.

**** MR. WESTMORELAND MOVED TO APPROVE THE FINANCIAL REPORT AS PRESENTED.**

**** MS. BLOOM SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

BUSINESS

a) South Norwalk Train Station Area Study

- Approve VHB Contract Amendment for services related to COVID recovery planning.**

Mr. Bidolli presented two specific additional scope items regarding the Webster lot and the South Norwalk TOD Study to further assess the interoperability of parking at the Webster lot and the Railroad station lot. He indicated the consultants will be comparing parking utilization rates to pre-pandemic numbers and how the lots are currently utilized post COVID. He explained that he was looking for approval for the contract, which is not to exceed \$25,000.

Mr. Igneri noted that the Rowayton parking lot is now back to full capacity, as well as the Darien parking lot.

**** MS. BLOOM MOVED TO APPROVE VHB CONTRACT AMENDMENT FOR SERVICES RELATED TO COVID RECOVERY PLANNING.**

**** MR. WESTMORELAND SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

b) Historic Façade Improvement Program

- Authorize Executive Director to execute contracts consistent with the Historic Façade Improvement Grant guidelines in an amount not to exceed total funding available.**

Mr. Bidolli provided an update on the status of the program. They have issued flyers and applications have been received, reviewed and ranked by local area preservationist Tod Bryant.

Mr. Westmoreland said that he was excited that the program was finally getting underway. He said that he would like to see more homeowners applying for the Historic Home Rehabilitation Credits.

**** MR. WESTMORELAND MOVED TO AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE CONTRACTS CONSISTENT WITH THE HISTORIC FAÇADE IMPROVEMENT GRANT GUIDELINES IN AN AMOUNT NOT TO EXCEED TOTAL FUNDING AVAILABLE.**

**** MS. BLOOM SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

c) MLK Façade Improvement Program

- **Authorize Brian T. Bidolli, Executive Director, to execute contracts consistent with the MLK Façade Improvement Grant guidelines in an amount not to exceed total funding available.**

Mr. Bidolli said that they had been working on this program to improve the MLK corridor. He indicated that there was geographic information in the Commissioners' packet. They are actively involved in Phase 1 of the project with eight rehab projects in the area. Now they are ready to advance the next six, which includes 20 residential units. He was requesting approval to move forward with \$177, 000 of the funds available.

**** MR. WESTMORELAND MOVED TO AUTHORIZE BRIAN T. BIDOLLI, EXECUTIVE DIRECTOR, TO EXECUTE CONTRACTS CONSISTENT WITH THE MLK FAÇADE IMPROVEMENT GRANT GUIDELINES IN AN AMOUNT NOT TO EXCEED TOTAL FUNDING AVAILABLE.**

**** MS. BLOOM SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

d) EPA Brownfields Grant for 30 Monroe Street Remediation

- **Authorize Brian T. Bidolli, Executive Director, to execute all documents and contracts required to implement the 2021 EPA Brownfields Cleanup Grant.**

Mr. Bidolli said that they had received \$500,000 to help clean up around the South Norwalk Train Station with a focus on the 30 Monroe site. He indicated these are very competitive grants and the Agency was very excited to be awarded the funding to be matched with CDBG resources.

**** MS. BLOOM MOVED TO AUTHORIZE BRIAN T. BIDOLLI, EXECUTIVE DIRECTOR, TO EXECUTE ALL DOCUMENTS AND CONTRACTS REQUIRED TO IMPLEMENT THE 2021 EPA BROWNFIELDS CLEANUP GRANT.**

**** MR. WESTMORELAND SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

NEW BUSINESS

Mr. Igneri said that he had been advised that it would be better not have the Chair making the motions and therefore, he would be requesting the others to make the motions in the future. He added that they had also been advised to establish a loan committee.

Mr. Bidolli then gave a summary of the history and noted that they should re-establish the Committee. He said that there were occasionally emergency situations that needed to be addressed. He noted that they anticipated receiving an emergency application in the coming days. Discussion followed about the process of approving loan applications.

Mr. Igneri pointed out that there were only three Board Members present and suggested they act as the Loan Committee. This was agreeable to all.

OLD BUSINESS

There was no old Business to consider at this time.

EXECUTIVE SESSION

**** MS. BLOOM MOVED TO ENTER INTO EXECUTIVE SESSION.**

**** MR. WESTMORELAND SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The Board Members entered into Executive Session at 5:46 p.m.

**** MR. WESTMORELAND MOVED TO LEAVE EXECUTIVE SESSION.**

**** MS. BLOOMED SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The Board Members came out of Executive Session at 6:16 p.m.

- a) **Discussion and update regarding IJ Group, LLC v. City of Norwalk, et al, Connecticut Superior Court, Complex Litigation Docket at Stamford/Norwalk, Docket No. X08-FST-CV19-6044650-S.**
 - **Discussion and possible action on VIII (a).**

NO ACTION WAS TAKEN.

b) Office Lease Update

- **Discussion and possible action on VIII (b).**

**** MR. WESTMORELAND MOVED TO AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE SUBLEASE AGREEMENTS WITH PROSPECTIVE TENANTS AS REVIEWED AND APPROVED BY AGENCY COUNSEL.**

**** MS. BLOOM SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

ADJOURNMENT

**** MR. WESTMORELAND MOVED TO ADJOURN.**

**** MS. BLOOM SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 6:18 p.m.

Respectfully submitted

S. L. Soltes
Telesco Secretarial Services

Norwalk Redevelopment Agency
Explanation of Statements of Revenues & Expenditures and
Balance Sheets for All Norwalk Redevelopment Agency Funds
Year-To-Date September 30, 2021

- The Operating Fund 100 has revenues of \$321,404 versus budgeted revenues of \$355,332 which results in an unfavorable variance of \$33,928. This is mostly due to lower CDBG grant revenue which will be recouped over the remainder of the year.
- Total operating expenditures of \$347,256 versus a budget of \$366,963 resulted in a \$19,707 favorable variance which is primarily due to favorable variances in personnel expenditures of \$15,956 and administrative expenses of \$3,751.
- There is an operating deficit of \$25,852 versus a budgeted operating deficit of \$11,631 resulting in an unfavorable operating variance of \$14,220.
- The Operating Fund 100 Balance Sheet has \$5,150,538 in cash, accounts receivable, due to other funds and property, and \$1,651,166 in net loans receivable. There is \$987,554 in Deferred Revenues which will be earned when expended and \$3,482,594 in Net Assets.
- The Brookfield Properties Operating Fund 115 has revenues of \$4,786 and expenditures of \$4,786 resulting in a breakeven. The Balance Sheet has \$465,009 in cash, and there is \$465,009 in liabilities and net assets.
- CDBG Revolving Loan Fund 200 has revenues of \$5,405 which consists of interest income from notes receivable and expenditures of \$1,483 resulting in an operating surplus of \$3,922. The CDBG Revolving Loan Fund Balance Sheet has \$291,027 in cash and due from other funds, and \$335,011 in net loans receivable. This fund has \$129,711 in liabilities and \$496,327 in net assets.
- CDBG Non-Revolving Loan Fund 300 has revenues of \$267,034 and program expenditures of \$293,284 which results in an operating deficit of \$26,249 which will be reimbursed by CDBG in the next drawdown. The Balance Sheet for CDBG (NRLF) Fund 300 has \$352,276 in cash and due from other funds, \$146,429 in net loans receivable, and \$498,705 in liabilities and net assets.
- Norwalk Redevelopment Agency Project and Program Fund 500 Statement of Revenues and Expenditures includes Capital Budget Grants from the City of Norwalk, grants from State DECD, and Choice Neighborhoods Federal grants. This fund has \$250,566 in revenues and \$257,442 in program expenditures resulting in a \$6,875 operating deficit which will be reimbursed from City Capital Budget billing. The NRA Project and Program Fund balance sheet has \$657,149 in cash and due from other funds and \$657,149 in liabilities and net assets.

Norwalk Redevelopment Agency Inc.
Statement of Revenues and Expenditures - Board 2022 Rev&Exp Comparison-YTD,Budget,Prior YTD
100 - NRA Operating - Fund 100
From 7/1/2021 Through 9/30/2021
(In Whole Numbers)

	YTD Actual	YTD Budget	YTD Variance	Prior YTD Actual	Annual Budget	Annual Budget \$ Remaining
REVENUES						
Grant Revenues						
Grants - City Positions	37,472	37,472	0	35,638	149,889	112,417
Grants - NRA Project Funds	173,497	173,497	(0)	219,742	693,989	520,492
Grants - CDBG City Neighborhoods	22,832	59,250	(36,418)	36,434	237,000	214,168
Grants - CDBG Program Admin	52,942	53,436	(495)	49,782	213,745	160,803
Grants - CDBG CV Admin	9,659	6,250	3,409	12,511	25,000	15,341
Grants - Other	0	4,250	(4,250)	0	17,000	17,000
Total Grant Revenues	<u>296,401</u>	<u>334,156</u>	<u>(37,755)</u>	<u>354,106</u>	<u>1,336,623</u>	<u>1,040,222</u>
Other Revenues						
Interest Income from Notes	21,106	21,176	(70)	12,644	84,705	63,599
Interest Income - Other	1,776	0	1,776	560	0	(1,776)
Miscellaneous Revenues	2,121	0	2,121	3,432	0	(2,121)
Total Other Revenues	<u>25,003</u>	<u>21,176</u>	<u>3,827</u>	<u>16,636</u>	<u>84,705</u>	<u>59,702</u>
Total REVENUES	<u>321,404</u>	<u>355,332</u>	<u>(33,928)</u>	<u>370,743</u>	<u>1,421,328</u>	<u>1,099,924</u>
EXPENDITURES						
Personnel						
Salaries	204,467	217,119	12,652	181,356	821,950	617,483
Taxes & Benefits	76,415	79,720	3,305	69,953	318,878	242,463
Total Personnel	<u>280,882</u>	<u>296,838</u>	<u>15,956</u>	<u>251,309</u>	<u>1,140,828</u>	<u>859,946</u>
Administrative Expenses						
Professional Fees - Legal	10,000	6,250	(3,750)	103,887	25,000	15,000
Professional Fees - Other	3,500	3,750	250	3,375	15,000	11,500
Consultants/Contracted Svcs	5,395	5,000	(395)	9,565	20,000	14,605
Occupancy	29,332	30,000	668	28,660	120,000	90,668
Office Expenses	5,987	6,250	263	4,587	25,000	19,013
Insurance	0	6,250	6,250	0	25,000	25,000
I.T. Expense	5,186	3,000	(2,186)	4,859	12,000	6,814
Training	650	3,375	2,725	2,123	13,500	12,850
Agency Marketing	5,875	5,000	(875)	4,200	20,000	14,125
Miscellaneous	448	1,250	802	663	5,000	4,552
Total Administrative Expenses	<u>66,374</u>	<u>70,125</u>	<u>3,751</u>	<u>161,919</u>	<u>280,500</u>	<u>214,126</u>
Total EXPENDITURES	<u>347,256</u>	<u>366,963</u>	<u>19,707</u>	<u>413,228</u>	<u>1,421,328</u>	<u>1,074,072</u>
NET OPERATING SURPLUS/(DEFICIT)	<u>(25,852)</u>	<u>(11,631)</u>	<u>(14,220)</u>	<u>(42,485)</u>	<u>0</u>	<u>25,852</u>

