

**ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS**

To allow public access, anyone may access a meeting by telephone and/or Zoom, or a recording in the City of Norwalk YouTube channel. Specific instructions and links can be found at [norwalkct.gov/meetings](https://norwalkct.gov/meetings).



Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial \*9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide "live comments" may also use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Marsha Elbourne at [melbourne@norwalkct.gov](mailto:melbourne@norwalkct.gov) with the subject line "Public Comment" to provide written public comment prior to the meeting.

**I. ROLL CALL**

**II. ACCEPTANCE OF MINUTES**

**A. Regular Meeting: January 13, 2026**

**III. PUBLIC PARTICIPATION**

**IV. MAYOR**

**A. RESIGNATIONS AND APPOINTMENTS**

**1. RESIGNATIONS**

**a. Don Overton, Board of Assessment Appeals**

**2. REAPPOINTMENTS**

**a. Tamsen (Tammy) Langalis, Planning and Zoning Commission, Regular**

**b. Diana Lenkowsky, Planning and Zoning Commission, Alternate**

**B. MAYOR'S REMARKS**

**V. COUNCIL PRESIDENT**

**A. CONSENT CALENDAR**

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

**A. CORPORATION COUNSEL**

**VII. CITY COUNCIL COMMITTEES**

**A. FINANCE AND CLAIMS COMMITTEE**

1. Narrative on Tax Collections dated January 2026
2. Monthly Tax Collector's Reports dated December 2025
3. Approve Claims Committee Report dated January 2026
4. RESOLUTION: Authorize a Special Appropriation for Transportation, Mobility, & Parking department in the amount of \$500,000.00 for the Sono Roundabout project from the Municipal Grant-in-Aid Funding account 580000-5796-AID07.
5. Authorize the purchasing agent to issue a purchase order to GovConnection, Inc, in an amount not to exceed \$112,733.13 for Microsoft Office 365 Licenses Renewal. Account Allocation: 011370-574C
6. Authorize the Mayor, Barbara C. Smyth, to execute a five (5) year agreement with Charles B. Feldman & Associates, LLC for project 4477 Personal Property Audits for a total not to exceed \$165,000 for the 5 year period.Funding Available from Account # 11320-5253

**B. RECREATION, PARKS AND CULTURAL AFFAIRS**

1. Authorize the Mayor, Barbara C. Smyth, to execute a second amendment to the 6/22/2021 agreement between the City of Norwalk and Kimley-Horn and Associates Inc. for assisting with the completion and submission of the 2027 Accreditation Rules to the National Recreation Park Association's (NRPA)Commission for Accreditation, in an amount not to exceed \$170,680, from account #400000 2652
2. Authorize the Mayor, Barbara C. Smyth, to enter into an agreement for the use of Calf Pasture Beach and Veteran's Park and the immediate surrounding grounds by the International Student Aid Association for their Walk-a-Thon to be held on Saturday, April 25th, 2026, from 9:00 A.M. to 1:00 P.M. Set-up at 7:00 A.M. with tear-down by 2:45 P.M. Approximately 70 people.
3. Authorize the Mayor, Barbara C. Smyth, to enter into an agreement for the use of Silvermine Elementary School and immediate surrounding grounds by Club

Connecticut for their Boston Buildup 10k to be held on Sunday, March 1<sup>nd</sup>, 2026, from 8:00 A.M. to 11:00 A.M. Approximately 150 people.

4. Authorize the Mayor, Barbara C. Smyth, to enter into an agreement for the use of Calf Pasture and immediate surrounding grounds by Pet Animal Welfare Society (PAWS) for their Run with PAWS 5k to be held on Sunday, March 22<sup>nd</sup>, 2026, from 9:00 A.M. to 11:30 A.M. Set-up at 7:30 A.M. with tear-down by 1:30 P.M. Approximately 200 people.
5. Authorize the Mayor, Barbara C. Smyth, to enter into an agreement for the use of Taylor Farm and immediate surrounding grounds by Greenwich Kennel Club for their AKC Dog Show to be held on Friday June 5<sup>th</sup> and Saturday June 6<sup>th</sup>, 2026, from 7:00 A.M. to 4:00 P.M. Set-up on June 3<sup>rd</sup> and June 4<sup>th</sup> from 7:00 A.M. to 10:00 P.M. Approximately 500 people.
6. Authorize the Mayor, Barbara C. Smyth, to enter into an agreement for the use of Taylor Farm and immediate surrounding grounds by Longshore Southport Kennel Club Dog Show for their AKC Dog Show to be held on Sunday, June 7<sup>th</sup>, 2026, from 7:00 A.M. to 7:00 P.M. and Monday, June 8<sup>th</sup>, 2026, from 7:00 A.M. to 5:00 P.M. Tear-down by 12:00 P.M. Tuesday, June 9<sup>th</sup>. Approximately 250 people.
7. Authorize the Mayor, Barbara C. Smyth, to enter into an agreement for the use of Veteran's Park and immediate surrounding grounds by Norwalk Police and Fire Emerald Society for their St. Patrick's Day Parade to be held on Saturday, March 14<sup>th</sup>, 2026, from 12:00 P.M. to 2:00 P.M. Set-up at 10:30 A.M. with tear-down by 2:00 P.M. Approximately 100 people.
8. Authorize the Mayor, Barbara C. Smyth, to enter into an agreement for the use of Veteran's Park and immediate surrounding grounds by JS Endurance for their Garavel Sono Half Marathon, 5k and Kids Fun Run to be held Sunday, October 4<sup>th</sup>, 2026, from 8:30 A.M. to 12:00 P.M. Set-up on 8:30 A.M. Saturday, October 3<sup>rd</sup> with tear-down by 3:00 P.M. Sunday, October 5<sup>th</sup>. Approximately 1,200 people.
9. (Technical Correction) Authorize the Mayor, Barbara C. Smyth , to enter into a contract with Greenway Property Services, for grant project #4463R, Norwalk Urban Trails Projects, in an amount not to exceed \$724,828.50, from accounts 0924 6030 5799 C0846, 0926 6030 5777 C0588, and 0925 6030 5777 C0588, add account 09246030 5777 C0684.
10. Authorize the Mayor, Barbara C. Smyth, to execute an Agreement with Oman's Garden Center for City Purchasing Department Project 4417 TP2025-1 Supply, Planting and Tree Pit Construction for Trees and Shrubs at Various Locations, for an amount not to exceed \$455,000.00 from account # 380000 5790 G0058

**C. COMMUNITY SERVICES**

1. Authorize the Mayor, Barbara C. Smyth, to execute agreements and amendments with CT State Community College – Norwalk for Health Department staff and volunteers to use space on CT State Norwalk campus for the Know Your Numbers health screening program on various dates between February 1, 2026 and December 31, 2026.
2. Authorize the Mayor, Barbara C. Smyth, to execute agreements and amendments with POC Network Technologies LLC d.b.a. TransactRx to provide billing services on behalf of the Norwalk Health Department beginning on the date of signing of the agreement and continuing for a duration of one year after which the agreement will renew automatically.

**VIII. RESOLUTIONS FROM CITY COUNCIL**

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

**X. SUSPENSION OF RULES**

**XI. ADJOURNMENT**

**REAPPOINTMENTS**

**PLANNING AND ZONING  
COMMISSION**

**M/C**

**Norwalk Code 79**

**TAMSEN (TAMMY) LANGALIS (R)**  
11 Indian Spring Road  
Norwalk, CT 06853

Term Expires - 01/01/2029  
Regular  
District E

**DIANA LENKOWSKY (D)**  
31 Cannon Street  
Norwalk, CT 06851

Term Expires - 01/01/2029  
Alternate  
District A

<b>Council at Large:</b>	Mr. Joshua Goldstein Mr. Johan Lopez Ms. Nicole Ayers	Jesse Buccolo <i>Colin Hosten</i>
<b>District A:</b>	Mr. Jalin Sead	Mr. Broderick Sawyer
<b>District B:</b>	Mr. Dajuan Wiggins	Ms. Darlene Young
<b>District C:</b>	Ms. Nicolé Eaddy	Ms. Anne Wennerstrand
<b>District D:</b>	Jan Degenshein	Richard Dellinger
<b>District E:</b>	Mr. James Frayer	Brian Bailey

Mayor Smyth called the meeting to order at 7:30 p.m. and led those present in the Pledge of Allegiance, followed by a moment of silence in honor of former council member Ernie Dumas.

### **I. ROLL CALL**

Ms. Elbourne (City Clerk), called the roll call and a quorum was confirmed.

### **II. ACCEPTANCE OF MINUTES**

#### **A. Regular Meeting: December 9, 2025**

There were no changes, deletions, or omissions to the minutes as presented.

**\*\*MR. FRAYER MOVED TO APPROVE THE MINUTES OF THE REGULAR MEETING OF DECEMBER 9, 2025.**

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

#### **B. Special Meeting: January 5, 2026**

There were no changes, deletions, or omissions to the minutes as presented.

**\*\*MR. SEAD MOVED TO APPROVE THE MINUTES OF THE SPECIAL MEETING OF JANUARY 5, 2026.**

**\*\*THE MOTION PASSED WITH ONE ABSTENTION (MS. AYERS).**

### **III. PUBLIC PARTICIPATION**

Mr. Levin addressed the Council. He expressed concern over the reappointment of all four Police Commission members without considering new candidates. He stated that the prior Commission had not fulfilled its charter duties regarding management, control, and supervision of the Police Department, citing issues such as failure to review the police union contract, avoidance of in-person meetings or convenient times, lack of best practices review, and limits on public input during meetings. He highlighted Norwalk's unique police overtime and salary patterns compared to similar Connecticut cities and requested that the four Police Commission reappointments be tabled for further evaluation.

No other public speakers signed up in person or online. Mayor Smyth closed public participation.

**IV. MAYOR**

**A. RESIGNATIONS AND APPOINTMENTS**

**1. APPOINTMENTS**

**a. Joseph Andrasko, Board of Estimate and Taxation**

Mr. Frayer and Mr. Dellinger spoke in support, noting Mr. Andrasko's effective financial leadership on the Oak Hills Park Authority, including stabilizing finances, eliminating annual borrowing, building a surplus, and implementing sound practices. Mayor Smyth commended his principled advocacy before the BET in past years.

**\*\*MR. FRAYER MOVED TO APPROVE THE APPOINTMENT OF JOSEPH ANDRASKO TO THE BOARD OF ESTIMATE AND TAXATION.**

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

**b. Jon Wilkins Jr., Harbor Management Commission**

Mr. Bailey spoke in support, emphasizing Mr. Wilkins' marina operations experience as dock master at Norwalk Cove Marina, his positive standing with current Harbor Commission members, and his community involvement including Norwalk High School lacrosse coaching.

**\*\*MR. BAILEY MOVED TO APPROVE THE APPOINTMENT OF JON WILKINS JR. TO THE HARBOR MANAGEMENT COMMISSION.**

**\*\*THE MOTION PASSED WITH MR. FRAYER OPPOSED.**

**2. REAPPOINTMENTS**

**a. Kathy Olsen, Zoning Board of Appeals**

**\*\*MS. WENNERSTRAND MOVED TO APPROVE THE REAPPOINTMENT OF KATHY OLSEN TO THE ZONING BOARD OF APPEALS.**

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

Ms. Wennerstrand spoke in support, citing Ms. Olsen's two years of service, financial expertise, long residency, and volunteer work including trustee and executive committee roles at Lockwood-Matthews Mansion. Mayor Smyth endorsed her continued public service.

**b. Oscar Destruge, Howard Dixon, Steve Ferguson, and Ita Paskind, Fire Commission**

Mr. Sead spoke in support, highlighting their combined expertise in public safety, military/aviation safety, financial/risk management, and community/faith leadership, along with the benefits of continuity.

**\*\*MR. SEAD MOVED TO APPROVE THE REAPPOINTMENTS OF OSCAR DESTRUGE, HOWARD DIXON, STEVE FERGUSON, AND ITA PASKIND TO THE FIRE COMMISSION.**

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

**c. Fran Collier-Clemons, Tony Lopez, Ronald Paladino, and Nathan Sumpter, Police Commission**

Ms. Eaddy spoke in support, stating she had reviewed public comment and questioned each nominee individually, then provided a brief overview of their qualifications and service.

Mr. Goldstein, Mr. Dellinger, and Mayor Smyth spoke in support of Nathan Sumpter.

**\*\*MS. EADDY MOVED TO APPROVE THE REAPPOINTMENTS OF FRAN COLLIER-CLEMONS, TONY LOPEZ, RONALD PALADINO, AND NATHAN SUMPTER TO THE POLICE COMMISSION.**

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

**d. Frank Ehrlich, Kenneth Lalime, and Anthony Santella, Board of Health**

Mr. Dellinger spoke briefly in support.

**\*\*MR. DELLINGER MOVED TO APPROVE THE REAPPOINTMENTS OF FRANK EHRlich, KENNETH LALIME, AND ANTHONY SANTELLA TO THE BOARD OF HEALTH.**

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

**e. Kendrick Constant and Troy Jellerette, Board of Estimate and Taxation**

Mayor Smyth called for a motion on the reappointment of Kendrick Constant and Troy Jellerette to the Board of Estimate and Taxation.

**\*\*MR. FRAYER MOVED TO APPROVE THE REAPPOINTMENTS OF KENDRICK CONSTANT AND TROY JELLERETTE TO THE BOARD OF ESTIMATE AND TAXATION.**

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

Mr. Frayer spoke in support. He noted that Mr. Constant has served on the BET since 2023 and brings strong expertise from his role at RSM, a financial consulting firm in Stamford, where he evaluates internal controls, operational efficiencies, waste reduction, and elimination of non-value-added tasks. Mr. Frayer described Mr. Constant as a quiet but attentive listener who asks thoughtful questions behind the scenes and helps build consensus, making him a valuable continuing asset to the BET.

For Mr. Jellerette, Mr. Frayer stated he has known him for about seven years, having joined the BET together. He highlighted Mr. Jellerette's approximately 40 years of banking experience, particularly in credit risk assessment, which is essential for evaluating the budget's impact on the city's borrowing capacity and maintaining its AAA bond rating.

**f. Matt Pentz, Conservation Commission, Regular**

Mayor Smyth called for a motion on the reappointment of Matt Pentz to the Conservation Commission, Regular term.

Mr. Goldstein spoke in support. He noted that Mr. Pentz has served on the Conservation Commission since 2020. Mr. Goldstein's primary experience with Mr. Pentz is through his role as CEO of Norwalk Transit since 2018. He described Mr. Pentz as extraordinarily thoughtful, dedicated, smart, and an excellent communicator who has advanced Norwalk Transit's progress significantly in a short time. He highlighted Mr. Pentz as a consensus builder who gets things done effectively and adds value to any board or commission he serves on. Mr. Goldstein enthusiastically supported his friend's reappointment.

Ms. Eaddy spoke in support. She stated that Mr. Pentz is great and shared that he was very helpful when she and Ann requested assistance for a bus tour of East Norwalk. Mr. Pentz rode on the bus with them, and they had a great time. Ms. Eaddy appreciated his responsiveness, willingness to reach out and guide when help is needed, and expressed gratitude for his support.

**\*\*MR. GOLDSTEIN MOVED TO APPROVE THE REAPPOINTMENT OF  
MATT PENTZ TO THE CONSERVATION COMMISSION.**

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

**B. MAYOR'S REMARKS**

Mayor Smyth opened her remarks by referencing the moment of silence held earlier for Ernie Dumas, describing him as a great public servant and friend who was deeply committed to the community, particularly South Norwalk. She highlighted his advocacy, his organization of Christmas events and Thanksgiving meals to ensure families had food, and his efforts to give voice to those without one. Mayor Smyth noted her personal closeness to Mr. Dumas over the years, including sitting beside him during council meetings and visiting him in assisted living and the hospital in his final days. She stated that he made a significant impact on the city and that his passing is a great loss.

Mayor Smyth then opened the floor for any council members who wished to share comments about Mr. Dumas.

Mr. Sead spoke, describing Mr. Dumas as someone special who selflessly hosted community Thanksgiving meals using his family's own dinner rather than eating at home, reflecting the Dumas family's generosity. He praised Mr. Dumas's advocacy for South Norwalk, including fighting environmental injustice and issues during Washington Village reconstruction, often standing up even when it was unpopular. Mr. Sead noted that even critics would attend the Thanksgiving dinners because of Mr. Dumas's character. Personally, he said Mr. Dumas reminded him to keep God first and stay community-minded, even praying for the city, friends,

and the mayor toward the end. Mr. Sead called him selfless, unafraid to fight injustice, yet always there to help the community.

Ms. Ayers spoke, echoing Mr. Sead's comments. She shared that she met Mr. Dumas at age 23 while working at NEON, where he encouraged her community involvement. She recounted humorous personal anecdotes of Mr. Dumas repeatedly telling her "you're not doing enough" despite her efforts, which her mother advised her to take seriously. Ms. Ayers emphasized the partnership between Mr. Dumas and Ms. Martha Dumas, describing them as an intentional couple and family dedicated to showing up for others even when others did not reciprocate. She called the Dumas family legends in Norwalk, owing a debt of gratitude for their food, toys, positive words, and encouragement across all stations in life.

Ms. Young spoke, noting that working with the Dumas family for over 30 years made this difficult. She described Mr. Dumas as a soldier and fighter for the community who woke up every day to do that work, with Ms. Martha steadfastly by his side. Ms. Young said the Thanksgivings and Christmases were her own family holidays, to the point her parents were upset for years. She recounted collaborating on turkeys, Christmas cleanups, home repairs, Washington Village fights, the first carnival in South Park, the National Rideout, and involvement with WeeBC and Clean and Green. Ms. Young stated they truly cared about people and spoke into lives whenever possible. She expressed hope to honor them by naming the community room (or gym) in the South Norwalk Community Center after Mr. Dumas, as he had approved the community room during a hospital visit. Ms. Young said there is more to do to recognize their contributions, that she will forever miss him, and emphasized supporting Ms. Martha Dumas through this time. She called him a good man.

Mayor Smyth then moved on to other remarks. She noted that this was the first regular meeting of the City Council with newly elected leadership and committee assignments. She congratulated the council leadership and all members for their willingness to serve in these roles and expressed looking forward to working together.

Mayor Smyth provided updates on Martin Luther King Jr. Day observances. City Hall will be closed on Monday, January 19th, in observance of the holiday, described as a day on for reflection on Dr. King's leadership and the civil rights movement's ongoing impact. Several events were announced:

Sunday, January 18th at 3:00 p.m.: Ecumenical worship service at Grace Baptist Church.

Monday, January 19th at 8:00 a.m.: Community breakfast at Grace Baptist Church (tickets required; information on city's website and social media).

Monday, January 19th at 11:00 a.m.: Norwalk High School annual Martin Luther King Jr. Day celebration.

Monday, January 19th at 5:00 p.m.: Citywide program at City Hall concert hall with guest speakers and music.

Finally, Mayor Smyth issued a winter safety reminder, urging residents to clear sidewalks after snowfalls for pedestrian safety, especially children traveling to and from school.

## **V. COUNCIL PRESIDENT**

### **A. GENERAL COUNCIL BUSINESS**

#### **1. Announcement of City Council Committees**

Mayor Smyth turned the floor over to Council President Goldstein for the announcement of City Council committees.

Council President Goldstein thanked everyone for their willingness to stand up and lead. He expressed that he is really excited with the committee assignments, which are now public and posted on the city website.

Council President Goldstein specifically thanked the new committee chairs: Ms. Wennerstrand, who will chair the Public Works Committee. Ms. Eaddy, who will chair the Public Safety General Government Committee in addition to the Ad Hoc Housing Committee; and Mr. Hosten, who will chair the Land Use and Building Management Committee.

He also acknowledged several council members who are staying on as chairs and continuing to do incredible work for the city, including Ms. Ayers, Mr. Sead, Ms. Young, and Mr. Lopez.

Council President Goldstein noted that there are new vice chairs this year who will help move the committees forward, specifically mentioning Ms. Ayers and Mr. Frayer. He stated that there are 15 leaders sitting on the dais along with the mayor, and they are ready to get to work.

### **B. RESIGNATIONS AND APPOINTMENTS**

No additional resignations or appointments were addressed under this section.

### **C. CONSENT CALENDAR**

The consent calendar was read by Ms. Ayers as noted below.

## **VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS**

### **A. CORPORATION COUNSEL**

**1. Executive Session - Authorization to Settle Claim: Sheldon Rawson v. Jake Colletto & City of Norwalk, FST-CV-24-6067011-S**

## **VII. CITY COUNCIL COMMITTEES**

### **A. FINANCE AND CLAIMS COMMITTEE**

**1. Narrative on Tax Collections dated December 2025**

**2. Monthly Tax Collector's Reports dated November 2025**

**3. Approve Claims Committee Report dated December 2025**

**4. Authorize the Purchasing Agent to issue a purchase order to Streamline Software, Inc. for a three-year agreement for Subscription Pro Plan in an amount not to exceed \$13,440 annually. Account # 011370-5742**

**5. Approve ARPA transfer request from 133710-5796-AEC04 PROJECT MANAGER in the amount of \$156,506.66 to the following ARPA accounts: 130100-5796-AMD01 MAYOR INITIATIVE ARPA \$103,451.34; 133710-5796-AEC16 EVENT IMPLEMENTATION PROGRAM \$40,526.42; and 134010-5796-ARP04 PARKS AND RECR ARPA PROJECTS \$12,528.90.**

**B. ECONOMIC AND COMMUNITY DEVELOPMENT**

**3. Authorize the Mayor, Barbara C. Smyth, to execute an agreement with Safety Marking LLC for Project TMP2026-1 Pavement Markings, Symbols and Legends at Various Locations for an amount not to exceed \$271,829.00. Pending committee approval on January 12, 2026. ACCT(S): 0926-3750-5777-C0562; 0925-3750-5777-C0562; 0926-3750-5777-C0562; 0926-3750-5777-C0824**

**6. Authorize the Mayor, Barbara C. Smyth, to execute any and all agreements and other documents necessary to transfer ownership of the "SONO" signage currently located under Railroad Bridge in South Norwalk, and a license agreement with the State of Connecticut, Department of Transportation for the right to continue to maintain the sign at said location. Pending committee approval on January 12, 2026.**

**\*\*COUNCIL PRESIDENT GOLDSTEIN MOVED TO APPROVE THE  
CONSENT CALENDAR AS READ INTO THE RECORD BY MS. AYERS.**

**\*\*THE MOTION WAS APPROVED UNANIMOUSLY.**

**B. ECONOMIC AND COMMUNITY DEVELOPMENT**

**1. Authorize the Mayor, Barbara C. Smyth, to execute an agreement between the city and B&W Paving & Landscaping LLC for a sum not to exceed \$437,110.00 for project 4481 TMP2025-5 Pedestrian Access Enhancements on Dr. Martin Luther King Jr. Drive at Hamilton Ave. Pending committee approval on January 12, 2026. ACCT: 520000-5796-MLK01**

**2. Authorize the Director of Transportation, Mobility, and Parking to execute orders on the contract between the city of Norwalk and B&W Paving & Landscaping LLC, for project TMP2025-5 Pedestrian Access Enhancements on Dr. Martin Luther King Jr. Drive at Hamilton Ave for a sum not to exceed \$43,711.00. Pending committee approval on January 12, 2026. ACCT: 520000-5796-MLK01**

Council President Goldstein moved items 1 and 2 together as they are related. He noted for the record that although the agenda indicated these items were pending committee approval on January 12, 2026, they were approved by the Economic and Community Development Committee on that date.

Council President Goldstein spoke briefly in support, stating that this is a construction project as part of the MLK Corridor Initiative involving rehabilitation and construction of the staircase on Martin Luther King Jr. Drive at Hamilton Avenue in South Norwalk, across from Bates Court and the parking deck. He described the staircase as one in need of work and introduced Jim Travers, Director of Transportation, Mobility, and Parking, to provide additional details.

Mr. Travers thanked Council President Goldstein and expressed excitement about the project, which originated from concerns raised by the MLK committee and is funded through a grant for corridor improvements. He explained that the city had bid the project multiple times without successful responses and refined the plans to make it constructible. The work will relocate the staircase slightly farther from the road to meet current standards, create a larger plaza area for safer pedestrian waiting and crossing, add lighting from ground level to the top of the staircase, and improve sidewalk connections at the top near Hamilton Avenue. Upon completion of the city's portion, the project will be turned over to Economic and Community Development for potential artistic enhancements similar to the painted staircase at Clay Street. Mr. Travers stated the city is eager to start construction and complete the project by the end of the year. He offered to answer questions.

Ms. Young spoke in support, emphasizing that the project is part of the MLK Corridor Initiative for which Norwalk was recognized along with two other municipalities in the state. She noted that Norwalk has the largest corridor and that this effort aims to revitalize communities divested from for decades. Ms. Young expressed excitement about the ongoing progress since 2018-2019, thanked Mr. Travers and the team, and stressed the importance of keeping the initiative visible so residents know work is being done.

Mayor Smyth asked if there were any other comments or questions. Seeing none, she called for the vote.

**\*\*COUNCIL PRESIDENT GOLDSTEIN MOVED TO APPROVE ITEMS 1 AND  
2.  
\*\*THE MOTION PASSED UNANIMOUSLY.**

**4. Authorize the Mayor, Barbara C. Smyth, to execute an Agreement between the City of Norwalk and A. Vitti Excavators, LLC for Project TMP 2025-6 South Main Street Rail Spur and Berm Removal, for an amount not to exceed \$849,497.00. Pending committee approval on January 12, 2026. ACCT: 0924-3750-5777-C0835**

**5. Authorize the Director of Transportation, Mobility, and Parking to execute orders on the contract between the City of Norwalk and A. Vitti Excavators, LLC for Project TMP 2025-6 South Main Street Rail Spur and Berm Removal, for a sum not to exceed \$84,949.70. ACCT: 0924-3750-5777-C0835**

Council President Goldstein moved items 4 and 5 together as they are linked. He noted for the record that although the agenda indicated these items were pending committee approval on January 12, 2026, they were approved by the Economic and Community Development Committee on that date.

Council President Goldstein spoke in support, stating that these items concern the roundabout planned just outside the new Ruby Shaw Elementary School (formerly known as South Norwalk Elementary School, with a name change forthcoming). He described the intersection as a long-standing difficult and dangerous location and noted that the roundabout has been discussed for many years. He highlighted that the new school has spurred numerous improvements in the area, with this project as a crucial first step involving removal of the rail spur and berm. He referenced an excellent memo in the backup materials from Benjamin Jung providing a thorough description of this phase, as well as Mr. Jung's presentation the previous night. Council President Goldstein added that the overall project is expected to start in spring and hopefully be completed by the start of the next school year, with timing carefully planned to avoid disruption during the school year. He then introduced Jim Travers, Director of Transportation, Mobility, and Parking, to provide further details.

Mr. Travers thanked Council President Goldstein and explained that the project originated from community conversations about the new Sono School location, which offered many positives but raised resident concerns about the intersection. These concerns were echoed by school transportation officials. He noted the challenging sightlines due to the concrete wall and increased traffic from more children and vehicles. After reviewing multiple design options, the city determined a roundabout was the best solution for the offset intersections. To address immediate safety issues while finalizing the full design, the project is divided into two phases: Phase 1 removes the concrete wall and berm to improve sightlines and prepare the site for Phase 2 (the roundabout). This phasing minimizes disruption during the school year by scheduling major work during summer break when the school is closed. Mr. Travers mentioned ongoing weekly coordination with DPW on a concurrent drainage project in the area to ensure a cohesive outcome. He described this as Norwalk's first true modern roundabout, supported by safety data showing benefits for pedestrians, cyclists, motorists, traffic flow, and emissions reduction. He expressed excitement about the phased approach making the project easier on the school and community despite its scale, and offered to answer questions.

Ms. Young spoke in support, noting that the location is in her district and has been dangerous for a very long time in South Norwalk. She expressed pleasure that the project will create a much safer experience for drivers and especially for parents walking children to school, aligning with safe routes to school goals and the purpose of locating the school there to enable walking. She acknowledged her initial concern about potential disruption during school time but was reassured

by the timing plan to minimize impacts. Ms. Young thanked Mr. Travers and looked forward to the change.

Mr. Travers responded and announced a community meeting on February 2nd at 5:30 p.m. at the Sono School to discuss Phase 1 work and the roundabout design, seeking public comment. He emphasized the meeting's importance as the city's first roundabout and noted coordination with the principal to distribute information via students. He encouraged marking calendars and stated more details would follow.

Ms. Young requested that Mr. Travers send the meeting information to all council members. Mr. Travers confirmed the flyer is being finalized and will be distributed to everyone, including council members.

Mr. Buccolo spoke in support, echoing Ms. Young. He stated that he frequently uses the intersection and the concrete wall creates a complete blind spot, preventing visibility of all four directions. He expressed excitement about the plan and the modern roundabout.

Mayor Smyth acknowledged the partnerships required, crediting Mr. Travers for bringing the roundabout idea forward, long-standing recognition of the problem, collaboration with the state for funding, addressing drainage issues, and interdepartmental city efforts—all focused on community and child safety.

Mr. Travers agreed, adding that the intersection is challenging due to geometry and because part of it is a state road requiring additional coordination. He praised the state's support and Senator Duff's assistance in securing funding, describing it as a combination of city capital dollars, state funds, and community investment sources. He noted it will be challenging but worthwhile.

Mr. Sead spoke in support, commending the Transportation, Mobility, and Parking team and expressing excitement about the project due to its necessity and the team's strong track record, citing successful fixes on Golden Hill at Stewart and Steven Streets and the award-winning traffic plan avoiding issues at Wegmans and Target. He highlighted their outreach on Wall Street and thanked the team profusely, stating he will continue to thank them whenever possible.

Ms. Wennerstrand spoke in support, jumping on the bandwagon for Mr. Travers. She recounted several instances where she contacted him for East Norwalk needs, including a yield sign after a tree fell (cones placed quickly), issues on Seaview Avenue (radar speed device deployed), and Van Z Street. She publicly thanked him for responding promptly and helpfully to her calls.

Mayor Smyth asked if there were any other comments. Seeing none, she called for the vote.

**\*\*COUNCIL PRESIDENT GOLDSTEIN MOVED TO APPROVE ITEMS 4 AND 5 TOGETHER.**

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

**VIII. RESOLUTIONS FROM CITY COUNCIL**

No resolutions were presented or discussed.

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

No postponed motions were addressed.

**X. SUSPENSION OF RULES**

No suspension of rules was requested or discussed.

**XI. ADJOURNMENT**

**\*\*MS. YOUNG MOTIONED TO ADJOURN.  
\*\*THE MOTION PASSED UNANIMOUSLY.**

The Meeting adjourned at approximately 8:30 PM.

**Respectfully Submitted,  
Courtney Baldwin,  
Recording Secretary**

# R

Tamsen (Tammy) C. Langalis  
11 Indian Spring Rd.  
Norwalk, CT 06853  
[Tammy.Langalis@Raveis.com](mailto:Tammy.Langalis@Raveis.com)  
203-644-2393

## **Employment:**

William Raveis Real Estate, Norwalk/Rowayton, CT; Realtor 2007- present

Coldwell Banker Residential Real Estate, Norwalk, CT; Realtor 2003-2007

Liz Claiborne and Evan-Picone Sportswear, New York, NY; Sales 1984-1994

## **Community Involvement:**

Sixth Taxing District, City of Norwalk; Commissioner and Chair; 2007- present

Planning Commission, City of Norwalk: 2017 - present

Board of Assessor Appeals, City of Norwalk; volunteer 2008-2011

United Church of Rowayton, Norwalk, CT; Nominating Committee 2020 – present; Deacon 2016-2019,  
Board of Christian Outreach 2014-2018, Board of Christian Education 2002-2006, member 1997-present

Rowayton Civic Association; Board Member and volunteer 2000-2005

Norwalk Land Trust; Member and volunteer 2006-present

Rowayton Gardeners; Member 1998-present

## **Professional Associations:**

Consolidated Multiple Listing Service, Greater Fairfield County

National Association of Realtors

Darien Board of Realtors

## **Education:**

Skidmore College: Bachelor of Science, 1984

References upon request.

**Diana Lenkowsy**

31 Cannon Street, Norwalk, CT 06851

Diana.Lenkowsky@gmail.com

**Education:** Norwalk Public Schools  
B.A., Boston University

**Work History:**

1978 – 2017

Purdue Pharma L.P.

Vice President, Facilities and Real Estate

Responsible for strategic planning, engineering, maintenance, capital projects, leasing, acquisition and sales for properties totaling approximately one million square feet.

Managed Purdue’s corporate responsibility outreach in Norwalk and Stamford, including distribution of funds, program evaluation, employee volunteer initiatives, and board memberships.

Mentored in Norwalk and Stamford public schools.

Past board memberships include The Mill River Park Collaborative; The Palace Theater; The United Ways of Norwalk, Stamford and Western Connecticut; Stamford Achieves (past chair); The Stamford Partnership (past chair), and the Governor’s Prevention Partnership.

Current board memberships in Norwalk include The Human Services Council (past chair) and 40 South Main/Ludlow affordable housing.

2017 – 2021

One Stamford Realty L.P.

Vice President, Facilities and Real Estate

2021 – present

TXP Services, Inc.

Vice President

**Background:**

My family and I have lived at 31 Cannon Street in Norwalk for 38 years and our two sons attended Norwalk public schools.



CITY OF NORWALK  
Lisa Biagiarelli, CCMC, Esq.  
Tax Collector  
125 East Avenue Room 105  
Norwalk, CT 06851  
Phone: 203- 854-7731 (main line)  
Fax: 203-854-7770

Norwalkct.gov  
[lbiagiar@norwalkct.gov](mailto:lbiagiar@norwalkct.gov)

To: Finance and Claims Committee Members  
From: Lisa Biagiarelli, Tax Collector  
Date: January 8, 2026  
Re: The Role of the Tax Collector at Finance & Claims Meetings

The Tax Collector's Office interacts with the Finance and Claims Committee on a limited basis. I attend the monthly meeting primarily to present information concerning tax refunds, also called "claims." I keep the Committee informed of current and past due tax collection activity and provide monthly reports in both spreadsheet and narrative form.