Norwalk Redevelopment Agency Inc.
Statement of Revenues and Expenditures
 100 - NRA Operating - Fund 100
 From 9/1/2021 Through 9/30/2021
 (In Whole Numbers)

	<u>Month Actual</u>	<u>Month Budget</u>	<u>Month Variance</u>	<u>Prior Year Month</u>
REVENUES				
Grant Revenues				
Grants - City Positions	12,491	12,491	0	11,879
Grants - NRA Project Funds	57,832	57,832	(0)	73,247
Grants - CDBG City Neighborhoods	6,561	19,750	(13,189)	11,533
Grants - CDBG Program Admin	16,606	17,812	(1,206)	16,468
Grants - CDBG CV Admin	2,673	2,083	590	5,697
Grants - Other	0	1,417	(1,417)	0
Total Grant Revenues	<u>96,163</u>	<u>111,385</u>	<u>(15,222)</u>	<u>118,825</u>
Other Revenues				
Interest Income from Notes	7,035	7,059	(24)	4,210
Interest Income - Other	579	0	579	116
Miscellaneous Revenues	946	0	946	879
Total Other Revenues	<u>8,560</u>	<u>7,059</u>	<u>1,501</u>	<u>5,206</u>
Total REVENUES	<u>104,723</u>	<u>118,444</u>	<u>(13,721)</u>	<u>124,031</u>
EXPENDITURES				
Personnel				
Salaries	73,024	77,542	4,519	55,672
Taxes & Benefits	26,303	26,573	270	23,722
Total Personnel	<u>99,327</u>	<u>104,116</u>	<u>4,788</u>	<u>79,394</u>
Administrative Expenses				
Professional Fees - Legal	5,206	2,083	(3,123)	25,219
Professional Fees - Other	1,167	1,250	83	1,125
Consultants/Contracted Svcs	2,170	1,667	(503)	5,500
Occupancy	8,926	10,000	1,074	7,952
Office Expenses	3,844	2,083	(1,761)	2,165
Insurance	0	2,083	2,083	0
I.T. Expense	575	1,000	425	318
Training	400	1,125	725	1,725
Agency Marketing	4,225	1,667	(2,558)	3,925
Miscellaneous	184	417	233	356
Total Administrative Expenses	<u>26,697</u>	<u>23,375</u>	<u>(3,322)</u>	<u>48,284</u>
Total EXPENDITURES	<u>126,025</u>	<u>127,491</u>	<u>1,466</u>	<u>127,678</u>
NET OPERATING SURPLUS/(DEFICIT)	<u>(21,302)</u>	<u>(9,047)</u>	<u>(12,255)</u>	<u>(3,647)</u>

Norwalk Redevelopment Agency Inc.
Statement of Revenues and Expenditures - Board Qtrly - 1st Quarter YTD Comparative
100 - NRA Operating - Fund 100
From 7/1/2021 Through 9/30/2021
(In Whole Numbers)

	Year-To-Date Actual	Prior Year-To-Date Actual
REVENUES		
Grant Revenues		
Grants - City Positions	37,472	35,638
Grants - NRA Project Funds	173,497	219,742
Grants - CDBG City Neighborhoods	22,832	36,434
Grants - CDBG Program Admin	52,942	49,782
Grants - CDBG CV Admin	9,659	12,511
Total Grant Revenues	296,401	354,106
Other Revenues		
Interest Income from Notes	21,106	12,644
Interest Income - Other	1,776	560
Miscellaneous Revenues	2,121	3,432
Total Other Revenues	25,003	16,636
Total REVENUES	321,404	370,743
EXPENDITURES		
Personnel		
Salaries	204,467	181,356
Taxes & Benefits	76,415	69,953
Total Personnel	280,882	251,309
Administrative Expenses		
Professional Fees - Legal	10,000	103,887
Professional Fees - Other	3,500	3,375
Consultants/Contracted Svcs	5,395	9,565
Occupancy	29,332	28,660
Office Expenses	5,987	4,587
I.T. Expense	5,186	4,859
Training	650	2,123
Agency Marketing	5,875	4,200
Miscellaneous	448	663
Total Administrative Expenses	66,374	161,919
Total EXPENDITURES	347,256	413,228
NET OPERATING SURPLUS/(DEFICIT)	(25,852)	(42,485)

Norwalk Redevelopment Agency Inc.
 Balance Sheet - Board Qtrly - 1st Quarter YTD Comparative
 100 - NRA Operating - Fund 100
 As of 9/30/2021
 (In Whole Numbers)

	Current Year	Prior Year
ASSETS		
Current Assets		
Cash	373,928	445,485
Investments	4,560,077	5,152,453
Accounts Receivable	202,499	248,846
Total Current Assets	5,136,505	5,846,784
Other Assets		
Due from (to) Other Funds	(26,109)	(209,926)
Property & Equipment	40,142	55,217
Loans Receivable	1,933,895	1,290,625
Less: Bad Debt Reserve	(282,729)	(282,729)
Other Assets	0	378
Total Other Assets	1,665,199	853,565
Total ASSETS	6,801,704	6,700,349
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts Payable	96,642	91,892
Payroll & Benefits Payable	233,606	182,844
Other Liabilities	325,439	268,257
Notes Payable	1,675,869	1,013,575
Deferred Revenues	987,554	1,677,821
Total Liabilities	3,319,109	3,234,388
Net Assets		
Beginning Fund Balances	3,508,446	3,508,446
YTD Activities	(25,852)	(42,485)
Total Net Assets	3,482,594	3,465,961
Total LIABILITIES AND NET ASSETS	6,801,704	6,700,349

Norwalk Redevelopment Agency Inc.
 Statement of Revenues and Expenditures - Board Qtrly - 1st Quarter YTD Comparative
 115 - Brookfield Operating Fund 115
 From 7/1/2021 Through 9/30/2021
 (In Whole Numbers)

	Year-To-Date Actual	Prior Year-To-Date Actual
REVENUES		
Other Revenues		
Contributions - Developer	4,786	5,580
Total Other Revenues	4,786	5,580
Total REVENUES	4,786	5,580
EXPENDITURES		
Administrative Expenses		
Professional Fees - Legal	0	200
Consultants/Contracted Svcs	4,786	5,238
Total Administrative Expenses	4,786	5,438
Project Expenses		
Other Project Expenses	0	142
Total Project Expenses	0	142
Total EXPENDITURES	4,786	5,580
NET OPERATING SURPLUS/(DEFICIT)	0	0

Norwalk Redevelopment Agency Inc.
 Balance Sheet - Board Qtrly - 1st Quarter YTD Comparative
 115 - Brookfield Operating Fund 115
 As of 9/30/2021
 (In Whole Numbers)

	Current Year	Prior Year
ASSETS		
Current Assets		
Cash	29,923	5,836
Investments	435,086	484,465
Total Current Assets	465,009	490,301
Other Assets		
Due from (to) Other Funds	0	(4,042)
Total Other Assets	0	(4,042)
Total ASSETS	465,009	486,259
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts Payable	1,621	3,113
Other Liabilities	463,388	483,146
Total Liabilities	465,009	486,259
Total LIABILITIES AND NET ASSETS	465,009	486,259

Norwalk Redevelopment Agency Inc.
 Statement of Revenues and Expenditures - Board Qtrly - 1st Quarter YTD Comparative
 200 - CDBG (RLF) - Fund 200
 From 7/1/2021 Through 9/30/2021
 (In Whole Numbers)

	<u>Year-To-Date Actual</u>	<u>Prior Year-To-Date Actual</u>
REVENUES		
Other Revenues		
Interest Income from Notes	<u>5,405</u>	<u>5,968</u>
Total Other Revenues	<u>5,405</u>	<u>5,968</u>
Total REVENUES	<u>5,405</u>	<u>5,968</u>
EXPENDITURES		
Administrative Expenses		
Miscellaneous	<u>1,483</u>	<u>1,654</u>
Total Administrative Expenses	<u>1,483</u>	<u>1,654</u>
Project Expenses		
CDBG Program Expenses	<u>0</u>	<u>2,496</u>
Total Project Expenses	<u>0</u>	<u>2,496</u>
Total EXPENDITURES	<u>1,483</u>	<u>4,150</u>
NET OPERATING SURPLUS/(DEFICIT)	<u>3,922</u>	<u>1,818</u>

Norwalk Redevelopment Agency Inc.
Balance Sheet - Board Qtrly - 1st Quarter YTD Comparative
200 - CDBG (RLF) - Fund 200
As of 9/30/2021
(In Whole Numbers)

	Current Year	Prior Year
ASSETS		
Current Assets		
Cash	76,793	535,641
Investments	176,463	176,126
Total Current Assets	253,256	711,768
Other Assets		
Due from (to) Other Funds	37,771	133,838
Loans Receivable	1,751,507	1,869,004
Less: Bad Debt Reserve	(1,416,496)	(1,716,496)
Total Other Assets	372,783	286,346
Total ASSETS	626,038	998,113
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts Payable	436	1,466
Other Liabilities	129,275	502,425
Total Liabilities	129,711	503,891
Net Assets		
Beginning Fund Balances	492,405	492,405
YTD Activities	3,922	1,818
Total Net Assets	496,327	494,222
Total LIABILITIES AND NET ASSETS	626,038	998,113

Norwalk Redevelopment Agency Inc.
Statement of Revenues and Expenditures - Board Qtrly - 1st Quarter YTD Comparative
300 - CDBG (NRLF) - Fund 300
From 7/1/2021 Through 9/30/2021
(In Whole Numbers)

	<u>Year-To-Date Actual</u>	<u>Prior Year-To-Date Actual</u>
REVENUES		
Grant Revenues		
Grants - CDBG City Neighborhoods	266,259	0
Total Grant Revenues	<u>266,259</u>	<u>0</u>
Other Revenues		
Interest Income from Notes	775	940
Interest Income - Other	<u>0</u>	<u>0</u>
Total Other Revenues	<u>776</u>	<u>940</u>
Total REVENUES	<u>267,034</u>	<u>940</u>
EXPENDITURES		
Administrative Expenses		
Consultants/Contracted Svcs	93,911	0
Office Expenses	432	55
Training	0	2,150
Miscellaneous	<u>881</u>	<u>855</u>
Total Administrative Expenses	95,224	3,060
Project Expenses		
CDBG Program Expenses	56,128	1,461
Other Project Expenses	85,432	98,727
Project Expenses	<u>56,500</u>	<u>0</u>
Total Project Expenses	<u>198,060</u>	<u>100,187</u>
Total EXPENDITURES	<u>293,284</u>	<u>103,247</u>
NET OPERATING SURPLUS/(DEFICIT)	<u>(26,249)</u>	<u>(102,307)</u>

Norwalk Redevelopment Agency Inc.
 Balance Sheet - Board Qtrly - 1st Quarter YTD Comparative
 300 - CDBG (NRLF) - Fund 300
 As of 9/30/2021
 (In Whole Numbers)

	Current Year	Prior Year
ASSETS		
Current Assets		
Cash	162,654	238,765
Investments	3,317	3,316
Grants Receivable	183,443	0
Total Current Assets	349,414	242,081
Other Assets		
Due from (to) Other Funds	2,862	51,645
Loans Receivable	426,004	438,042
Less: Bad Debt Reserve	(279,575)	(354,575)
Total Other Assets	149,291	135,113
Total ASSETS	498,705	377,194
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts Payable	168,814	213,695
Other Liabilities	171,668	81,334
Deferred Revenues	7,000	7,000
Total Liabilities	347,482	302,029
Net Assets		
Beginning Fund Balances	177,472	177,472
YTD Activities	(26,249)	(102,307)
Total Net Assets	151,222	75,165
Total LIABILITIES AND NET ASSETS	498,705	377,194

Norwalk Redevelopment Agency Inc.
Statement of Revenues and Expenditures - Board Qtrly - 1st Quarter YTD Comparative
500 - Programs, DECD, Cap Bud - Fund 500
From 7/1/2021 Through 9/30/2021
(In Whole Numbers)

	<u>Year-To-Date Actual</u>	<u>Prior Year-To-Date Actual</u>
REVENUES		
Grant Revenues		
Grants - State DECD	926	893
Grants - Choice Neighborhoods	0	3,069
Grants - Other	350	200
Grants - City Capital Budgets	<u>250,000</u>	<u>253,002</u>
Total Grant Revenues	251,276	257,165
Other Revenues		
Interest Income - Other	41	1
Miscellaneous Revenues	<u>(750)</u>	<u>1,500</u>
Total Other Revenues	<u>(709)</u>	<u>1,501</u>
Total REVENUES	<u>250,566</u>	<u>258,666</u>
EXPENDITURES		
Administrative Expenses		
Professional Fees - Legal	2,639	0
Consultants/Contracted Svcs	0	53,928
Office Expenses	0	349
Year End Zero Out To Breakeven	(1,878)	(33,386)
Agency Marketing	5,138	0
Miscellaneous	<u>43</u>	<u>9</u>
Total Administrative Expenses	5,942	20,900
Project Expenses		
Capital Budget Expenses	250,000	250,000
Other Project Expenses	0	308
Project Expenses	<u>1,500</u>	<u>5,370</u>
Total Project Expenses	<u>251,500</u>	<u>255,678</u>
Total EXPENDITURES	<u>257,442</u>	<u>276,578</u>
NET OPERATING SURPLUS/(DEFICIT)	<u>(6,875)</u>	<u>(17,912)</u>

Norwalk Redevelopment Agency Inc.
 Balance Sheet - Board Qtrly - 1st Quarter YTD Comparative
 500 - Programs, DECD, Cap Bud - Fund 500
 As of 9/30/2021
 (In Whole Numbers)

	Current Year	Prior Year
ASSETS		
Current Assets		
Cash	450,909	355,645
Investments	209,915	109,739
Accounts Receivable	0	98,893
Total Current Assets	660,824	564,278
Other Assets		
Due from (to) Other Funds	(3,675)	36,396
Loans Receivable	82,246	92,246
Less: Bad Debt Reserve	(82,246)	(92,246)
Total Other Assets	(3,675)	36,396
Total ASSETS	657,149	600,674
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts Payable	84,008	48,839
Other Liabilities	577,032	566,730
Deferred Revenues	2,985	3,017
Total Liabilities	664,024	618,586
Net Assets		
YTD Activities	(6,875)	(17,912)
Total Net Assets	(6,875)	(17,912)
Total LIABILITIES AND NET ASSETS	657,149	600,674

Norwalk Redevelopment Agency Inc.
Statement of Revenues and Expenditures - Board Qtrly - 1st Qtr All NRA Entities Combined
 From 7/1/2021 Through 9/30/2021
 (In Whole Numbers)

	NRA Operating - Fund 100	Brookfield Operating Fund 115	CDBG (RLF) - Fund 200	CDBG (NRLF) - Fund 300	Programs, DECD, Cap Bud - Fund 500	Total
REVENUES						
Grant Revenues						
Grants - City Positions	37,472	0	0	0	0	37,472
Grants - State DECD	0	0	0	0	926	926
Grants - NRA Project Funds	173,497	0	0	0	0	173,497
Grants - CDBG City Neighborhoods	22,832	0	0	266,259	0	289,090
Grants - CDBG Program Admin	52,942	0	0	0	0	52,942
Grants - CDBG CV Admin	9,659	0	0	0	0	9,659
Grants - Other	0	0	0	0	350	350
Grants - City Capital Budgets	0	0	0	0	250,000	250,000
Total Grant Revenues	296,401	0	0	266,259	251,276	813,935
Other Revenues						
Contributions - Developer	0	4,786	0	0	0	4,786
Interest Income from Notes	21,106	0	5,405	775	0	27,286
Interest Income - Other	1,776	0	0	0	41	1,817
Miscellaneous Revenues	2,121	0	0	0	(750)	1,371
Total Other Revenues	25,003	4,786	5,405	776	(709)	35,261
Total REVENUES	321,404	4,786	5,405	267,034	250,566	849,196
EXPENDITURES						
Personnel						
Salaries	204,467	0	0	0	0	204,467
Taxes & Benefits	76,415	0	0	0	0	76,415
Total Personnel	280,882	0	0	0	0	280,882
Administrative Expenses						
Professional Fees - Legal	10,000	0	0	0	2,639	12,639
Professional Fees - Other	3,500	0	0	0	0	3,500
Consultants/Contracted Svcs	5,395	4,786	0	93,911	0	104,092
Occupancy	29,332	0	0	0	0	29,332
Office Expenses	5,987	0	0	432	0	6,419
I.T. Expense	5,186	0	0	0	0	5,186
Training	650	0	0	0	0	650
Year End Zero Out To Breakeven	0	0	0	0	(1,878)	(1,878)
Agency Marketing	5,875	0	0	0	5,138	11,013
Miscellaneous	448	0	1,483	881	43	2,855
Total Administrative Expenses	66,374	4,786	1,483	95,224	5,942	173,809
Project Expenses						
Capital Budget Expenses	0	0	0	0	250,000	250,000
CDBG Program Expenses	0	0	0	56,128	0	56,128
Other Project Expenses	0	0	0	85,432	0	85,432
Project Expenses	0	0	0	56,500	1,500	58,000

Norwalk Redevelopment Agency Inc.
 Statement of Revenues and Expenditures - Board Qtrly - 1st Qtr All NRA Entities Combined
 From 7/1/2021 Through 9/30/2021
 (In Whole Numbers)

	NRA Operating - Fund 100	Brookfield Operating Fund 115	CDBG (RLF) - Fund 200	CDBG (NRLF) - Fund 300	Programs, DECID, Cap Bud - Fund 500	Total
Total Project Expenses	0	0	0	198,060	251,500	449,560
Total EXPENDITURES	347,256	4,786	1,483	293,284	257,442	904,250
NET OPERATING SURPLUS/(DEFICIT)	(25,852)	0	3,922	(26,249)	(6,875)	(55,055)