The Tax Collector's Office issues refunds in accordance with Connecticut General Statute 12-129 and generally accepted accounting principles. Most refunds occur because abatements or credits are granted by the Assessor's Office after a tax bill has already been paid. For example, taxpayers sell or otherwise dispose of motor vehicles after having already paid their tax bills in full. Many refunds are issued to motor vehicle leasing companies that pay taxes on behalf of their lessees, who subsequently change cars mid cycle and are entitled to tax refunds. Sometimes third-party agents, such as attorneys or escrow agents, make duplicate payments of bills, or misidentify a tax bill and pay on the wrong parcel.

The procedure for refunds is relatively strict in terms of documentation, although not overly burdensome to the taxpayer. We require the taxpayer to complete a form, provide a valid signature, and include backup information concerning the payment. The backup is necessary to prove both that the requesting taxpayer has, in fact, made the payment, and that this person or entity, and no other, is entitled to the refund.

Refunds less than \$10,000 are processed by the Tax Collector's Office without requiring special approval. However, these refunds are still presented to the Committee each month, and the Committee exercises oversight regarding this process. The report of refunds presented will include the name of the taxpayer, the amount of the refund, and the reason. Due to the high volume of accounts, we process literally thousands of refunds per fiscal year as part of our normal office activity.

Committee members are asked to review the listings of these refunds in order to fulfill their oversight function. If a councilperson's own name, or if the name of a relative, close acquaintance, or entity with whom they are associated (for example, an employer or a client) appears on the listing, to avoid the appearance of impropriety, the councilperson may consider recusal from discussion and / or vote.

Refunds of \$10,000 or more are considered “*special requests.*” Special requests do require the formal approval of the Finance and Claims Committee, and subsequently the Common Council. These refunds are *not* processed until we receive approval from both the Committee and the full Council. The Tax Collector will have information on any special requests available at the meeting. Special requests are listed separately from other refunds, usually toward the end of the report.

The Committee will also be asked periodically to approve tax abatements for various housing projects. These abatements stem from agreements approved by prior Councils. Partial tax abatements are granted by the City and some are subsequently submitted by our office to the state for full or partial reimbursement. For example, one agreement is for a low-income senior housing project to pay 10% its annual rental income toward taxes; the balance of the tax bill is then abated, according to the agreement. In this example, the amounts in question change semi-annually or annually to reflect the income of the project and the amount of the tax levied.

The Tax Collector’s Office also presents the Committee with reports to keep members informed of ongoing collection processes and activities. We provide monthly reports on collections, comparing the current collection cycle (year to date) with the prior year, to track our progress toward budgeted collections of both current and past due taxes. We respond to questions from Committee members about current and delinquent collection enforcement activity.

According to the organizational structure of the City, the Tax Collector reports directly to, and is under the supervision of, the Chief Financial Officer. The Tax Collector’s Office is directly responsible for the collection of approximately 90% of the city’s operating revenue. The staff of the Tax Collector’s Office includes eight fulltime employees: me as Tax Collector; Al Palumbo, Jr. as Assistant Tax Collector; Cynthia Haith as Delinquent Tax Collector; and Jeanette Lopez, Cathy Petrini, Charise Bronson, Kalenia Gross, and Joann Santiago. Both Al and Cynthia have worked for Norwalk for more than 35 years. I’ll have my 26-year anniversary in Norwalk in March, and have been collecting taxes for more than 40 years. Five of us are state certified in municipal tax collection. Jeanette and Joann are fully bilingual in English and in Spanish. Al Palumbo has an MBA, and I have a JD.

We pride ourselves on efficient, diligent collection of current and back taxes. We do most of our collection work in-house, and in so doing, save our taxpayers tens of thousands of dollars in collection fees. Our collection rate is the highest among Connecticut’s six largest cities, and we consistently achieve our budgeted collection goals, which provides stability to the city’s budget process and enhances the city’s overall financial planning and fiscal outlook.

There is extensive information on the tax collection process on our tax collector’s office homepage on the city’s website. Taxpayers may look up their taxes, and their payment history online, and can pay online. We have various flyers and information available for members of the Committee, or for their constituents, as needs arise. I am also available in person or by telephone or email to answer questions. I wish the returning members and the newly elected members of the Committee well, and I look forward to working with Mayor Smyth and all of you.



**CITY OF NORWALK**  
**Tax Collector's Office**  
**Department of Finance**  
125 East Avenue Room 105  
Norwalk, CT 06851  
Phone: 203- 854-7731 (main line)  
Fax: 203-854-7770

To: Mayor Barbara Smyth; Board of Estimate and Taxation; Finance and Claims Committee  
From: Lisa Biagiarelli, Tax Collector  
Date: January 12, 2026  
Re: Tax Collector's Narrative for **December 2025** End of Month report

As of the end of December 2025, halfway through the fiscal year, we collected more than \$235 million against our (now) \$392+ million adjusted levy. As of the end of December 2025, our current collection rate for all tax types was **59.97%**. We also collected **60.3%** of our \$20 million sewer use levy, more than \$12 million, and 75.27% of the Industrial Pretreatment Program (IPP) fee billing on behalf of the WPCA. Compared with the prior fiscal year, we ended December 2025 slightly behind last year for collection of taxes (-2.56%), sewer use (-3.12%) and the IPP fee (-1.49%), all likely due to tax bills being mailed later in the month than we would have liked.

Through the month of December 2025, we also collected an additional \$3.8 million in past due taxes, interest and fees. This amount is (net) \$1.3 million less than what had been collected in back taxes during the first half of the immediately prior fiscal year. Our office held a large tax sale during the prior fiscal year, on September 9, 2024, and back tax collections typically spike during tax sale years. We did hold a smaller tax sale this past year, in September 2025, but the focus of that sale was enforcement of zoning violation fees and blight fees, rather than past due property taxes. Our next tax sale is scheduled for Monday, July 13, 2026. That will be a large-scale sale and the primary focus will be past due taxes.

Since June 2024, the tax collector's office has been responsible for billing and for collecting a monthly municipal tax on gross receipts from cannabis sales within Norwalk. The tax rate is 3% of gross sales, and the tax is paid by all cannabis retailers, hybrid retailers and micro cultivators. From April 2024 through the end of the month December 2025, we have collected \$520,546.34 in municipal cannabis tax. We include cannabis tax receipts in a one-line notation at the bottom of our monthly reports.

Our delinquent tax collector continues to work with the Department of Health to identify establishments with past due taxes that need to be brought current to renew a health permit. She also continues filing Uniform Commercial Code (UCC-1) liens with the office of the Secretary of the State of Connecticut to secure payment of past due business personal property taxes. We are also now finishing up an effort with our Comptroller's office in which we implemented a mandatory wage garnishment for city and Board of Education employees who owed past due taxes to Norwalk.

Our third-party collection agency continues to bill on our behalf for suspended motor vehicle accounts. Through the end of December 2025, in conjunction with their efforts, we collected \$1,531,603 million in past due motor vehicle taxes and interest due directly to the City. This agency's fees are charged *in addition to* the taxes and interest due to the City and are paid by the taxpayers who owe the past due bills. We collect what is due to us in full, and do not sacrifice any of what is due to the City. We began working with this company in December 2022, and in 2025 opted to extend our three-year contract with them for an additional year. December 2025 marked three full years working with this agency.

In mid-August of 2025, our office issued the first set of tax bills for new motor vehicle accounts added by Municipal Tax Services (MTS), the vendor contracted by the city to identify unregistered or out of state motor vehicles garaged in Norwalk. The Assessor has reported on the activities of MTS at prior meetings, and that division began adding these newly identified vehicles to the tax rolls. The first set of 528 bills was issued with a pay-by date of September 12, 2025. Through the end of December 2025, we added a total receivable (net) of \$143,440.77 and have collected \$113,571.46. In accordance with the agreement between MTS and the City, Norwalk retained \$62,265.95 in taxes and interest, and we paid MTS \$51,305.51, which includes a flat fee of \$50 per vehicle as well as a portion (approximately 38%) of the newly billed / receivable tax and interest amount. I will continue to update you on our progress.

We are in the middle of our second installment collection cycle now. The last day on which to pay without interest is February 2, 2026, because February 1 falls on a Sunday. We are also now billing the supplemental motor vehicle tax for grand list 2024, representing more than \$3 million in taxes for vehicles newly registered between October 2, 2024 and September 30, 2025. These bills are due January 1, 2026, payable by February 2, 2026. Bills were mailed later than usual, but all currently due bills have been available to view and to pay online since early December.

We are in the process of changing our online and IVR (pay by phone) payment provider in accordance with the contract that was approved by the City Council in the fall of 2025. The new vendor will provide a less expensive option for taxpayers who choose this payment method. We also envision potential efficiencies in absorbing the processing fee for the E Check, as discussed at last month's meeting. We are still hoping the change will occur in time to provide reduced processing fees during this collection cycle. This is dependent upon the progress of the law department in reviewing the proposed contract between the city and the new vendor, and subsequently dependent upon our staff and IT department being able to install new equipment and receive training on how to use the new system.

We direct taxpayers to the City of Norwalk website and our tax collector's homepage, as depending on when the change in providers occurs, payments will be processed through either the current vendor's system, or that of the new vendor. Both systems clearly state the fees charged and allow the taxpayer to "back out" of the transaction before committing to the payment. We remain grateful to the departments assisting during this transition, including Purchasing, the Comptroller's Office, Information Technology, and the Corporation Counsel's office.

We began preliminary work on our 2026 tax sale at the end of December. This sale will include pursuit not only of past due taxes and sewer use charges, but also past due blight fees and zoning violation fees. We anticipate starting with 200+ properties in this sale and hope to collect between \$5-\$7 million. All tax sale work is done by the tax collector's office staff, except for title searches. Performing this work in-house saves our taxpayers from the expense of the considerable legal fees charged by attorneys or state marshals who conduct tax sales on behalf of other municipalities. At the end of December, we sent out an initial letter to more than 120 properties that are scheduled for inclusion in the 2026 sale due to the number of years in arrears, or the dollar amount owed. To date, we have collected more than \$460,000 since that mailing.

We will appreciate the continued support of policy makers, including members of the City Council and the Administration, in situations when our enforcement activities, such as the tax sale, are challenged. Maintaining a high tax collection rate through consistent enforcement allows for a fairer distribution of the tax burden. Maintaining a high current and back tax collection rate allows the budget making authority to set lower mill rates, as there can be less of an allowance for "uncollectible" taxes - taxes not timely paid when billed. Conversely, a lower collection rate, and less efficient tax collection, would require higher mill rates, and a correspondingly higher tax levy to be borne by all taxpayers. This principle inspires all our billing and tax collection enforcement activities, and remains in sharp focus as the new Council is seated and the FYE 2027 budget cycle progresses.

FISCAL YEAR 2025-2026

(2024 GRAND LIST)

ADJ. TAX COLLECTIONS  
JUN 25 - DEC 25

	ORIGINAL LEVY	JUN 25 - DEC 25	COLLECTION %	CORRECTED LEVY**	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$19,621,713.02	\$17,173,310.34	87.52%	\$19,470,039.78	(\$151,673.24)	88.20%
AUTOMOBILE-SUPPLEMENTAL	\$3,115,978.84	\$361,139.89	11.59%	\$3,112,358.60	(\$3,620.24)	11.60%
PERSONAL PROPERTY	\$28,666,103.44	\$16,187,187.11	56.47%	\$28,511,017.86	(\$155,085.58)	56.78%
REAL ESTATE	\$340,880,548.34	\$201,465,257.84	59.10%	\$341,086,633.00	\$206,084.66	59.07%
TOTAL TAX	\$392,284,343.64	\$235,186,895.18	59.95%	\$392,180,049.24	(\$104,294.40)	59.97%

SEWER USE

IPP FEE

SEWER USE	\$19,835,102.00	\$12,071,644.47	60.86%	\$20,020,112.00	\$185,010.00	60.30%
IPP FEE	\$181,250.00	\$137,931.21	76.10%	\$183,250.00	\$2,000.00	75.27%

FISCAL YEAR 2024-2025

(2023 GRAND LIST)

JUN 24 - DEC 24

	ORIGINAL LEVY	JUN 24 - DEC 24	COLLECTION %	CORRECTED LEVY**	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$30,485,520.62	\$25,989,031.25	85.28%	\$30,092,935.12	(\$392,585.50)	86.40%
AUTOMOBILE-SUPPLEMENTAL	\$4,617,948.35	\$310,272.34	6.72%	\$4,616,733.91	(\$1,214.44)	6.72%
PERSONAL PROPERTY	\$24,660,647.62	\$13,936,214.40	56.51%	\$24,522,973.26	(\$137,674.36)	56.83%
REAL ESTATE	\$314,512,159.95	\$192,378,312.53	61.17%	\$312,807,252.60	(\$1,704,907.35)	61.50%
TOTAL TAX	\$374,276,276.54	\$232,623,830.52	62.15%	\$372,039,894.89	(\$2,236,381.65)	62.53%

SEWER USE

IPP FEE

SEWER USE	\$19,044,215.00	\$12,043,126.27	63.24%	\$18,989,981.00	(\$54,234.00)	63.42%
IPP FEE	\$167,750.00	\$151,595.01	90.37%	\$197,499.55	\$29,749.55	76.76%

TAX DIFFERENCE 2024 G.L. vs. 2023 G.L.

INCREASE/(DECREASE)

TAX DIFFERENCE 2024 G.L. vs. 2023 G.L.	\$18,008,067.10	\$2,563,064.66	-2.20%	\$20,140,154.35	\$2,132,087.25	-2.56%
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SEWER DIFFERENCE 2024 G.L. vs. 2023 G.L.

INCREASE/(DECREASE)

SEWER DIFFERENCE 2024 G.L. vs. 2023 G.L.	\$790,887.00	\$28,518.20	-2.38%	\$1,030,131.00	\$239,244.00	-3.12%
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IPP DIFFERENCE 2024 G.L. vs. 2023 G.L.

INCREASE/(DECREASE)

IPP DIFFERENCE 2024 G.L. vs. 2023 G.L.	\$13,500.00	(\$13,663.80)	-14.27%	(\$14,249.55)	(\$27,749.55)	-1.49%
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BACK TAXES COLLECTED

	FISCAL YR 2025-2026 (JUL 25 - DEC 25)	FISCAL YR 2024-2025 (JUL 24 - DEC 24)	CUR YR vs. PRIOR YR INC/DEC
PRIOR TAXES	\$2,399,199.11	\$3,195,226.54	(\$796,027.43)
PRIOR SEWER USE FEE	\$114,198.87	\$172,587.01	(\$58,388.14)
PRIOR IPP FEE	\$4,029.18	\$4,206.27	(\$177.09)
TOTAL PRIOR TAX, SEWER & IPP	\$2,517,427.16	\$3,372,019.82	(\$854,592.66)

CURRENT INTEREST	\$354,215.34	\$430,374.13	(\$76,158.79)
PRIOR INTEREST	\$653,386.16	\$851,644.70	(\$198,258.54)
SEWER USE FEE INTEREST	\$48,165.12	\$73,429.61	(\$25,264.49)
IPP FEE INTEREST	\$2,469.42	\$3,122.94	(\$653.52)
TOTAL INTEREST COLLECTED	\$1,058,236.04	\$1,358,571.38	(\$300,335.34)

PRIOR LIEN FEE	\$7,879.28	\$12,744.56	(\$4,865.28)
CURRENT LIEN FEE	\$0.00	\$0.00	\$0.00
TOTAL LIEN FEE COLLECTED	\$7,879.28	\$12,744.56	(\$4,865.28)

MISC FEES COLLECTED**	\$263,440.90	\$417,261.23	(\$153,820.33)
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TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$3,846,983.38	\$5,160,596.99	(\$1,313,613.61)
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TOTAL TAX BILLED/PAID ON GROSS RECEIPTS FROM CANNABIS SINCE 05/24	\$	\$	\$520,546.34
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**AGENDA**

**CLAIMS COMMITTEE MEETING**

**JAN 15<sup>TH</sup>**

**REFUNDS PROCESSED CLAIMS COMMITTEE**

**APPROVED BY TAX COLLECTOR**

**PAY TO:**

**BILL No & AMOUNT REFUNDED**

**REASON**

**MOTOR VEHICLE**

ABBAY NII A	24-MV-300163 \$26.14	PRORATION
ACAR LEASING LTD	24-MV-300400 \$324.87	PRORATION
	24-MV-300261 \$146.61	PRORATION
ACAR LEASING LTD	24-MV-300424 \$206.36	PRORATION
	24-MV-300506 \$308.26	PRORATION
ARI FLEET LT LTD	22/23-MV-SEE ATTACHED \$4,899.37	PROTN/ABMNT
BLAKZ-ARCE ROSA M	23-MV-306428 \$43.08 +\$.91 INT	PRORATION
COLVIN SHUJUN F	24-MV-313392 \$19.39	PYMNT POSTMKD ON TIME
DAIMLER TRUST	24-MV-315589 \$115.65	PRORATION
ENTERPRISE FM TRUST	24-MV-SEE ATTACHED \$2,570.00	PRORATION
GERVASE RICHARD G JR & ANN	23-MV-326554 \$18.73	PRORATION
HERNANDEZ MOYETONES EULOGIO	24-MV-330131 \$413.38	MTS ABATEMENT
HYUNDAI LEASE TITLING	23-MV-333282 \$434.58	PRORATION
HYUNDAI LEASE TITLING	24-MV-332501 \$43.80	PRORATION
HYUNDAI LEASE TITLING	24-MV-332522 \$314.51	PRORATION
JACKSON JESSICA	24-MV-333573 \$529.44	OVERPAYMENT
JP MORGAN CHASE BANK	22-24-MV-SEE ATTACHED \$1,502.58	ABATEMENT
JP MORGAN CHASE BANK	24-MV-335028 \$53.61	PRORATION
LOPEZ-ESCALANTE WILDER J	22-MV-341014 \$510.78	MTS ABATEMENT
	23-MV-341402 \$454.44 + \$20.45 INT	MTS ABATEMENT
	22-MV-341015 \$40.73	MTS ABATEMENT

	23-MV-341401	\$43.82 + \$2.00 INT	MTS ABATEMENT
LORRAINE CAREN L	24-MV-340760	\$16.28	PRORATION
MARROQUIN MIRIAM S	24-MV-342777	\$46.33	PRORATION
MARTINEZ MIRIAM C	23-MV-343886	\$33.66	PRORATION
MONTES-DEOCA RODY E	24-MV-346871	\$24.68	PRORATION
NISSAN MOTOR ACCEPTANCE	23/24-MV-SEE ATTACHED	\$6,530.44	PROTN/ABMNT
NISSAN MOTOR ACCEPTANCE	23/24-MV-SEE ATTACHED	\$7,823.84	PROTN/ABMNT
NISSAN MOTOR ACCEPTANCE	22/23-MV-SEE ATTACHED	\$1,016.33	PROTN/ABMNT
PEREZ CRUZ JORGE M	23/24-MV-SEE ATTACHED	\$353.08	PRORATION
SHORELINE PAINTING & DRYWALL	22-MV-362720	\$325.78 + \$29.32 INT	MTS ABATEMENT
	23-MV-363765	\$264.87	MTS ABATEMENT
	24-MV-362977	\$217.80	MTS ABATEMENT
SMITH JACK A & DEBORAH B	24-MV-363958	\$8.97	PYMNT POSTMKD ON TIME
SOLIS-SOSA EDVIN G	23-MV-365080	\$97.06	ABATEMENT
	24-MV-364274	\$44.44	ABATEMENT
TITANIUM ELECTRIC LLC	23-MV-368359	\$376.54	MTS ABATEMENT
	24-MV-367468	\$12.63	MTS ABATEMENT
TOYOTA LEASE TRUST	24-MV-SEE ATTACHED	\$1,353.57	PRORATION
TOYOTA LEASE TRUST	24-MV-SEE ATTACHED	\$5,162.08	PROTN/ABMNT
TOYOTA LEASE TRUST	24-MV-376143	\$358.03	PRORATION
TOYOTA LEASE TRUST	24-MV-SEE ATTACHED	\$241.76	PRORATION
VAULT TRUST	24-MV-SEE ATTACHED	\$1,492.20	PRORATION
VCFS AUTO LEASING CO	24-MV-371319	\$196.68	PRORATION
VCFS AUTO LEASING CO	24-MV-371215	\$173.84	PRORATION
WALLOUR MARY F	24-MV-373062	\$20.15	PRORATION
WILSON THOMAS J	24-MV-374354	\$47.70	PRORATION

## PERSONAL PROPERTY

WILLARD STORAGE LLC

4 WILLARD ROAD

143062

24-PP-202782 \$491.20

OVERPAYMENT

## SPECIAL REQUEST

TOYOTA LEASE TRUST

23-MV-SEE ATTACHED \$13,765.43

PROTN/ABMT

NORWALK CENTER LLC

10 NORDEN PLACE UNIT A

3-17-40-A

23-RE-119321 \$78,665.54

COURT STIP SETTLEMENT

**\*MTS SAYS VEHICLE SHOULD BE TAXED BY STAMFORD, DMV SAYS VEHICLE IS REGISTERED IN NORWALK\***

**Inquiry Report**      **NORMALK TAX COLLECTOR**      **Interest Date : 11/04/2025**

Bill#      Name      Address      City/State/Zip      Prop Loc/Veh. Info./Plan-Sew      MBL/LINK #      Flags

Unique\_id      Address      City/State/Zip

Dist      City/State/Zip

2021-03-0303083-00      ARI FLEET LT      4001 LEADENHALL RD      MT LAUREL NJ 08054      6486DC/1FMCU9GX0FUB97659/2015/FORD/ESCAPE S      /DMV CIVLS: 4519711-2224337-0Y      TOT Inst      Page :1      Balance

303083      ARI FLEET LT      4001 LEADENHALL RD      MT LAUREL NJ 08054      6486DC/1FMCU9GX0FUB97659/2015/FORD/ESCAPE S      /DMV CIVLS: 4519711-2224337-0Y      TOT Adj      Tax Due      Int Due      Due Now      Discount

1      ARI FLEET LT      4001 LEADENHALL RD      MT LAUREL NJ 08054      6486DC/1FMCU9GX0FUB97659/2015/FORD/ESCAPE S      /DMV CIVLS: 4519711-2224337-0Y      TOT Paid      L/F/Bint Due

2022-03-0303136-00      ARI FLEET LT      4001 LEADENHALL RD      MT LAUREL NJ 08054      6486DC/1FMCU9GX0FUB97659/2015/FORD/ESCAPE S      LINK # 2022-MV-0024918      275.12      -275.12      -275.12

303136      ARI FLEET LT      4001 LEADENHALL RD      MT LAUREL NJ 08054      6486DC/1FMCU9GX0FUB97659/2015/FORD/ESCAPE S      LINK # 2022-MV-0024918      -275.12      0.00      -275.12

M005      ARI FLEET LT      4001 LEADENHALL RD      MT LAUREL NJ 08054      6486DC/1FMCU9GX0FUB97659/2015/FORD/ESCAPE S      Bank - M005/DMV CIVLS: 4519711-2224337-0N      275.12      0.00      -275.12

2022-03-0303174-00      ARI FLEET LT LTD      4001 LEADENHALL RD      MOUNT LAUREL NJ 80544-0611      C140415/1FDWE3FSOHDC47296/2017/FORD/ES350 SUP      Bank - M005/DMV CIVLS: 139904-4732982-0N      34.64      -565.16      -565.16

303174      ARI FLEET LT LTD      4001 LEADENHALL RD      MOUNT LAUREL NJ 80544-0611      C140415/1FDWE3FSOHDC47296/2017/FORD/ES350 SUP      Bank - M005/DMV CIVLS: 139904-4732982-0N      -34.64      0.00      -565.16

M005      ARI FLEET LT LTD      4001 LEADENHALL RD      MOUNT LAUREL NJ 80544-0611      C140415/1FDWE3FSOHDC47296/2017/FORD/ES350 SUP      Bank - M005/DMV CIVLS: 139904-4732982-0N      565.16      0.00      0.00

2023-03-0303144-00      ARI FLEET LT      4001 LEADENHALL RD      MT LAUREL NJ 08054      6486DC/1FMCU9GX0FUB97659/2015/FORD/ESCAPE S      LINK # 2023-MV-0001738      231.12      -231.12      -231.12

303144      ARI FLEET LT      4001 LEADENHALL RD      MT LAUREL NJ 08054      6486DC/1FMCU9GX0FUB97659/2015/FORD/ESCAPE S      LINK # 2023-MV-0001738      -231.12      0.00      -231.12

M032      ARI FLEET LT      4001 LEADENHALL RD      MT LAUREL NJ 08054      6486DC/1FMCU9GX0FUB97659/2015/FORD/ESCAPE S      Bank - M032/DMV CIVLS: 4519711-2224337-Y      231.12      0.00      0.00

2023-03-0303146-00      ARI FLEET LT      4001 LEADENHALL RD      MT LAUREL NJ 08054      C129346/1FTMF1EB4JKE67590/2018/FORD/F150      LINK # 2023-MV-0001738      564.15      -376.27      -376.27

303146      ARI FLEET LT      4001 LEADENHALL RD      MT LAUREL NJ 08054      C129346/1FTMF1EB4JKE67590/2018/FORD/F150      LINK # 2023-MV-0001738      -376.27      0.00      -376.27

M032      ARI FLEET LT      4001 LEADENHALL RD      MT LAUREL NJ 08054      C129346/1FTMF1EB4JKE67590/2018/FORD/F150      Bank - M032/DMV CIVLS: 1964703-5055810-N      564.15      0.00      0.00

# Of Acct (s) : 11

NOV 04 2025

Bill# Name  
 Unique\_id Address  
 Dist City/State/zip

TOT Inst  
 TOT Adj  
 TOT Paid  
 L/F/Bint Due  
 Page : 1  
 Tax Due  
 Int Due  
 Balance  
 Due Now  
 Discount

2024-03-0320671-00	ENTERPRISE FM TRUST	BN94872/CF1G0ABC1R8337846/2024/SUBAR/IMPRESA	318.78	-159.39	-159.39	0.00	-159.39	0.00
320671	2281 BALL DR	LINK # 2024-MV-0049197	-159.39	0.00	-159.39	0.00	-159.39	0.00
M014	SAINT LOUIS MO 63146-8603	Bank - M014/DMV CIVLS: 105513-7400481-Y	318.78	0.00	318.78	0.00	318.78	0.00
2024-03-0320678-00	ENTERPRISE FM TRUST	C140270/NMOLST7FH1304131/2017/FORD/TRANSIT	216.26	-180.14	-180.14	0.00	-180.14	0.00
320678	2281 BALL DR	LINK # 2024-MV-0049185	-180.14	0.00	-180.14	0.00	-180.14	0.00
M014	SAINT LOUIS MO 63146-8603	Bank - M014/DMV CIVLS: 105513-4747153-Y	216.26	0.00	216.26	0.00	216.26	0.00
2024-03-0320683-00	ENTERPRISE FM TRUST	C211149/1GCZGHFGK1191789/2016/CHEVR/EXPRESS	267.96	-133.98	-133.98	0.00	-133.98	0.00
320683	2281 BALL DR	LINK # 2024-MV-0049184	-133.98	0.00	-133.98	0.00	-133.98	0.00
M014	SAINT LOUIS MO 63146-8603	Bank - M014/DMV CIVLS: 105513-3833507-Y	267.96	0.00	267.96	0.00	267.96	0.00
2024-03-0320687-00	ENTERPRISE FM TRUST	C237600/1GCWGFPP6L1242578/2020/CHEVR/EXPRESS	369.60	-123.07	-123.07	0.00	-123.07	0.00
320687	2281 BALL DR	LINK # 2024-MV-0049186	-123.07	0.00	-123.07	0.00	-123.07	0.00
M014	SAINT LOUIS MO 63146-8603	Bank - M014/DMV CIVLS: 105513-5899075-Y	369.60	0.00	369.60	0.00	369.60	0.00
2024-03-0320688-00	ENTERPRISE FM TRUST	C239018/1GCWGFPP6L1231080/2020/CHEVR/EXPRESS	369.60	-277.20	-277.20	0.00	-277.20	0.00
320688	2281 BALL DR	LINK # 2024-MV-0049186	-277.20	0.00	-277.20	0.00	-277.20	0.00
M014	SAINT LOUIS MO 63146-8603	Bank - M014/DMV CIVLS: 105513-5938684-Y	369.60	0.00	369.60	0.00	369.60	0.00
2024-03-0320691-00	ENTERPRISE FM TRUST	C259118/1GCWGFPP6L1230966/2020/CHEVR/EXPRESS	369.60	-123.07	-123.07	0.00	-123.07	0.00
320691	2281 BALL DR	LINK # 2024-MV-0049186	-123.07	0.00	-123.07	0.00	-123.07	0.00
M014	SAINT LOUIS MO 63146-8603	Bank - M014/DMV CIVLS: 105513-5829519-Y	369.60	0.00	369.60	0.00	369.60	0.00
2024-03-0320694-00	ENTERPRISE FM TRUST	C267843/1FTBR1C8LKB73553/2020/FORD/TRANSIT	394.68	-328.77	-328.77	0.00	-328.77	0.00
320694	2281 BALL DR	LINK # 2024-MV-0049187	-328.77	0.00	-328.77	0.00	-328.77	0.00
M014	SAINT LOUIS MO 63146-8603	Bank - M014/DMV CIVLS: 105513-6117882-Y	394.68	0.00	394.68	0.00	394.68	0.00
2024-03-0320710-00	ENTERPRISE FM TRUST	C310475/1FMCU9G6XNUA00826/2022/FORD/ESCAPE S	351.56	-175.78	-175.78	0.00	-175.78	0.00
320710	2281 BALL DR	LINK # 2024-MV-0049189	-175.78	0.00	-175.78	0.00	-175.78	0.00
M014	SAINT LOUIS MO 63146-8603	Bank - M014/DMV CIVLS: 105513-6612296-Y	351.56	0.00	351.56	0.00	351.56	0.00
2024-03-0320713-00	ENTERPRISE FM TRUST	C316058/1FMCU9F65NUB00138/2022/FORD/ESCAPE S	333.30	-222.31	-222.31	0.00	-222.31	0.00
320713	2281 BALL DR	LINK # 2024-MV-0049189	-222.31	0.00	-222.31	0.00	-222.31	0.00
M014	SAINT LOUIS MO 63146-8603	Bank - M014/DMV CIVLS: 105513-6714704-Y	333.30	0.00	333.30	0.00	333.30	0.00
2024-03-0320737-00	ENTERPRISE FM TRUST	C344586/1FTBR1C82PKA91907/2023/FORD/TRANSIT	592.02	-493.15	-493.15	0.00	-493.15	0.00
320737	2281 BALL DR	LINK # 2024-MV-0049193	-493.15	0.00	-493.15	0.00	-493.15	0.00
M014	SAINT LOUIS MO 63146-8603	Bank - M014/DMV CIVLS: 105513-7003712-Y	592.02	0.00	592.02	0.00	592.02	0.00
2024-03-0320746-00	ENTERPRISE FM TRUST	C356172/5N1BT3AB6PC795612/2023/NISSA/ROGUE S	377.74	-251.94	-251.94	0.00	-251.94	0.00
320746	2281 BALL DR	LINK # 2024-MV-0049192	-251.94	0.00	-251.94	0.00	-251.94	0.00
M014	SAINT LOUIS MO 63146-8603	Bank - M014/DMV CIVLS: 105513-6974645-Y	377.74	0.00	377.74	0.00	377.74	0.00
2024-03-0320761-00	ENTERPRISE FM TRUST	C380555/3N1CP5BV9NLS06969/2022/NISSA/KICKS S	242.66	-101.20	-101.20	0.00	-101.20	0.00
320761	2281 BALL DR	LINK # 2024-MV-0049196	-101.20	0.00	-101.20	0.00	-101.20	0.00
M014	SAINT LOUIS MO 63146-8603	Bank - M014/DMV CIVLS: 105513-7394181-Y	242.66	0.00	242.66	0.00	242.66	0.00
# Of Acct (s) : 12			4,203.76	-2,570.00	-2,570.00	0.00	-2,570.00	0.00
			-2,570.00	0.00	-2,570.00	0.00	-2,570.00	0.00
			4,203.76	0.00	4,203.76	0.00	4,203.76	0.00

Bill#      Unique\_id      Name      Address      City/State/Zip      Prop Loc/Veh. Info./Plan-Sew      MBL/LINK #      Flags      TOT Inst      Tax Due      Balance

Dist      City/State/Zip      Name      Address      City/State/Zip      Prop Loc/Veh. Info./Plan-Sew      MBL/LINK #      Flags      TOT Adj      Int Due      Due Now

2022-03-0335930-00      JP MORGAN CHASE BANK NA      700 KANSAS LN IA4 4041      3082MA/SALVP2RX3JH299976/2018/LAND/RANGE RO      644.62      -644.62      -644.62

335930      M059      MONROE LA 71203      Bank - M059/DWV CIVLS: 140211-5176885-0N      644.62      0.00      -644.62

2023-04-0406838-00      JP MORGAN CHASE BANK NA      PO BOX 901098      3082MA/SALVP2RX3JH299976/2018/LAND/RANGE RO      471.64      -471.64      -471.64

406838      S814      FORT WORTH TX 76101-2098      LINK # 2023-MS-0010909      -471.64      0.00      -471.64

2024-03-0334937-00      JP MORGAN CHASE BANK NA      PO BOX 901098      3082MA/SALVP2RX3JH299976/2018/LAND/RANGE RO      386.32      -386.32      -386.32