Norwalk Redevelopment Agency Inc.
Balance Sheet - Board Qtrly - 1st Qtr All NRA Entities Combined
 As of 9/30/2021
 (In Whole Numbers)

	NRA Operating - Fund 100	Brookfield Operating Fund 115	CDBG (RLF) - Fund 200	CDBG (NRLF) - Fund 300	Programs, DECD, Cap Bud - Fund 500	Total
ASSETS						
Current Assets						
Cash	373,928	29,923	76,793	162,654	450,909	1,094,206
Investments	4,560,077	435,086	176,463	3,317	209,915	5,384,859
Accounts Receivable	202,499	0	0	0	0	202,499
Grants Receivable	0	0	0	183,443	0	183,443
Total Current Assets	5,136,505	465,009	253,256	349,414	660,824	6,865,007
Other Assets						
Due from (to) Other Funds	(26,109)	0	37,771	2,862	(3,675)	10,849
Property & Equipment	40,142	0	0	0	0	40,142
Loans Receivable	1,933,895	0	1,751,507	426,004	82,246	4,193,652
Less: Bad Debt Reserve	(282,729)	0	(1,416,496)	(279,575)	(82,246)	(2,061,045)
Other Assets	0	0	0	0	0	0
Total Other Assets	1,665,199	0	372,783	149,291	(3,675)	2,183,597
Amounts To Be Provided By Governmental Fund	0	0	0	0	0	0
Total ASSETS	6,801,704	465,009	626,038	498,705	657,149	9,048,604
LIABILITIES AND NET ASSETS						
Liabilities						
Accounts Payable	96,642	1,621	436	168,814	84,008	351,521
Payroll & Benefits Payable	233,606	0	0	0	0	233,606
Other Liabilities	325,439	463,388	129,275	171,668	577,032	1,666,802
Notes Payable	1,675,869	0	0	0	0	1,675,869
Deferred Revenues	987,554	0	0	7,000	2,985	997,539
Compensated Absences	0	0	0	0	0	0
Total Liabilities	3,319,109	465,009	129,711	347,482	664,024	4,925,336
Net Assets						
Beginning Fund Balances	3,508,446	0	492,405	177,472	0	4,178,323
Designated Net Assets	0	0	0	0	0	0
YTD Activities	(25,852)	0	3,922	(26,249)	(6,875)	(55,055)
Total Net Assets	3,482,594	0	496,327	151,222	(6,875)	4,123,268
Total LIABILITIES AND NET ASSETS	6,801,704	465,009	626,038	498,705	657,149	9,048,604



October 27, 2021

Ref: 85450.21

Mr. Brian Bidiolli
Executive Director
Norwalk Redevelopment
3 Belden Avenue
Norwalk, CT 06850

Re: Norwalk City-wide Sidewalk Inventory

Dear Brian:

In response to the request from Transportation, Mobility and Parking Director James Traveers on the referenced project and subsequent discussions, VHB is pleased to present this proposal for the update of the 2014 City Sidewalk Inventory conducted by VHB and the expansion of the inventory City-wide. In addition, the expanded inventory will be consolidated into a management system to allow the City to access the data and develop project funding for various sidewalk improvements. From our 40 years of working for the City, we understand the City faces many challenges every year, but few are as important as where to spend the next infrastructure dollar. Understanding the inventory and assets maintained under City ownership is step one. Managing those assets is step two.

In addition, this proposal includes a design task for evaluation of sidewalk and operational improvements at the intersection of Soundview Avenue at Oak Street/Cliff Street intersection.

To build off the prior work VHB has completed for the City, and to make it more extensible and accessible for City staff, VHB's modern web-based asset management platform, SAM IS® (Smart Asset Management and Inventory System) will be utilized to expand the 2014 inventory City-wide. SAM IS will provide the City with a cost-effective method for using its sidewalk inventory data – past, current, and future. The result is an easily implementable, end-to-end asset management platform for the City of Norwalk that is powerful enough to provide useful analysis, and robust enough to cover multiple asset types. To maximize the benefits of utilizing the inventory data, we are including this in the sidewalk inventory efforts based upon our discussions with your team earlier this month. VHB is able to do this for the City because of the 2014 sidewalk inventory efforts, its extensive prior knowledge, past work, and current technology and engineering efforts.



Based on the 2014 sidewalk inventory efforts, your request for expansion City-wide, and discussions on the anticipated scope of work efforts, VHB has prepared the following scope of services for consideration that can be discussed in subsequent reviews by the City.

Scope of Services – Sidewalk Inventory System

VHB will configure and implement SAM IS® for the City of Norwalk for the following modules/ features types:

- Sidewalk (includes sidewalks and ramps) – for sidewalks, SAM IS® will help define needed improvements toward becoming ADA-compliant (*though use of SAM IS® does not guarantee ADA compliance*)

The implementation process consists of identifying a previously collected inventory, collecting net new data according to the SAM IS® Sidewalk data schema (see appendices A and B), importing the data into the SAM IS® platform; configuring the system with review/analysis parameters and configured reports, charts, and map setups; user training; hosting and maintenance of the system; and technical support. The following sections describe the steps in more detail for each feature.

1. Project Management/Kickoff Meeting/Data Discovery

VHB will manage the project from the Wethersfield office and assign a point person to serve as the day-to-day contact and task manager for the project team and the City. VHB will be in constant contact with the City and expects to be in City hall a minimum of twice per month on various projects. This will provide the City with project progress at least twice per month.

VHB will set up a project kick off meeting, in person, with the pertinent team members to review the project efforts, project coordination, project management and schedule. In addition, verification of project information will be discussed.

Prior to the start of the project, The City of Norwalk will transmit to VHB their data files for use in the SAM IS® platform from the City. This will include any digital files, such as GIS files, spreadsheets, or databases, ideally from their most recent data collection effort. For the purposes of this proposal, all data transmitted must be provided to VHB in *native* digital format (e.g., databases, spreadsheets; *not* scanned .pdfs or similar). The data in all these files would relate to conditional inspection, repair histories, or asset attributes.

The primary intent of this task is for VHB to understand the format, nature, and extent of the City's existing data so that VHB can confirm or refine the estimation for data import into SAM IS® for the project.

Should the data need to be manually geo-referenced to link the data to the segments, VHB will assess the effort and inform the City if it could be completed within the assumed scope of this contract, as-is. Additional, out-of-scope efforts on inventory development will be quoted to the City for review and approval prior to beginning that work.



After a data review, VHB will provide, if necessary, a list of questions to the City, and discuss the volume, condition, and format of the data to be imported. Any revisions at the end of this task will be communicated back to the City. Any modifications to Task 2 will be negotiated to mutual agreement by VHB and the City. If one cannot be reached, one or both parties may choose not to proceed with the project.

2. Data Collection

Based upon the CTDOT public road mileage, VHB will drive the entire roadway network (280 miles) in the City of Norwalk to locate and evaluate sidewalks and footpaths that have and have not previously been studied. Using existing GIS data, VHB understands the total sidewalk inventory is assumed to be approximately 158 miles, comprised of 83 miles in the City's downtown district (where VHB will be updating the previous assessment), 35 miles of sidewalks that are on State roads and were not previously evaluated, and approximately 10 miles of sidewalk and 30 miles of footpaths that have yet to be surveyed that are outside the downtown district. VHB will perform a condition survey of all existing sidewalks and footpaths found in the inventory.

The condition will be evaluated using an Excellent/Good/Fair/Poor designation, as well as an estimate of the percent of area of sidewalk needing repair. VHB will verify the location, surface material type, curbing type, length, and width for each sidewalk segment. Sidewalks will be inventoried via intersection-to-intersection segments, unless there is a significant change of material type, condition, or width mid-block that extends more than one hundred feet. For the purposes of this estimate, VHB has budgeted 158 miles of sidewalks/footpaths into the data collection effort. VHB will capture photos of each sidewalk segment that is determined to be in 'poor' condition. VHB will capture one photo per poor segment.

VHB will develop an inventory of all sidewalk ramps. A GIS point feature will be recorded at all sidewalk termini. If no ramp exists at these locations, it will be recorded as such.

Where ramps do exist, they will be evaluated for material, general condition and the existence of a Detectable Warning Strip. Each ramp or missing ramp location will be photographed and linked to the point feature. Ramp attribute fields and appropriate lookup/pulldown lists will be created for future field use.

Identification of ramp type (by CTDOT or local criteria), and assessment of ADA compliance (slopes, , reveal, etc.) are outside the scope of this effort, and therefore not included in this proposal. Should the City wish to collect ADA-specific criteria, a separate amendment to this agreement will be required.

The sidewalk inventory, GIS mapping, attributes, photos taken during field collection, and condition assessment will be imported into SAM IS.



3. Inventory Development and Importing

Please note that all data import outlined in Task 3 is contingent on the availability of information and review from Task 1.

3.1 Sidewalk

The Sidewalk module consists of two feature types: sidewalks and ramps. VHB will integrate existing data from the City into the SAM IS® data model for the applicable feature types. As will be determined in the data scoping meeting (see Task 1), the feature types may also have related condition records. Accordingly, those records will be brought into SAM IS® using a specific SAM IS® model schema. Note that all data is still accessible, editable, and downloadable from the SAM IS® platform.

4. Asset Management System Implementation

4.1 Configuration Meeting

VHB will meet with the City to kick off the project, review the scope, and schedule milestones and key deadlines for the project. At this meeting VHB and the City will review data sources from Task 1 and Task 2 to be imported into SAM IS®. System functionality and configurable areas of the system will be reviewed. ArcGIS Online licensing and user setup (according to the City's available Esri ArcGIS online logins) will also be formalized, *as these are pre-requisites for SAM IS®*. Should the City require additional ArcGIS online logins above what they have at the time of the meeting, the City will need to procure them on their own, and then share with VHB the usernames for inclusion into the SAM IS® platform. Additionally, the City will review and sign the SAM IS® Software-as-a-Service (SaaS) agreement as part of this contract.

Additionally, VHB and the City will discuss the configuration and implementation of the SAM IS® sidewalk module for Norwalk. VHB will review the asset management workflow for the City and record any needs that will be highlighted within the platform, specifically with configured dashboards, charts, or queries available based on the SAM IS® data model. The configuration meeting assumes one half-day online meeting (not to exceed 4.0 hours).

4.2 Management System Conversion and Implementation

VHB will migrate/import the City's existing and newly collected sidewalk data into VHB's web-based platform, following the migration approach discussed in Task 3. Additionally, VHB will configure the site according to the specification and discussion of Task 4.1. The SAM IS® user accounts will be linked to the City's ArcGIS Online Named Users (as specified previously) to leverage full use of those accounts with SAM IS® capabilities. All SAM IS® user accounts will access the same SAM IS® database of information.

As an internet-based portal, SAM IS® does not require any local software or data installation. VHB will retain direct access to provide limited remote support and limited data editing/analysis services while you will retain full access to your data. As it does today, VHB will continue to update the SAM IS® functionality and will push those updates to you



automatically as part of your on-going subscription service. This proposal is for a full cloud-hosted solution, where all program data will be securely stored on cloud servers and securely accessed via an internet browser application (VHB recommends Google Chrome).

5. SAM IS® System Training

VHB will perform a training/work session on the Sidewalk module. All Norwalk personnel who will be using the platform for this module are encouraged to attend this training. After the City has used the platform for at least ten business days, or a time to be mutually agreed upon by each party after the first training meeting, VHB will provide a second training to answer any questions or concerns. System training comprises two partial days (up to 6.0 hours maximum; typically split 4.0h / 2.0h, or 3.0h / 3.0h). As outlined in Task 6.2, VHB will also provide one year of support to provide additional trainings and customization, as needed.

6. Annual Subscription and Support

6.1 SAM IS® Subscription

Upon implementation, the City will have one year of access to the SAM IS® internet-based platform. VHB will host and maintain the City of Norwalk SAM IS® sidewalk implementation.

The annual subscription-and-maintenance fee covers hosting of the data, including the database server and City of Norwalk SAM IS® module-specific ArcGIS services, and access to all SAM IS® system enhancements and upgrades that are released during that maintenance period. The City is responsible for maintaining their own ArcGIS Named User Accounts, granting them ArcGIS Online Access, as described previously. The one-year subscription period begins after the conclusion of the first training session. The City will be asked to sign a Software as a Subscription (SaaS) agreement for the ongoing use of the software.

6.2 Software Support

VHB will provide up to ten additional hours of on-call system support in a one-year period. These services may include additional analysis, technical support, or training related to the software, and may be provided by phone, email, or, if safe, on-site visits. Should the City wish to augment this block of technical support hours, an amendment to this agreement will be required.



Fee – Sidewalk Inventory System

1. Data Discovery and Review Meeting		
<i>Subtask</i>		<i>Estimated Task Price</i>
<u>1.1</u>	<u>Data Discovery</u>	<u>\$4,900</u>
	Subtask Total	\$4,900
2. Data Collection		
<i>Subtask</i>		<i>Estimated Task Price</i>
<u>2.1</u>	Data Collection (158 sidewalk miles)	\$30,450
	<u>Data Collection (mileage/reimbursable)</u>	<u>\$2,970</u>
	Subtask Total	\$33,420
3. Inventory Development and Importing		
<i>Subtask</i>		<i>Estimated Task Price</i>
<u>3.1</u>	<u>Sidewalk</u>	<u>\$3,800</u>
	Subtask Total	\$3,800
4. Asset Management System Implementation		
<i>Subtask</i>		<i>Estimated Task Price</i>
4.1	Configuration Meeting	\$2,695
<u>4.2</u>	<u>Management System Conversion and Implementation</u>	<u>\$5,125</u>
	Subtask Total	\$7,820
5. SAM IS® System Training		
<i>Subtask</i>		<i>Estimated Task Price</i>
<u>5.1</u>	<u>SAM IS® System Training - Sidewalk</u>	<u>\$965</u>
	Subtask Total	\$965
6. Annual Subscription and Support (Included for year 1)		
<i>Subtask</i>		<i>Estimated Task Price</i>
<u>6.1</u>	<u>SAM IS® Annual Subscription: Sidewalk</u>	<u>\$1,500</u>
<u>6.2</u>	<u>Software Technical Support (\$1,500 per module)</u>	<u>\$1,500</u>
	Subtask Total	\$3,000
	Total (Tasks 1-6): [includes data collection]	\$53,905

As noted in section 6.1, SAM IS requires an annual subscription for continued access and use, beyond the first year of these efforts. That annually recurring fee is \$3,000, as noted above in Task 6.



Scope of Services – Sidewalk Intersection Design

The intersection of Soundview Avenue at Oak Street/Cliff Street will be inventoried for sidewalks as noted in the above scope of services. In addition, VHB will conduct the following design services at the intersection:

- Detailed sidewalk assessment for all intersection approaches up to 200 feet
- Review of sidewalk connectivity within the intersection
- Field review of intersection
- Concept review of traffic and sidewalk improvements
- Design of traffic and sidewalk improvements

The intersection and sidewalk improvements are not expected to impact utility facilities with a design concept that avoids substantial utility impacts.

7. Field Review/Existing Conditions

VHB will conduct a site visit to the intersection prior to start of the field survey efforts.

7.1 VHB will obtain survey mapping from the City's oncall surveyor for the project study area and develop a base map of appropriate scale showing available features from the City. Using the mapping, VHB traffic engineers will conduct a walking review of the intersection to review the field conditions and take measurements at critical locations for understanding the limitations for sidewalk placement. The review notes will be tallied on the base mapping for in office use and recording.

VHB will also obtain the traffic count data from CTDOT and crash data from the UCONN Crash Repository Database.

VHB will also observe the average travel speeds through the intersection, approaches and restricted sight distances (if any).

7.2 VHB will prepare an Existing Conditions memorandum with supporting base mapping identifying the opportunities for sidewalk placement and constraints such as Right of Way, surface features, sight lines, and roadway geometry.



8. Concept Design Feasibility

- 8.1 Utilizing the Existing Conditions efforts from Task 1 above, VHB will prepare a Concept Design of the intersection and sidewalk layout and identify the potential construction work required to provide improved traffic operations and sidewalk improvements. For example, relocating stone walls, fences and removal of trees will be noted. Relocating utility poles to fit a sidewalk may also be noted and crossings at major side streets.
- 8.2 A construction cost opinion will be prepared to support the Concept Design Feasibility and included in the memorandum.
- 8.3 VHB will meet with the City to review the recommendations and incorporate comments.

9. Final Design (100%) Engineering Design

Upon acceptance of the concept design feasibility efforts, VHB will initiate the final design.

- 9.1 Utilizing the mapping developed in Task 1 above, VHB will develop design plans for the proposed improvements. The following plan sheets will be developed at the 100% design stage:
 - Title Sheet with General Notes and Typical Sections
 - Existing Conditions Plan (by surveyor)
 - Construction Plan (1 Sheet)
 - Miscellaneous Details (City and CTDOT)
- 9.2 Prepare an opinion of probable construction cost. The construction cost estimate will be based on unit pricing information available from CTDOT and other recently bid projects.
- 9.3 Submit 100% design documents (report, plans, special provisions, estimate) to the City of Norwalk for review.
- 9.4 Meet with the City of Norwalk to review and resolve 100% Design comments, submit the Final plans, special provisions and opinion of probable cost to the City for review.



Fee – Sidewalk Intersection Design

7. Field Review/Existing Conditions		
<i>Subtask</i>		<i>Estimated Task Price</i>
7.1	Field Review	\$4,500
7.2	<u>Existing Conditions Memorandum</u>	<u>\$1,800</u>
	Subtask Total	\$6,300
8. Concept Design Feasibility		
<i>Subtask</i>		<i>Estimated Task Price</i>
8.1	Concept Design	\$4,950
8.2	Construction Cost Opinion	\$980
8.3	<u>City Design Review Meeting</u>	<u>\$570</u>
	Subtask Total	\$6,500
9. Final Design (100%) Engineering Design		
<i>Subtask</i>		<i>Estimated Task Price</i>
9.1	Design Plans	<u>\$9,840</u>
9.2	Cost Cost Opinion	<u>\$1,500</u>
9.3	Submit 100% Package	<u>\$2,300</u>
9.4	<u>Meet and Finalize Package</u>	<u>\$1,800</u>
	Subtask Total	\$15,440
	Total (Tasks 7-9): [includes data collection]	\$28,240

Fee Summary

The following fees are provided in this proposal and summarized as follows:

Sidewalk Inventory System	\$53,905
Sidewalk/Intersection Design	\$28,240
Total Fee	\$82,145
Recurring Software Annual Fee	\$3,000 (after year 1)



Schedule

VHB anticipates an authorization of the above noted scope of work and fee by November 5, 2021. With this authorization, VHB intends to complete the necessary field work by mid-December, with final development of the sidewalk management system in early 2022.

The intersection and sidewalk improvements will be designed for Spring 2022 construction.

If you have any questions or require additional information, please contact us. We look forward to your review of our proposal and an opportunity to discuss how VHB can best assist the City of Norwalk with implementation of the City-wide sidewalk inventory system. Upon your completion of the review of the scope and fee, we will finalize the proposal and resubmit with formal terms and conditions.

Thank you again for trusting VHB with your needs. We look forward to helping the City become more walkable with this first step in the planning of future project improvements.

Sincerely,

Vanasse Hangen Brustlin, Inc.