334937      M022      FORT WORTH TX 76101-2098      LINK # 2024-MV-0049421      -386.32      0.00      -386.32

Bank - M022/DWV CIVLS: 140211-5176885-Y      386.32      0.00      0.00

# Of Acct (s) : 3      1,502.58      -1,502.58      -1,502.58

1,502.58      0.00      0.00

1,502.58      0.00      0.00

NOV 04 2025

**Inquiry Report**  
 Bill# Name  
 Address  
 City/State/Zip

**NORWALK TAX COLLECTOR**  
 Prop Loc/Veh. Info./Plan-Sew  
 MBL/LINK #  
 Flags

**Page: 1**  
 TOT Inst Tax Due Balance  
 TOT Adj Int Due Due Now  
 TOT Paid L/F/Bint Due Discount

Interest Date : 11/10/2025

Account #	Address	Link #	Bank	Account #	Link #	Bank	TOT Inst	TOT Adj	TOT Paid	L/F/Bint	Int Due	Due Now	Discount
2023-03-0350080-00	NISSAN INFINITI LT LLC	AE66382/5N1A1T3CB6MC703631/2021/NISSA/ROGUE SL	LINK # 2023-MV-0046487	665.11	-498.82	-498.82							
350080	P O BOX 254648	LINK # 2023-MV-0046487	Bank - M046/DMV CIVLS: 139836-6130491-Y	-498.82	0.00	-498.82							
M046	SACRAMENTO CA 95865	Bank - M046/DMV CIVLS: 139836-6130491-Y		665.11	0.00	0.00							
2023-03-0350124-00	NISSAN INFINITI LT LLC	AL00448/1N4BL4CW2NNA420415/2022/NISSA/ALTIMA S	LINK # 2023-MV-0046491	602.78	-502.12	-502.12							
350124	P O BOX 254648	LINK # 2023-MV-0046491	Bank - M046/DMV CIVLS: 139836-6807855-Y	-502.12	0.00	-502.12							
M046	SACRAMENTO CA 95865	Bank - M046/DMV CIVLS: 139836-6807855-Y		602.78	0.00	0.00							
2023-03-0350141-00	NISSAN INFINITI LT LLC	AM76921/JN8AT3CB8MW213988/2021/NISSA/ROGUE SL	LINK # 2023-MV-0046493	665.11	-221.48	-221.48							
350141	P O BOX 254648	LINK # 2023-MV-0046493	Bank - M046/DMV CIVLS: 139836-6158574-Y	-221.48	0.00	-221.48							
M046	SACRAMENTO CA 95865	Bank - M046/DMV CIVLS: 139836-6158574-Y		665.11	0.00	0.00							
2023-03-0350144-00	NISSAN INFINITI LT LLC	AN07093/3N1AB8DV8NY319830/2022/NISSA/SENTRA S	LINK # 2023-MV-0046493	560.26	-93.55	-93.55							
350144	P O BOX 254648	LINK # 2023-MV-0046493	Bank - M046/DMV CIVLS: 139836-6931958-Y	-93.55	0.00	-93.55							
M046	SACRAMENTO CA 95865	Bank - M046/DMV CIVLS: 139836-6931958-Y		560.26	0.00	0.00							
2023-03-0350204-00	NISSAN INFINITI LT LLC	AU77418/3PCA45B8XMF125818/2021/INFIN/QX50 LUX	LINK # 2023-MV-0046499	710.55	-355.28	-355.28							
350204	P O BOX 254648	LINK # 2023-MV-0046499	Bank - M046/DMV CIVLS: 139836-6471248-Y	-355.28	0.00	-355.28							
M046	SACRAMENTO CA 95865	Bank - M046/DMV CIVLS: 139836-6471248-Y		710.55	0.00	0.00							
2023-03-0350215-00	NISSAN INFINITI LT LLC	AW22645/5N1DL0MM6LCS06615/2020/INFIN/QX60 LUX	LINK # 2023-MV-0046506	736.19	-184.05	-184.05							
350215	P O BOX 254648	LINK # 2023-MV-0046506	Bank - M046/DMV CIVLS: 139836-568403-Y	-184.05	0.00	-184.05							
M046	SACRAMENTO CA 95865	Bank - M046/DMV CIVLS: 139836-568403-Y		736.19	0.00	0.00							
2023-03-0350277-00	NISSAN INFINITI LT LLC	BB17034/1N4BL4CW2NNA420415/2022/NISSA/ALTIMA S	LINK # 2023-MV-0046506	547.60	-365.24	-365.24							
350277	P O BOX 254648	LINK # 2023-MV-0046506	Bank - M046/DMV CIVLS: 139836-612315-Y	-365.24	0.00	-365.24							
M046	SACRAMENTO CA 95865	Bank - M046/DMV CIVLS: 139836-612315-Y		547.60	0.00	0.00							
2023-03-0350281-00	NISSAN INFINITI LT LLC	BB61095/1N4BL4CW2NNA420415/2022/NISSA/ALTIMA S	LINK # 2023-MV-0046507	672.57	-112.31	-112.31							
350281	P O BOX 254648	LINK # 2023-MV-0046507	Bank - M046/DMV CIVLS: 139836-6973741-Y	-112.31	0.00	-112.31							
M046	SACRAMENTO CA 95865	Bank - M046/DMV CIVLS: 139836-6973741-Y		672.57	0.00	0.00							
2023-03-0350294-00	NISSAN INFINITI LT LLC	BC09703/JN1BJ1CW7LW389638/2020/NISSA/ROGUE SP	LINK # 2023-MV-0046508	489.82	-244.91	-244.91							
350294	P O BOX 254648	LINK # 2023-MV-0046508	Bank - M046/DMV CIVLS: 139836-6235605-Y	-244.91	0.00	-244.91							
M046	SACRAMENTO CA 95865	Bank - M046/DMV CIVLS: 139836-6235605-Y		489.82	0.00	0.00							
2023-03-0350306-00	NISSAN INFINITI LT LLC	BC73152/3N1AB8CV9MY202807/2021/NISSA/SENTRA S	LINK # 2023-MV-0046509	477.81	-477.81	-477.81							
350306	P O BOX 254648	LINK # 2023-MV-0046509	Bank - M046/DMV CIVLS: 139836-6273007-Y	-477.81	0.00	-477.81							
M046	SACRAMENTO CA 95865	Bank - M046/DMV CIVLS: 139836-6273007-Y		477.81	0.00	0.00							
2023-03-0350313-00	NISSAN INFINITI LT LLC	BD35148/JN8AT3DD6MW310221/2021/NISSA/ROGUE PL	LINK # 2023-MV-0046510	718.02	-59.60	-59.60							
350313	P O BOX 254648	LINK # 2023-MV-0046510	Bank - M046/DMV CIVLS: 139836-6388766-Y	-59.60	0.00	-59.60							
M046	SACRAMENTO CA 95865	Bank - M046/DMV CIVLS: 139836-6388766-Y		718.02	0.00	0.00							
2023-03-0350314-00	NISSAN INFINITI LT LLC	BD38603/JN8AT3DD6MW310638/2021/NISSA/ROGUE PL	LINK # 2023-MV-0046510	718.02	-119.91	-119.91							
350314	P O BOX 254648	LINK # 2023-MV-0046510	Bank - M046/DMV CIVLS: 139836-6345620-Y	-119.91	0.00	-119.91							
M046	SACRAMENTO CA 95865	Bank - M046/DMV CIVLS: 139836-6345620-Y		718.02	0.00	0.00							
2023-03-0350334-00	NISSAN INFINITI LT LLC	BE51459/3N1AB8CV9MY324986/2021/NISSA/SENTRA S	LINK # 2023-MV-0046510	718.02	-119.91	-119.91							
350334	P O BOX 254648	LINK # 2023-MV-0046510	Bank - M046/DMV CIVLS: 139836-6345620-Y	-119.91	0.00	-119.91							
M046	SACRAMENTO CA 95865	Bank - M046/DMV CIVLS: 139836-6345620-Y		718.02	0.00	0.00							

**RECEIVED**  
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 718.02

350334	M046	P O BOX 254648 SACRAMENTO CA 95865	LINK # 2023-MV-0046512 Bank - M046/DMV CIVLS: 139836-6451100-Y	477.81	-358.36	-358.36	-358.36
2023-03-0350364-00		NISSAN INFINITI LT LLC	BG20137/3N1AB8CV2N269394/2022/NISSA/SENTRA S	523.90	-43.49	-43.49	-43.49
350364	M046	P O BOX 254648 SACRAMENTO CA 95865	LINK # 2023-MV-0046515 Bank - M046/DMV CIVLS: 139836-6752860-Y	-43.49	0.00	-43.49	-43.49
2023-03-0350397-00		NISSAN INFINITI LT LLC	BJ33004/5N1DR3BD9PC207094/2023/NISSA/PATHEIND	523.90	0.00	0.00	0.00
350397	M046	P O BOX 254648 SACRAMENTO CA 95865	LINK # 2023-MV-0046518 Bank - M046/DMV CIVLS: 139836-6847604-Y	874.80	-364.79	-364.79	-364.79
2023-03-0350545-00		NISSAN INFINITI LT LLC	2APBN9/1N6ED0EB0M701700/2021/NISSA/FRONTIER	-364.79	0.00	-364.79	-364.79
350545	M046	P O BOX 254648 SACRAMENTO CA 95865	LINK # 2023-MV-0046533 Bank - M046/DMV CIVLS: 139836-6158661-Y	874.80	0.00	0.00	0.00
2023-03-0350580-00		NISSAN INFINITI LT LLC	5992UY/1N4BL4BV2MN31676/2021/NISSA/ALTIMA S	676.14	-338.07	-338.07	-338.07
350580	M046	P O BOX 254648 SACRAMENTO CA 95865	LINK # 2023-MV-0046537 Bank - M046/DMV CIVLS: 139836-6247596-Y	-338.07	0.00	-338.07	-338.07
2023-03-0350623-00		NISSAN INFINITI LT LLC	8AHR3/JN1BJ1M818/ROGUE SP	676.14	0.00	0.00	0.00
350623	M046	P O BOX 254648 SACRAMENTO CA 95865	LINK # 2023-MV-0046541 Bank - M046/DMV CIVLS: 139836-6554945-Y	496.64	-207.10	-207.10	-207.10
2023-03-0350640-00		NISSAN INFINITI LT LLC	9AWUM9/JN1EV7BR0M750897/2021/INFIN/050 LUXE	-207.10	0.00	-207.10	-207.10
350640	M046	P O BOX 254648 SACRAMENTO CA 95865	LINK # 2023-MV-0046543 Bank - M046/DMV CIVLS: 139836-615854-Y	496.64	0.00	0.00	0.00
2023-03-0350644-00		NISSAN INFINITI LT LLC	AA13591/JN1BJ1C1M9P9213/2020/NISSA/ROGUE SP	706.01	-588.12	-588.12	-588.12
350644	M046	P O BOX 254648 SACRAMENTO CA 95865	LINK # 2023-MV-0046543 Bank - M046/DMV CIVLS: 139836-615854-Y	-588.12	0.00	-588.12	-588.12
2023-04-0409621-00		NISSAN INFINITI LT LLC	AW86867/5N1AT2MXXLC763235/2020/NISSA/ROGUE S	706.01	0.00	0.00	0.00
409621	S816	P O BOX 254648 SACRAMENTO CA 95865	LINK # 2023-MS-0010961 Bank - S816/DMV CIVLS: 139836-5745024-Y	489.82	-285.55	-285.55	-285.55
2024-03-0349402-00		NISSAN INFINITI LT LLC	AND7093/3N1AB8DV8NY319830/2022/NISSA/SENTRA S	-285.55	0.00	-285.55	-285.55
349402	M025	P O BOX 254648 SACRAMENTO CA 95865	LINK # 2024-MV-0049530 Back Taxes/Bank - M025/DMV CIVLS: 139836-6931958-Y	489.82	0.00	0.00	0.00
2024-03-0349453-00		NISSAN INFINITI LT LLC	AW86867/5N1AT2MXXLC763235/2020/NISSA/ROGUE S	462.88	-462.88	-462.88	-462.88
349453	M025	P O BOX 254648 SACRAMENTO CA 95865	LINK # 2024-MV-0049511 Back Taxes/Bank - M025/DMV CIVLS: 139836-5745024-Y	-462.88	0.00	-462.88	-462.88
# Of Acct (s) : 23				272.36	0.00	0.00	0.00
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				-6,530.44	0.00	-6,530.44	-6,530.44
				13,359.84	0.00	0.00	0.00

**RECEIVED**  
NOV 24 2025  
RYAN ETC

**Inquiry Report**  
 Bill# Unique\_id Dist  
 Name Address City/State/zip

**NORMALK TAX COLLECTOR**  
 Name Address City/State/zip

Interest Date : 12/04/2025  
 Prop Loc/Veh. Info./Plan-Sew MBL/LINK #  
 Flags

TOT Inst Tax Due  
 TOT Adj Int Due  
 TOT Paid L/F/Bint Due  
 Balance Due Now  
 Discount

**DEC 4 2025**

Page : 1

2023-03-0350300-00 NISSAN INFINITI LT LLC  
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 M025 SACRAMENTO CA 95865  
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 LINK # 2024-MV-0049518  
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 LINK # 2024-MV-0049516  
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 LINK # 2024-MV-0049519  
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 LINK # 2024-MV-0049514  
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 346.50 0.00 0.00

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349433	M025	P O BOX 254648 SACRAMENTO CA 95865	LINK # 2024-MV-0049519 Back Taxes/Bank - M025/DWV CIVLS: 139836-6607907-Y	312.40	-182.14	-182.14
2024-03-0349464-00		NISSAN INFINITI LT LLC	AY39365/JN1BJ1AW6MW444732/2021/NISSA/ROGUE SP			
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2024-03-0349514-00		NISSAN INFINITI LT LLC	BF04309/1N6ED1EK2NN622181/2022/NISSA/FROTTIER			
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2024-03-0349516-00		NISSAN INFINITI LT LLC	BF05979/JN8AT3DD0MW319528/2021/NISSA/ROGUE PL			
349516	M025	P O BOX 254648 SACRAMENTO CA 95865	LINK # 2024-MV-0049516 Back Taxes/Bank - M025/DWV CIVLS: 139836-6541410-Y	425.48	-177.43	-177.43
2024-03-0349529-00		NISSAN INFINITI LT LLC	BG08429/1N6ED1EK5PN655159/2023/NISSA/FROTTIER			
349529	M025	P O BOX 254648 SACRAMENTO CA 95865	LINK # 2024-MV-0049541 Back Taxes/Bank - M025/DWV CIVLS: 139836-7084333-Y	474.98	-395.65	-395.65
2024-03-0349536-00		NISSAN INFINITI LT LLC	BG29474/JN1BJ1GW4NW471037/2022/NISSA/ROGUE SP			
349536	M025	P O BOX 254648 SACRAMENTO CA 95865	LINK # 2024-MV-0049521 Back Taxes/Bank - M025/DWV CIVLS: 139836-6655538-Y	374.44	-156.13	-156.13
2024-03-0349537-00		NISSAN INFINITI LT LLC	BG46622/3N1CP5BV0NL480911/2022/NISSA/KICKS S			
349537	M025	P O BOX 254648 SACRAMENTO CA 95865	LINK # 2024-MV-0049520 Back Taxes/Bank - M025/DWV CIVLS: 139836-6652067-Y	242.66	-101.20	-101.20
2024-03-0349561-00		NISSAN INFINITI LT LLC	BJ39129/5N1DR3DJ0PC211845/2023/NISSA/PATHTIND			
349561	M025	P O BOX 254648 SACRAMENTO CA 95865	LINK # 2024-MV-0049528 Back Taxes/Bank - M025/DWV CIVLS: 139836-6886324-Y	652.74	-380.56	-380.56
2024-03-0349574-00		NISSAN INFINITI LT LLC	BJ71198/JN8BT3BB4PW464596/2023/NISSA/ROGUE SV			
349574	M025	P O BOX 254648 SACRAMENTO CA 95865	LINK # 2024-MV-0049528 Back Taxes/Bank - M025/DWV CIVLS: 139836-6875003-Y	399.96	-133.19	-133.19
2024-03-0349576-00		NISSAN INFINITI LT LLC	BJ85238/JN8BT3BB2PW468601/2023/NISSA/ROGUE SV			
349576	M025	P O BOX 254648 SACRAMENTO CA 95865	LINK # 2024-MV-0049530 Back Taxes/Bank - M025/DWV CIVLS: 139836-6932499-Y	399.96	-166.78	-166.78
2024-03-0349583-00		NISSAN INFINITI LT LLC	BK32566/JN8BT3BB6PW468603/2023/NISSA/ROGUE SV			
349583	M025	P O BOX 254648 SACRAMENTO CA 95865	LINK # 2024-MV-0049531 Back Taxes/Bank - M025/DWV CIVLS: 139836-6963539-Y	399.96	-33.20	-33.20
				399.96	0.00	0.00

2024-03-0349585-00 NISSAN INFINITI LT LLC BK22636/5N1DR3DJ6PC214894/2023/NISSA/PATHEIND 652.74 -598.55 -598.55  
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2024-03-0349592-00 NISSAN INFINITI LT LLC BK54215/1N4BI4DV9PN365017/2023/NISSA/ALTIMA S 341.44 -227.74 -227.74  
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2024-03-0349597-00 NISSAN INFINITI LT LLC BK54256/1N6ED1CMT7PN635452/2023/NISSA/FRONTIER 459.36 -267.81 -267.81  
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2024-03-0349607-00 NISSAN INFINITI LT LLC BL06989/JN8AY2C05P9691348/2023/NISSA/ARMADA P 912.56 -684.42 -684.42  
 349607 P O BOX 254648 LINK # 2024-MV-0049538 -684.42 0.00 -684.42  
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2024-03-0349617-00 NISSAN INFINITI LT LLC BL48336/5N1DR3CD1PC243585/2023/NISSA/PATHEIND 567.16 -378.29 -378.29  
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2024-03-0349652-00 NISSAN INFINITI LT LLC BN26856/JN1BF0A2PM409783/2023/NISSA/ARIYA VE 617.76 -360.16 -360.16  
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2024-03-0349683-00 NISSAN INFINITI LT LLC BP50848/3N1AB8BV9RY308859/2024/NISSA/SENTRA S 286.00 -190.76 -190.76  
 349683 P O BOX 254648 LINK # 2024-MV-0049566 -190.76 0.00 -190.76  
 M025 SACRAMENTO CA 95865 Back Taxes/Bank - M025/DWV CIVLS: 139836-7458207-Y 0.00 0.00

2024-03-0349730-00 NISSAN INFINITI LT LLC PLUGIFY/JN1DF0CD5PM704179/2023/NISSA/ARIYA PL 787.82 -328.53 -328.53  
 349730 P O BOX 254648 LINK # 2024-MV-0049558 -328.53 0.00 -328.53  
 M025 SACRAMENTO CA 95865 Back Taxes/Bank - M025/DWV CIVLS: 139836-7339384-Y 0.00 0.00

# Of Acct (s) : 30 13,507.64 -7,823.84 -7,823.84  
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**Inquiry Report**      **NORMALK TAX COLLECTOR**

Interest Date : 12/09/2025

Page : 1

Bill#	Name	Prop Loc/Veh. Info./Plan-Sew	TOT Inst	Tax Due	Balance
Unique_id	Address	MBL/LINK #	TOT Adj	Int Due	Due Now
Dist	City/State/Zip	Flags	TOT Paid	L/F/Bint Due	Discount

2022-03-0349728-00	NISSAN INFINITI LT LLC	AS32770/5N1AF2MT2JC821804/2018/NISSA/ROGUE S	429.74	-429.74	-429.74
349728	P O BOX 254648		-429.74	0.00	-429.74
M066	SACRAMENTO CA 95865	Bank - M066/DWV CIVLS: 139836-5194788-0N	429.74	0.00	0.00

2023-03-0350176-00	NISSAN INFINITI LT LLC	AS32770/5N1AF2MT2JC821804/2018/NISSA/ROGUE S	355.11	-355.11	-355.11
350176	P O BOX 254648	LINK # 2023-MV-0046496	-355.11	0.00	-355.11
M046	SACRAMENTO CA 95865	Bank - M046/DWV CIVLS: 139836-5194788-Y	355.11	0.00	0.00

2023-03-0350296-00	NISSAN INFINITI LT LLC	BC18805/1N4BL4CW3MN355668/2021/NISSA/ALTIMA S	555.07	-231.48	-231.48
350296	P O BOX 254648	LINK # 2023-MV-0046508	-231.48	0.00	-231.48
M046	SACRAMENTO CA 95865	Bank - M046/DWV CIVLS: 139836-6236637-Y	555.07	0.00	0.00

# Of Acct (s) : 3

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1,339.92	0.00	0.00

DEC 09 2025

**Inquiry Report**

NORWALK TAX COLLECTOR

Interest Date : 12/15/2025

Page : 1

Bill#  
Unique\_id  
Dist

Name  
Address  
City/State/Zip

Prop Loc/Veh. Info./Plan-Sew  
MBL/LINK #  
Flags

TOT Inct  
TOT Adj  
TOT Paid

L/F/Bint Due  
Tax Due  
Int Due

Balance  
Due Now  
Discount

2023-03-0354417-00  
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PEREZ CRUZ JORGE M  
14 SPRING HILL AVE  
NORWALK CT 06850-3022

BH70440/1FTPX14536NB00157/2006/FORD/F150  
LINK # 2023-MV-0032481  
Back Taxes/DMV CIVLS: 6903133-4797422-N

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0.00

2023-03-0354418-00  
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PEREZ CRUZ JORGE M  
14 SPRING HILL AVE  
NORWALK CT 06850-3022

BH70441/WVWFA71F27V016961/2007/VOIKS/EOS 2.0T  
LINK # 2023-MV-0032481  
Back Taxes/DMV CIVLS: 6903133-6017783-N

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2023-03-0354421-00  
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PEREZ CRUZ JORGE M  
14 SPRING HILL AVE  
NORWALK CT 06850-3022

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LINK # 2023-MV-0032481  
Back Taxes/DMV CIVLS: 6903133-7131755-N

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2024-03-0353501-00  
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PEREZ CRUZ JORGE M  
14 SPRING HILL AVE  
NORWALK CT 06850-3022

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LINK # 2024-MV-0034501  
Back Taxes/DMV CIVLS: 6903133-7156013-N

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2024-03-0353503-00  
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PEREZ CRUZ JORGE M  
14 SPRING HILL AVE  
NORWALK CT 06850-3022

BJ71042/JM1BK324071731004/2007/MAZDA/MAZDA3S  
LINK # 2024-MV-0034501  
Back Taxes/DMV CIVLS: 6903133-5947471-N

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# Of Acct (s) : 5

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0.00

-288.87  
-288.87  
0.00

353.08

DEC 15 2025

**Inquiry Report**  
 Name: NORMAN TAX COLLECTOR  
 Address: CHANDLER AZ 85226  
 City/State/Zip: CHANDLER AZ 85226

Interest Date: 11/04/2025  
 Prop Loc/Veh. Info./Plan-Seq: MBL/CLINK # 21995

Page: 1  
 Tax Due: 0.00  
 Int Due: 0.00  
 Disc Due: 0.00  
 Balance: -1,353.57  
 Date Prev: 11/04/2025  
 Disc Prev: 0.00

2024-03-0368184-00	TOYOTA LEASE TRUST	3200 WEST RAY ROAD CHANDLER AZ 85226	ANZ0092/41:51:5KRNJ060205/2022/TOYOT/CANRY SE	347.92	-73.51	0.00	-1,353.57
368184	TOYOTA LEASE TRUST	3200 WEST RAY ROAD CHANDLER AZ 85226	LINK # 2024-NV-0049633 Bank - M032/DWV CIVLS: 139809-6620503-Y	347.92	-73.51	0.00	-1,353.57
2024-03-0368479-00	TOYOTA LEASE TRUST	3200 WEST RAY ROAD CHANDLER AZ 85226	HE98463/J2KFE8BY491474654/2021/MAZDA/CX-5 GRA	369.06	-306.59	0.00	-306.59
368479	TOYOTA LEASE TRUST	3200 WEST RAY ROAD CHANDLER AZ 85226	LINK # 2024-NV-0049622 Bank - M032/DWV CIVLS: 139809-6492847-Y	369.06	-306.59	0.00	-306.59
2024-03-0368484-00	TOYOTA LEASE TRUST	3200 WEST RAY ROAD CHANDLER AZ 85226	BE99488/3KVDNEDLIM311296/2021/MAZDA/CX-30 PR	345.84	-201.63	0.00	-201.63
368484	TOYOTA LEASE TRUST	3200 WEST RAY ROAD CHANDLER AZ 85226	LINK # 2024-NV-0049623 Bank - M032/DWV CIVLS: 139809-6496019-Y	345.84	-201.63	0.00	-201.63
2024-03-0368543-00	TOYOTA LEASE TRUST	3200 WEST RAY ROAD CHANDLER AZ 85226	BE37186/J1EAAAAMJN3095144/2022/TOYOT/VERIZA LE	448.80	-261.65	0.00	-261.65
368543	TOYOTA LEASE TRUST	3200 WEST RAY ROAD CHANDLER AZ 85226	LINK # 2024-NV-0049634 Bank - M032/DWV CIVLS: 139809-6635659-Y	448.80	-261.65	0.00	-261.65
2024-03-0368554-00	TOYOTA LEASE TRUST	3200 WEST RAY ROAD CHANDLER AZ 85226	BE56315/3HWCEZ5N868497117/2022/TOYOT/TACOMA D	439.34	-109.82	0.00	-109.82
368554	TOYOTA LEASE TRUST	3200 WEST RAY ROAD CHANDLER AZ 85226	LINK # 2024-NV-0049637 Bank - M032/DWV CIVLS: 139809-6674447-Y	439.34	-109.82	0.00	-109.82
2024-03-0368568-00	TOYOTA LEASE TRUST	3200 WEST RAY ROAD CHANDLER AZ 85226	BE88735/JTDEANDERJ057676/2022/TOYOT/CONROL:A	291.28	-72.82	0.00	-72.82
368568	TOYOTA LEASE TRUST	3200 WEST RAY ROAD CHANDLER AZ 85226	LINK # 2024-NV-0049639 Bank - M032/DWV CIVLS: 139809-6690827-Y	291.28	-72.82	0.00	-72.82
2024-03-0368573-00	TOYOTA LEASE TRUST	3200 WEST RAY ROAD CHANDLER AZ 85226	BE94421/3HWDRBCJ7M41E542/2022/MAZDA/CX-30 PR	340.56	-227.15	0.00	-227.15
368573	TOYOTA LEASE TRUST	3200 WEST RAY ROAD CHANDLER AZ 85226	LINK # 2024-NV-0049639 Bank - M032/DWV CIVLS: 139809-6706201-Y	340.56	-227.15	0.00	-227.15
<b>LOF Acct (#) : 7</b>				<b>2,581.70</b>	<b>-1,353.57</b>	<b>0.00</b>	<b>-1,353.57</b>
				<b>-1,353.57</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,353.57</b>
				<b>2,581.70</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Ryan recieved 11/17/2025

NOV 04 2025

**Inquiry Report**  
**NORWALK TAX COLLECTOR**

Bill# Name  
 Unique\_id Address  
 Dist City/State/Zip

Interest Date : 07/25/2025  
 Prop Loc/Veh. Info./Plan-Sew  
 MBL/LINK #  
 Flags

TOT Inst Page : 1  
 TOT Adj Tax Due  
 TOT Paid L/E/Blnt Due Int Due Balance  
 Due How Discount

2024-03-0368220-00	TOYOTA LEASE TRUST	AL36388/JTMD6RFV0MD009402/2021/TOYOT/RAV4 LIM	427.68	-427.68	0.00	-427.68
368220	3200 WEST RAY ROAD	LINK # 2024-NV-0049613	-427.68	0.00	0.00	-427.68
M032	CHANDLER AZ 85226	Bank - M032/DWV CIVLS: 139809-6021918-Y	427.68	0.00	0.00	0.00

2024-03-0368248-00	TOYOTA LEASE TRUST	A503195/JTMA3FV5RDI179754/2024/TOYOT/RAV4 PRI	602.14	-602.14	0.00	-602.14
368248	3200 WEST RAY ROAD	LINK # 2024-NV-0049695	-602.14	0.00	0.00	-602.14
M032	CHANDLER AZ 85226	Bank - M032/DWV CIVLS: 139809-7380636-Y	602.14	0.00	0.00	0.00

2024-03-0368272-00	TOYOTA LEASE TRUST	AU09533/JM3KFEEMIN1560455/2022/MAZDA/CX-5 PRE	418.22	-139.26	0.00	-139.26
368272	3200 WEST RAY ROAD	LINK # 2024-NV-0049637	-139.26	0.00	0.00	-139.26
M032	CHANDLER AZ 85226	Bank - M032/DWV CIVLS: 139809-6667208-Y	418.22	0.00	0.00	0.00

2024-03-0368273-00	TOYOTA LEASE TRUST	AU54081/JTHP9UBH3M2061074/2022/LEXUS/UX 250H	456.28	-228.14	0.00	-228.14
368273	3200 WEST RAY ROAD	LINK # 2024-NV-0049634	-228.14	0.00	0.00	-228.14
M032	CHANDLER AZ 85226	Bank - M032/DWV CIVLS: 139809-6633385-Y	456.28	0.00	0.00	0.00

2024-03-0368310-00	TOYOTA LEASE TRUST	AX34039/4T1G11AK1LU303752/2020/TOYOT/CAMRY SE	280.72	-280.72	0.00	-280.72
368310	3200 WEST RAY ROAD	LINK # 2024-NV-0049612	-280.72	0.00	0.00	-280.72
M032	CHANDLER AZ 85226	Bank - M032/DWV CIVLS: 139809-5771340-Y	280.72	0.00	0.00	0.00

2024-03-0368331-00	TOYOTA LEASE TRUST	AY67672/5TDF2RBH7LS030394/2020/TOYOT/HIGHLAND	526.02	-526.02	0.00	-526.02
368331	3200 WEST RAY ROAD	LINK # 2024-NV-0049613	-526.02	0.00	0.00	-526.02
M032	CHANDLER AZ 85226	Bank - M032/DWV CIVLS: 139809-5901041-Y	526.02	0.00	0.00	0.00

2024-03-0368338-00	TOYOTA LEASE TRUST	AZ09881/JM3KFBDM9L0835672/2020/MAZDA/CX-5 GRA	340.78	-340.78	0.00	-340.78
368338	3200 WEST RAY ROAD	LINK # 2024-NV-0049613	-340.78	0.00	0.00	-340.78
M032	CHANDLER AZ 85226	Bank - M032/DWV CIVLS: 139809-5992211-Y	340.78	0.00	0.00	0.00

2024-03-0368405-00	TOYOTA LEASE TRUST	BC64353/JTJDARDZ9M2254017/2021/LEXUS/NX 300 B	449.46	-449.46	0.00	-449.46
368405	3200 WEST RAY ROAD	LINK # 2024-NV-0049617	-449.46	0.00	0.00	-449.46
M032	CHANDLER AZ 85226	Bank - M032/DWV CIVLS: 139809-6307761-Y	449.46	0.00	0.00	0.00

2024-03-0368414-00	TOYOTA LEASE TRUST	BD23668/JTHG21E27SM5021969/2021/LEXUS/IS 350 F	518.54	-518.54	0.00	-518.54
368414	3200 WEST RAY ROAD	LINK # 2024-NV-0049618	-518.54	0.00	0.00	-518.54
M032	CHANDLER AZ 85226	Bank - M032/DWV CIVLS: 139809-6362000-Y	518.54	0.00	0.00	0.00

2024-03-0368454-00	TOYOTA LEASE TRUST	BE39444/JM3TCBDY9M0536443/2021/MAZDA/CX-9 GRA	506.44	-506.44	0.00	-506.44
368454	3200 WEST RAY ROAD	LINK # 2024-NV-0049620	-506.44	0.00	0.00	-506.44
M032	CHANDLER AZ 85226	Bank - M032/DWV CIVLS: 139809-6457554-Y	506.44	0.00	0.00	0.00

2024-03-0368530-00	TOYOTA LEASE TRUST	BG06699/JTHDZ5BN6NM129314/2022/TOYOT/TACOMA D	439.34	-256.15	0.00	-256.15
368530	3200 WEST RAY ROAD	LINK # 2024-NV-0049634	-256.15	0.00	0.00	-256.15
M032	CHANDLER AZ 85226	Bank - M032/DWV CIVLS: 139809-6627879-Y	439.34	0.00	0.00	0.00

2024-03-0368612-00	TOYOTA LEASE TRUST	BH81939/JMWDHBDL3MH445745/2022/MAZDA/CX-30 PR	375.76	-62.74	0.00	-62.74
368612	3200 WEST RAY ROAD	LINK # 2024-NV-0049641	-62.74	0.00	0.00	-62.74
M032	CHANDLER AZ 85226	Bank - M032/DWV CIVLS: 139809-6801764-Y	375.76	0.00	0.00	0.00

\*2024-03-0368768-00 TOYOTA LEASE TRUST BH43475/JTHMB3FV3FD162535/2023/TOYOT/RAV4 PRI

368768	3200 WEST RAY ROAD	LINK # 2024-NV-0049683	595.10	-515.71	-515.71
MO32	CHANDLER AZ 85226	Bank - MO32/DNV CIVLS: 139809-7242545-y	-545.71	0.00	-545.71
			595.10	0.00	0.00
2024-03-0368940-00	TOYOTA LEASE TRUST	CPUCCL/3M2BPBM2MM209594/2021/MAZDA/3 SELECT			
368940	3200 WEST RAY ROAD	LINK # 2024-NV-0049616	278.30	-278.30	-278.30
MO32	CHANDLER AZ 85226	Bank - MO32/DNV CIVLS: 139809-6192112-y	-278.30	0.00	-278.30
			278.30	0.00	0.00
# Of Acct (*) : 14			6,214.78	-5,162.08	-5,162.08
			-5,162.08	0.00	-5,162.08
			6,214.78	0.00	0.00