Joseph C. Balskus, P.E., PTOE, RSP1
Director of Transportation Systems

Alan Belniak, P.E.
SAM IS Senior Product Manager

cc: Gordon Daring, VHB

Terms and Conditions



PART II STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license

may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

SAFETY. VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent



acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for



the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.
FLORIDA STATUTES SECTION
558.0035 (2013), AN INDIVIDUAL
EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR
ECONOMIC DAMAGES RESULTING
FROM NEGLIGENCE OCCURRING
WITHIN THE COURSE AND SCOPE
OF THIS AGREEMENT.**

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (the "Agreement") is entered into by and between VANASSE HANGEN BRUSTLIN, INC., a Massachusetts corporation ("Company") and Customer as of the Start Date. Company and Customer may be referred to herein individually as a "party" and collectively as the "parties."

BACKGROUND

Company offers the Customer a hosted service platform called SAM IS or Smart Asset Management and Inventory System to enable the Customer to inventory, manage, and maintain their transportation and infrastructure assets (the "Platform"), and subject to the terms, conditions and restrictions stated in this Agreement (the content is referred to in this Agreement as "Customer Content"). As used in this Agreement, the term "Service" shall include all of the services and modules made available to the Customer through the Platform, as they may be updated, modified, or changed from time to time, as well as the underlying technology and the content made available through the Platform by Company.

AGREEMENT

This Agreement, which includes the General Terms and Conditions attached as **Exhibit A** (the "General Terms"), the Statement of Fees and Term attached as **Exhibit B**, and any order forms executed by Company and Customer from time to time that refer this Agreement and are incorporated herein by this reference (an "Order"), constitute the entire, final and exclusive agreement between the parties regarding the subject matter hereof. This Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, negotiations and communications between the parties, whether written or oral, express or implied. No amendment to or modification of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties. This Agreement and the General Terms shall be incorporated into and shall apply to and govern any Order, and prevail over any conflicting terms in the Order, unless the Order expressly provides otherwise by means of a specific reference to this Agreement. In the event that any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain valid and enforceable and of full force and effect.

Neither the failure of any party to insist upon or enforce strict performance by the other party of any provision of this Agreement, nor the failure, delay or omission by any party in exercising any right with respect to any term of this Agreement, shall be construed as a waiver or relinquishment to any extent of any party's right to assert or rely upon any such provision or right in that or any other instance.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission or by email transmission of a PDF.

VANASSE HANGEN BRUSTLIN, INC.

Customer: [City of Norwalk]

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Address for Notice: _____

Address for Notice: 125 East Avenue

Norwalk, CT 06851

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. LICENSE; RESTRICTIONS; OWNERSHIP; TECHNICAL SUPPORT.

1.1 License. Subject to the Customer's payment of the Fees and the other terms and conditions of this Agreement, Company hereby provides Customer with a limited, non-exclusive, non-transferable, non-sublicenseable, and terminable license to access and use, and to have its employees ("Authorized Users") access and use, the Service solely for Customer's internal business operations during the Term. This license gives Customer permission to use the Service, at its discretion. The terms of this Agreement shall also apply to any modules or features subsequently provided by Company to Customer and/or that have been purchased by Customer that augment or enhance the Service.

Customer agrees that the use of the Platform whether by stationary or mobile means shall require Customer to possess up-to-date and appropriate licenses of any relevant GIS platforms offered through Esri Corporation. Company can advise Customer on such GIS platforms and also procure such on behalf of Customer for additional fees.

1.2 Internet-based services. Customer understands that it accesses and uses the Service over the Internet. Customer and Authorized Users remain solely responsible to obtain and maintain Internet connectivity and any computer hardware or software required for accessing and using the Service. Company and its suppliers are not responsible for compatibility problems of any computer hardware or operating system for which the Service is procured. To use the Service, it may be necessary for Customer's computer systems to send information over the Internet to Company and/or its service providers, and Customer consents to such transmission. Company may update, enhance, add to, suspend, or otherwise change the features, functionality, and user interface of the Service from time to time in its sole discretion and without notice.

1.3 Restrictions. The Service and the Software are licensed, not sold. This Agreement gives Customer only limited permissions to use the Service and related Software and intellectual property rights. Company reserves all other rights. Customer may use the Service and Software only as expressly permitted in this Agreement. In doing so, Customer must comply with any technical limitations in the Service and Software. Without limiting the foregoing, Customer agrees that it may not, and may not allow any Authorized User or third party to (a) work around any technical limitations in the Services and related software, (b) reverse engineer, decompile or disassemble the Software or any part thereof or otherwise attempt to discover any source code, modify the Software in any manner or form, or use unauthorized modified versions of the Software, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service, (c) publish the Software for others to copy, (d) rent, lease, lend, or outsource the Service or Software or make them available on a service bureau or time-share basis, or (e) reproduce, duplicate, copy, sell, trade or resell the Service or Software for any purpose.

Customer is expressly prohibited from sublicensing use of the Service to any third parties. Customer shall not take any action to interfere with the Service or any other user's use of the Service, including, without limitation, via means of overloading, "flooding", "mailbombing" or "crashing" the Service or circumvent or disable any security or other technological features or measures of the Service. Customer will take reasonable efforts to ensure that the Authorized Users comply with the terms of this Agreement. Customer will also help monitor, administer and manage the use of the Service by Authorized Users, and will be responsible for its Authorized Users' violations of the terms of this Agreement. In this Agreement, "Software" means any software on which the Service operates or which may be available to Customer through the Services, including without limitation Company's proprietary software.

1.4 Ownership. Customer agrees that Company shall own all rights, title and interest in and to all intellectual property rights in the Service, the Software, and all technology, information, know-how and documentation used in the performance of the Service, and all intellectual property rights therein and any Confidential Information of Company (collectively, the "Company Technology"). Except as provided in this Agreement, the license granted to Customer does not convey any rights in the Company Technology, express or implied, or ownership in the Company Technology or any intellectual property rights thereto. Any rights not expressly granted herein are reserved by Company. Company agrees that Customer shall own all rights, title and interest in and to all intellectual property rights in the Customer's data, content and information owned, held, used or created by or on behalf of the Customer that is stored using, or inputted into the Service or Software ("Data"). The Customer grants the Company a worldwide, non-exclusive, fully paid, transferable, irrevocable license to use, store, copy, modify, make available and communicate the Data for any purpose.

1.5 Technical Support. Company or its designee will use commercially reasonable efforts to provide technical support to Customer by telephone during Company's regular business hours, which are 8:00 AM - 5:00 PM EST Monday through Friday, except national holidays. Company will strive to respond in a timely manner and address all issues encountered, but does not guarantee or commit to any specific response time that any issues will be resolved.

Company may schedule regular maintenance releases to the Service and may also conduct emergency maintenance releases from time to time. Company may provide Customer with custom engineering related to the Software, subject to the availability of Company personnel and resources and subject to mutual written agreement, executed by both parties, on the scope of such services and applicable fees.

2. TERM; TERMINATION; SURVIVAL.

2.1 Term. The initial term of this Agreement shall be one (1) year commencing on the Start Date as set forth in Exhibit B ("Term"). Thereafter, the Term of this Agreement shall automatically renew

for successive one (1) year terms unless (a) Customer provides written notice to Company at least thirty (30) days in advance of the end of the then existing term that it does not wish to renew the term of the Agreement or (b) the Agreement is otherwise terminated in accordance with Section 2.2.

2.2 Termination. This Agreement may be terminated as follows: (a) Company may terminate this Agreement for any reason or no reason upon thirty (30) days' written notice; (b) if either party materially breaches any of the terms or conditions of this Agreement, including but not limited to the payment of any fees, then the non-breaching party may terminate this Agreement by giving written notice to the defaulting party identifying the breach; if the default is not cured within thirty (30) days (ten (10) days for non-payment of fees), then the Agreement will be terminated upon written notice; or (c) this Agreement shall terminate, without notice, (i) upon the institution by or against Customer of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Customer's debts, (ii) upon Customer's making an assignment for the benefit of creditors, or (iii) upon Customer's dissolution or cessation of business.

2.3 Survival. Immediately upon any termination of this Agreement, all licenses granted hereunder shall terminate. The provisions regarding intellectual property ownership, disclaimer of warranties, confidentiality, limitations of liability, termination, and any payment obligations shall survive the expiration or termination of this Agreement for any reason. All other rights and obligations of the parties shall cease upon termination of this Agreement.

3. FEES; PAYMENT; RECORDS.

3.1 Fees. Customer shall pay the fees as set forth in **Exhibit B** (the "Fees").

3.2 Payment. All Fees shall be payable within thirty (30) days of Customer's receipt of an invoice from Company. In the event that Customer in good faith disputes an invoice or part of an invoice, Customer shall promptly identify in writing the amounts in dispute and the reasons for the dispute, and Customer shall work in good faith with Company to resolve the dispute. Notwithstanding any such dispute, Customer shall pay all undisputed amounts within thirty (30) days of receipt of the invoice. All payments must be paid in full in United States dollars to Company at the address set forth on the Agreement or at such other address as Company notifies Customer in writing. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Company to collect any amount that is not paid when due.

4. CONFIDENTIALITY.

4.1 Confidential Information. The parties agree that during the course of performance under this Agreement, each party may disclose to the other party certain technical and/or non-technical information, which is either (i) marked confidential, restricted or proprietary by the disclosing party or (ii) is treated as confidential by disclosing party owner and would reasonably be understood to be confidential, whether or not so marked (defined below) of such disclosing party (collectively, the "Confidential Information"). Company Technology shall be deemed Confidential Information of Company. Confidential Information does not include information, technical data or know-how which (i) is in the possession of the receiving party at the time of disclosure as shown

by the receiving party's files and records immediately prior to the time of disclosure; or (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party, or (iii) is approved for release by the disclosing party, or (iv) is independently developed by the receiving party without the use of any Confidential Information of the other party.

4.2 Non-Disclosure and Non-Use of Confidential Information. Each of the parties agrees not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except as necessary in the performance of its obligations under this Agreement. Neither party will disclose the Confidential Information of the other party to third parties or to the first party's employees except employees who are required to have the information in order to carry out such parties obligations hereunder.

5. LIMITED WARRANTY; DISCLAIMERS.

Each party hereby represents and warrants to the other that (i) it has the right, power and authority to enter into this Agreement and to fully perform all its obligations hereunder; and (ii) the making of this Agreement does not violate any agreement existing between such party and any third party.

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED OR ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR TRADE USAGE. COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO WARRANTIES THAT THE OPERATION OF THE SERVICE OR ACCESS TO THE COMPANY WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE OR REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SERVICE. COMPANY MAKES NO WARRANTY ABOUT THE SUITABILITY OF THE SERVICE OR CONTENT FOR ANY PURPOSE AND DO NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. Customer agrees that Company is not responsible for any content that is obtained from parties other than Company. The Service may contain links to websites operated by other parties which are provided for convenience only; Customer agrees that Company is not responsible for the availability or content of such websites. Customer's sole and exclusive remedy, if it is dissatisfied with the Service or any terms, conditions, rules policies, guidelines or practices of Company is to discontinue using the Service. Customer acknowledges and accepts the risks related to the provision of services delivered over the Internet, including delays, bugs and lapses in service, and that delivery of content may be slow, interrupted, and subject to failures and/or crashes. This section shall survive beyond the termination of this Agreement.

6. INDEMNIFICATION.

Company shall, at its own expense, defend or at its option settle any claim brought by a third party that against Customer that alleges that the Service infringes any valid United States copyright or trade secret (a "Claim"), provided that the Customer must

provide Company with (i) prompt written notice of any Claim, (ii) control over the defense and settlement of the Claim and (iii) complete and accurate information relating to the Claim and reasonable assistance to settle and/or defend any Claim. In the event of any Claim that would prevent or limit Customer's use of the Service, Company may, in addition to its indemnification obligations herein, take one of the following actions at its sole expense: (a) procure for Customer the right to continue use of the Service; (b) modify or amend the Company Technology or infringing part thereof, or replace the Company Technology or infringing part thereof with other material having substantially the same or better capabilities, or (c) terminate this Agreement. This Section 6 states Company's entire liability and obligation, and the exclusive remedy of Customer, with respect to any actual or alleged infringement of any intellectual property right or other claim by a third party. This paragraph shall survive the expiration or termination of this Agreement.

7. LIMITATION OF LIABILITY.

NEITHER COMPANY NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SERVICE SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE (ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE) EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE ANNUAL SUBSCRIPTION FEE IT HAS RECEIVED FROM CUSTOMER IN THE IMMEDIATELY PRECEDING SIX MONTHS FROM THE DATE THAT COMPANY RECEIVES NOTICE OF THE CLAIM. THE PARTIES AGREE THAT THE PRECEDING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK, AND THAT BUT FOR THIS LIMITATION OF LIABILITY COMPANY WOULD NOT PROVIDE THE SERVICE.

9. PROHIBITED USES.

Customer agrees that it shall use the Service only for lawful purposes and in accordance with these Terms of Service. Without limiting the preceding sentence, Customer agrees not to use the Services, and not to permit or allow any Authorized User to use the Services (a) in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and

from the US or other countries), (b) for the purpose of exploiting, harming or attempting to exploit or harm minors in any way, (c) for activities that are unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, tortious, obscene, offensive, profane, or invasive of another's privacy, (d) to use the Service in any manner that could disable, overburden, damage, or impair them or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Service, (e) to use any robot, spider or other automatic device, process or means to access the Service for any purpose, including monitoring or copying any of the information or content on the Service, (f) to use any manual process to monitor or copy any of the information or content on the Service or for any other unauthorized purpose without our prior written consent, (g) to use any device, software or routine that interferes with the proper working of the Service, (h) to introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful, (i) to attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Service, the server on which the Service is hosted, or any server, computer or database connected to the Service, (j) to attack the Service via a denial-of-service attack or a distributed denial-of-service attack, or (k) to otherwise attempt to interfere with the proper working of the Service.

10. GENERAL.

10.1 Notices. Any notices required or permitted to be given hereunder shall be given in writing and shall be sent to the address set forth on the Agreement or to such other address as any party may from time to time specify in writing to the other party.

10.2 Relationship of the Parties. It is the parties' intention that Customer and Company shall be independent contractors under the Agreement. The Agreement will not be construed as a partnership or joint venture between the parties, and neither will be liable for any obligations incurred by the other party, including but not limited to any contract or agreement of employment.

10.3 Governing Law. The Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the Commonwealth of Massachusetts, U.S.A, without reference to its choice of law rules.

10.4 Assignability. This Agreement shall inure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this Agreement without written consent of the other, except to a successor of all or substantially all of the assignor's business or assets to which this Agreement relates. Any assignment in violation of this Section 10.4 is null and void.

EXHIBIT B

Statement of Fees and Term

Start Date: The Start Date of this Agreement shall be TBD and continue in accordance with Article 2 of the Agreement.

Fees: Customer shall pay \$ 1,500 on an Annual Basis upon the initial or anniversary date of the term of this Agreement.

Modules available to Customer: Sidewalk

TECHNICAL SUPPORT ADDENDUM

This Technical Support Addendum (this “Addendum”), supplements, but does not replace, the Master Subscription Agreement (the “Agreement”) between Vanasse Hangen Brustlin, Inc. (“Company”) and Customer. Any defined term used herein which is not otherwise defined shall have the meaning set forth in the Agreement.

1. TERM; TERMINATION; SURVIVAL.

1.1 Term. The initial term of this Addendum shall be one (1) year commencing on the Start Date established under the Agreement. Thereafter, this Addendum shall automatically renew for successive one (1) year terms unless (a) Customer provides written notice to Client at least thirty (30) days in advance of the then existing term that it does not wish to renew the term of the Addendum; (b) if the Addendum is otherwise terminated as set forth herein; or (c) upon termination of the Agreement.

1.2 Termination. This Addendum may be terminated as follows: (a) Company may terminate this Addendum for any reason or no reason upon thirty (30) days’ written notice; (b) if either party materially breaches any of the terms or conditions of this Addendum, including but not limited to the payment of any fees, then the non-breaching party may terminate this Addendum by giving written notice to the defaulting party identifying the breach; if the default is not cured within thirty (30) days (ten (10) days for non-payment of fees), then the Addendum will be terminated upon written notice; or (c) this Agreement shall terminate, without notice, (i) upon the institution by or against Customer of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Customer’s debts, (ii) upon Customer’s making an assignment for the benefit of creditors, or (iii) upon Customer’s dissolution or cessation of business.

1.3 Survival. Should this Addendum be terminated as set forth herein, such termination shall not affect the Agreement unless Customer also elects to terminate the Agreement or the Agreement is otherwise terminated as provided for in the Agreement.

2. SUPPORT SERVICES.

2.1 Services. Support Services are intended to resolve issues experienced by the Customer with the operation of the Platform, including technical troubleshooting, functional expertise and instruction on the configuration and use of the Platform and Services, as well as general customer service.

2.2 Exceptions.

2.2.1 Company’s responsibilities in relation to the support services described herein do not include defects caused through viruses or other outside influences, provided they were not negligently introduced by Company, or defects caused by third parties in other ways or through other circumstances outside Company’s control such as defects in equipment, accessories or software not constituting part of the licensed Software or the delivered Services.

2.2.2 Support services shall not include any questions or issues beyond the technical aspects of the Platform and Services related to a specific project. In the event Company determines that the support request is outside of the support services covered by this Addendum, Company shall provide Customer with a scope of services and applicable fee for such services, which shall be subject to authorization by the Customer and execution of a separate agreement by both parties.

2.2.3 Company may offer Customer the ability to use third-party applications in connection with the Platform and Services. Any such third-party application will be subject to acceptance by Customer or its designee. The use of a third-party application with the Platform may require Customer to enter into a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer’s use of such third-party application and Company’s support service will not extend to any third-party applications.

3. SUPPORT REQUEST AND RESPONSE TIME.

3.1 Submitting a Request. Support Services may be requested by Customer or its designee by emailing samis@vhb.com or by submitting a request through www.samisbyvhb.com, "Contact" page.

3.2 Response Time. Service response time shall be in accordance with the terms of the Agreement.

4. SUPPORT FEES. Customer shall pay \$ 1,500 on an Annual Basis upon the initial or anniversary date of the term of this Addendum. This shall equate to 10 hours of technical support service time. Customer may inquire about service hours used/remaining by emailing samis@vhb.com. Should additional service time be required, Company and Customer shall enter into an amendment to cover such additional time. Any termination of this Addendum shall not permit or entitle Customer to a refund of any monies paid hereunder.

5. GENERAL PROVISIONS. This Addendum is intended to be a master addendum for support services. Customer acknowledges that the Platform and Services are being supplied to Customer separately from this Addendum subject to the terms of the Agreement. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control but only with respect to the technical support services covered by this Addendum.

VANASSE HANGEN BRUSTLIN, INC.

Customer: [City of Norwalk]

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Address for Notice: _____

Address for Notice: 125 East Avenue
Norwalk, CT 06851

TO: Members, North Walke Housing Corp.
FROM: John Ignneri, Chairman
DATE: November 3, 2021
RE: Regular Meeting Notice

NORTH WALKE HOUSING COPORATION

**NOVEMBER 9, 2021
5:30 P.M.
REGULAR MEETING
AGENDA**

The next meeting of the Norwalk Redevelopment Agency will be held on Tuesday, November 9, 2021 at 5:30 p.m. Due to the ongoing public health situation the meeting will be held as a Zoom videoconference via the link provided below. The meeting will also be broadcast on the Norwalk Redevelopment Agency YouTube channel: https://www.youtube.com/channel/UCHMiAZt32k6BnjaKdnUalug?view_as=subscriber.