**Inquiry Report**

NORWALK TAX COLLECTOR

Interest Date : 12/23/2025

Page : 1

Bill#  
Unique\_id  
Dist

Name  
Address  
City/State/Zip

Prop Loc/Veh. Info./Plan-Sew  
MBL/LINK #  
Flags

TOT Inst  
TOT Adj  
TOT Paid

Tax Due  
Int Due  
L/F/Bint Due

Balance  
Due Now  
Discount

2024-03-0368469-00	TOYOTA LEASE TRUST	BE90061/4T3RMRV4M004128/2021/TOYOT/RAV4 XLE	344.08	-28.56	-28.56
368469	3200 WEST RAY ROAD	LINK # 2024-WV-0049624	-28.56	0.00	-28.56
M032	CHANDLER AZ 85226	Bank - M032/DWV CIVLS: 139809-6504910-Y	344.08	0.00	0.00

2024-03-0368504-00	TOYOTA LEASE TRUST	BF60963/2T2BAMCA8RC059118/2024/LEXUS/RX 350 B	822.36	-137.32	-137.32
368504	3200 WEST RAY ROAD	LINK # 2024-WV-0049715	-137.32	0.00	-137.32
M032	CHANDLER AZ 85226	Bank - M032/DWV CIVLS: 139809-7556518-Y	822.36	0.00	0.00

2024-03-0368615-00	TOYOTA LEASE TRUST	BH87088/JTESUSJR9P6091246/2023/TOYOT/4RUNNER	570.02	-47.32	-47.32
368615	3200 WEST RAY ROAD	LINK # 2024-WV-0049648	-47.32	0.00	-47.32
M032	CHANDLER AZ 85226	Bank - M032/DWV CIVLS: 139809-6826287-Y	570.02	0.00	0.00

2024-03-0368639-00	TOYOTA LEASE TRUST	BJ63275/2T3F1RPV1NM324723/2022/TOYOT/RAV4 LE	344.08	-28.56	-28.56
368639	3200 WEST RAY ROAD	LINK # 2024-WV-0049650	-28.56	0.00	-28.56
M032	CHANDLER AZ 85226	Bank - M032/DWV CIVLS: 139809-6857506-Y	344.08	0.00	0.00

# OF Acct (s) : 4			2,080.54	-241.76	-241.76
			-241.76	0.00	-241.76
			2,080.54	0.00	0.00

**Inquiry Report**

**NORMALK TAX COLLECTOR**

**Interest Date : 11/04/2025**

**Page : 1**

Bill#  
Unique\_id  
Dist

Name  
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City/State/zip

Prop Loc/Veh. Info./Plan-Sew  
MBL/LINK #  
Flags

TOT Inst  
TOT Adj  
TOT Paid

Tax Due  
Int Due  
L/F/Bint Due

Balance  
Due Now  
Discount

2024-03-0370960-00	VAULT TRUST	BB42304/1C4HJXEN4MM670070/2021/JEEP/WRANGLER	446.38	-148.65	-148.65
370960 M034	500 WOODWARD AVE DETROIT MI 48226	LINK # 2024-MV-0049736 Bank - M034/DMV CIVLS: 115263-6186658-Y	-148.65	0.00	-148.65
2024-03-0370961-00	VAULT TRUST	BB42399/1C6JTTG5ML543154/2021/JEEP/GLADIATO	506.66	-168.72	-168.72
370961 M034	500 WOODWARD AVE DETROIT MI 48226	LINK # 2024-MV-0049736 Bank - M034/DMV CIVLS: 115263-6204368-Y	-168.72	0.00	-168.72
2024-03-0370964-00	VAULT TRUST	BC07300/JAATWAA9NZ001280/2022/MITSU/ECLIPSE	341.88	-170.94	-170.94
370964 M034	500 WOODWARD AVE DETROIT MI 48226	LINK # 2024-MV-0049737 Bank - M034/DMV CIVLS: 115263-6246886-Y	-170.94	0.00	-170.94
2024-03-0370979-00	VAULT TRUST	BC71688/ZARFANAN5M7648483/2021/ALFA/GIULIA S	478.72	-239.36	-239.36
370979 M034	500 WOODWARD AVE DETROIT MI 48226	LINK # 2024-MV-0049739 Bank - M034/DMV CIVLS: 115263-6448529-Y	-239.36	0.00	-239.36
2024-03-0370997-00	VAULT TRUST	BEB8652/5NMS3DAJ5NH406488/2022/HYUND/SANTA FE	449.24	-37.29	-37.29
370997 M034	500 WOODWARD AVE DETROIT MI 48226	LINK # 2024-MV-0049740 Bank - M034/DMV CIVLS: 115263-6499854-Y	-37.29	0.00	-37.29
2024-03-0371003-00	VAULT TRUST	BF48224/1C4RJFBG4MC875118/2021/JEEP/GRAND CH	449.24	-203.02	-203.02
371003 M034	500 WOODWARD AVE DETROIT MI 48226	LINK # 2024-MV-0049741 Bank - M034/DMV CIVLS: 115263-6532904-Y	-203.02	0.00	-203.02
2024-03-0371012-00	VAULT TRUST	BF67527/5NMJCCAE9NH084883/2022/HYUND/TUCSON S	486.86	-132.09	-132.09
371012 M034	500 WOODWARD AVE DETROIT MI 48226	LINK # 2024-MV-0049742 Bank - M034/DMV CIVLS: 115263-6559614-Y	-132.09	0.00	-132.09
2024-03-0371021-00	VAULT TRUST	BG20299/1C4RJKA5N8542103/2022/JEEP/GRAND CH	503.80	-167.77	-167.77
371021 M034	500 WOODWARD AVE DETROIT MI 48226	LINK # 2024-MV-0049745 Bank - M034/DMV CIVLS: 115263-6655292-Y	-167.77	0.00	-167.77
2024-03-0371028-00	VAULT TRUST	BG84842/3VV2B7AX7MM070317/2022/VOLKS/TIGUAN S	381.92	-159.26	-159.26
371028 M034	500 WOODWARD AVE DETROIT MI 48226	LINK # 2024-MV-0049745 Bank - M034/DMV CIVLS: 115263-6698401-Y	-159.26	0.00	-159.26
2024-03-0371080-00	VAULT TRUST	BM15021/1C4RJKA5N8542103/2023/JEEP/GRAND CH	784.30	-65.10	-65.10
371080 M034	500 WOODWARD AVE DETROIT MI 48226	LINK # 2024-MV-0049753 Bank - M034/DMV CIVLS: 115263-7170417-Y	-65.10	0.00	-65.10
# Of Acct (s) : 10			4,776.42	-1,492.20	-1,492.20
			-1,492.20	0.00	-1,492.20
			4,776.42	0.00	0.00

NOV 04 2025



**Inquiry Report**

NORWALK TAX COLLECTOR  
 Name  
 Address  
 City/State/Zip

Interest Date : 12/04/2025  
 Prop Loc/Veh. Info./Plan-Sew  
 MBL/LINK #  
 Flags

Page : 2  
 Tax Due  
 Int Due  
 Due Now  
 Balance  
 TOT Inst  
 TOT Adj  
 TOT Paid  
 L/F/B/Int Due  
 Discount

Bill#	Unique_id	Name	Address	City/State/Zip	Interest Date	Prop Loc/Veh. Info./Plan-Sew	MBL/LINK #	Flags	TOT Inst	TOT Adj	TOT Paid	L/F/B/Int Due	Balance Due Now
2023-03-0369172-00	M087	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER AZ 85226	AL85284/STDGZRBHIMS06364/2021/TOYOT/HIGHLAND	LINK # 2023-WV-0046586	Back Taxes/Bank - M087/DWV CIVLS: 139809-6023488-X		829.35	-207.32	0.00	-207.32	-207.32
2023-03-0369174-00	M087	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER AZ 85226	AM06027/JTDT4MCEXMJ065003/2021/TOYOT/COROLLA	LINK # 2023-WV-0046586	Back Taxes/Bank - M087/DWV CIVLS: 139809-6053088-Y		550.52	-412.89	0.00	-412.89	-412.89
2023-03-0369178-00	M087	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER AZ 85226	AM20256/58AGI1D15MU004178/2021/LEXUS/ES 250 B	LINK # 2023-WV-0046586	Back Taxes/Bank - M087/DWV CIVLS: 139809-6111444-Y		860.19	-143.64	0.00	-143.64	-143.64
2023-03-0369183-00	M087	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER AZ 85226	AM52726/JTDEPMAE9MJ129521/2021/TOYOT/COROLLA	LINK # 2023-WV-0046587	Back Taxes/Bank - M087/DWV CIVLS: 139809-6017274-Y		462.88	-385.59	0.00	-385.59	-385.59
2023-03-0369199-00	M087	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER AZ 85226	AN85713/STDYSKFC6MS021724/2021/TOYOT/SIENNA X	LINK # 2023-WV-0046588	Back Taxes/Bank - M087/DWV CIVLS: 139809-6262041-Y		1,021.52	-340.18	0.00	-340.18	-340.18
2023-03-0369215-00	M087	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER AZ 85226	AR52632/2T3D6REV7MM021842/2021/TOYOT/RAV4 LIM	LINK # 2023-WV-0046590	Back Taxes/Bank - M087/DWV CIVLS: 139809-6182810-Y		924.79	-462.40	0.00	-462.40	-462.40
2023-03-0369232-00	M087	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER AZ 85226	AS47823/2T3G1RFV8MC168460/2021/TOYOT/RAV4 LE	LINK # 2023-WV-0046592	Back Taxes/Bank - M087/DWV CIVLS: 139809-6093917-Y		635.24	-582.52	0.00	-582.52	-582.52
2023-03-0369234-00	M087	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER AZ 85226	AS56834/5TDKSKFCXMS019688/2021/TOYOT/SIENNA L	LINK # 2023-WV-0046592	Back Taxes/Bank - M087/DWV CIVLS: 139809-6274645-Y		911.80	-227.93	0.00	-227.93	-227.93
2023-03-0369239-00	M087	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER AZ 85226	AT00093/JTMAB3FV1MD044302/2021/TOYOT/RAV4 PRI	LINK # 2023-WV-0046592	Back Taxes/Bank - M087/DWV CIVLS: 139809-6371223-Y		800.46	-400.23	0.00	-400.23	-400.23
2023-03-0369268-00	M087	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER AZ 85226	AV40482/JTHR9JBH5M2048155/2021/LEXUS/UX 250H	LINK # 2023-WV-0046595	Back Taxes/Bank - M087/DWV CIVLS: 139809-6344649-Y		833.90	-69.21	0.00	-69.21	-69.21
2023-03-0369286-00		TOYOTA LEASE TRUST			AW77161/2T2HZMDA9MC287834/2021/LEXUS/RX 350			958.22	-399.58	0.00	-399.58	-399.58	

**Inquiry Report** NORWALK TAX COLLECTOR  
 Bill # Name Address City/State/Zip  
 Unique\_id  
 Dist

Interest Date : 12/04/2025  
 Prop Loc/Veh.Info./Plan-Sew  
 MBL/LINK #  
 Plags

Page : 3  
 TOT Inst Tax Due Balance  
 TOT Adj Int Due Int Due Due Now  
 TOT Paid L/F/Bint Due Discount

369286 M087 3200 WEST RAY ROAD CHANDLER AZ 85226  
 LINK # 2023-MV-0046597  
 Back Taxes/Bank - M087/DWV CIVLS: 139809-6198820-Y  
 -399.58 0.00 -399.58  
 958.22 0.00 0.00

2023-03-0369296-00 TOYOTA LEASE TRUST  
 369296 M087 3200 WEST RAY ROAD CHANDLER AZ 85226  
 AX27066/2T2SSZMDA5LC226856/2020/LEXUS/RX 350 F  
 LINK # 2023-MV-0046598  
 Back Taxes/Bank - M087/DWV CIVLS: 139809-5761839-Y  
 910.18 -530.63 -530.63  
 -530.63 0.00 -530.63  
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2023-03-0369307-00 TOYOTA LEASE TRUST  
 369307 M087 3200 WEST RAY ROAD CHANDLER AZ 85226  
 AY12232/5YFP4MCE8MP065062/2021/TOYOT/COROLLA  
 LINK # 2023-MV-0046599  
 Back Taxes/Bank - M087/DWV CIVLS: 139809-6297169-Y  
 537.86 -134.45 -134.45  
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 537.86 0.00 0.00

2023-03-0369331-00 TOYOTA LEASE TRUST  
 369331 M087 3200 WEST RAY ROAD CHANDLER AZ 85226  
 AZ11611/3MVDMBCL9LMI34609/2020/MAZDA/CX-30 SE  
 LINK # 2023-MV-0046602  
 Back Taxes/Bank - M087/DWV CIVLS: 139809-5931250-Y  
 504.43 -41.87 -41.87  
 -41.87 0.00 -41.87  
 504.43 0.00 0.00

2023-03-0369335-00 TOYOTA LEASE TRUST  
 369335 M087 3200 WEST RAY ROAD CHANDLER AZ 85226  
 AZ14457/2T3RWRV01W089856/2020/TOYOT/RAV4 XLE  
 LINK # 2023-MV-0046602  
 Back Taxes/Bank - M087/DWV CIVLS: 139809-5973716-Y  
 695.94 -290.19 -290.19  
 -290.19 0.00 -290.19  
 695.94 0.00 0.00

2023-03-0369346-00 TOYOTA LEASE TRUST  
 369346 M087 3200 WEST RAY ROAD CHANDLER AZ 85226  
 AZ91592/2T3PIRFV8MC148435/2021/TOYOT/RAV4 XLE  
 LINK # 2023-MV-0046603  
 Back Taxes/Bank - M087/DWV CIVLS: 139809-6014891-Y  
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 693.02 0.00 0.00

2023-03-0369350-00 TOYOTA LEASE TRUST  
 369350 M087 3200 WEST RAY ROAD CHANDLER AZ 85226  
 A298781/2T3F1RFV6MC202407/2021/TOYOT/RAV4 LE  
 LINK # 2023-MV-0046603  
 Back Taxes/Bank - M087/DWV CIVLS: 139809-6225798-Y  
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2023-03-0369353-00 TOYOTA LEASE TRUST  
 369353 M087 3200 WEST RAY ROAD CHANDLER AZ 85226  
 BA04460/JM3KFBDM7M0301992/2021/MAZDA/CX-5 GRA  
 LINK # 2023-MV-0046604  
 Back Taxes/Bank - M087/DWV CIVLS: 139809-6015254-Y  
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 -470.35 0.00 -470.35  
 627.13 0.00 0.00

2023-03-0369380-00 TOYOTA LEASE TRUST  
 369380 M087 3200 WEST RAY ROAD CHANDLER AZ 85226  
 BA70680/2T3A1RFV5MC161861/2021/TOYOT/RAV4 XLE  
 LINK # 2023-MV-0046606  
 Back Taxes/Bank - M087/DWV CIVLS: 139809-6076669-Y  
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 -316.45 0.00 -316.45  
 758.91 0.00 0.00

2023-03-0369429-00 TOYOTA LEASE TRUST  
 369429 M087 3200 WEST RAY ROAD CHANDLER AZ 85226  
 BB43470/JTDKAMFPM3168433/2021/TOYOT/PRIUS PR  
 LINK # 2023-MV-0046611  
 Back Taxes/Bank - M087/DWV CIVLS: 139809-6192742-Y  
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 635.57 0.00 0.00

2023-03-0369457-00 TOYOTA LEASE TRUST  
 369457 3200 WEST RAY ROAD  
 BB90641/JTDEAMDE4MJ028254/2021/TOYOT/COROLLA  
 LINK # 2023-MV-0046614  
 543.06 -135.75 -135.75  
 -135.75 0.00 -135.75  
 543.06 0.00 0.00

**Inquiry Report**

NORWALK TAX COLLECTOR

Interest Date : 12/04/2025

Page : 4

Bill #  
Unique\_id  
Dist

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City/State/Zip

Prop Loc/Veh. Info./Plan-Sew  
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Flags

TOT Inst  
TOT Adj  
TOT Paid

Tax Due  
Int Due  
L/F/Bint Due

Balance  
Due Now  
Discount

M087 CHANDLER AZ 85226 Back Taxes/Bank - M087/DMV CIVLS: 139809-6259376-Y 543.06 0.00 0.00

2023-03-0369468-00 TOYOTA LEASE TRUST BC06322/JTDEAMDE0MJ028512/2021/TOYOT/COROLLA 543.06 -180.84 -180.84

369468 M087 3200 WEST RAY ROAD CHANDLER AZ 85226 LINK # 2023-MW-0046615 Back Taxes/Bank - M087/DMV CIVLS: 139809-6267415-Y -180.84 0.00 -180.84

2023-03-0369471-00 TOYOTA LEASE TRUST BC09373/JM3KFBGM3M1365538/2021/MAZDA/CX-5 TOU 543.06 0.00 0.00

369471 M087 3200 WEST RAY ROAD CHANDLER AZ 85226 LINK # 2023-MW-0046616 Back Taxes/Bank - M087/DMV CIVLS: 139809-6215453-Y -246.63 0.00 -246.63

2023-03-0369477-00 TOYOTA LEASE TRUST BC16231/JTJAMTBX9M5292619/2021/LEXUS/GX 460 591.42 -246.63 -246.63

369477 M087 3200 WEST RAY ROAD CHANDLER AZ 85226 LINK # 2023-MW-0046616 Back Taxes/Bank - M087/DMV CIVLS: 139809-6286219-Y -274.93 0.00 -274.93

2023-03-0369483-00 TOYOTA LEASE TRUST BC32044/4TIG1AK9MU568050/2021/TOYOT/CAMRY SE 1,099.74 1,099.74 0.00

369483 M087 3200 WEST RAY ROAD CHANDLER AZ 85226 LINK # 2023-MW-0046617 Back Taxes/Bank - M087/DMV CIVLS: 139809-6235200-Y -138.77 0.00 -138.77

2023-03-0369484-00 TOYOTA LEASE TRUST BC56092/JTJDARD28M2250878/2021/LEXUS/NX 300 B 555.07 555.07 0.00

369484 M087 3200 WEST RAY ROAD CHANDLER AZ 85226 LINK # 2023-MW-0046617 Back Taxes/Bank - M087/DMV CIVLS: 139809-6264789-Y -63.62 0.00 -63.62

2023-03-0369485-00 TOYOTA LEASE TRUST BC58810/JM3KFBM3M1334453/2021/MAZDA/CX-5 SPO 766.38 766.38 0.00

369485 M087 3200 WEST RAY ROAD CHANDLER AZ 85226 LINK # 2023-MW-0046617 Back Taxes/Bank - M087/DMV CIVLS: 139809-6259134-Y -188.86 0.00 -188.86

2023-03-0369494-00 TOYOTA LEASE TRUST BC64354/58AD2B1XWU102993/2021/LEXUS/ES 350 567.08 567.08 0.00

369494 M087 3200 WEST RAY ROAD CHANDLER AZ 85226 LINK # 2023-MW-0046618 Back Taxes/Bank - M087/DMV CIVLS: 139809-6308803-Y -207.10 0.00 -207.10

2023-03-0369510-00 TOYOTA LEASE TRUST BD17001/5YFP4MCEXMP093557/2021/TOYOT/COROLLA 828.38 828.38 0.00

369510 M087 3200 WEST RAY ROAD CHANDLER AZ 85226 LINK # 2023-MW-0046619 Back Taxes/Bank - M087/DMV CIVLS: 139809-6347332-Y -134.45 0.00 -134.45

2023-03-0369512-00 TOYOTA LEASE TRUST BD17034/2T3G1RFV2MW220583/2021/TOYOT/RAV4 LE 537.86 537.86 0.00

369512 M087 3200 WEST RAY ROAD CHANDLER AZ 85226 LINK # 2023-MW-0046620 Back Taxes/Bank - M087/DMV CIVLS: 139809-6363182-Y -158.79 0.00 -158.79

2023-03-0369532-00 TOYOTA LEASE TRUST BD41139/5TDGZRBH9MS140546/2021/TOYOT/HIGHLAND 635.24 635.24 0.00

369532 M087 3200 WEST RAY ROAD CHANDLER AZ 85226 LINK # 2023-MW-0046622 Back Taxes/Bank - M087/DMV CIVLS: 139809-6367889-Y -138.50 0.00 -138.50

2023-03-0369532-00 TOYOTA LEASE TRUST BD41139/5TDGZRBH9MS140546/2021/TOYOT/HIGHLAND 829.35 829.35 0.00

2023-03-0369537-00	TOYOTA LEASE TRUST	BD43246/4T1T11BK5M0043760/2021/TOYOT/CAMRY SE	586.88	-195.44	-195.44
369537	3200 WEST RAY ROAD	LINK # 2023-MV-0046622	-195.44	0.00	-195.44
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DMV CIVLS: 139809-6355852-X	586.88	0.00	0.00
2023-03-0369545-00	TOYOTA LEASE TRUST	BD61783/JTME6RFV7MJ007572/2021/TOYOT/RAV4 XSE	893.62	-149.25	-149.25
369545	3200 WEST RAY ROAD	LINK # 2023-MV-0046623	-149.25	0.00	-149.25
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DMV CIVLS: 139809-6393657-X	893.62	0.00	0.00
2023-03-0369567-00	TOYOTA LEASE TRUST	BD91715/JTJH2KFA4M2034261/2021/LEXUS/RX 350 L	1,036.12	-85.98	-85.98
369567	3200 WEST RAY ROAD	LINK # 2023-MV-0046625	-85.98	0.00	-85.98
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DMV CIVLS: 139809-6412067-X	1,036.12	0.00	0.00
2023-03-0369801-00	TOYOTA LEASE TRUST	BJ73157/4T1C11AK1PUI09520/2023/TOYOT/CAMRY LE	642.38	-267.86	-267.86
369801	3200 WEST RAY ROAD	LINK # 2023-MV-0046649	-267.86	0.00	-267.86
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DMV CIVLS: 139809-6882768-X	642.38	0.00	0.00
2023-03-0369838-00	TOYOTA LEASE TRUST	BK45889/2T2GCEZ0PC031313/2023/LEXUS/NX 350	1,031.90	-688.28	-688.28
369838	3200 WEST RAY ROAD	LINK # 2023-MV-0046652	-688.28	0.00	-688.28
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DMV CIVLS: 139809-7005170-X	1,031.90	0.00	0.00
2023-03-0369846-00	TOYOTA LEASE TRUST	BK69614/3TYC25AN8MT025410/2021/TOYOT/TACOMA D	865.71	-288.28	-288.28
369846	3200 WEST RAY ROAD	LINK # 2023-MV-0046653	-288.28	0.00	-288.28
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DMV CIVLS: 139809-6991877-X	865.71	0.00	0.00
2023-03-0369944-00	TOYOTA LEASE TRUST	PEEV1/JTUGARD29L2221403/2020/LEXUS/NX	729.38	-607.59	-607.59
369944	3200 WEST RAY ROAD	LINK # 2023-MV-0046663	-607.59	0.00	-607.59
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DMV CIVLS: 139809-5639804-X	729.38	0.00	0.00
2023-03-0369945-00	TOYOTA LEASE TRUST	PEEV4/JTHC81P20M5047136/2021/LEXUS/IS 300	831.63	-138.90	-138.90
369945	3200 WEST RAY ROAD	LINK # 2023-MV-0046663	-138.90	0.00	-138.90
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DMV CIVLS: 139809-6366474-X	831.63	0.00	0.00
<b># Of Acct (s) : 50</b>			<b>36,377.60</b>	<b>-13,765.43</b>	<b>-13,765.43</b>
			<b>36,377.60</b>	<b>0.00</b>	<b>36,377.60</b>

**GENERAL DATA REAL ESTATE NORMALK TAX COLLECTOR**

**AS OF 01/06/2026**



BILL NO: 2023-01-0119321  
 UNIT/QUE ID: 3-17-40-A

ORIGINAL OWNER: NORMALK CENTER LLC  
 C/O:

ONE INTERNATIONAL PLACE STE 18

LINK#  
 FILE#  
 BANK:  
 ESCROW:  
 VOL/PAGE: 6059-243  
 LIEN VOL/PAGE:  
 DISTRICT: 3 -

ADDRESS:  
 ADDRESS2:  
 CITY ST ZIP:  
 COUNTRY:  
 PROP LOC.:  
 EXR PROP LOC:  
 BOSTON MA 02110  
 10 NORDEN PL A  
 A

M/B/L: 3 17 40 A

PLAN CODE: S2  
 PROP ASSESSED: 20,434,570  
 EXEMPTIONS:  
 COC CHANGE: -5,384,570  
 NET VALUE: 15,050,000  
 MILL RATE: 23.5445

DESCRIPTION:  
 ELD CODE:  
 EXMPT CHANGE:  
 0  
 -2,043,427

**\*\*\* BILLED \*\*\***

INST1	216,505.14	TOWN	SEWER	296.00	TOTALS
INST2	216,505.14			296.00	216,801.14
INST3	0.00			0.00	216,801.14
INST4	0.00			0.00	0.00
ADJS	-78,665.54			0.00	-78,665.54
TOT TAX	354,344.74			0.00	354,936.74
TOTAL PAID:	433,010.28			592.00	433,602.28

**\*\*\* PAYMENTS \*\*\***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Adj	6	12/09/2025	00	2257750R	T	-78,665.54	0.00	0.00	0.00	0.00
Pmt	5	11/07/2024		99/9999/1	T	216,801.14	0.00	0.00	0.00	216,801.14
Pmt	2	08/14/2024		20/619/5	T	216,801.14	6,504.03	0.00	0.00	223,305.17
				20/534/118	T					

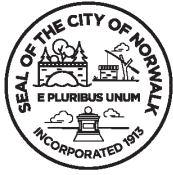
TOTAL PAYMENTS

TOTAL BALANCE DUE AS OF 01/06/2026

INT DUE	TOWN	0.00	SEWER	0.00	TOTAL
LIEN DUE		0.00		0.00	0.00
FEES DUE		0.00		0.00	0.00
TAX DUE NOW		-78,665.54		-78,665.54	-78,665.54
TOT DUE NOW		-78,665.54		-78,665.54	-78,665.54
BALANCE DUE		-78,665.54		-78,665.54	-78,665.54

**\*\*\* FLAGS \*\*\***

Circuit Breaker Amount 0 Benefit Year 0  
 Invalid Address Flag No  
 Last Adjustment Reason COURT STIP 2023 GL



# Transportation Mobility & Parking

CITY OF NORWALK  
Transportation Mobility & Parking  
P: 203-854-7335  
Norwalk City Hall  
125 East Avenue, PO Box 5125  
Norwalk, CT 06856-5125

To: Finance and Claims Committee of the Norwalk City Council

From: Benjamin Yeung, P.E. – Senior Traffic Engineer, Transportation, Mobility, and Parking (TMP)

CC: Chitsamay Lam – Comptroller  
Jared Schmitt – Chief Financial Officer  
Tom Ellis – Director of Management and Budgets  
James Travers – Director, TMP  
Garrett Bolella – Assistant Director, TMP

**Subject: January 2026 Agenda - Authorize the Appropriation of \$500,000 from the Municipal Grant in Aid (Fund 58) for the fiscal year ending June 30, 2026, for the Design and/or Construction of the Roundabout at the Intersection of South Main Street, Meadow Street, Wilson Avenue, & Meadow Street Extension.**

**Date: January 15, 2026**

## **Background and Project Description**

The South Norwalk Elementary School (the “School”, which is planned for renaming in 2026 for Ruby Shaw, pending City Council approval) at 1 Meadow Street Extension recently opened in the Fall of 2025, warmly welcoming hundreds of students and parents. The School is immediately adjacent to the intersection of South Main Street, Meadow Street (Rt. 136), Wilson Avenue (Rt. 136), and Meadow Street Extension (the “Intersection”). The Traffic Impact Assessment prepared for the School prior to opening estimated that 55% of vehicular traffic to and from the School would pass through the Intersection.

Currently, the Intersection is configured as two very closely-spaced, skewed, T-intersections (**Figure 1**). The unusual configuration leads to inefficiencies in traffic flow, and poor sightlines at the Intersection lead to traffic safety issues. The hazards are exacerbated by a relatively high percentage of heavy vehicles (~15%). Crash data from January 2015 to December 2023, revealed that this Intersection is in the top ten percent most dangerous intersections by crash rate citywide, with several crashes involving vulnerable roadway users prior to 2020. Since the opening of the adjacent School, peak hour vehicle and pedestrian volumes are expected to have increased at the Intersection, which in turn raises the risk exposure for this location.

The non-standard configuration of the Intersection is related to an unused rail spur and associated wing wall structure in the northwest quadrant of the Intersection (**Figure 2**). The City of Norwalk recently acquired this vacant, abandoned rail spur property by eminent domain, with the transfer completed in December 2024. This allows us to align South Main Street, to the north, with Wilson Avenue to the south, such that a modern roundabout at the Intersection can be constructed (**Figure 3**). These needed roadway improvements will simplify turning movements, improve sightlines, and make it easier for drivers to anticipate the movements of other drivers and of vulnerable roadway users such as pedestrians and bicyclists.

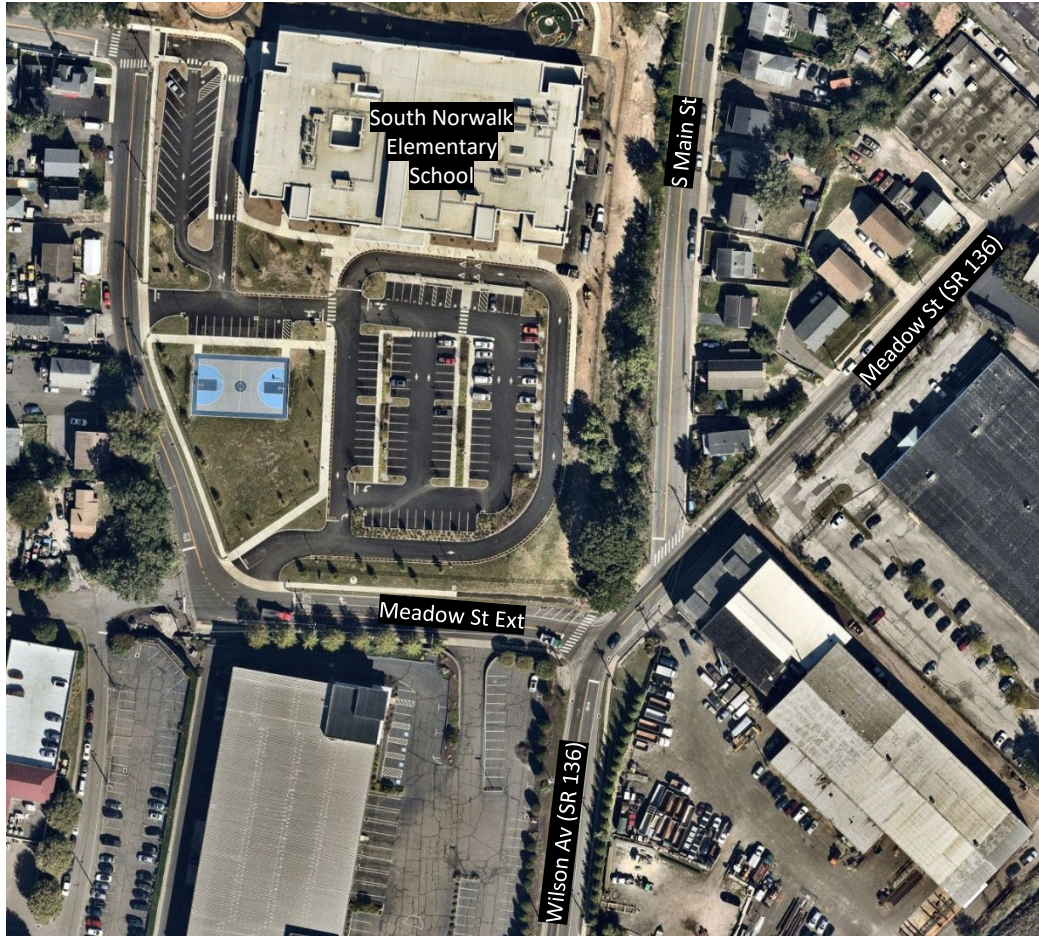


Figure 1. Aerial View of the Intersection of South Main Street, Meadow Street, Wilson Avenue, and Meadow Street Extension



Figure 2. Overhead Photo showing wingwall for former rail spur, at the Intersection of South Main Street, Meadow Street, Wilson Avenue, and Meadow Street Extension



Figure 3. Proposed Roundabout Concept Plan – Aerial Image Background

Traffic analysis and engineering judgment show that these improvements will allow the Intersection to better accommodate future traffic demand and mitigate or eliminate existing safety issues. Crucially, the redesign will give pedestrians a safer, more comfortable walking experience by providing landscaped amenity zones between the sidewalk and the curb on all approaches to the Intersection, and it will provide marked pedestrian crosswalks across each leg of the roundabout. The redesign will also provide an opportunity to accommodate supplemental student pick-up and drop-off on South Main Street. The proposed roundabout will allow these vehicles to return northbound on South Main Street, mitigating cut through traffic in the local neighborhoods.

The authorization for which action is requested here is only for **Phase 1 Construction** of the roundabout project, which is intended to advance preliminary site work, including the removal of the existing railroad embankment, in the Spring of 2026. This work would be completed ahead of Phase 2, which consists of construction on the roundabout itself. The design of the roundabout is planned to be finalized by Spring 2026 and Phase 2 construction would start in the Summer of 2026 to minimize traffic impacts during the school year.