ZOOM Meeting Link: <https://zoom.us/j/2038547810?pwd=bVZjM3duS1QwRlR6QVMwT09yeDg3Zz09>

CALL TO ORDER

ROLL CALL

PUBLIC PARTICIPATION

I. ADMINISTRATION

1. APPROVAL OF MINUTES

- a. Approve Minutes of the September 21, 2021 Regular Meeting

2. FINANCIALS

- a. Approve North Walke Housing Corporation Statement of Revenues and Expenditures and Balance Sheets for all funds for quarter ending September 30, 2021.

II. BUSINESS

III. NEW BUSINESS

IV. OLD BUSINESS

ADJOURNMENT

**CITY OF NORWALK
NORTH WALKE HOUSING CORPORATION
SPECIAL MEETING
SEPTEMBER 21, 2021**

ATTENDANCE: John Igneri, Chairman; David Westmoreland; Kelly Bloom; Lisa Cooper

STAFF: Katie O'Leary; Brian Bidolli; Eugenia Lupinski

OTHER:

CALL TO ORDER

Chairman Igneri called the meeting to order at 5:30. There was a quorum present.

ROLL CALL

A roll call of those present was provided

PUBLIC PARTICIPATION

There was no Public Participation at this time.

ADMINISTRATION

1. APPROVAL OF MINUTES

APPROVE MINUTES OF THE MAY 11, 2021 REGULAR MEETING

**** CHAIRMAN IGNERI MOTIONED TO APPROVE THE MINUTES OF MAY 11, 2021 AS SUBMITTED.**

**** COMMISSIONER WESTMORELAND SECONDED THE MOTION.**

**** THE MOTION PASSED UNANIMOUSLY.**

2. FINANCIALS

**APPROVE NORTH WALKE HOUSING CORPORATION STATEMENT OF REVENUES AND EXPENDITURES
AND BALANCE SHEETS FOR ALL FUNDS FOR FISCAL YEAR ENDING JUNE 30, 2021.**

Ms. Lupinski came forward to discuss this item. For the fiscal year ending June 30, 2021 the North Walke Fund 400 had \$8,240 in revenue and \$7,568 of expenditures which resulted in a net operating surplus of \$672. The balance sheet for this fund has assets of \$419,000, liabilities of \$65,000, and net assets of \$354,000. The North Walke revolving loan Fund 450 has approximately \$3,000 of an operating surplus which was interest income from notes. This fund has \$136,000 in assets, and \$136,000 in liabilities and net assets.

**** CHAIRMAN IGNERI MOTIONED TO APPROVE THE NORTH WALKE HOUSING CORPORATION
STATEMENT OF REVENUES AND EXPENDITURES AND BALANCE SHEETS FOR ALL FUNDS FOR FISCAL
YEAR ENDING JUNE 30, 2021.**

**** COMMISSIONER WESTMORELAND SECONDED THE MOTION.**

City of Norwalk
North Walke Housing Corporation
Special Meeting
September 21, 2021

**** THE MOTION PASSED UNANIMOUSLY.**

II. BUSINESS

III. NEW BUSINESS

There was no New Business at this time.

IV. OLD BUSINESS

There was no Old Business at this time.

ADJOURNMENT

**** COMMISSIONER COOPER MOTIONED TO ADJOURN.**

**** COMMISSIONER BLOOM SECONDED THE MOTION.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 5:34 P.M.

Respectfully Submitted,
Ian A. Soltes
Telesco Secretarial Services

North Walke Housing Corporation
Explanation of Statements of Revenues & Expenditures and
Balance Sheets for All North Walke Housing Corporation Funds
Year-To-Date September 30, 2021

- North Walke Housing Corporation Operating Fund 400 Statement of Revenues and Expenditures has \$2,885 in revenue, \$305 in expenditures, and an operating surplus of \$2,580. The Balance Sheet for North Walke Housing Corporation Operating Fund 400 has total assets of \$421,277, liabilities of \$64,622 and net assets of \$356,655.

- The North Walke Housing Corporation Fund 450 Statement of Revenues and Expenditures has a \$723 net operating surplus from interest on notes. The North Walke RLF Balance Sheet has total assets of \$137,205 and liabilities and net assets of \$137,205.

Norwalk Redevelopment Agency Inc.
Statement of Revenues and Expenditures - Board Qtrly - 1st Quarter YTD Comparative
400 - NorthWalke Operating - Fund 400
From 7/1/2021 Through 9/30/2021
(In Whole Numbers)

	Year-To-Date Actual	Prior Year-To-Date Actual
REVENUES		
Other Revenues		
Interest Income - Other	35	176
Rental Income	2,850	1,800
Total Other Revenues	2,885	1,976
Total REVENUES	2,885	1,976
EXPENDITURES		
Administrative Expenses		
Miscellaneous	305	270
Total Administrative Expenses	305	270
Total EXPENDITURES	305	270
NET OPERATING SURPLUS/(DEFICIT)	2,580	1,706

Norwalk Redevelopment Agency Inc.
Balance Sheet - Board Qtrly - 1st Quarter YTD Comparative
400 - NorthWalke Operating - Fund 400
As of 9/30/2021
(In Whole Numbers)

	<u>Current Year</u>	<u>Prior Year</u>
ASSETS		
Current Assets		
Cash	280,122	278,491
Investments	<u>138,609</u>	<u>538,161</u>
Total Current Assets	418,731	816,652
Other Assets		
Due from (to) Other Funds	<u>2,546</u>	<u>3,078</u>
Total Other Assets	<u>2,546</u>	<u>3,078</u>
Total ASSETS	<u><u>421,277</u></u>	<u><u>819,730</u></u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts Payable	145	145
Other Liabilities	13,755	413,755
Notes Payable	<u>50,722</u>	<u>50,722</u>
Total Liabilities	64,622	464,622
Net Assets		
Beginning Fund Balances	354,074	353,402
YTD Activities	<u>2,580</u>	<u>1,706</u>
Total Net Assets	<u>356,655</u>	<u>355,108</u>
Total LIABILITIES AND NET ASSETS	<u><u>421,277</u></u>	<u><u>819,730</u></u>

Norwalk Redevelopment Agency Inc.
Statement of Revenues and Expenditures - Board Qtrly - 1st Quarter YTD Comparative
450 - North Walke RLF - Fund 450
From 7/1/2021 Through 9/30/2021
(In Whole Numbers)

	Year-To-Date Actual	Prior Year-To-Date Actual
REVENUES		
Other Revenues		
Interest Income from Notes	766	815
Interest Income - Other	1	2
Total Other Revenues	767	817
Total REVENUES	767	817
EXPENDITURES		
Administrative Expenses		
Miscellaneous	44	53
Total Administrative Expenses	44	53
Total EXPENDITURES	44	53
NET OPERATING SURPLUS/(DEFICIT)	723	765

Norwalk Redevelopment Agency Inc.
 Balance Sheet - Board Qtrly - 1st Quarter YTD Comparative
 450 - North Walke RLF - Fund 450
 As of 9/30/2021
 (In Whole Numbers)

	Current Year	Prior Year
ASSETS		
Current Assets		
Cash	17,944	15,918
Investments	15,898	15,892
Total Current Assets	33,842	31,810
Other Assets		
Due from (to) Other Funds	2,405	4,810
Loans Receivable	100,958	107,615
Total Other Assets	103,363	112,425
Total ASSETS	137,205	144,236
LIABILITIES AND NET ASSETS		
Liabilities		
Other Liabilities	108,665	118,665
Total Liabilities	108,665	118,665
Net Assets		
Beginning Fund Balances	27,817	24,806
YTD Activities	723	765
Total Net Assets	28,541	25,571
Total LIABILITIES AND NET ASSETS	137,205	144,236

Norwalk Redevelopment Agency Inc.
Statement of Revenues and Expenditures - Board Qtrly - 1st Qtr All North Walke Combined
From 7/1/2021 Through 9/30/2021
(In Whole Numbers)

	North Walke Operating - Fund 400	North Walke RLF - Fund 450	Total
REVENUES			
Other Revenues	0	766	766
Interest Income from Notes	35	1	36
Interest Income - Other	2,850	0	2,850
Rental Income	2,885	767	3,652
Total Other Revenues	2,885	767	3,652
Total REVENUES	2,885	767	3,652
EXPENDITURES			
Administrative Expenses	305	44	348
Miscellaneous	305	44	348
Total Administrative Expenses	305	44	348
Total EXPENDITURES	305	44	348
NET OPERATING SURPLUS/(DEFICIT)	2,580	723	3,304

Norwalk Redevelopment Agency Inc.
 Balance Sheet - Board Qtrly - 1st Qtr All North Walke Combined
 As of 9/30/2021
 (In Whole Numbers)

	NorthWalke Operating - Fund 400	North Walke RLF - Fund 450	Total
ASSETS			
Current Assets			
Cash	280,122	17,944	298,066
Investments	138,609	15,898	154,507
Accounts Receivable	0	0	0
Total Current Assets	418,731	33,842	452,573
Other Assets			
Due from (to) Other Funds	2,546	2,405	4,951
Property & Equipment	0	0	0
Loans Receivable	0	100,958	100,958
Less: Bad Debt Reserve	0	0	0
Other Assets	0	0	0
Total Other Assets	2,546	103,363	105,908
Total ASSETS	421,277	137,205	558,482
LIABILITIES AND NET ASSETS			
Liabilities			
Accounts Payable	145	0	145
Other Liabilities	13,755	108,665	122,420
Notes Payable	50,722	0	50,722
Total Liabilities	64,622	108,665	173,286
Net Assets			
Beginning Fund Balances	354,074	27,817	381,892
YTD Activities	2,580	723	3,304
Total Net Assets	356,655	28,541	385,196
Total LIABILITIES AND NET ASSETS	421,277	137,205	558,482