### **Funding and Schedule**

In September 2023, the City's Common Council approved a special capital appropriation of \$1 million for the City's Transportation, Mobility, and Parking (TMP) Department for roadway improvements at this Intersection, a portion of which is used/encumbered for design and engineering services. Another \$1 million was appropriated to the City's Department of Public Works (DPW) to address flooding issues at the Intersection. In the Fall of 2024, the City of Norwalk was awarded \$2.5 million in construction funding for this project through the Community Investment Fund 2030 (CIF), which is a State program for fostering economic development in historically underserved communities throughout Connecticut.

Finally, in December 2025, \$10 million in State appropriations through FY26 Municipal Grants-in-Aid funding was awarded to the City of Norwalk. The authorization for which action is requested here is for \$500,000 of that total amount to be allocated to this project.

The new funding source is critical for obtaining approval to proceed with Phase 1 Construction of the roundabout project, which is intended to advance preliminary site work, including the removal of the existing railroad embankment, in the Spring of 2026. A contract with A. Vitti Excavators, LLC for \$849,497.00 is to be reviewed this month by the Economic and Community Development Committee of the Norwalk City Council, and TMP would tentatively seek approval from the full Council in the same meeting as this project, on January 27<sup>th</sup>, 2026. This Phase 1 work (Project TMP 2025-6) is to be funded through a combination of the remainder of TMP's \$1 million City capital appropriation, as well as a portion of the requested \$500,000 Municipal Grant-in-Aid funding.

The Phase 1 work needs to be completed ahead of Phase 2, which consists of construction on the roundabout itself. The design of the roundabout is planned to be finalized by Spring 2026 and Phase 2 construction would start in the Summer of 2026 to minimize traffic impacts during the school year. Any unused amount of the \$500,000 Municipal Grant-in-Aid funding would likely be applied toward the cost of Phase 2 construction.

### **REQUESTED ACTION:**

**Authorize the Appropriation of \$500,000 from the Municipal Grant in Aid (Fund 58) for the fiscal year ending June 30, 2026, for the Design and/or Construction of the Roundabout at the Intersection of South Main Street, Meadow Street, Wilson Avenue, & Meadow Street Extension.**

Sincerely,



Benjamin Yeung, P.E. – Senior Traffic Engineer, TMP



DEPT OF FINANCE - Purchasing Department

**NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM**

DATE: 12/19/2025

DEPARTMENT: Information Technology

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

**Check One:**

<input type="checkbox"/>	1	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
<input type="checkbox"/>	2	After solicitation of several sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
<input type="checkbox"/>	3	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
<input checked="" type="checkbox"/>	4	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote, and the contract/agreement number)
<input type="checkbox"/>	5	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). <b>Please forward this form and supporting documentation within 48 hours of the Emergency</b>
<input type="checkbox"/>	6	Other, please explain:

TOTAL COST: \$112,733.13 MUNIS Account: 011370-574C

VENDOR: GovConnection, Inc.

Purchasing Agent Signature		The Purchasing Agent		Department Head Signature	
Sharon Connors	Digitally signed by Sharon Connors	<input checked="" type="checkbox"/>	Supports	Joyce Liu	Digitally signed by Joyce Liu
	Purchasing Agent Name	<input type="checkbox"/>	Does Not Support		Department Head Name
	Date: 2025.12.22 15:26:33 -05'00'	<input type="checkbox"/>	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?		Date: 2025.12.22 15:02:34 -05'00'

**JUSTIFICATION:**

Microsoft Office 365 licenses are required for City employees to perform essential daily functions, including email, document creation, collaboration, and secure access to City systems. Microsoft is the sole provider of Office 365 licensing. GovConnection, Inc. is an approved government reseller and offers competitive pricing through the NCPA cooperative contract.

This purchase is a renewal of existing licenses and is necessary to prevent service interruption and ensure continued City operations.

**ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes):** \_\_\_\_\_

**Vendor 1:** \_\_\_\_\_

**Vendor 2:** \_\_\_\_\_

**EMERGENCY:** Explain in detail the nature of the emergency \_\_\_\_\_

# SALES QUOTE

GovConnection, Inc.  
732 Milford Road  
Merrimack, NH 03054

**Account Executive:** Anthony Forno  
**Phone:** (800) 800-0019 ext. 75004  
**Fax:** 603-683-0827  
**Email:** anthony.forno@connection.com

**# 25838745.02**  
PLEASE REFER TO THE ABOVE  
QUOTE # WHEN ORDERING  
**Date:** 12/31/2025  
**Valid Through:** 1/30/2026  
**Account #:** S01766

**Customer Contact:** AnnMarie Silva  
**Email:** asilva@norwalkct.gov  
**Phone:** (203) 854-7337  
**Fax:** (203) 857-0143

<b>QUOTE PROVIDED TO:</b> AB#: 12884 <b>CITY OF NORWALK</b> ACCOUNTS PAYABLE/CITY HAL PO BOX 5125 125 EAST AVE, RM 233 NORWALK, CT 06854 US (203) 854-7712	<b>SHIP TO:</b> AB#: 14774888 <b>CITY OF NORWALK CONNECTICUT</b> AnneMARie Silva 125 EAST AVE STE 203 NORWALK, CT 06851 US (203) 854-7849
--	--

DELIVERY	FOB	SHIP VIA	PRODUCT WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	R210402

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our OMNIA Partners/Region 4 ESC Contract # R210402. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1				MPSA Agreement#: 4100086233 PurchAcct#(PAN): 0005529942 Usage Date: 3/1/2026 Order Type: Renewal Order			\$ -
2	1	41918027	AAA-12599	Govt. MPSA Visual Studio Professional Sub (MSDN) SA Only Level D 36 Mo Prorated Upfront Payment	Microsoft MPSA	\$ 960.16	\$ 960.16
3	660	35805677	AAA-11646	Govt. MPSA Office 365 Government G1 Per User Level D 12Mo Upfront Payment	Microsoft MPSA	\$ 107.66	\$ 71,055.60
4	150	35442837	AAA-11650	Govt. MPSA Office 365 Government G3 Per User Level D 12Mo Upfront Payment	Microsoft MPSA	\$ 247.61	\$ 37,141.50
5	4	35267426	AAA-11694	Govt. MPSA Visio Online Plan2G Per User Cloud Subscription Level D 12mo Upfront Payment	Microsoft MPSA	\$ 161.49	\$ 645.96
6	1	41197259	AAA-22537	Govt. MPSA Project Plan 3 GCC per User Subscription Level D 12Mo Upfront Payment	Microsoft MPSA	\$ 322.96	\$ 322.96
7	10	41483861	AAA-28265	Govt. MPSA Audio Conferencing G Add-on Subscription Level D 12Mo Upfront Payment	Microsoft MPSA	\$ 31.54	\$ 315.40
8	6	38112180	AAA-34567	Govt. MPSA Power BI GCC Pro per User Subscription Level D 12Mo Upfront Payment	Microsoft MPSA	\$ 118.29	\$ 709.74
9	3	35737441	AAA-43195	Govt. MPSA Office 365 Government G5 Per User Level D Upfront Payment 12 Months	Microsoft MPSA	\$ 415.81	\$ 1,247.43
10	2	41412062	AAF-28786	Govt. MPSA Power Automate Per User w / Attended RPA Subs GCC Per User Level D 12Mo Upfront Payment	Microsoft MPSA	\$ 167.19	\$ 334.38
<b>Subtotal</b>						\$	<b>112,733.13</b>
<b>Fee</b>						\$	<b>0.00</b>

# SALES QUOTE

GovConnection, Inc.  
732 Milford Road  
Merrimack, NH 03054

**Account Executive:** Anthony Forno  
**Phone:** (800) 800-0019 ext. 75004  
**Fax:** 603-683-0827  
**Email:** anthony.forno@connection.com

**# 25838745.02**

PLEASE REFER TO THE ABOVE  
QUOTE # WHEN ORDERING

**Date:** 12/31/2025  
**Valid Through:** 1/30/2026  
**Account #:** S01766

**Customer Contact:** AnnMarie Silva  
**Email:** asilva@norwalkct.gov

**Phone:** (203) 854-7337  
**Fax:** (203) 857-0143

<b>QUOTE PROVIDED TO:</b> AB#: 12884 <b>CITY OF NORWALK</b> ACCOUNTS PAYABLE/CITY HAL PO BOX 5125 125 EAST AVE, RM 233 NORWALK, CT 06854 US (203) 854-7712	<b>SHIP TO:</b> AB#: 14774888 <b>CITY OF NORWALK CONNECTICUT</b> AnneMArie Silva 125 EAST AVE STE 203 NORWALK, CT 06851 US (203) 854-7849
--	--

DELIVERY	FOB	SHIP VIA	PRODUCT WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	R210402

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our OMNIA Partners/Region 4 ESC Contract # R210402. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
						Shipping and Handling	\$ 0.00
						Tax	Exempt!
						<b>Total</b>	<b>\$ 112,733.13</b>



**ORDERING INFORMATION**

**GovConnection, Inc. DBA Connection-Public Sector Solutions  
 OMNIA Partners/Region 4 ESC Contract #R210402  
 Contract Expiration: 31 May 2026**

**Please contact your account manager with any questions.**

<p><b><u>Ordering Address</u></b>          GovConnection, Inc.          732 Milford Road          Merrimack, NH 03054</p>	<p><b><u>Remittance Address</u></b>          GovConnection, Inc.          Box 536477          Pittsburgh, PA 15253-5906</p>
---	---

**Please reference the Contract # on all purchase orders.**

**TERMS & CONDITIONS**

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

*Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our OMNIA Partners/Region 4 ESC Contract #R210402. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.*

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:

<https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

**Please forward your Contract or Purchase Order to:**  
[SLEDOPS@connection.com](mailto:SLEDOPS@connection.com)  
**QUESTIONS: Call 800-800-0019**  
**FAX: 603.683.0374**



CITY OF NORWALK  
**Joyce Liu**  
**Director/Information Technology**  
125 East Avenue Room 203  
Norwalk, CT 06851  
Office: (203) 854-7714  
[www.norwalkct.gov](http://www.norwalkct.gov)  
[jliu@norwalkct.gov](mailto:jliu@norwalkct.gov)

TO: Finance & Claim Committee  
FROM: Joyce Liu, Director of Information Technology  
RE: Proposal for Purchase of Office 365 Licenses for City of Norwalk Employees  
DATE: January 8th, 2026

\*\*\*\*\*

Dear Members of the Finance Committee,

I am writing to request approval to renew and purchase Microsoft Office 365 licenses for City of Norwalk employees. These licenses are a core component of our daily operations and are required for staff to perform essential functions such as email, document creation, collaboration, and secure access to City systems.

Due to the number of employees supported, the total cost of the Office 365 licenses exceeds \$100,000. Microsoft is the sole provider of Office 365 licensing, and GovConnection has provided the most competitive pricing through the NCPA cooperative contract (Contract ID NCPA 01-144).

The City’s current Office 365 licenses are scheduled to expire on February 29, 2026. These licenses have been renewed annually to ensure continuity of operations and to avoid service disruptions that would significantly impact City departments and staff.

Given the mission-critical nature of these tools and the upcoming expiration date, timely approval is necessary to maintain uninterrupted access to essential software across the organization.

Please let me know if you need any additional information or documentation to support this request. Thank you for your consideration and continued support.

Sincerely,

IT Director

**ACTION REQUESTED:**

Authorize the purchasing agent to issue a purchase order to GovConnection, Inc, in an amount not to exceed \$112,733.13 for Microsoft Office 365 Licenses Renewal. Account Allocation: 011370-574C

## Summary of Personal Property Proposal

Dear Finance and Claims Members,

An RFP was issued to solicit proposals for the performance of personal property audits on behalf of the City Of Norwalk. The audits are performed to confirm proper filing of personal property declarations by the businesses operating in Norwalk. The audits are intended to confirm that businesses are declaring all their property and reflecting the value of that property accurately.

We received 3 bids from qualified companies. A panel of 3 people reviewed the proposals and chose a vendor based upon a number of criteria including experience, ability to perform and pricing. Based upon all the parameters considered the selection committee chose to present the proposal of Charles B Feldman & Associates LLC.

Mr. Feldman's firm has provided these audit services to the city over the past several years and the results have been very favorable. We look forward to continuing this relationship for the five year period described in the proposal.

The breakdown per yr is;

Yr 1       Aproximately 50 audits at \$650 per audit for \$32,500 total cost

Yrs 2 - 3   Aproximately 40 audits per year at \$700 per audit for \$28,000 total cost per year

Yrs 4 – 5   Aproximately 40 audits per year at \$750 per audit for \$30,000 total cost per year

These figures could vary slightly per year as we may need to do more or less audits as we review the current landscape as defined by the current businesses present.

- a.           Authorize the Mayor, Barbara C. Smyth, to execute a five (5) year agreement with Charles B. Feldman & Associates, LLC for project 4477 Personal Property Audits for a total not to exceed \$165,000 for the 5 year period.

Funding Available from Account # 11320-5253

Thank you for your attention and approval.

Respectfully submitted

Paul J Gorman

City Assessor Norwalk



January 5, 2026

Robert Stower, Director  
City of Norwalk  
Recreation and Parks Department  
125 East Avenue, Room 225  
Norwalk, CT 06851-5125

Re: Amendment Number 003 to Professional Services Agreement

Dear: Robert

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) and City of Norwalk (“Client”) entered in a Professional Services Agreement dated June 22, 2021 (“Agreement”) concerning Project No. 399R – Consulting Services for the City of Norwalk Recreation and Parks Master Plan (“Project”).

The parties now desire to amend the Agreement to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference. Remaining tasks not completed from Amendment 002 are replaced with the scope of work contained hereunto.

### **Project Understanding**

This project represents a continuation of the city’s ongoing efforts following completion of the Recreation and Parks Master Plan and its implementation, advancing toward national accreditation through the Commission for Accreditation of Park and Recreation Agencies (CAPRA).

The work will provide professional support to review, organize, and complete documentation required for compliance with CAPRA’s new 2027 standards, building upon policies, procedures, and plans already established through the master planning process and other prior initiatives by the city. Through a structured approach, Kimley-Horn will assist staff in assessing current readiness, preparing and finalizing documentation, and assembling the accreditation application package.

### **Assumptions**

- City will coordinate and schedule all meetings with City staff any other participants.
- City will provide a digital copy of prior work completed
- If services exceed the hourly maximum total for any task, additional services may be provided through an amendment to this scope.
- All meetings and review/coordination will be facilitated virtually.

### **Scope of Service**

Consultant will provide the services specifically set forth below.

**Task 1 — CAPRA Project Management & Coordination.** Kimley-Horn will provide ongoing coordination and technical oversight for CAPRA application actions aligned with 2027 standards, monthly milestones, and evidence requirements. Kimley-Horn actions include:

- Maintain CAPRA action tracker and milestone schedule

- Facilitate twice monthly coordination calls with NRP leadership
- Identify documentation gaps and sequencing dependencies
- Advise on readiness and timing of deliverables

**Deliverables:**

- Monthly updated CAPRA Action Tracker
- Monthly coordination meeting summaries
- Monthly readiness and gap identification update memos

**Task 2 — Chapter 1: Agency, Mission & Purpose.** Kimley-Horn will support refinement of agency purpose narratives for alignment between mission, vision, strategic direction, and CAPRA intent.

Kimley-Horn actions include:

- Draft and refine CAPRA-compliant narrative language
- Crosswalk Mission/Vision with Strategic Plan and RPMP
- Advise on documentation of staff involvement

**Deliverables:**

- Chapter 1 CAPRA narratives language
- Alignment crosswalk summary
- Staff involvement documentation guidance

**Task 3 — Chapter 3: Community & Park Planning.** Kimley-Horn will support completion and documentation of planning strategies demonstrating coordinated, forward-looking community and park planning practices. Kimley-Horn actions include:

- Draft Community & Park Planning Strategy narrative
- Prepare Sustainability/Resilience Strategy narrative
- Document regional and state coordination alignment
- Review RPMP adoption process and update documentation

**Deliverables**

- Chapter 3 CAPRA narratives package
- Sustainability/Resilience Strategy narrative
- Planning coordination summary memo

**Task 4 — Chapter 4: Human Resources.** Kimley-Horn will assist with HR-related CAPRA narratives and documentation, focusing on workforce planning, volunteer management, and training alignment.

Kimley-Horn actions include:

- Review HR strategy and policies for CAPRA compliance
- Draft Volunteer Management narrative support
- Cross-reference HR documents with CAPRA standards

**Deliverables**

- Chapter 4 CAPRA narratives sections
- Volunteer Management narrative language

**Task 5 — Chapter 6: Programs & Services Management.** Kimley-Horn will support development and documentation of structured program planning, evaluation, and service delivery practices. Kimley-Horn actions include:

- Review Recreation Program Plan for CAPRA alignment
- Support Program Determinants framework documentation
- Assist with evaluation and program change narratives

**Deliverables**

- Chapter 6 CAPRA narratives package

- Evaluation and program change documentation review notes

**Task 6 — Chapter 7: Facilities & Land Use.** Kimley-Horn will support facilities, land use, and natural resource documentation for CAPRA-alignment of policies and implementation narratives. Kimley-Horn actions include

- Review Facilities & Land Use Strategy narrative
- Support Park Development Policy narrative framing
- Expand Natural Resource Management documentation

**Deliverables**

- Chapter 7 CAPRA narratives package
- Facilities & Land Use narrative review memo
- Natural Resource Management narrative

**Task 7 — Chapter 8: Law, Risk Management, Safety & Security.** Kimley-Horn will lead preparation of CAPRA-aligned risk, safety, and security narratives specific to Parks & Recreation operations.

Kimley-Horn actions include

- Draft Parks-specific Risk Management narrative
- Prepare General Security Plan summary narrative
- Support incident trend analysis and corrective-action narratives
- Assist Emergency Management and Crisis Response narratives

**Deliverables**

- Chapter 8 CAPRA narratives package
- Risk Management narrative
- Incident trend and corrective-action narrative
- Emergency and crisis response narrative

**Task 8 — Chapter 9: Marketing, Communications & Engagement.** Kimley-Horn will lead and support documentation of communications, engagement, and crisis messaging strategies consistent with CAPRA requirements. Kimley-Horn actions include

- Develop NRP Department Crisis Communications Plan and templates
- Support Marketing & Communications Strategy narrative
- Assist advocacy and engagement framework documentation

**Deliverables**

- NRP Department Crisis Communications Plan (draft and final)
- NRP Department Crisis communication templates (press, internal, public alert)
- Chapter 9 CAPRA narratives package
- Advocacy and engagement narrative summary

**Task 9 — Chapter 10: Evaluation, Assessment & Research.** Kimley-Horn will lead development of evaluation, data analysis, and evidence-based decision-making frameworks required for CAPRA accreditation. Kimley-Horn actions include

- Draft Evaluation, Assessment & Research Framework
- Prepare gap analysis and action narrative
- Support Annual Data Collection Plan development

**Deliverables**

- Evaluation & Research Framework document
- Gap Analysis & Action Summary
- Annual Data Collection Plan (CAPRA-aligned)
- Benchmarking narrative support

**Task 10 — Final CAPRA Submission Assembly & Review.** Kimley-Horn will provide final technical review and narrative refinement to support a CAPRA-ready submission. Kimley-Horn actions include:

- Development of narrative packages for non-KH supported Chapters (2 and 5)
- Final review of KH-supported chapters
- Review narratives for consistency and CAPRA alignment
- Support final readiness review meetings
- Prepare a CAPRA application presentation

**Deliverables**

- Final narrative reviews
- CAPRA readiness summary memo
- Submission support during final assembly phase
- Submission presentation (PowerPoint) slide deck

**Task 11 — Monthly On-Site Staff Augmentation.** Kimley-Horn will provide monthly on-site staff augmentation to support the city with hands-on coordination, document collection, and CAPRA evidence assembly during the most intensive phases of the application effort. Assumptions are for up to four (4) on-site eight (8) hour days per month for six (6) months to be coordinated a confirmed by the City prior to each on-site work period. Kimley-Horn actions include:

- On-site coordination with NRP and city staff to collect meeting minutes, signatures, approvals, and supporting documentation
- Assistance in organizing CAPRA evidence files and folder structures
- In-person facilitation of interdepartmental follow-ups (HR, Finance, Legal, OEM, PD, DPW)
- Coordination with NRP City staff to track progress against the CAPRA Action Plan milestone schedule
- Troubleshooting of documentation gaps identified during on-site reviews

**Deliverables**

- Monthly on-site coordination summaries
- Updated evidence tracking logs following each on-site visit
- Completed or advanced documentation packages for assigned CAPRA standards
- Status updates integrated into the master CAPRA Action Tracker

**Optional Scope of Work (Upon Authorization by City):**

**Post-Accreditation Implementation Support:** Kimley-Horn may assist with post-review actions, feedback responses, and development of continuous improvement procedures to maintain accreditation compliance and readiness for future renewal cycles.

**Services not included**

Any services not specifically identified in the above Scope of Services or changes to this scope requested by the city, will be considered additional services. These services, including by not limited to the following, are not included in this Agreement.

- Site planning or design services
- Task items beyond the scope of work above

**Schedule**

We will provide our services as expeditiously as practicable with the goal of meeting the January 15,

2027 CAPRA deadline.

The Consultant shall not be held responsible for any delays in time of completion resulting from the following:

- Client’s failure to carry out any of their responsibilities in a timely manner.
- Approving agencies failure to provide timely approval of permits, encroachments, or other entitlement applications.
- Additional Services requested by the Client.
- Any other circumstances beyond the control of the Consultant.

### Fees and Billing

Kimley-Horn will perform the services in Tasks 1-11 on a labor fee plus expense basis with the maximum labor fee shown below.

Task Number & Name	Fee	Type
1 CAPRA Project Management & Coordination	\$30,345	Hourly, Not-to-Exceed
2 Chapter 1: Agency, Mission & Purpose	\$7,150	Hourly, Not-to-Exceed
3 Chapter 3: Community & Park Planning	\$11,340	Hourly, Not-to-Exceed
4 Chapter 4: Human Resources	\$4,580	Hourly, Not-to-Exceed
5 Chapter 6: Programs & Services Management	\$6,075	Hourly, Not-to-Exceed
6 Chapter 7: Facilities & Land Use	\$6,075	Hourly, Not-to-Exceed
7 Chapter 8: Law, Risk Management, Safety & Security	\$15,025	Hourly, Not-to-Exceed
8 Chapter 9: Marketing, Communications & Engagement	\$13,525	Hourly, Not-to-Exceed
9 Chapter 10: Evaluation, Assessment & Research	\$15,825	Hourly, Not-to-Exceed
10 Final CAPRA Submission Assembly & Review	\$12,150	Hourly, Not-to-Exceed
11 Monthly On-Site Staff Augmentation	\$40,540	Hourly, Not-to-Exceed
Total Estimated Labor	\$162,630	
Total Estimated Expenses	\$8,050	

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client’s behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.



We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: *Nicholas Kuhn*

Printed Name: Nicholas Kuhn, CPRP

Authorized Signatory *John Kuzenski*

Printed Name: John Kuzenski (Authorized Signatory):

Title: Assistant Secretary

AGREED AND ACCEPTED:  
[City of Norwalk]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Norwalk Online  
125 East Ave.  
Norwalk, CT 06851

PHONE:(203) 854-7806  
EMAIL:[recreationt@norwalkct.gov](mailto:recreationt@norwalkct.gov)

**Permit #** R3194  
**Status** Tentative  
**Date of Issue** Jan 7, 2026 3:44 PM  
**Expiration Date** Jan 28, 2026

<b>Customer Name</b>	Edvardine Joseph - 15583	<b>Home Phone Number</b>	(203) 570-1073
<b>Customer Type</b>	General Public	<b>Email Address</b>	<a href="mailto:info@internationalstudentaidassociation.org">info@internationalstudentaidassociation.org</a>
<b>Mailing Address</b>	80 Bayne Street Norwalk, CT 06851		
<b>System User</b>	Internet User		

Rental Fee	\$800.00
Discounts	\$0.00
Subtotal	\$800.00
Deposits	\$0.00
Deposit Discounts	\$0.00
<b>Total Permit Fee</b>	<b>\$800.00</b>
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$800.00

**International Student Aid Association Inc.**      2 resource(s)   2 booking(s)   **Subtotal: \$800.00**

**Event Notes:**  
Event to go to January 14th Recreation & Parks Committee for approvals.  
Special Event permit on file

[Booking Summary](#)

Calf Pasture Beach (Event)		Center: Calf Pasture Beach	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sat, Apr 25, 2026 7:00 AM	Sat, Apr 25, 2026 2:45 PM	70	\$0.00
Resource level fees			\$400.00
Veterans Memorial Park (Event)		Center: Veterans Memorial Park	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sat, Apr 25, 2026 7:00 AM	Sat, Apr 25, 2026 2:45 PM	70	\$0.00
Resource level fees			\$400.00

[Custom Questions](#)

QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	Yes
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	Yes

Are you using a food truck?	Yes
Are you using the pavillion? (Cranbury, Calf Pasture & Fodor Farm sites only)	No
Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	No
If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	Using only one food truck at Veteran's Memorial Park
Is there a 2nd date in mind or a rain date or location?	May 2nd, 2026
Number of people attending? (For the groups at the Cranbury Pavilion I, groups of over 70 are required to rent a portajohn)	70
What is the setup time?	7:00 AM
What type of event?	This is a walkathon that will have post event activities (business fair, DJ, spin the wheel raffle)
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	Display sign, merchandise/check-in booth, tables
Will the group be going into the water? (Beach permits only)	No
Will the public be invited to the event?	Yes
Will there be music? No amplified music at the beach.	Yes
Will you be bringing a grill? (Not allowed on grass, propane only)	No
Will you be having portable restrooms?	No
Will you be selling food, beverages, goods or wares?	Yes
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	No
Will you be using display advertising?	Yes
Will you be using temporary electrical resources?	Yes
Will you have a catering tent? (Gallaher Mansion site only)	No
Will you have over 200 guests- if so police officer will be required.	No
Will you need the Showmobile? (Calf Pasture only)	Yes
Will you solicit contributions at your event?	Yes

### Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	Apr 25, 2026	Edvardine Joseph	Waiver Signed by: Edvardine Joseph on Dec 1, 2025

City of Norwalk Recreation & Parks Department Facility Rental Event Application Form

This Contract is further subject to the following covenants and agreements:

- 1.Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.
  - 2.Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine.
  - 3.The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property. 4.The Renter may bring the following in or onto the Premises: \*Any tent (structure) 10 X 10 Feet or larger, including but not limited to; additional electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall \*Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event \*No other furniture, structures; machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks \*Open fires are strictly prohibited from all our indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Items include candles, sparklers, tiki torches, fire pits, etc. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Propane grills are allowed however they may not exceed 60" in length\*Recreation & Parks strictly prohibits the use of personal or commercial drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals 5.HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, it's employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.
  - 6.Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon7.ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION 8.The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit 9.The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event.10.CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit- which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded The total fee for your use of the Premises are based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express) Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date
- MAIL TO: NORWALK RECREATION AND PARKS DEPARTMENT NORWALK CITY HALL ATTN: REBECCA KOVACS125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869



Facility - Rental Agreement

Apr 25, 2026

Edvardine Joseph

Waiver Signed by: Edvardine Joseph on Dec 1, 2025

A REFUNDABLE SECURITY DEPOSIT IS REQUIRED TO COVER DAMAGE CREATED BY THE RENTER, THEIR GUESTS OR THEIR CONTRACTORS. THE SECURITY DEPOSIT IS DUE (30) DAYS IN ADVANCE OF THE EVENT DATE. IF THE FACILITY IS NOT LEFT IN PROPER ORDER, NORWALK RESERVES THE RIGHT TO HOLD THE ENTIRE DEPOSIT UNTIL ADJUSTMENTS ARE MADE TO CORRECT ANY DAMAGE. THE SECURITY DEPOSIT LESS ANY DEDUCTIONS FOR DAMAGES IS REFUNDABLE AFTER THE EVENT.

Separate arrangements for a police / security officer MUST be made with the Norwalk Police Department if attendance is expected to be 200 people or more for all events including weddings.

RENTAL AGREEMENT  
TERMS AND REQUIREMENTS

1.In consideration of RENTER agreeing to pay the user fee of, and having agreed to the terms and conditions set forth herein, the CITY hereby grants permission to the RENTER to utilize, (hereinafter the SITE) for the purpose of holding the EVENT described on the attached application, (hereinafter the EVENT) in compliance with all requirements, rules and regulations of the CITY.

2.The RENTER is permitted to use the SITE solely for purposes of the EVENT on the date(s) and time(s) set out on the application page. Such use must conform to all requirements of this agreement.

3.The RENTER agrees to pay in full all charges due under this Agreement 45 days prior to the date of the EVENT, in accordance with the payment schedule set forth herein.

4. This shall include on-site parking on the day of the EVENT for guests of the RENTER. The RENTER shall furnish sufficient personnel to manage the parking areas throughout the EVENT; shall adhere to and enforce all traffic and parking requirements of the CITY; and shall be fully responsible for the safety of all vehicles, their operators and passengers traveling along or parking on the Norwalk City Property in connection with the EVENT

5. The RENTER will provide, at its own expense, all equipment, staff and services necessary for its EVENT. The CITY has no responsibility for providing any equipment, personnel or services for the EVENT

6. The RENTER shall not assign this Agreement, nor permit any use of the SITE other than as is herein specified

7. The RENTER shall not:

- Commit any nuisance on the SITE or do or permit to be done anything which may result in the creation or commission of a nuisance on the SITE
- Allow or participate in any of the following: (1) activities related to the exposure or display for sale of any food, beverage, goods or wares on the SITE unless with the express, written permission of the Norwalk City Clerk; (2) the solicitation at the SITE of any contribution (except entry fees)
- The display of any advertising for commercial purposes on the SITE at any time-except for banners advertising the EVENT sponsors, which banners must be approved in writing by the Director of Recreation and Parks prior to installation at the SITE

8. The RENTER shall provide, at its expense, all reasonably necessary security, cleanup, garbage collection and removal services and shall be responsible for ensuring that the SITE is at all times maintained in a clean, orderly and safe condition. The RENTER is responsible for restoring the SITE and all surrounding areas at the conclusion of the EVENT. Representatives of the CITY shall inspect the SITE prior to the initial setup in order to establish the condition thereof and again, after the EVENT, in order to assess any resulting damage to the City's property. Following the EVENT, the RENTER shall restore (or cause to be restored) the SITE to the condition established at the initial inspection, ordinary wear and tear accepted. If the SITE, any portion thereof, or any surrounding area, is in any way damaged by the actions, omissions, default or negligence of the RENTER, its agents, employees patrons, volunteers, guests, or any person admitted to the SITE by or with the knowledge of the RENTER, the RENTER shall be responsible to pay to the CITY, upon demand, such sums as may be necessary to restore the SITE to its condition immediately prior to RENTER's use. The RENTER agrees to provide a certified bank check made payable to the City of Norwalk in the amount of Fifteen Hundred Dollars (\$1,500.00), to insure the satisfactory clean up, restoration, and/or repair of the SITE and surrounding areas following the completion of the EVENT. A check will be promptly returned by the CITY following inspection of the SITE and approval of its condition. [6]

9. The RENTER hereby assumes full responsibility for the character, acts and conduct of any and all persons admitted to the SITE by or with the consent of the RENTER or its employees, volunteers, agents, or any person acting for and on behalf of the RENTER. The RENTER agrees to have on SITE at all time, sufficient security to maintain order and protect all persons and property. If the expected attendance is to be 200 or more at any event, including weddings (200 is the maximum permitted at the Mansion) separate arrangements for security must be made with the Norwalk Police Department. All expenses related to such officer has to be paid directly to Norwalk Police Department – 203-854- 3023. The RENTER is responsible for taking any and all reasonable precautions necessary to ensure the safety of all persons coming into the SITE during its period of contracted use. The RENTER shall promptly notify the on-site staff member or the Director of the Recreation and Parks Department Office in writing (an email) of any physical defects impacting the safety of the SITE of which it is aware or should become aware of prior to or during its use. The RENTER is responsible for any damage to City property as a direct or indirect result of or in connection with the EVENT; and shall be responsible for making restitution to the City for any and all such damages based on the reasonable cost of restoration as determined by the City. Such restitution shall be due within thirty days following demand and may be deducted from the Security Deposit without the prior consent or permission of the RENTER.

10. The RENTER shall indemnify, defend, and save harmless the CITY OF NORWALK, and all of its officers, agents, and employees, from any and all suits, actions, claims, demands, financial losses and liabilities (including reasonable attorney's fees), of any character, name or description arising out of the RENTER's use of the SITE; or on account of any act or omission, neglect, default or misconduct of the RENTER, its agents, officers, employees, volunteers, guests, invitees or any other person on the SITE with RENTER's permission or authorization. The provisions of this paragraph shall not be limited by the insurance coverage provided hereunder, shall be separate and independent of any other condition or requirement stated herein, and shall survive the termination or expiration of this Agreement.

11. The RENTER shall release and hold harmless the CITY from any and all liability, damages of any nature and claims that may arise directly or indirectly in connection with or as a result of the EVENT, regardless of whether caused by vendors or any individuals and/or entities participating in the EVENT or anyone directly or indirectly employed by or acting as an agent, volunteer or employee, on behalf of any of them or by anyone for whose actions or omission any of such actors, including RENTER, are or may be liable. RENTER is solely responsible for the conduct of the EVENT and for all actions undertaken by participants of the EVENT, and agrees not to look to the CITY in terms of any claim or liability arising out of the conduct of the EVENT except to the extent of any negligence or willful misconduct of any CITY employee. The City is not responsible for damage to or loss of RENTER's property or that of RENTER's licensees, invitees, agents and guests.

12. The RENTER may bring only the following in or onto the SITE:

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Unless listed above, no furniture, machinery or equipment may be brought onto the SITE without the prior written approval of the City of Norwalk, acting by its Director of Recreation and Parks Department.

13. Insurance Coverage: The RENTER shall maintain, at its own cost, insurance coverage applicable to its use of the SITE as stated herein. Such coverage shall be maintained in effect throughout the term of RENTER's use of the SITE until such time as the CITY indicates IN WRITING that RENTER has fulfilled its responsibilities hereunder. A Certificate of Insurance must be presented by the RENTER evidencing the coverage set out in the attached Insurance Rider. Insurance may be purchased through Recreation and Parks for the event.

14. If Alcoholic Beverages are being Served or Sold:

If alcoholic beverages will be SOLD at the EVENT, then the RENTER must:

- Contact the State Department of Consumer Protection Liquor Control Division and apply for a temporary permit. A copy of such permit must be provided to the City no later than two weeks prior to the date of the EVENT
- RENTER must provide Liquor Liability Insurance with minimum coverage of One Million Dollars and such Policy should name the City of Norwalk as an additional insured

If alcoholic beverages will be SERVED at the EVENT, then the RENTER must:

- Provide evidence of applicable Host Liquor Liability Insurance coverage in accordance with the requirements set out in the

Insurance Rider attached

- The Certificate of Insurance must indicate and the coverage must provide that the applicable insurance policies are written on a per occurrence basis and have been endorsed to name the City of Norwalk as an additional insured party. Such certificates must be presented with this Application and shall indicate that all coverage remain valid until the expiration of the RENTER's responsibilities hereunder

The City of Norwalk hereby issues the permit referenced above with the understanding that the RENTER has agreed to abide by and fulfill the conditions set forth herein and in the documents attached, which documents are incorporated into this Permit by reference.

15. The City may revoke this permit and any or all privileges hereby granted at any time if the RENTER fails to abide by the terms and requirements of

this permit or breaches any obligation or responsibility hereunder or if the CITY makes a determination that revoking this permit would be in its best interests. Effective upon revocation. [7]

16. Miscellaneous: No amendment of the Agreement shall be effective unless agreed to in writing by both parties. In the event that any provision of

this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect, The Agreement, constitutes the entire Agreement between the parties and supersedes all prior written or oral understandings, bids,

offers, negotiations, or communications of every kind.

The undersigned hereby represents the following:

I hereby represent for myself and/ or the entity on behalf of which I am acting in connection with this permit that I have read, understood and agree to abide by the terms and conditions set forth above as a condition of being issued this permit.

If, as the undersigned, I am not acting as an individual but am acting on behalf of a corporation, LLC, partnership or other legal entity, I represent that I have been granted all necessary authority to execute this permit; to act on behalf of and bind the entity listed as the RENTER; and that I have complied with all applicable requirements necessary to bind such entity under the terms of this permit.

I hereby affirm my authority to act on behalf of and bind the RENTER to the terms set forth herein

SCHEDULE "B"

INSURANCE RIDER

The RENTER shall provide and maintain insurance coverage in compliance with the following requirements:

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the RENTER's policies.

ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION

Minimum Scope and Limits of Insurance:

Commercial General Liability: Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Liquor Liability: Whenever liquor will be served at an EVENT or on the SITE, RENTER shall carry a policy providing a minimum of one million dollars coverage for damages arising out of bodily injury and property damage imposed on the Renter as a result or by reason of the selling, serving or furnishing of any alcoholic beverage. Host Liquor Liability should be purchased with a minimum of one million dollars coverage for organizations not in

the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

Acceptability of Insurers: The RENTER's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the RENTER shall notify the City

whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the RENTER agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the RENTER.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the RENTER to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided or cancelled before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the RENTER is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the EVENT of any such change the RENTER shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the RENTER's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the RENTER and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the RENTER's activities to be performed under this Agreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the RENTER shall furnish Certificate(s) of Insurance to the City Clerk's Office prior to the RENTER's EVENT. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, and P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

Signature



Payment Schedules

Original Balance: \$800.00 Current Balance: \$800.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Apr 25, 2026	\$800.00	\$0.00	\$0.00	\$800.00

X: \_\_\_\_\_

X: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

City of Norwalk Online

Mailing Address: 125 East Ave., Norwalk, CT 06851  
Phone Number: (203) 854-7806  
Email Address: recreationt@norwalkct.gov

Edvardine Joseph

Customer ID: 15583  
Home Phone Number: (203) 570-1073  
Email Address: info@internationalstudentaidassociation.org

City of Norwalk  
125 East Ave  
Norwalk, CT 06851

PHONE:(203) 854-7806  
EMAIL:[recreation@norwalkct.gov](mailto:recreation@norwalkct.gov)

**Permit #** R3177  
**Status** Tentative  
**Date of Issue** Nov 6, 2025 4:44 PM  
**Expiration Date** Dec 6, 2025

<b>Customer Name</b>	James Gerweck - 15393	<b>Home Phone Number</b>	(203) 838-2748
<b>Customer Type</b>	General Public	<b>Email Address</b>	<a href="mailto:jim@clubct.org">jim@clubct.org</a>
<b>Mailing Address</b>	156 Fillow Street Norwalk, CT 06850		
<b>System User</b>	rkovacs		

Rental Fee	\$570.00
Discounts	\$0.00
Subtotal	\$570.00
Deposits	\$0.00
Deposit Discounts	\$0.00
<b>Total Permit Fee</b>	<b>\$570.00</b>
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$570.00

<b>Boston Buildup 10k</b>	1 resource(s)	1 booking(s)	<b>Subtotal: \$570.00</b>
<a href="#">Booking Summary</a>			
<b>McMahon High School - Softball Turf (Field Rental)</b>		<b>Center: Brien McMahon High School</b>	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sun, Jan 4, 2026 9:00 AM	Sun, Jan 4, 2026 10:00 AM	125	\$0.00
Resource level fees			\$570.00

<a href="#">Custom Questions</a>	
QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	No
Field Requested- Type in your selected facility/field.	Using McMahon Parking Lot to leave & return for 10k
Is there a 2nd date in mind or a rain date or location?	No
What is the setup time?	na
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	na

<a href="#">Payment Schedules</a>	Original Balance: \$570.00	Current Balance: \$570.00
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DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Jan 4, 2026	\$570.00	\$0.00	\$0.00	\$570.00

X: \_\_\_\_\_

X: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Norwalk**

Mailing Address: 125 East Ave, Norwalk, CT  
06851  
Phone Number: (203) 854-7806  
Email Address: recreation@norwalkct.gov

**James Gerweck**

Customer ID: 15393  
Home Phone Number: (203) 838-2748  
Email Address: jim@clubct.org

City of Norwalk Online  
125 East Ave.  
Norwalk, CT 06851

PHONE:(203) 854-7806  
EMAIL:[recreationt@norwalkct.gov](mailto:recreationt@norwalkct.gov)

**Permit #** R3206  
**Status** Tentative  
**Date of Issue** Jan 7, 2026 12:49 PM  
**Expiration Date** Feb 6, 2026

<b>Customer Name</b>	Kerry Dobson - 15411	<b>Work Phone Number</b>	(203) 750-9572x106
<b>Customer Type</b>	General Public	<b>Home Phone Number</b>	(203) 984-3986
<b>Mailing Address</b>	504 Main Ave Norwalk, CT 06851	<b>Email Address</b>	<a href="mailto:kerry.dobson@pawscct.org">kerry.dobson@pawscct.org</a>
<b>System User</b>	Internet User		

Rental Fee	\$570.00
Discounts	\$0.00
Subtotal	\$570.00
Deposits	\$0.00
Deposit Discounts	\$0.00
<b>Total Permit Fee</b>	<b>\$570.00</b>
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$570.00

**PAWS Run for the Gold 5K** 1 resource(s) 1 booking(s) **Subtotal: \$570.00**

**Event Notes:**  
Event to go to Jan. 14th Recreation & Parks committee for approvals  
Special Event permit on file.

[Booking Summary](#)

Calf Pasture Beach (Event)		Center: Calf Pasture Beach	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sun, Mar 22, 2026 7:30 AM	Sun, Mar 22, 2026 1:30 PM	200	\$0.00
Resource level fees			\$570.00

[Custom Questions](#)

QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	Yes
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	No
Are you using a food truck?	Yes
Are you using the pavilion? (Cranbury, Calf Pasture & Fodor Farm sites only)	No
Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	No

If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	1
Is there a 2nd date in mind or a rain date or location?	no
Number of people attending? (For the groups at the Cranbury Pavilion I, groups of over 70 are required to rent a portajohn)	200
What is the setup time?	7:30 am
What type of event?	5 k run
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	tables, chairs and portable tents
Will the group be going into the water? (Beach permits only)	No
Will the public be invited to the event?	Yes
Will there be music? No amplified music at the beach.	No
Will you be bringing a grill? (Not allowed on grass, propane only)	No
Will you be having portable restrooms?	No
Will you be selling food, beverages, goods or wares?	No
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	No
Will you be using display advertising?	No
Will you be using temporary electrical resources?	No
Will you have a catering tent? (Gallaher Mansion site only)	No
Will you have over 200 guests- if so police officer will be required.	No
Will you need the Showmobile? (Calf Pasture only)	No
Will you solicit contributions at your event?	No

### Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	Mar 22, 2026	Kerry Dobson	Waiver Signed by: Kerry Dobson on Jan 7, 2026

City of Norwalk Recreation & Parks Department Facility Rental Event Application Form

This Contract is further subject to the following covenants and agreements:

- 1.Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.
- 2.Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine.
- 3.The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property. 4.The Renter may bring the following in or onto the Premises: \*Any tent (structure) 10 X 10 Feet or larger, including but not limited to; additional electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall \*Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event \*No other furniture, structures; machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks \*Open fires are strictly prohibited from all our indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Items include candles, sparklers, tiki torches, fire pits, etc. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Propane grills are allowed however they may not exceed 60" in length\*Recreation & Parks strictly prohibits the use of personal or commercial drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals 5.HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, it's employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.
- 6.Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon7.ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION 8.The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit 9.The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event.10.CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit- which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded The total fee for your use of the Premises are based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express) Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date

MAIL TO: NORWALK RECREATION AND PARKS DEPARTMENT NORWALK CITY HALL ATTN: REBECCA KOVACS125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869



Facility - Rental Agreement

Mar 22, 2026

Kerry Dobson

Waiver Signed by: Kerry Dobson on Jan 7, 2026

A REFUNDABLE SECURITY DEPOSIT IS REQUIRED TO COVER DAMAGE CREATED BY THE RENTER, THEIR GUESTS OR THEIR CONTRACTORS. THE SECURITY DEPOSIT IS DUE (30) DAYS IN ADVANCE OF THE EVENT DATE. IF THE FACILITY IS NOT LEFT IN PROPER ORDER, NORWALK RESERVES THE RIGHT TO HOLD THE ENTIRE DEPOSIT UNTIL ADJUSTMENTS ARE MADE TO CORRECT ANY DAMAGE. THE SECURITY DEPOSIT LESS ANY DEDUCTIONS FOR DAMAGES IS REFUNDABLE AFTER THE EVENT.

Separate arrangements for a police / security officer MUST be made with the Norwalk Police Department if attendance is expected to be 200 people or more for all events including weddings.

RENTAL AGREEMENT  
TERMS AND REQUIREMENTS

1.In consideration of RENTER agreeing to pay the user fee of, and having agreed to the terms and conditions set forth herein, the CITY hereby grants permission to the RENTER to utilize, (hereinafter the SITE) for the purpose of holding the EVENT described on the attached application, (hereinafter the EVENT) in compliance with all requirements, rules and regulations of the CITY.

2.The RENTER is permitted to use the SITE solely for purposes of the EVENT on the date(s) and time(s) set out on the application page. Such use must conform to all requirements of this agreement.

3.The RENTER agrees to pay in full all charges due under this Agreement 45 days prior to the date of the EVENT, in accordance with the payment schedule set forth herein.

4. This shall include on-site parking on the day of the EVENT for guests of the RENTER. The RENTER shall furnish sufficient personnel to manage the parking areas throughout the EVENT; shall adhere to and enforce all traffic and parking requirements of the CITY; and shall be fully responsible for the safety of all vehicles, their operators and passengers traveling along or parking on the Norwalk City Property in connection with the EVENT

5. The RENTER will provide, at its own expense, all equipment, staff and services necessary for its EVENT. The CITY has no responsibility for providing any equipment, personnel or services for the EVENT

6. The RENTER shall not assign this Agreement, nor permit any use of the SITE other than as is herein specified

7. The RENTER shall not:

- Commit any nuisance on the SITE or do or permit to be done anything which may result in the creation or commission of a nuisance on the SITE
- Allow or participate in any of the following: (1) activities related to the exposure or display for sale of any food, beverage, goods or wares on the SITE unless with the express, written permission of the Norwalk City Clerk; (2) the solicitation at the SITE of any contribution (except entry fees)
- The display of any advertising for commercial purposes on the SITE at any time-except for banners advertising the EVENT sponsors, which banners must be approved in writing by the Director of Recreation and Parks prior to installation at the SITE

8. The RENTER shall provide, at its expense, all reasonably necessary security, cleanup, garbage collection and removal services and shall be responsible for ensuring that the SITE is at all times maintained in a clean, orderly and safe condition. The RENTER is responsible for restoring the SITE and all surrounding areas at the conclusion of the EVENT. Representatives of the CITY shall inspect the SITE prior to the initial setup in order to establish the condition thereof and again, after the EVENT, in order to assess any resulting damage to the City's property. Following the EVENT, the RENTER shall restore (or cause to be restored) the SITE to the condition established at the initial inspection, ordinary wear and tear accepted. If the SITE, any portion thereof, or any surrounding area, is in any way damaged by the actions, omissions, default or negligence of the RENTER, its agents, employees patrons, volunteers, guests, or any person admitted to the SITE by or with the knowledge of the RENTER, the RENTER shall be responsible to pay to the CITY, upon demand, such sums as may be necessary to restore the SITE to its condition immediately prior to RENTER's use. The RENTER agrees to provide a certified bank check made payable to the City of Norwalk in the amount of Fifteen Hundred Dollars (\$1,500.00), to insure the satisfactory clean up, restoration, and/or repair of the SITE and surrounding areas following the completion of the EVENT. A check will be promptly returned by the CITY following inspection of the SITE and approval of its condition. [6]

9. The RENTER hereby assumes full responsibility for the character, acts and conduct of any and all persons admitted to the SITE by or with the consent of the RENTER or its employees, volunteers, agents, or any person acting for and on behalf of the RENTER. The RENTER agrees to have on SITE at all time, sufficient security to maintain order and protect all persons and property. If the expected attendance is to be 200 or more at any event, including weddings (200 is the maximum permitted at the Mansion) separate arrangements for security must be made with the Norwalk Police Department. All expenses related to such officer has to be paid directly to Norwalk Police Department – 203-854- 3023. The RENTER is responsible for taking any and all reasonable precautions necessary to ensure the safety of all persons coming into the SITE during its period of contracted use. The RENTER shall promptly notify the on-site staff member or the Director of the Recreation and Parks Department Office in writing (an email) of any physical defects impacting the safety of the SITE of which it is aware or should become aware of prior to or during its use. The RENTER is responsible for any damage to City property as a direct or indirect result of or in connection with the EVENT; and shall be responsible for making restitution to the City for any and all such damages based on the reasonable cost of restoration as determined by the City. Such restitution shall be due within thirty days following demand and may be deducted from the Security Deposit without the prior consent or permission of the RENTER.

10. The RENTER shall indemnify, defend, and save harmless the CITY OF NORWALK, and all of its officers, agents, and employees, from any and all suits, actions, claims, demands, financial losses and liabilities (including reasonable attorney's fees), of any character, name or description arising out of the RENTER's use of the SITE; or on account of any act or omission, neglect, default or misconduct of the RENTER, its agents, officers, employees, volunteers, guests, invitees or any other person on the SITE with RENTER's permission or authorization. The provisions of this paragraph shall not be limited by the insurance coverage provided hereunder, shall be separate and independent of any other condition or requirement stated herein, and shall survive the termination or expiration of this Agreement.

11. The RENTER shall release and hold harmless the CITY from any and all liability, damages of any nature and claims that may arise directly or indirectly in connection with or as a result of the EVENT, regardless of whether caused by vendors or any individuals and/or entities participating in the EVENT or anyone directly or indirectly employed by or acting as an agent, volunteer or employee, on behalf of any of them or by anyone for whose actions or omission any of such actors, including RENTER, are or may be liable. RENTER is solely responsible for the conduct of the EVENT and for all actions undertaken by participants of the EVENT, and agrees not to look to the CITY in terms of any claim or liability arising out of the conduct of the EVENT except to the extent of any negligence or willful misconduct of any CITY employee. The City is not responsible for damage to or loss of RENTER's property or that of RENTER's licensees, invitees, agents and guests.

12. The RENTER may bring only the following in or onto the SITE:

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Unless listed above, no furniture, machinery or equipment may be brought onto the SITE without the prior written approval of the City of Norwalk, acting by its Director of Recreation and Parks Department.

13. Insurance Coverage: The RENTER shall maintain, at its own cost, insurance coverage applicable to its use of the SITE as stated herein. Such coverage shall be maintained in effect throughout the term of RENTER's use of the SITE until such time as the CITY indicates IN WRITING that RENTER has fulfilled its responsibilities hereunder. A Certificate of Insurance must be presented by the RENTER evidencing the coverage set out in the attached Insurance Rider. Insurance may be purchased through Recreation and Parks for the event.

14. If Alcoholic Beverages are being Served or Sold:

If alcoholic beverages will be SOLD at the EVENT, then the RENTER must:

- Contact the State Department of Consumer Protection Liquor Control Division and apply for a temporary permit. A copy of such permit must be provided to the City no later than two weeks prior to the date of the EVENT
- RENTER must provide Liquor Liability Insurance with minimum coverage of One Million Dollars and such Policy should name the City of Norwalk as an additional insured

If alcoholic beverages will be SERVED at the EVENT, then the RENTER must:

- Provide evidence of applicable Host Liquor Liability Insurance coverage in accordance with the requirements set out in the

Insurance Rider attached

- The Certificate of Insurance must indicate and the coverage must provide that the applicable insurance policies are written on a per occurrence basis and have been endorsed to name the City of Norwalk as an additional insured party. Such certificates must be presented with this Application and shall indicate that all coverage remain valid until the expiration of the RENTER's responsibilities hereunder

The City of Norwalk hereby issues the permit referenced above with the understanding that the RENTER has agreed to abide by and fulfill the conditions set forth herein and in the documents attached, which documents are incorporated into this Permit by reference.

15. The City may revoke this permit and any or all privileges hereby granted at any time if the RENTER fails to abide by the terms and requirements of

this permit or breaches any obligation or responsibility hereunder or if the CITY makes a determination that revoking this permit would be in its best interests. Effective upon revocation. [7]

16. Miscellaneous: No amendment of the Agreement shall be effective unless agreed to in writing by both parties. In the event that any provision of

this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect, The Agreement, constitutes the entire Agreement between the parties and supersedes all prior written or oral understandings, bids,

offers, negotiations, or communications of every kind.

The undersigned hereby represents the following:

I hereby represent for myself and/ or the entity on behalf of which I am acting in connection with this permit that I have read, understood and agree to abide by the terms and conditions set forth above as a condition of being issued this permit.

If, as the undersigned, I am not acting as an individual but am acting on behalf of a corporation, LLC, partnership or other legal entity, I represent that I have been granted all necessary authority to execute this permit; to act on behalf of and bind the entity listed as the RENTER; and that I have complied with all applicable requirements necessary to bind such entity under the terms of this permit.

I hereby affirm my authority to act on behalf of and bind the RENTER to the terms set forth herein

SCHEDULE "B"

INSURANCE RIDER

The RENTER shall provide and maintain insurance coverage in compliance with the following requirements:

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the RENTER's policies.

ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION

Minimum Scope and Limits of Insurance:

Commercial General Liability: Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Liquor Liability: Whenever liquor will be served at an EVENT or on the SITE, RENTER shall carry a policy providing a minimum of one million dollars coverage for damages arising out of bodily injury and property damage imposed on the Renter as a result or by reason of the selling, serving or furnishing of any alcoholic beverage. Host Liquor Liability should be purchased with a minimum of one million dollars coverage for organizations not in

the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

Acceptability of Insurers: The RENTER's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the RENTER shall notify the City

whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the RENTER agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the RENTER.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the RENTER to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided or cancelled before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the RENTER is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the EVENT of any such change the RENTER shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the RENTER's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the RENTER and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

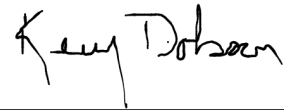
Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the RENTER's activities to be performed under this Agreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the RENTER shall furnish Certificate(s) of Insurance to the City Clerk's Office prior to the RENTER's EVENT. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, and P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

Signature



Payment Schedules

Original Balance: \$570.00 Current Balance: \$570.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Mar 22, 2026	\$570.00	\$0.00	\$0.00	\$570.00

X: \_\_\_\_\_

X: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

City of Norwalk Online

Mailing Address: 125 East Ave., Norwalk, CT 06851  
Phone Number: (203) 854-7806  
Email Address: recreationt@norwalkct.gov

Kerry Dobson

Customer ID: 15411  
Work Phone Number: (203) 750-9572x106  
Home Phone Number: (203) 984-3986  
Email Address: kerry.dobson@pawsct.org

City of Norwalk Online  
125 East Ave.  
Norwalk, CT 06851

PHONE:(203) 854-7806  
EMAIL:[recreation@norwalkct.gov](mailto:recreation@norwalkct.gov)

**Permit #** R1859  
**Status** Tentative  
**Date of Issue** Jan 8, 2026 3:23 PM  
**Expiration Date** Jun 4, 2026

<b>Organization Name</b>	Greenwich Kennel Club - 8	<b>Organization Phone 1 Number</b>	(917) 703-6321
<b>Customer Type</b>	Corporate		
<b>Organization Address</b>	37 Prince's Pine Road Norwalk, CT 06850		
<b>Agent Name</b>	Nancy Nelson	<b>Home Phone Number</b>	(917) 703-6321
		<b>Cell Phone Number</b>	(917) 703-6321
		<b>Email Address</b>	<a href="mailto:nanelsoncpa@gmail.com">nanelsoncpa@gmail.com</a>
<b>System User</b>	Internet User		

Rental Fee	\$2,725.00
Discounts	\$0.00
Subtotal	\$2,725.00
Deposits	\$1,000.00
Deposit Discounts	\$0.00
<b>Total Permit Fee</b>	<b>\$3,725.00</b>
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$3,725.00

**AKC Dog** 1 resource(s) 4 booking(s) **Subtotal: \$3,725.00**

**Event Notes:**  
6/3 Setup day - Half price, split with Longshore Kennel Club.  
6/4 Setup day - Half price, split with Longshore Kennel Club.  
Event slated for 1/14 Recreation & Parks committee with final Common Council approval.  
\$1,000 site deposit refundable after event providing no damage to premises.

[Booking Summary](#)

Calf Pasture Beach - Taylor Farm (Event)		Center: Calf Pasture Beach	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Wed, Jun 3, 2026 7:00 AM	Wed, Jun 3, 2026 4:00 PM	10	\$272.50
Thu, Jun 4, 2026 7:00 AM	Thu, Jun 4, 2026 10:00 PM	25	\$272.50
Fri, Jun 5, 2026 7:00 AM	Fri, Jun 5, 2026 10:00 PM	500	\$1,090.00
Sat, Jun 6, 2026 7:00 AM	Sat, Jun 6, 2026 10:00 PM	500	\$1,090.00
Resource level fees			\$1,000.00

[Custom Questions](#)

QUESTION	ANSWER
*Will you require lights? (Fields only)	No

Are you a Non-Profit or 501C3?	Yes
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	Yes
Are you using a food truck?	Yes
Are you using the pavilion? (Cranbury, Calf Pasture & Fodor Farm sites only)	No
Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	No
If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	3
Is there a 2nd date in mind or a rain date or location?	No
Number of people attending? (For the groups at the Cranbury Pavilion I, groups of over 70 are required to rent a portajohn)	250-500
What is the setup time?	Wed June 3rd Setup Day
What type of event?	Dog Show
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	Tents, rings, trailers, fencing
Will the group be going into the water? (Beach permits only)	No
Will the public be invited to the event?	Yes
Will there be music? No amplified music at the beach.	Yes
Will you be bringing a grill? (Not allowed on grass, propane only)	No
Will you be having portable restrooms?	Yes
Will you be selling food, beverages, goods or wares?	No
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	No
Will you be using display advertising?	No
Will you be using temporary electrical resources?	Yes
Will you have a catering tent? (Gallaher Mansion site only)	No
Will you have over 200 guests- if so police officer will be required.	Yes
Will you need the Showmobile? (Calf Pasture only)	No
Will you solicit contributions at your event?	No

### Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	Jun 4, 2026	Nancy Nelson	Waiver Signed by: Nancy Nelson on Nov 13, 2024

City of Norwalk Recreation & Parks Department Facility Rental Event Application Form

This Contract is further subject to the following covenants and agreements:

- 1.Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.
  - 2.Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine.
  - 3.The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property. 4.The Renter may bring the following in or onto the Premises: \*Any tent (structure) 10 X 10 Feet or larger, including but not limited to; additional electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall \*Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event \*No other furniture, structures; machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks \*Open fires are strictly prohibited from all our indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Items include candles, sparklers, tiki torches, fire pits, etc. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Propane grills are allowed however they may not exceed 60" in length\*Recreation & Parks strictly prohibits the use of personal or commercial drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals 5.HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, it's employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.
  - 6.Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon7.ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION 8.The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit 9.The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event.10.CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit- which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded The total fee for your use of the Premises are based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express) Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date
- MAIL TO: NORWALK RECREATION AND PARKS DEPARTMENT NORWALK CITY HALL ATTN: REBECCA KOVACS125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869

*Nancy A. Mel*

Deposit

EVENT	RESOURCE	DEPOSIT FEE	CHARGE	TAX	AMOUNT PAID	REFUNDS	BALANCE
AKC Dog	Calf Pasture Beach - Taylor Farm	Security Deposit	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00

Payment Schedules

Original Balance: \$3,725.00 Current Balance: \$3,725.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE

Jun 4, 2026

\$3,725.00

\$0.00

\$0.00

\$3,725.00

X:  
\_\_\_\_\_

X:  
\_\_\_\_\_

Date:  
\_\_\_\_\_

Date:  
\_\_\_\_\_

**City of Norwalk Online**

Mailing Address: 125 East Ave., Norwalk, CT  
06851  
Phone Number: (203) 854-7806  
Email Address: recreationt@norwalkct.gov

**Greenwich Kennel Club**

Customer Type: Corporate  
Customer ID: 1004  
Mailing Address: 37 Prince's Pine Road, Norwalk, CT  
06850  
Organization Phone 1 Number: (917) 703-6321  
Authorized Agent Name: Nancy Nelson  
Home Phone Number: (917) 703-6321  
Cell Phone Number: (917) 703-6321  
Email Address: nanelsoncpa@gmail.com

City of Norwalk Online  
125 East Ave.  
Norwalk, CT 06851

PHONE:(203) 854-7806  
EMAIL:[recreationt@norwalkct.gov](mailto:recreationt@norwalkct.gov)

**Permit #** R3175  
**Status** Tentative  
**Date of Issue** Jan 9, 2026 3:25 PM  
**Expiration Date** Jan 30, 2026

<b>Customer Name</b>	Heather Hubbard - 14430	<b>Home Phone Number</b>	(203) 943-0583
<b>Customer Type</b>	General Public	<b>Cell Phone Number</b>	(203) 943-0583
<b>Mailing Address</b>	34 oak ledge lane 34 oak ledge lane Wilton, CT 06897	<b>Email Address</b>	<a href="mailto:huffburger31@hotmail.com">huffburger31@hotmail.com</a>
<b>System User</b>	Internet User		

Rental Fee	\$2,045.00
Discounts	\$0.00
Subtotal	\$2,045.00
Deposits	\$1,000.00
Deposit Discounts	\$0.00
<b>Total Permit Fee</b>	<b>\$3,045.00</b>
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$3,045.00

**Longshore Southport Kennel Club Dog Show** 1 resource(s) 3 booking(s) Subtotal: \$3,045.00

**Event Notes:**  
6/3 Setup day - Half price, split with Greenwich Kennel Club. (\$272.50)  
6/4 Setup day - Half price, split with Greenwich Kennel Club.(\$272.50)  
Event slated for 1/14 Recreation & Parks committee with final Common Council approval.  
\$1,000 site deposit refundable after event providing no damage to premises.  
Teardown by early Tuesday AM.

[Booking Summary](#)

Taylor Farm (Event)		Center: Taylor Farm	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sun, Jun 7, 2026 7:00 AM	Sun, Jun 7, 2026 7:00 PM	250	\$1,022.50
Mon, Jun 8, 2026 7:00 AM	Mon, Jun 8, 2026 5:00 PM	250	\$1,022.50
Tue, Jun 9, 2026 7:00 AM	Tue, Jun 9, 2026 12:00 PM	1	\$0.00
Resource level fees			\$1,000.00

[Custom Questions](#)

QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	Yes
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	No

Are you using a food truck?	Yes
Are you using the pavillion? (Cranbury, Calf Pasture & Fodor Farm sites only)	No
Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	No
If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	2
Is there a 2nd date in mind or a rain date or location?	no
Number of people attending? (For the groups at the Cranbury Pavilion I, groups of over 70 are required to rent a portajohn)	200
What is the setup time?	Will be set up from previous days
What type of event?	Dog Show
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	Tents, low fencing, tables, chairs, garbage receptacles, porta potties, motor homes, FastCat
Will the group be going into the water? (Beach permits only)	No
Will the public be invited to the event?	Yes
Will there be music? No amplified music at the beach.	Yes
Will you be bringing a grill? (Not allowed on grass, propane only)	No
Will you be having portable restrooms?	Yes
Will you be selling food, beverages, goods or wares?	Yes
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	No
Will you be using display advertising?	Yes
Will you be using temporary electrical resources?	Yes
Will you have a catering tent? (Gallaher Mansion site only)	Yes
Will you have over 200 guests- if so police officer will be required.	Yes
Will you need the Showmobile? (Calf Pasture only)	No
Will you solicit contributions at your event?	No

### Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	Jun 7, 2026	Heather Hubbard	Waiver Signed by: Heather Hubbard on Nov 6, 2025

City of Norwalk Recreation & Parks Department Facility Rental Event Application Form

This Contract is further subject to the following covenants and agreements:

- 1.Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.
- 2.Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine.
- 3.The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property. 4.The Renter may bring the following in or onto the Premises: \*Any tent (structure) 10 X 10 Feet or larger, including but not limited to; additional electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall \*Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event \*No other furniture, structures; machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks \*Open fires are strictly prohibited from all our indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Items include candles, sparklers, tiki torches, fire pits, etc. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Propane grills are allowed however they may not exceed 60" in length\*Recreation & Parks strictly prohibits the use of personal or commercial drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals 5.HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, it's employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.
- 6.Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon7.ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION 8.The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit 9.The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event.10.CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit- which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded The total fee for your use of the Premises are based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express) Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date

MAIL TO: NORWALK RECREATION AND PARKS DEPARTMENT NORWALK CITY HALL ATTN: REBECCA KOVACS125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869

Facility - Rental Agreement	Jun 7, 2026	Heather Hubbard	Waiver Signed by: Heather Hubbard on Nov 6, 2025
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A REFUNDABLE SECURITY DEPOSIT IS REQUIRED TO COVER DAMAGE CREATED BY THE RENTER, THEIR GUESTS OR THEIR CONTRACTORS. THE SECURITY DEPOSIT IS DUE (30) DAYS IN ADVANCE OF THE EVENT DATE. IF THE FACILITY IS NOT LEFT IN PROPER ORDER, NORWALK RESERVES THE RIGHT TO HOLD THE ENTIRE DEPOSIT UNTIL ADJUSTMENTS ARE MADE TO CORRECT ANY DAMAGE. THE SECURITY DEPOSIT LESS ANY DEDUCTIONS FOR DAMAGES IS REFUNDABLE AFTER THE EVENT.

Separate arrangements for a police / security officer MUST be made with the Norwalk Police Department if attendance is expected to be 200 people or more for all events including weddings.

RENTAL AGREEMENT  
TERMS AND REQUIREMENTS

1.In consideration of RENTER agreeing to pay the user fee of, and having agreed to the terms and conditions set forth herein, the CITY hereby grants permission to the RENTER to utilize, (hereinafter the SITE) for the purpose of holding the EVENT described on the attached application, (hereinafter the EVENT) in compliance with all requirements, rules and regulations of the CITY.

2.The RENTER is permitted to use the SITE solely for purposes of the EVENT on the date(s) and time(s) set out on the application page. Such use must conform to all requirements of this agreement.

3.The RENTER agrees to pay in full all charges due under this Agreement 45 days prior to the date of the EVENT, in accordance with the payment schedule set forth herein.

4. This shall include on-site parking on the day of the EVENT for guests of the RENTER. The RENTER shall furnish sufficient personnel to manage the parking areas throughout the EVENT; shall adhere to and enforce all traffic and parking requirements of the CITY; and shall be fully responsible for the safety of all vehicles, their operators and passengers traveling along or parking on the Norwalk City Property in connection with the EVENT

5. The RENTER will provide, at its own expense, all equipment, staff and services necessary for its EVENT. The CITY has no responsibility for providing any equipment, personnel or services for the EVENT

6. The RENTER shall not assign this Agreement, nor permit any use of the SITE other than as is herein specified

7. The RENTER shall not:

- Commit any nuisance on the SITE or do or permit to be done anything which may result in the creation or commission of a nuisance on the SITE
- Allow or participate in any of the following: (1) activities related to the exposure or display for sale of any food, beverage, goods or wares on the SITE unless with the express, written permission of the Norwalk City Clerk; (2) the solicitation at the SITE of any contribution (except entry fees)
- The display of any advertising for commercial purposes on the SITE at any time-except for banners advertising the EVENT sponsors, which banners must be approved in writing by the Director of Recreation and Parks prior to installation at the SITE

8. The RENTER shall provide, at its expense, all reasonably necessary security, cleanup, garbage collection and removal services and shall be responsible for ensuring that the SITE is at all times maintained in a clean, orderly and safe condition. The RENTER is responsible for restoring the SITE and all surrounding areas at the conclusion of the EVENT. Representatives of the CITY shall inspect the SITE prior to the initial setup in order to establish the condition thereof and again, after the EVENT, in order to assess any resulting damage to the City's property. Following the EVENT, the RENTER shall restore (or cause to be restored) the SITE to the condition established at the initial inspection, ordinary wear and tear accepted. If the SITE, any portion thereof, or any surrounding area, is in any way damaged by the actions, omissions, default or negligence of the RENTER, its agents, employees patrons, volunteers, guests, or any person admitted to the SITE by or with the knowledge of the RENTER, the RENTER shall be responsible to pay to the CITY, upon demand, such sums as may be necessary to restore the SITE to its condition immediately prior to RENTER's use. The RENTER agrees to provide a certified bank check made payable to the City of Norwalk in the amount of Fifteen Hundred Dollars (\$1,500.00), to insure the satisfactory clean up, restoration, and/or repair of the SITE and surrounding areas following the completion of the EVENT. A check will be promptly returned by the CITY following inspection of the SITE and approval of its condition. [6]

9. The RENTER hereby assumes full responsibility for the character, acts and conduct of any and all persons admitted to the SITE by or with the consent of the RENTER or its employees, volunteers, agents, or any person acting for and on behalf of the RENTER. The RENTER agrees to have on SITE at all time, sufficient security to maintain order and protect all persons and property. If the expected attendance is to be 200 or more at any event, including weddings (200 is the maximum permitted at the Mansion) separate arrangements for security must be made with the Norwalk Police Department. All expenses related to such officer has to be paid directly to Norwalk Police Department – 203-854- 3023. The RENTER is responsible for taking any and all reasonable precautions necessary to ensure the safety of all persons coming into the SITE during its period of contracted use. The RENTER shall promptly notify the on-site staff member or the Director of the Recreation and Parks Department Office in writing (an email) of any physical defects impacting the safety of the SITE of which it is aware or should become aware of prior to or during its use. The RENTER is responsible for any damage to City property as a direct or indirect result of or in connection with the EVENT; and shall be responsible for making restitution to the City for any and all such damages based on the reasonable cost of restoration as determined by the City. Such restitution shall be due within thirty days following demand and may be deducted from the Security Deposit without the prior consent or permission of the RENTER.

10. The RENTER shall indemnify, defend, and save harmless the CITY OF NORWALK, and all of its officers, agents, and employees, from any and all suits, actions, claims, demands, financial losses and liabilities (including reasonable attorney's fees), of any character, name or description arising out of the RENTER's use of the SITE; or on account of any act or omission, neglect, default or misconduct of the RENTER, its agents, officers, employees, volunteers, guests, invitees or any other person on the SITE with RENTER's permission or authorization. The provisions of this paragraph shall not be limited by the insurance coverage provided hereunder, shall be separate and independent of any other condition or requirement stated herein, and shall survive the termination or expiration of this Agreement.

11. The RENTER shall release and hold harmless the CITY from any and all liability, damages of any nature and claims that may arise directly or indirectly in connection with or as a result of the EVENT, regardless of whether caused by vendors or any individuals and/or entities participating in the EVENT or anyone directly or indirectly employed by or acting as an agent, volunteer or employee, on behalf of any of them or by anyone for whose actions or omission any of such actors, including RENTER, are or may be liable. RENTER is solely responsible for the conduct of the EVENT and for all actions undertaken by participants of the EVENT, and agrees not to look to the CITY in terms of any claim or liability arising out of the conduct of the EVENT except to the extent of any negligence or willful misconduct of any CITY employee. The City is not responsible for damage to or loss of RENTER's property or that of RENTER's licensees, invitees, agents and guests.

12. The RENTER may bring only the following in or onto the SITE:

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Unless listed above, no furniture, machinery or equipment may be brought onto the SITE without the prior written approval of the City of Norwalk, acting by its Director of Recreation and Parks Department.

13. Insurance Coverage: The RENTER shall maintain, at its own cost, insurance coverage applicable to its use of the SITE as stated herein. Such coverage shall be maintained in effect throughout the term of RENTER's use of the SITE until such time as the CITY indicates IN WRITING that RENTER has fulfilled its responsibilities hereunder. A Certificate of Insurance must be presented by the RENTER evidencing the coverage set out in the attached Insurance Rider. Insurance may be purchased through Recreation and Parks for the event.

14. If Alcoholic Beverages are being Served or Sold:

If alcoholic beverages will be SOLD at the EVENT, then the RENTER must:

- Contact the State Department of Consumer Protection Liquor Control Division and apply for a temporary permit. A copy of such permit must be provided to the City no later than two weeks prior to the date of the EVENT
- RENTER must provide Liquor Liability Insurance with minimum coverage of One Million Dollars and such Policy should name the City of Norwalk as an additional insured

If alcoholic beverages will be SERVED at the EVENT, then the RENTER must:

- Provide evidence of applicable Host Liquor Liability Insurance coverage in accordance with the requirements set out in the

Insurance Rider attached

- The Certificate of Insurance must indicate and the coverage must provide that the applicable insurance policies are written on a per occurrence basis and have been endorsed to name the City of Norwalk as an additional insured party. Such certificates must be presented with this Application and shall indicate that all coverage remain valid until the expiration of the RENTER's responsibilities hereunder

The City of Norwalk hereby issues the permit referenced above with the understanding that the RENTER has agreed to abide by and fulfill the conditions set forth herein and in the documents attached, which documents are incorporated into this Permit by reference.

15. The City may revoke this permit and any or all privileges hereby granted at any time if the RENTER fails to abide by the terms and requirements of

this permit or breaches any obligation or responsibility hereunder or if the CITY makes a determination that revoking this permit would be in its best interests. Effective upon revocation. [7]

16. Miscellaneous: No amendment of the Agreement shall be effective unless agreed to in writing by both parties. In the event that any provision of

this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect, The Agreement, constitutes the entire Agreement between the parties and supersedes all prior written or oral understandings, bids,

offers, negotiations, or communications of every kind.

The undersigned hereby represents the following:

I hereby represent for myself and/ or the entity on behalf of which I am acting in connection with this permit that I have read, understood and agree to abide by the terms and conditions set forth above as a condition of being issued this permit.

If, as the undersigned, I am not acting as an individual but am acting on behalf of a corporation, LLC, partnership or other legal entity, I represent that I have been granted all necessary authority to execute this permit; to act on behalf of and bind the entity listed as the RENTER; and that I have complied with all applicable requirements necessary to bind such entity under the terms of this permit.

I hereby affirm my authority to act on behalf of and bind the RENTER to the terms set forth herein

SCHEDULE "B"

INSURANCE RIDER

The RENTER shall provide and maintain insurance coverage in compliance with the following requirements:

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the RENTER's policies.

ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION

Minimum Scope and Limits of Insurance:

Commercial General Liability: Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Liquor Liability: Whenever liquor will be served at an EVENT or on the SITE, RENTER shall carry a policy providing a minimum of one million dollars coverage for damages arising out of bodily injury and property damage imposed on the Renter as a result or by reason of the selling, serving or furnishing of any alcoholic beverage. Host Liquor Liability should be purchased with a minimum of one million dollars coverage for organizations not in

the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

Acceptability of Insurers: The RENTER's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the RENTER shall notify the City

whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the RENTER agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the RENTER.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the RENTER to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided or cancelled before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the RENTER is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the EVENT of any such change the RENTER shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the RENTER's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the RENTER and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the RENTER's activities to be performed under this Agreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the RENTER shall furnish Certificate(s) of Insurance to the City Clerk's Office prior to the RENTER's EVENT. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, and P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

Signature \_\_\_\_\_



**Deposit**

EVENT	RESOURCE	DEPOSIT FEE	CHARGE	TAX	AMOUNT PAID	REFUNDS	BALANCE
Longshore Southport Kennel Club Dog Show	Taylor Farm	Security Deposit	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00

**Payment Schedules**

Original Balance: \$3,045.00    Current Balance: \$3,045.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Jan 9, 2026	\$2,295.00	\$0.00	\$0.00	\$2,295.00
Jun 7, 2026	\$750.00	\$0.00	\$0.00	\$750.00

X: \_\_\_\_\_

X: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Norwalk Online**

Mailing Address: 125 East Ave., Norwalk, CT  
06851  
Phone Number: (203) 854-7806  
Email Address: recreationt@norwalkct.gov

**Heather Hubbard**

Customer ID: 14430  
Home Phone Number: (203) 943-0583  
Cell Phone Number: (203) 943-0583  
Email Address: huffburger31@hotmail.com

City of Norwalk Online  
125 East Ave.  
Norwalk, CT 06851

PHONE:(203) 854-7806  
EMAIL:[recreation@norwalkct.gov](mailto:recreation@norwalkct.gov)

**Permit #** R3202  
**Status** Tentative  
**Date of Issue** Jan 9, 2026 11:44 AM  
**Expiration Date** Jan 30, 2026

<b>Customer Name</b>	Jason Grady - 15799	<b>Home Phone Number</b>	(203) 219-8057
<b>Customer Type</b>	General Public	<b>Cell Phone Number</b>	(203) 219-8057
<b>Mailing Address</b>	1 monroe st Norwalk, CT 06854	<b>Email Address</b>	<a href="mailto:npemeraldsociety@gmail.com">npemeraldsociety@gmail.com</a>
<b>System User</b>	Internet User		

Rental Fee	\$400.00
Discounts	\$0.00
Subtotal	\$400.00
Deposits	\$0.00
Deposit Discounts	\$0.00
<b>Total Permit Fee</b>	<b>\$400.00</b>
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$400.00

<b>Norwalk Police and Fire Emerald Society St Patrick's Day Parade</b>	1 resource(s)	1 booking(s)	<b>Subtotal: \$400.00</b>
<a href="#">Booking Summary</a>			
<b>Veterans Memorial Park (Event)</b>		<b>Center: Veterans Memorial Park</b>	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sat, Mar 14, 2026 10:30 AM	Sat, Mar 14, 2026 12:00 PM	1	\$0.00
Resource level fees			\$400.00

<a href="#">Custom Questions</a>	
QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	Yes
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	No
Are you using a food truck?	No
Are you using the pavilion? (Cranbury, Calf Pasture & Fodor Farm sites only)	No
Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	No
If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	0
Is there a 2nd date in mind or a rain date or location?	no

Number of people attending? (For the groups at the Cranbury Pavilion I, groups of over 70 are required to rent a portajohn)	100
What is the setup time?	11:00a
What type of event?	set up and line up for the st patrick's day parade
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	just people and vehicle lining up in the parking lot before w step off for the parade
Will the group be going into the water? (Beach permits only)	No
Will the public be invited to the event?	Yes
Will there be music? No amplified music at the beach.	No
Will you be bringing a grill? (Not allowed on grass, propane only)	No
Will you be having portable restrooms?	No
Will you be selling food, beverages, goods or wares?	No
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	No
Will you be using display advertising?	No
Will you be using temporary electrical resources?	No
Will you have a catering tent? (Gallaher Mansion site only)	No
Will you have over 200 guests- if so police officer will be required.	No
Will you need the Showmobile? (Calf Pasture only)	No
Will you solicit contributions at your event?	No

### Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	Mar 14, 2026	Jason Grady	Waiver Signed by: Jason Grady on Dec 30, 2025

City of Norwalk Recreation & Parks Department Facility Rental Event Application Form

This Contract is further subject to the following covenants and agreements:

- 1.Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.
  - 2.Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine.
  - 3.The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property. 4.The Renter may bring the following in or onto the Premises: \*Any tent (structure) 10 X 10 Feet or larger, including but not limited to; additional electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall \*Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event \*No other furniture, structures; machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks \*Open fires are strictly prohibited from all our indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Items include candles, sparklers, tiki torches, fire pits, etc. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Propane grills are allowed however they may not exceed 60" in length\*Recreation & Parks strictly prohibits the use of personal or commercial drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals 5.HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, it's employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.
  - 6.Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon7.ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION 8.The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit 9.The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event.10.CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit- which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded The total fee for your use of the Premises are based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express) Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date
- MAIL TO: NORWALK RECREATION AND PARKS DEPARTMENT NORWALK CITY HALL ATTN: REBECCA KOVACS125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869



Facility - Rental Agreement

Mar 14, 2026

Jason Grady

Waiver Signed by: Jason Grady on Dec 30, 2025

A REFUNDABLE SECURITY DEPOSIT IS REQUIRED TO COVER DAMAGE CREATED BY THE RENTER, THEIR GUESTS OR THEIR CONTRACTORS. THE SECURITY DEPOSIT IS DUE (30) DAYS IN ADVANCE OF THE EVENT DATE. IF THE FACILITY IS NOT LEFT IN PROPER ORDER, NORWALK RESERVES THE RIGHT TO HOLD THE ENTIRE DEPOSIT UNTIL ADJUSTMENTS ARE MADE TO CORRECT ANY DAMAGE. THE SECURITY DEPOSIT LESS ANY DEDUCTIONS FOR DAMAGES IS REFUNDABLE AFTER THE EVENT.

Separate arrangements for a police / security officer MUST be made with the Norwalk Police Department if attendance is expected to be 200 people or more for all events including weddings.

RENTAL AGREEMENT  
TERMS AND REQUIREMENTS

1.In consideration of RENTER agreeing to pay the user fee of, and having agreed to the terms and conditions set forth herein, the CITY hereby grants permission to the RENTER to utilize, (hereinafter the SITE) for the purpose of holding the EVENT described on the attached application, (hereinafter the EVENT) in compliance with all requirements, rules and regulations of the CITY.

2.The RENTER is permitted to use the SITE solely for purposes of the EVENT on the date(s) and time(s) set out on the application page. Such use must conform to all requirements of this agreement.

3.The RENTER agrees to pay in full all charges due under this Agreement 45 days prior to the date of the EVENT, in accordance with the payment schedule set forth herein.

4. This shall include on-site parking on the day of the EVENT for guests of the RENTER. The RENTER shall furnish sufficient personnel to manage the parking areas throughout the EVENT; shall adhere to and enforce all traffic and parking requirements of the CITY; and shall be fully responsible for the safety of all vehicles, their operators and passengers traveling along or parking on the Norwalk City Property in connection with the EVENT

5. The RENTER will provide, at its own expense, all equipment, staff and services necessary for its EVENT. The CITY has no responsibility for providing any equipment, personnel or services for the EVENT

6. The RENTER shall not assign this Agreement, nor permit any use of the SITE other than as is herein specified

7. The RENTER shall not:

- Commit any nuisance on the SITE or do or permit to be done anything which may result in the creation or commission of a nuisance on the SITE
- Allow or participate in any of the following: (1) activities related to the exposure or display for sale of any food, beverage, goods or wares on the SITE unless with the express, written permission of the Norwalk City Clerk; (2) the solicitation at the SITE of any contribution (except entry fees)
- The display of any advertising for commercial purposes on the SITE at any time-except for banners advertising the EVENT sponsors, which banners must be approved in writing by the Director of Recreation and Parks prior to installation at the SITE

8. The RENTER shall provide, at its expense, all reasonably necessary security, cleanup, garbage collection and removal services and shall be responsible for ensuring that the SITE is at all times maintained in a clean, orderly and safe condition. The RENTER is responsible for restoring the SITE and all surrounding areas at the conclusion of the EVENT. Representatives of the CITY shall inspect the SITE prior to the initial setup in order to establish the condition thereof and again, after the EVENT, in order to assess any resulting damage to the City's property. Following the EVENT, the RENTER shall restore (or cause to be restored) the SITE to the condition established at the initial inspection, ordinary wear and tear accepted. If the SITE, any portion thereof, or any surrounding area, is in any way damaged by the actions, omissions, default or negligence of the RENTER, its agents, employees patrons, volunteers, guests, or any person admitted to the SITE by or with the knowledge of the RENTER, the RENTER shall be responsible to pay to the CITY, upon demand, such sums as may be necessary to restore the SITE to its condition immediately prior to RENTER's use. The RENTER agrees to provide a certified bank check made payable to the City of Norwalk in the amount of Fifteen Hundred Dollars (\$1,500.00), to insure the satisfactory clean up, restoration, and/or repair of the SITE and surrounding areas following the completion of the EVENT. A check will be promptly returned by the CITY following inspection of the SITE and approval of its condition. [6]

9. The RENTER hereby assumes full responsibility for the character, acts and conduct of any and all persons admitted to the SITE by or with the consent of the RENTER or its employees, volunteers, agents, or any person acting for and on behalf of the RENTER. The RENTER agrees to have on SITE at all time, sufficient security to maintain order and protect all persons and property. If the expected attendance is to be 200 or more at any event, including weddings (200 is the maximum permitted at the Mansion) separate arrangements for security must be made with the Norwalk Police Department. All expenses related to such officer has to be paid directly to Norwalk Police Department – 203-854- 3023. The RENTER is responsible for taking any and all reasonable precautions necessary to ensure the safety of all persons coming into the SITE during its period of contracted use. The RENTER shall promptly notify the on-site staff member or the Director of the Recreation and Parks Department Office in writing (an email) of any physical defects impacting the safety of the SITE of which it is aware or should become aware of prior to or during its use. The RENTER is responsible for any damage to City property as a direct or indirect result of or in connection with the EVENT; and shall be responsible for making restitution to the City for any and all such damages based on the reasonable cost of restoration as determined by the City. Such restitution shall be due within thirty days following demand and may be deducted from the Security Deposit without the prior consent or permission of the RENTER.

10. The RENTER shall indemnify, defend, and save harmless the CITY OF NORWALK, and all of its officers, agents, and employees, from any and all suits, actions, claims, demands, financial losses and liabilities (including reasonable attorney's fees), of any character, name or description arising out of the RENTER's use of the SITE; or on account of any act or omission, neglect, default or misconduct of the RENTER, its agents, officers, employees, volunteers, guests, invitees or any other person on the SITE with RENTER's permission or authorization. The provisions of this paragraph shall not be limited by the insurance coverage provided hereunder, shall be separate and independent of any other condition or requirement stated herein, and shall survive the termination or expiration of this Agreement.

11. The RENTER shall release and hold harmless the CITY from any and all liability, damages of any nature and claims that may arise directly or indirectly in connection with or as a result of the EVENT, regardless of whether caused by vendors or any individuals and/or entities participating in the EVENT or anyone directly or indirectly employed by or acting as an agent, volunteer or employee, on behalf of any of them or by anyone for whose actions or omission any of such actors, including RENTER, are or may be liable. RENTER is solely responsible for the conduct of the EVENT and for all actions undertaken by participants of the EVENT, and agrees not to look to the CITY in terms of any claim or liability arising out of the conduct of the EVENT except to the extent of any negligence or willful misconduct of any CITY employee. The City is not responsible for damage to or loss of RENTER's property or that of RENTER's licensees, invitees, agents and guests.

12. The RENTER may bring only the following in or onto the SITE:

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Unless listed above, no furniture, machinery or equipment may be brought onto the SITE without the prior written approval of the City of Norwalk, acting by its Director of Recreation and Parks Department.

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14. If Alcoholic Beverages are being Served or Sold:

If alcoholic beverages will be SOLD at the EVENT, then the RENTER must:

- Contact the State Department of Consumer Protection Liquor Control Division and apply for a temporary permit. A copy of such permit must be provided to the City no later than two weeks prior to the date of the EVENT
- RENTER must provide Liquor Liability Insurance with minimum coverage of One Million Dollars and such Policy should name the City of Norwalk as an additional insured

If alcoholic beverages will be SERVED at the EVENT, then the RENTER must:

- Provide evidence of applicable Host Liquor Liability Insurance coverage in accordance with the requirements set out in the

Insurance Rider attached

- The Certificate of Insurance must indicate and the coverage must provide that the applicable insurance policies are written on a per occurrence basis and have been endorsed to name the City of Norwalk as an additional insured party. Such certificates must be presented with this Application and shall indicate that all coverage remain valid until the expiration of the RENTER's responsibilities hereunder

The City of Norwalk hereby issues the permit referenced above with the understanding that the RENTER has agreed to abide by and fulfill the conditions set forth herein and in the documents attached, which documents are incorporated into this Permit by reference.

15. The City may revoke this permit and any or all privileges hereby granted at any time if the RENTER fails to abide by the terms and requirements of

this permit or breaches any obligation or responsibility hereunder or if the CITY makes a determination that revoking this permit would be in its best interests. Effective upon revocation. [7]

16. Miscellaneous: No amendment of the Agreement shall be effective unless agreed to in writing by both parties. In the event that any provision of

this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect, The Agreement, constitutes the entire Agreement between the parties and supersedes all prior written or oral understandings, bids,

offers, negotiations, or communications of every kind.

The undersigned hereby represents the following:

I hereby represent for myself and/ or the entity on behalf of which I am acting in connection with this permit that I have read, understood and agree to abide by the terms and conditions set forth above as a condition of being issued this permit.

If, as the undersigned, I am not acting as an individual but am acting on behalf of a corporation, LLC, partnership or other legal entity, I represent that I have been granted all necessary authority to execute this permit; to act on behalf of and bind the entity listed as the RENTER; and that I have complied with all applicable requirements necessary to bind such entity under the terms of this permit.

I hereby affirm my authority to act on behalf of and bind the RENTER to the terms set forth herein

SCHEDULE "B"

INSURANCE RIDER

The RENTER shall provide and maintain insurance coverage in compliance with the following requirements:

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the RENTER's policies.

ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION

Minimum Scope and Limits of Insurance:

Commercial General Liability: Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Liquor Liability: Whenever liquor will be served at an EVENT or on the SITE, RENTER shall carry a policy providing a minimum of one million dollars coverage for damages arising out of bodily injury and property damage imposed on the Renter as a result or by reason of the selling, serving or furnishing of any alcoholic beverage. Host Liquor Liability should be purchased with a minimum of one million dollars coverage for organizations not in

the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

Acceptability of Insurers: The RENTER's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the RENTER shall notify the City

whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the RENTER agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the RENTER.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the RENTER to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided or cancelled before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the RENTER is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the EVENT of any such change the RENTER shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the RENTER's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the RENTER and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.


Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the RENTER's activities to be performed under this Agreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the RENTER shall furnish Certificate(s) of Insurance to the City Clerk's Office prior to the RENTER's EVENT. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, and P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

Signature \_\_\_\_\_



**Payment Schedules**

Original Balance: \$400.00    Current Balance: \$400.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Mar 14, 2026	\$400.00	\$0.00	\$0.00	\$400.00

X: \_\_\_\_\_

X: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Norwalk Online**

Mailing Address: 125 East Ave., Norwalk, CT 06851  
Phone Number: (203) 854-7806  
Email Address: recreation@norwalkct.gov

**Jason Grady**

Customer ID: 15799  
Home Phone Number: (203) 219-8057  
Cell Phone Number: (203) 219-8057  
Email Address: npemeraldsgociety@gmail.com

City of Norwalk Online  
125 East Ave.  
Norwalk, CT 06851

PHONE:(203) 854-7806  
EMAIL:[recreation@norwalkct.gov](mailto:recreation@norwalkct.gov)

**Permit #** R3198  
**Status** Tentative  
**Date of Issue** Dec 10, 2025 3:45 PM  
**Expiration Date** Jan 9, 2026

<b>Customer Name</b>	Shannon Whipple - 1376	<b>Home Phone Number</b>	(203) 880-9102
<b>Customer Type</b>	General Public	<b>Cell Phone Number</b>	(203) 943-9292
<b>Mailing Address</b>	36 Farmstead Lane Trumbull, CT 06611	<b>Email Address</b>	<a href="mailto:shannon@jsendurance.com">shannon@jsendurance.com</a>
<b>System User</b>	Internet User		

Rental Fee	\$2,080.00
Discounts	\$0.00
Subtotal	\$2,080.00
Deposits	\$0.00
Deposit Discounts	\$0.00
<b>Total Permit Fee</b>	<b>\$2,080.00</b>
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$2,080.00

**Garavel SoNo Half Marathon | 5K & Kids Fun Run**      1 resource(s)    1 booking(s)    **Subtotal: \$2,080.00**

[Booking Summary](#)

Veterans Memorial Park (Event)		Center: Veterans Memorial Park	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sun, Oct 4, 2026 12:00 PM	Sun, Oct 4, 2026 3:00 PM	1499	\$0.00
Resource level fees			\$2,080.00

[Custom Questions](#)

QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	No
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	No
Are you using a food truck?	Yes
Are you using the pavilion? (Cranbury, Calf Pasture & Fodor Farm sites only)	No
Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	Yes
If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	1
Is there a 2nd date in mind or a rain date or location?	no

Number of people attending? (For the groups at the Cranbury Pavilion I, groups of over 70 are required to rent a portajohn)	1200
What is the setup time?	Saturday 8:30 AM
What type of event?	Road Race
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	10x10 tents, food truck, beer trailer
Will the group be going into the water? (Beach permits only)	No
Will the public be invited to the event?	Yes
Will there be music? No amplified music at the beach.	Yes
Will you be bringing a grill? (Not allowed on grass, propane only)	No
Will you be having portable restrooms?	Yes
Will you be selling food, beverages, goods or wares?	No
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	No
Will you be using display advertising?	Yes
Will you be using temporary electrical resources?	Yes
Will you have a catering tent? (Gallaher Mansion site only)	No
Will you have over 200 guests- if so police officer will be required.	Yes
Will you need the Showmobile? (Calf Pasture only)	No
Will you solicit contributions at your event?	No

### Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	Oct 4, 2026	Shannon Whipple	Waiver Signed by: Shannon Whipple on Dec 10, 2025

City of Norwalk Recreation & Parks Department Facility Rental Event Application Form

This Contract is further subject to the following covenants and agreements:

- 1.Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.
  - 2.Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine.
  - 3.The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property. 4.The Renter may bring the following in or onto the Premises: \*Any tent (structure) 10 X 10 Feet or larger, including but not limited to; additional electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall \*Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event \*No other furniture, structures; machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks \*Open fires are strictly prohibited from all our indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Items include candles, sparklers, tiki torches, fire pits, etc. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Propane grills are allowed however they may not exceed 60" in length\*Recreation & Parks strictly prohibits the use of personal or commercial drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals 5.HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, it's employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.
  - 6.Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon7.ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION 8.The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit 9.The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event.10.CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit- which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded The total fee for your use of the Premises are based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express) Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date
- MAIL TO: NORWALK RECREATION AND PARKS DEPARTMENT NORWALK CITY HALL ATTN: REBECCA KOVACS125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869



Facility - Rental Agreement	Oct 4, 2026	Shannon Whipple	Waiver Signed by: Shannon Whipple on Dec 10, 2025
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A REFUNDABLE SECURITY DEPOSIT IS REQUIRED TO COVER DAMAGE CREATED BY THE RENTER, THEIR GUESTS OR THEIR CONTRACTORS. THE SECURITY DEPOSIT IS DUE (30) DAYS IN ADVANCE OF THE EVENT DATE. IF THE FACILITY IS NOT LEFT IN PROPER ORDER, NORWALK RESERVES THE RIGHT TO HOLD THE ENTIRE DEPOSIT UNTIL ADJUSTMENTS ARE MADE TO CORRECT ANY DAMAGE. THE SECURITY DEPOSIT LESS ANY DEDUCTIONS FOR DAMAGES IS REFUNDABLE AFTER THE EVENT.

Separate arrangements for a police / security officer MUST be made with the Norwalk Police Department if attendance is expected to be 200 people or more for all events including weddings.

RENTAL AGREEMENT  
TERMS AND REQUIREMENTS

1.In consideration of RENTER agreeing to pay the user fee of, and having agreed to the terms and conditions set forth herein, the CITY hereby grants permission to the RENTER to utilize, (hereinafter the SITE) for the purpose of holding the EVENT described on the attached application, (hereinafter the EVENT) in compliance with all requirements, rules and regulations of the CITY.

2.The RENTER is permitted to use the SITE solely for purposes of the EVENT on the date(s) and time(s) set out on the application page. Such use must conform to all requirements of this agreement.

3.The RENTER agrees to pay in full all charges due under this Agreement 45 days prior to the date of the EVENT, in accordance with the payment schedule set forth herein.

4. This shall include on-site parking on the day of the EVENT for guests of the RENTER. The RENTER shall furnish sufficient personnel to manage the parking areas throughout the EVENT; shall adhere to and enforce all traffic and parking requirements of the CITY; and shall be fully responsible for the safety of all vehicles, their operators and passengers traveling along or parking on the Norwalk City Property in connection with the EVENT

5. The RENTER will provide, at its own expense, all equipment, staff and services necessary for its EVENT. The CITY has no responsibility for providing any equipment, personnel or services for the EVENT

6. The RENTER shall not assign this Agreement, nor permit any use of the SITE other than as is herein specified

7. The RENTER shall not:

- Commit any nuisance on the SITE or do or permit to be done anything which may result in the creation or commission of a nuisance on the SITE
- Allow or participate in any of the following: (1) activities related to the exposure or display for sale of any food, beverage, goods or wares on the SITE unless with the express, written permission of the Norwalk City Clerk; (2) the solicitation at the SITE of any contribution (except entry fees)
- The display of any advertising for commercial purposes on the SITE at any time-except for banners advertising the EVENT sponsors, which banners must be approved in writing by the Director of Recreation and Parks prior to installation at the SITE

8. The RENTER shall provide, at its expense, all reasonably necessary security, cleanup, garbage collection and removal services and shall be responsible for ensuring that the SITE is at all times maintained in a clean, orderly and safe condition. The RENTER is responsible for restoring the SITE and all surrounding areas at the conclusion of the EVENT. Representatives of the CITY shall inspect the SITE prior to the initial setup in order to establish the condition thereof and again, after the EVENT, in order to assess any resulting damage to the City's property. Following the EVENT, the RENTER shall restore (or cause to be restored) the SITE to the condition established at the initial inspection, ordinary wear and tear accepted. If the SITE, any portion thereof, or any surrounding area, is in any way damaged by the actions, omissions, default or negligence of the RENTER, its agents, employees patrons, volunteers, guests, or any person admitted to the SITE by or with the knowledge of the RENTER, the RENTER shall be responsible to pay to the CITY, upon demand, such sums as may be necessary to restore the SITE to its condition immediately prior to RENTER's use. The RENTER agrees to provide a certified bank check made payable to the City of Norwalk in the amount of Fifteen Hundred Dollars (\$1,500.00), to insure the satisfactory clean up, restoration, and/or repair of the SITE and surrounding areas following the completion of the EVENT. A check will be promptly returned by the CITY following inspection of the SITE and approval of its condition. [6]

9. The RENTER hereby assumes full responsibility for the character, acts and conduct of any and all persons admitted to the SITE by or with the consent of the RENTER or its employees, volunteers, agents, or any person acting for and on behalf of the RENTER. The RENTER agrees to have on SITE at all time, sufficient security to maintain order and protect all persons and property. If the expected attendance is to be 200 or more at any event, including weddings (200 is the maximum permitted at the Mansion) separate arrangements for security must be made with the Norwalk Police Department. All expenses related to such officer has to be paid directly to Norwalk Police Department – 203-854- 3023. The RENTER is responsible for taking any and all reasonable precautions necessary to ensure the safety of all persons coming into the SITE during its period of contracted use. The RENTER shall promptly notify the on-site staff member or the Director of the Recreation and Parks Department Office in writing (an email) of any physical defects impacting the safety of the SITE of which it is aware or should become aware of prior to or during its use. The RENTER is responsible for any damage to City property as a direct or indirect result of or in connection with the EVENT; and shall be responsible for making restitution to the City for any and all such damages based on the reasonable cost of restoration as determined by the City. Such restitution shall be due within thirty days following demand and may be deducted from the Security Deposit without the prior consent or permission of the RENTER.

10. The RENTER shall indemnify, defend, and save harmless the CITY OF NORWALK, and all of its officers, agents, and employees, from any and all suits, actions, claims, demands, financial losses and liabilities (including reasonable attorney's fees), of any character, name or description arising out of the RENTER's use of the SITE; or on account of any act or omission, neglect, default or misconduct of the RENTER, its agents, officers, employees, volunteers, guests, invitees or any other person on the SITE with RENTER's permission or authorization. The provisions of this paragraph shall not be limited by the insurance coverage provided hereunder, shall be separate and independent of any other condition or requirement stated herein, and shall survive the termination or expiration of this Agreement.

11. The RENTER shall release and hold harmless the CITY from any and all liability, damages of any nature and claims that may arise directly or indirectly in connection with or as a result of the EVENT, regardless of whether caused by vendors or any individuals and/or entities participating in the EVENT or anyone directly or indirectly employed by or acting as an agent, volunteer or employee, on behalf of any of them or by anyone for whose actions or omission any of such actors, including RENTER, are or may be liable. RENTER is solely responsible for the conduct of the EVENT and for all actions undertaken by participants of the EVENT, and agrees not to look to the CITY in terms of any claim or liability arising out of the conduct of the EVENT except to the extent of any negligence or willful misconduct of any CITY employee. The City is not responsible for damage to or loss of RENTER's property or that of RENTER's licensees, invitees, agents and guests.

12. The RENTER may bring only the following in or onto the SITE:

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Unless listed above, no furniture, machinery or equipment may be brought onto the SITE without the prior written approval of the City of Norwalk, acting by its Director of Recreation and Parks Department.

13. Insurance Coverage: The RENTER shall maintain, at its own cost, insurance coverage applicable to its use of the SITE as stated herein. Such coverage shall be maintained in effect throughout the term of RENTER's use of the SITE until such time as the CITY indicates IN WRITING that RENTER has fulfilled its responsibilities hereunder. A Certificate of Insurance must be presented by the RENTER evidencing the coverage set out in the attached Insurance Rider. Insurance may be purchased through Recreation and Parks for the event.

14. If Alcoholic Beverages are being Served or Sold:

If alcoholic beverages will be SOLD at the EVENT, then the RENTER must:

- Contact the State Department of Consumer Protection Liquor Control Division and apply for a temporary permit. A copy of such permit must be provided to the City no later than two weeks prior to the date of the EVENT
- RENTER must provide Liquor Liability Insurance with minimum coverage of One Million Dollars and such Policy should name the City of Norwalk as an additional insured

If alcoholic beverages will be SERVED at the EVENT, then the RENTER must:

- Provide evidence of applicable Host Liquor Liability Insurance coverage in accordance with the requirements set out in the

Insurance Rider attached

- The Certificate of Insurance must indicate and the coverage must provide that the applicable insurance policies are written on a per occurrence basis and have been endorsed to name the City of Norwalk as an additional insured party. Such certificates must be presented with this Application and shall indicate that all coverage remain valid until the expiration of the RENTER's responsibilities hereunder

The City of Norwalk hereby issues the permit referenced above with the understanding that the RENTER has agreed to abide by and fulfill the conditions set forth herein and in the documents attached, which documents are incorporated into this Permit by reference.

15. The City may revoke this permit and any or all privileges hereby granted at any time if the RENTER fails to abide by the terms and requirements of

this permit or breaches any obligation or responsibility hereunder or if the CITY makes a determination that revoking this permit would be in its best interests. Effective upon revocation. [7]

16. Miscellaneous: No amendment of the Agreement shall be effective unless agreed to in writing by both parties. In the event that any provision of

this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect, The Agreement, constitutes the entire Agreement between the parties and supersedes all prior written or oral understandings, bids,

offers, negotiations, or communications of every kind.

The undersigned hereby represents the following:

I hereby represent for myself and/ or the entity on behalf of which I am acting in connection with this permit that I have read, understood and agree to abide by the terms and conditions set forth above as a condition of being issued this permit.

If, as the undersigned, I am not acting as an individual but am acting on behalf of a corporation, LLC, partnership or other legal entity, I represent that I have been granted all necessary authority to execute this permit; to act on behalf of and bind the entity listed as the RENTER; and that I have complied with all applicable requirements necessary to bind such entity under the terms of this permit.

I hereby affirm my authority to act on behalf of and bind the RENTER to the terms set forth herein

SCHEDULE "B"

INSURANCE RIDER

The RENTER shall provide and maintain insurance coverage in compliance with the following requirements:

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the RENTER's policies.

ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION

Minimum Scope and Limits of Insurance:

Commercial General Liability: Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Liquor Liability: Whenever liquor will be served at an EVENT or on the SITE, RENTER shall carry a policy providing a minimum of one million dollars coverage for damages arising out of bodily injury and property damage imposed on the Renter as a result or by reason of the selling, serving or furnishing of any alcoholic beverage. Host Liquor Liability should be purchased with a minimum of one million dollars coverage for organizations not in

the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

Acceptability of Insurers: The RENTER's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the RENTER shall notify the City

whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the RENTER agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the RENTER.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the RENTER to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided or cancelled before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the RENTER is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the EVENT of any such change the RENTER shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the RENTER's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the RENTER and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the RENTER's activities to be performed under this Agreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the RENTER shall furnish Certificate(s) of Insurance to the City Clerk's Office prior to the RENTER's EVENT. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, and P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

Signature \_\_\_\_\_



[Payment Schedules](#)

Original Balance: \$2,080.00 Current Balance: \$2,080.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Oct 4, 2026	\$2,080.00	\$0.00	\$0.00	\$2,080.00

X: \_\_\_\_\_

X: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Norwalk Online**  
 Mailing Address: 125 East Ave., Norwalk, CT  
 06851  
 Phone Number: (203) 854-7806  
 Email Address: recreationt@norwalkct.gov

**Shannon Whipple**  
 Customer ID: 1376  
 Home Phone Number: (203) 880-9102  
 Cell Phone Number: (203) 943-9292  
 Email Address: shannon@jsendurance.com

# NORWALK PURCHASING DEPARTMENT

11/06/2025

## RESPONSE SUMMARY - PROJECT #4463R

### Norwalk Urban Trail Projects East Rocks Road and Lakewood Drive Re Bid

Thank you for your response to our solicitation request. The following pages are a summary of the responses received.

BID SECURITY	VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMISSION	BID AMOUNT
YES	AJ's Landscaping Service LLC	YES	YES	\$732,510.00
YES	B&W Paving & Landscaping LLC	YES	YES	\$799,360.00
YES	Greenway property services	YES	YES	\$724,828.50
YES	Meticulous Landscaping & Design, Inc	YES	YES	\$771,750.00

\*Non-conforming bid: did not submit a Bid Security and/or did not submit the other required forms and/or submission requirements



11/06/2025

RESPONSE SUMMARY - PROJECT #4463R

Norwalk Urban Trail Projects East Rocks Road and Lakewood Drive Re Bid

Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
<input checked="" type="checkbox"/> B&W Paving & Landscaping LLC	Nov 04, 2025 10:14 AM EST	Betty Mucha	betty@bandwpaving.com	NZlWODcz
<input checked="" type="checkbox"/> Meticulous Landscaping & Design, Inc.	Nov 04, 2025 12:58 PM EST	Joseph Tamburro	metic7@optimum.net	NZlXMDQ5
<input checked="" type="checkbox"/> AJ's Landscaping Service LLC	Nov 04, 2025 10:09 AM EST	Anthony J Cossuto	ajlandscapesvc@gmail.com	NZlWODcx
<input checked="" type="checkbox"/> greenway property services	Nov 04, 2025 12:27 PM EST	Rocco Lagana	rocky.lagana@greenwayps.com	NZlXMDEx

CITY OF NORWALK  
PURCHASING DEPARTMENT

SECTION 1 – RESPONSE FORMS

**CITY OF NORWALK  
PURCHASING DEPARTMENT  
PROPOSER'S INFORMATION AND ACKNOWLEDGMENT FORM**

<i>D MAN's Garden Center</i>
Proposer's Name

<i>111 Harbor Ave</i>
Street Address

<i>Norwalk</i>	<i>CT</i>	<i>06852</i>
City	State	Zip

Business Telephone: <i>203 - 866 - 0841</i>
---

Email Address: <i>tjoman @ omans garden center. com</i>
---

<i>T. J. OMAN Project Superintendent</i>
Printed Name and Title of Individual Submitting Proposal

<p>The undersigned acknowledges that the terms, conditions and specifications of this RFP are understood and unconditionally accepted.</p>
--

	<i>12   11   2025</i>
Signature	Date



**CITY OF NORWALK  
PURCHASING DEPARTMENT**

1.1 PROPOSAL RESPONSE FORM

Vendor Name - <i>DMAN'S Garden Center</i>		
Address - <i>111 Harbor Ave, Norwalk CT 06852</i>		
Phone - <i>203-866-0841</i>	Fax - <i>203-852-8092</i>	Email - <i>tjoman@omansgardencenter.com</i>
Manager - <i>T.S. DMAN</i>		Fed ID# <i>06-1438334</i>

The undersigned hereby declares that they have carefully examined the plans, specifications and project sites and has satisfied themselves as to all the quantities and conditions and understands that in signing this proposal they waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that they will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

**A. PROPOSED FEES**

Task A: SUPPLY AND PLANTING OF TREES AT VARIOUS LOCATIONS		BASE PERIOD
		March 2026 – June 2029
A-1.	Total - Trees (supply & planting with two (2) year guarantee) (Sum of Unit Prices #1)	\$ 67,824.90
A-2.	Total - Shrubs (supply & planting with two (2) year guarantee) (Sum of Unit Prices #2)	\$ 3,925.60
<b>SUBTOTALS</b>		<b>\$ 71,750.50</b>
A-3.	Price for planting a donated tree (planting and maintaining only - no supplying or guarantee)	\$ 500.00
TASK B: TREE PLANTING PITS IN CONCRETE SIDEWALKS AT VARIOUS LOCATIONS		BASE PERIOD
		March 2026 – June 2029
B-1.	Total-Tree Planting Pits	\$ 1,428.20
<b>GRAND TOTALS (A-1.+A-2.+A-3. + B-1.)</b>		<b>\$ 73,678.70</b>

CITY OF NORWALK  
PURCHASING DEPARTMENT

**B. UNIT PRICING**

**Task A**

**SUPPLY AND PLANTING OF TREES AND SHRUBS AT VARIOUS  
LOCATIONS**

#1- TREES				UNIT PRICE
Genus/Species	Common Name	Size	Base Period	
Acer rubrum	Red Maple	2.5" - 3" cal.	\$ 1033.20	
Acer saccharum	Sugar Maple	2.5" - 3" cal.	\$ 1230.00	
Amelanchier x grandiflora (single-stem)	Autumn Brilliance Serviceberry (single-stem)	1.5" - 2" cal.	\$ 992.20	
Betula nigra	River Birch	2" - 2.5" cal.	\$ 1152.10	
Carpinus betulus 'Fastigiata'	Fastigate European Hornbeam (columnar)	2.5" - 3" cal.	\$ 1344.80	
Carpinus caroliniana	American Hornbeam	2.5" - 3" cal.	\$ 1344.80	
Celtis occidentalis (single-stem)	Common Hackberry (single-stem)	2.5" - 3" cal.	\$ 955.30	
Cercis canadensis	Eastern Redbud (pink)	2.5" - 3" cal.	\$ 1344.80	
Cornus alternifolia	Alternate-Leaf Dogwood	1.5" - 2" cal.	\$ 1086.50	
Cornus kousa	Kousa Dogwood	2" - 2.5" cal.	\$ 1066.00	
Cornus x Rutcan 'Constellation'	Constellation Flowering Dogwood (white)	2" - 2.5" cal.	\$ 1107.00	
Crataegus crus-galli var. inermis	Thornless Cock-Spur Hawthorn	2" - 2.5" cal.	\$ 1398.10	
Crataegus viridis 'Winter King'	Winter King Green Hawthorn	2" - 2.5" cal.	\$ 840.50	
Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Ginkgo	2.5" - 3" cal.	\$ 1828.60	
Gleditsia triacanthos var. inermis	Thornless Common Honeylocust	2.5" - 3" cal.	\$ 1115.20	
Ilex x 'Nellie R. Stevens'	Nellie Stevens Holly	7' - 8' ht.	\$ 1148.00	
Juniperus virginiana	Eastern Red Cedar	7' - 8' ht.	\$ 1107.00	

#1- TREES			UNIT PRICE
Genus/Species	Common Name	Size	Base Period
Larix laricina	American Larch	8' - 10' ht.	\$ 697.00
Liquidambar styraciflua	American Sweetgum	2.5" - 3" cal.	\$ 1107.00
Liquidambar styraciflua 'Slender Silhouette'	Slender Silhouette American Sweetgum	2.5" - 3" cal.	\$ 1295.60
Liriodendron tulipifera	Tuliptree	2.5" - 3" cal.	\$ 1451.40
Magnolia x Soulangiana	Saucer Magnolia	2.5" - 3" cal.	\$ 1045.50
Maius 'Donald Wyman'	Donald Wyman Crabapple	2" - 2.5" cal.	\$ 840.50
Maius 'Adirondack'	Adirondack Crabapple	2" - 2.5" cal.	\$ 840.50
Nyssa sylvatica	Black Tupelo	2.5" - 3" cal.	\$ 1506.20
Ostrya virginiana	Eastern Hop-Hornbeam	2" - 2.5" cal.	\$ 1143.90
Picea abies	Norway Spruce	7' - 8' ht.	\$ 1451.40
Picea glauca	White Spruce	2" - 2.5" cal.	\$ 1332.50
Pinus strobus	Eastern White Pine	7' - 8' ht.	\$ 918.40
Platanus occidentalis	American Sycamore	2.5" - 3" cal.	\$ 1230.00
Platanus x acerifolia 'Bloodgood'	Bloodgood London Planetree	2.5" - 3" cal.	\$ 1230.00
Prunus sargentii 'Columnaris'	Columnar Sargent Cherry	2" - 2.5" cal.	\$ 1586.00
Prunus sargentii	Sargent Cherry	2.5" - 3" cal.	\$ 1586.00
Prunus serrulata 'Kwanzan'	Kwanzan Cherry	2" - 2.5" cal.	\$ 963.50

#1- TREES				UNIT PRICE
Genus/Species	Common Name	Size	Base Period	
Prunus 'Autumnalis'	Higan Cherry	2" - 2.5" cal.	\$ 963.50	
Quercus bicolor	Swamp White Oak	2.5" - 3" cal.	\$ 1107.00	
Quercus coccinea	Scarlet Oak	2.5" - 3" cal.	\$ 1230.00	
Quercus palustris	Pin Oak	2.5" - 3" cal.	\$ 1033.20	
Quercus robur 'Fastigiata'	Pyramidal English Oak	2.5" - 3" cal.	\$ 1033.20	
Quercus rubra	Red Oak	2.5" - 3" cal.	\$ 1107.00	
Salix alba 'Niobe'	Golden Weeping Willow	2.5" - 3" cal.	\$ 1156.20	
Sophora japonica	Japanese Pagodatree	2.5" - 3" cal.	\$ 676.50	
Syringa reticulata	Japanese Tree Lilac	2.5" - 3" cal.	\$ 1004.50	
Thuja occidentalis 'Green Giant'	Green Giant Arborvitae	7' - 8' ht.	\$ 988.10	
Tilia americana	American Linden	2.5" - 3" cal.	\$ 1143.90	
Tilia americana 'Redmond'	Redmond American Linden	2.5" - 3" cal.	\$ 1348.90	
Tilia cordata 'Greenspire'	Littleleaf Linden 'Greenspire'	2.5" - 3" cal.	\$ 1369.40	
Zelkova serrata	Japanese Zelkova	2.5" - 3" cal.	\$ 955.30	
Magnolia virginiana	Sweetbay Magnolia	2" - 2.5" cal.	\$ 955.30	
Ulmus parvifolia	Lacebark Elm	2.5" - 3" cal.	\$ 955.30	
Ulmus americana 'Princeton'	American Elm 'Princeton'	2.5" - 3" cal.	\$ 992.20	

#1- TREES				UNIT PRICE
Genus/Species	Common Name	Size	Base Period	
Taxodium distichum	Bald-cypress	2.5"-3" cal.		\$ 1107.00
Gymnocladus dioica	Kentucky Coffeetree	2"-2.5" cal.		\$ 1275.10
Maackia amurensis	Amur Maackia	2"-2.5" cal.		\$ 1640.00
Koelreuteria paniculata	Goldenrain Tree	2"-2.5" cal.		\$ 1107.00
Acer buergerianum	Trident Maple	2.5-3" cal		\$ 1184.90
Cladrastis kentukea	Yellowwood	2"-2.5" cal.		\$ 877.40
Parrotia persica	Persian Parrotia	2"-2.5" cal.		\$ 1275.10
Eucommia ulmoides	Hardy Rubber Tree	2"-2.5" cal.		\$ 959.40
<b>SUM OF UNIT PRICES (#1)</b>				<b>\$ 67,824.90</b>

#2- SHRUBS				UNIT PRICE
Genus/Species	Common Name	Size	Base Period	
Amelanchier canadensis	Canadian Serviceberry	15 gal.	383 .40	\$
Amelanchier laevis	Smooth Shadbush	10 gal.	378 .00	\$
Aesculus parviflora	Bottlebrush Buckeye	15 gal.	340 .20	\$
Aronia melanocarpa	Black Chokeberry	10 gal.	253 .80	\$
Clethra alnifolia	Summersweet	10 gal.	253 .80	\$
Cornus sericea	Red Osier Dogwood	10 gal.	253 .80	\$
Cornus racemosa	Gray Dogwood	5 gal.	129 .60	\$
Hamamelis virginiana	American Witch-Hazel	15 gal.	337 .50	\$
Ilex verticillata	Winterberry	15 gal.	378 .00	\$
Myrica pensylvanica	Northern Bayberry	10 gal.	305 .10	\$
Rhododendron spp.	Rhododendron	15 gal.	405 .00	\$
Viburnum dentatum	Arrowwood Viburnum	10 gal.	253 .80	\$
Viburnum lentago	Nannyberry	10 gal.	253 .80	\$
<b>SUM OF UNIT PRICES(#2)</b>				<b>\$</b>
				<b>3,925 .60</b>

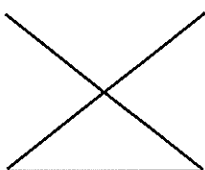
CITY OF NORWALK  
PURCHASING DEPARTMENT

C. UNIT PRICING

**TASK B**  
**TREE PLANTING PITS IN CONCRETE SIDEWALKS AT  
VARIOUS LOCATIONS**

Project Number: TP2025-1 - BASE PERIOD

Project Name: TREE PLANTING PITS IN CONCRETE SIDEWALKS AT VARIOUS LOCATIONS

ITEM NUMBER	QUANTITY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
0202513A	15	REMOVAL OF CONCRETE SIDEWALK		
			\$ 27.00	405.00
		per SQUARE FEET		
0205003A	2	TRENCH EXCAVATION (0' - 10' DEEP)		
			79.60	159.20
		per CUBIC YARD		
0921024A	4	RELAY PRECAST PAVER SIDEWALK AND DRIVEWAY		
			76.50	306.00
		per SQUARE FEET		
0944004A	2	FURNISHING AND PLACING TOPSOIL		
			79.00	158.00
		per CUBIC YARD		
0970006A	1	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)		
		FOUR HUNDRED DOLLARS & NO CENTS		\$400.00
		per ALLOWANCE		

Total Amount: \$ 1,428.20

One Thousand Four Hundred Twenty Eight dollars & Twenty Cents  
Total In Gross Sum Written In Words

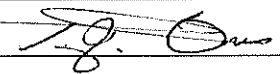
Note: Contractor is instructed to Enter the Total Amount in Section 1.1-A Proposed Fees Task B in the Box for Total - Tree Planting Pits - Base Period (Page 8).

CONTRACTOR'S NAME:

PROPOSAL

# CITY OF NORWALK PURCHASING DEPARTMENT

## D. CERTIFICATION

Submitted By: <i>T.S. OMAN</i>	Signature: 
Authorized Agent of Company (Name & Title):	
<i>Project Superintendent</i>	Date: <i>12/11/2025</i>

**E. The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):**

Addendum #	<i>1</i>	Dated	<i>12/2/25</i>	Addendum #		Dated	
Addendum #	<i>2</i>	Dated	<i>12/5/25</i>	Addendum #		Dated	

## CITY OF NORWALK PURCHASING DEPARTMENT

### 1.2 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1.	Number of years in business:	46	
2.	Number of personnel employed:	Part Time	Full Time
			23

3. List six contracts of this type/size your firm has completed within the last four years:

Project	Date	Contact Person	Phone No.
EVERSOURCE Energy	7/25	LAURA ROCK	203-918-8028
Cummings Park	10/25	JIM PARLANI	475-214-7119
Bocuzzi Park	9/25	Jeff Olszewski	203-650-7485
YMCA NC	8/25	MARK ROBBINS	203-228-6846
KOVACS CONST	11/24	WANDA MCGAGHY	203-943-3185
AQUARIUM WATER	9/25	STONE FOSTER	800-937-3997

4. **SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK
A. Vitti	11 Crystal St. -SFA	Tony Vitti	203-359-4723	Concrete Pavers

**CITY OF NORWALK  
PURCHASING DEPARTMENT**

<b>5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)</b>	general partnership		
	limited partnership		
	limited liability corporation		
	limited liability partnership		
	corporation doing business under a trade name		
	individual doing business under a trade name		
	<input checked="" type="checkbox"/>	other (specify) <i>Limited Liability S-Corp</i>	
	<b>6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled</b>	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes
		<input checked="" type="checkbox"/>	
<u>Out-of -State corporations</u> - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)		Yes	No
<b>7. CT eLICENSE (<a href="https://www.elicense.ct.gov">https://www.elicense.ct.gov</a>) / Business Registration (<a href="https://business.ct.gov/?language=en_US">https://business.ct.gov/?language=en_US</a>) :</b>  <div style="text-align: center; font-size: 1.2em;">9089731 - 000</div>			
<b>8. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:</b>			
Business Name			
Address			
City, State & Zip			
Name of Agent			

# CITY OF NORWALK PURCHASING DEPARTMENT

**NOTE:** In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening. A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

9. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

All information should be supported with appropriate audited financials

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt + Shareholders' Equity)

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential.

Additional information may be requested subsequent to your responding to this bid request.

### 1.3 CITY OF NORWALK VENDOR RECORDS

If you have not done business with the City of Norwalk as a vendor, your business information needs updating or your City of Norwalk vendor record has not been updated over three (3) years. Please complete and include **the latest version of Internal Revenue Service (IRS) W-9 Form** with your submission. Here is the URL to the IRS website:  
<https://www.irs.gov/forms-pubs/about-form-w-9>

### 1.4 INSURANCE

<b>Insurance Agency Name:</b> IMG Insurance Corp	<b>Tel:</b> 203-524-2361
<b>Agency Address:</b> 29 HARILANO ST. NORWALK CT 06851	<b>Email:</b> mforlivio@img.com

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>TAG Properties, LLC</b>		
	2 Business name/disregarded entity name, if different from above <b>dba Oman's Garden Center</b>		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>  S  </u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	5 Address (number, street, and apt. or suite no.) See instructions. <b>P.O. Box 2300</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Norwalk, CT 06852</b>		
7 List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
0	6	-	1	4	3	8	3	3	4

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>12-11-25</u>
------------------	----------------------------	------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

CITY OF NORWALK  
PURCHASING DEPARTMENT

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

# City of Norwalk Vendor Questionnaire

## IT Information Security

Rev 8.4.22

1. **Third-Party Contact Information** (please provide the POC for follow-up questions to this questionnaire):  
Vendor Name, Address, Point-of-Contact Name, Phone Number and Email

N/A

2. **Description of Services/Products:** Please provide a detailed description of services/products your organization aims to provide to the City?

Furnish & Install Trees & Shrubs for City of Norwalk

3. **System and Equipment Access:** Will your organization use your own systems and equipment to perform the services, or will your organization need access to the City's systems, equipment and network? (Yes or No, If Yes, please explain)

YES  NO

4. **Description of Data:** Are you using data from the City in order provide the services/product to the City (Yes or No, if Yes proceed to 3.1)

a. What data is needed to provide the services/products to the City?

*Example: Name, Social Security Number, Trade Information, Source Code, Payroll or Accounts Payable data, student or patient data, Law Enforcement data, any Personally Identifiable Information (PII), etc.*

YES  NO

## 1.6 Contractor's Certification (Federal Funds)

**CONTRACTOR'S CERTIFICATION**

As a material component of our bid, we hereby certify in good faith as follows:

1. If awarded a contract, we will, at all times, comply with all applicable federal, state, and local statutes, regulations, Executive Orders, ordinances, codes, Charters, and all other applicable laws, whether now in effect or made effective after our bid and during the term of our contract.

2. We expressly acknowledge that the City of Norwalk is receiving federal funds from the United States government for this project.

3. We are aware of and are in full compliance with all federal laws, including but in no way limited to Executive Order 14173.

4. We will, at all times during the term of this contract, remain fully compliant with all applicable laws, including laws and Executive Orders related to employment practices and contracting considerations.

5. We acknowledge and agree that it is our responsibility to stay current and informed as to any changes in applicable laws and to ensure our compliance with all applicable laws throughout the term of our contract.


6. We represent and warrant that we are in compliance in all respects with all applicable Federal anti-discrimination laws and acknowledge that our compliance is material to the Federal Government's payment decisions for purposes of section 3729(b)(4) of Title 31, U.S.C.

7. We represent and warrant that we do not operate any programs promoting Diversity, Equity, and Inclusion ("DEI") that violate any applicable Federal anti-discrimination laws.

8. We acknowledge that this certification is being relied upon by the City of Norwalk, in good faith, and that this certification is an inducement to the City of Norwalk to accept our bid. We further certify that we have consulted with counsel and make this certification voluntarily, with the express intention that the City of Norwalk rely upon same.

Bidder Name: (Printed or Typed): OMAN's Garden Center

Authorized Representative Name and Title: T.S. OMAN - Super

Authorized Representative Signature and Date:  12/11/25

[SIGNATURE PAGE FOLLOWS]

State of Connecticut )

County of Fairfield )

ss: \_\_\_\_\_

On this 11<sup>th</sup> day of 2025 before me, T.J. Oman, the undersigned officer, personally appeared Corey Parker Jr who acknowledged himself/herself to be the Super (the Officer") of Omans Garden Center ("Company"), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Officer, as his/her free act and deed and as the free act and deed of Company.

In witness whereof I hereunto set my hand.

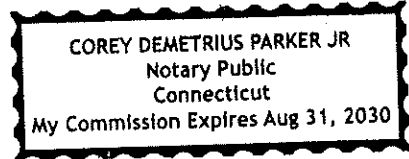
[Signature]

Signature of the Notary Public

Date: 12/11/25

Commission Expires: 8/31/2030

Corey Parker Jr.  
Printed Name of Notary Public





**Public Health**  
Prevent. Promote. Protect.  
Norwalk Health Department



To: Members of the City Council  
From: Deanna D'Amore, Director of Health  
Re: CT State Community College - Norwalk Facilities Use Agreement  
Date: January 21, 2026

The Health Department would like to provide free health screenings for students and staff of CT State Community College - Norwalk, as part of our Know Your Numbers program. Know Your Numbers provides community members with the opportunity to be screened for various health measures (A1C, blood pressure, BMI, and waist circumference), offers guidance on healthy behaviors to help reduce risk, and connects individuals to healthcare providers, food agencies, and other relevant community resources. This program is currently held in locations around the community, including Norwalk Public Library and the Open Doors Smilow Center, and was held twice last year at CT State Norwalk.

In order to hold a screening on CT State Norwalk campus in 2026, the school requires the execution of a Facility/Equipment Use Agreement for each screening date. The City of Norwalk and CT State used this agreement for screening dates in 2025 and now need an agreement for new screening dates in 2026. Exact dates are being finalized.

We request approval for the following authorization:

1. Authorize the Mayor, Barbara C. Smyth, to execute agreements and amendments with CT State Community College – Norwalk for Health Department staff and volunteers to use space on CT State Norwalk campus for the Know Your Numbers health screening program on various dates between February 1, 2026 and December 31, 2026.

## FACILITY/EQUIPMENT USE AGREEMENT

This Facility/Equipment Use Agreement ("Contract") is entered into by and between [Connecticut State Community College, a constituent unit of the State of Connecticut System of Higher Education, with an address of 185 Main Street, New Britain, CT 06051, on behalf of its **Norwalk** Campus, located at **188 Richards avenue, Norwalk, CT 06492 and City of Norwalk** (hereinafter the "Contractor") with a principal place of business at **125 East Avenue, Norwalk, Ct 06851**]

I. **USE and TERM:**     **USE OF FACILITIES**    AND/OR     **USE OF EQUIPMENT**    (Check One or Both)

<b>Use Summary:</b>	The constituent unit agrees it will permit Contractor to use [East Campus Atrium A & B – Including Tables & Chairs] for the sole purpose of Know Your Numbers Health Screening for the time period specified below and subject to the terms and conditions specified within this Contract.	
<b>Term:</b>	From [ 2/25/2026 ]	To [ 10/8/2026 ]
<b>Location:</b>	East Campus Atrium A & B	
<b>Day(s) and Hours:</b>	2/25 1pm-3pm, 4/23 12:30pm-2:30pm & 10/8 12:30pm-2:30pm Eastern Time	
<b>Reservation Number:</b>	[137196]	

II. **USE FEE:** Use Fee payment\* under this Contract is to be made as follows:

Deposit    \$0 due on or before 0  
Balance    \$0 due on or before 0

**MAXIMUM AMOUNT OF CONTRACT \$ [NO CHARGE]**

<b>Send Payment to:</b>	Name:	[N/A]
	Department:	[Institution Department, if applicable]
	Address:	[Institution Address]
	Phone:	[Institution Phone]
	Fax:	[Institution Fax]
	Contact:	[Institution Contact]
	Contact Email:	[Institution Email]

1. If Contractor is not an agency of the State of Connecticut, a deposit equal to [zero percent (0%)] of said fee shall be submitted by Contractor to the constituent unit with this signed Contract. Said deposit shall be credited against the payment by Contractor of the full fee for use. This deposit shall be non-refundable unless the constituent unit terminates this Contract in accordance with subsection 8(b) of Section VIII hereof, the constituent unit is unable to deliver possession of the facility through no fault of the Contractor., or the Contractor cancels its reservation at least sixty (60) days in advance of the Event.
2. The constituent unit reserves the right to cancel this Contract if it is not returned with the appropriate deposit.
3. **Additional Fees or Services:** This Use Fee herein is the minimum cost of the Event, based on the constituent unit's evaluation of information provided by the Contractor and does not include any additional labor or equipment. The Use Fee includes, but is not limited to, custodial, security, equipment and / or materials fees as determined by the constituent unit. The constituent unit reserves the right to add, change, alter, or delete any rule, policy or procedure pertaining to the rental of, usage of, or fees charged for the facilities and/or equipment.
  - a. Any additional custodial overtime services, additional technical assistance, additional security services, or any other unforeseen and unavoidable expenses, resulting from the Event and not part of the estimated costs shall be borne by the Contractor.
  - b. In addition, the constituent unit shall make every effort to provide advance notice of at least five (5) calendar days to the Contractor or its authorized representative if any special service is required to support production of the event. This will not be the case with "day-of-the-event" personnel overtime charges assessed as a result of services to support the presentation of the Contractor's event.
  - c. The constituent unit shall not be responsible for providing, for use of the Contractor, any spaces or venues that are not subject to this Contract. If the Contractor should decide not to utilize the facilities or any portion thereof, the constituent unit shall not be obligated to reduce any fees that have been charged for their use.

4. **Notices:** All notices, demands or requests provided for or permitted to be given pursuant to this Contract must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

**MUST BE COMPLETED**

If to the  
Constituent Unit\*: [CT State - Norwalk]  
188 Richards Avenue  
Norwalk, CT  
Attn: John Bennett

If to the  
Contractor\*: [City of Norwalk]  
125 East Avenue  
Norwalk, CT 06851  
Attn:

**[Note: \*Any party may change its Notice information in writing in accordance with this Section.]**

**III. GENERAL TERMS AND CONDITIONS:**

**1. Contractor Responsibilities:**

- a. The Contractor shall not include the name of the constituent unit and/or any of its institutional or athletic insignia or logos in any written materials, advertising or promotion without the prior written consent of the constituent unit other than as the location for the contracted event. The name of the constituent unit is not to be associated with any group that is not a bona-fide organization of the constituent unit.
- b. Contractor hereby warrants that it owns all rights, title and interest to, or is otherwise fully authorized to perform and display publicly, and to record, any and all parts of the event(s) covered by this Contract, including without limitation, all musical works, dramatic works, literary works, pictorial and graphic works and choregraphical works. Contractor shall have the sole obligation to obtain all permits, licenses and authorizations necessary from the holder of any copyright or other proprietary right of any and all parts of the event(s) covered by this Contract, and shall immediately upon the request of the constituent unit, deliver written proof of such to the constituent unit.
- c. The constituent unit reserves all commercial broadcasting, television, recording and filming rights, if available to be exercised by the constituent unit, for its own benefit. The constituent unit will consider releasing these rights under a mutually beneficial agreement with the Contractor. Bona fide news coverage shall remain exclusive of such agreement. The Contractor shall not permit the vending or distribution of any merchandise and/or service in the facilities or on the premises of the constituent unit except where specifically agreed upon as a part of this Contract.
- d. The Contractor may not assign any part or right of this Contract or sublet the constituent unit or any part thereof to any other party without the prior written consent of the constituent unit. The constituent unit will not be responsible for any agreement(s) made by the Contractor to Event participants or any other party unless such agreements are expressly made part of this Contract.
- e. The Contractor agrees to furnish the constituent unit's Contact with a copy of any contract between the Contractor and other parties for review prior to final approval for the use of constituent unit facilities.
- f. The Contractor shall comply with all applicable rules, policies and procedures promulgated by the constituent unit and/or the Connecticut State Colleges and Universities governing the use of the constituent unit's property and equipment. Specific system and constituent unit policies and procedures will be made available to the Contractor upon request. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract which in any manner affect its conduct or its use of the facilities. The constituent unit shall not be required to observe or comply with any rules, regulations, or policies of the Contractor that are not specifically stated and agreed to as part of this Contract.
- g. In the event of weather-related or other closing announcements, please call the relevant constituent unit Campus's Weather Information Line. A list of regional campus numbers can be found at the following website:  
<http://www.ct.edu/connsctu>. Information is also provided to local radio and television stations; however, the notifications are provided by the media as a courtesy and can be subject to inaccuracies. It is the responsibility of the Event coordinator to contact its attendees in the event of any cancellation. Please note that if the event is cancelled due to inclement weather, every effort will be made to reschedule your event. If that is not possible, your deposit will be refunded.
- h. The Contractor shall see that all refuse and waste will be deposited in proper receptacles each day.

- i. The Contractor shall utilize only the parking areas designated for all automotive parking of Event participants, parents, guests and spectators and agrees to instruct all Event participants, parents, guests and spectators to comply with this requirement.

## 2. **Security**

- a. The Contractor agrees that it shall be responsible for the cost of any security services so provided by the constituent unit, in accordance with Section II.3 above.. The official representative of the constituent unit on site during the contract period shall have full responsibility for the operation of the facility and the areas immediately adjacent thereto and shall act for and on behalf of the constituent unit in the management, supervision and control of the facilities.
- b. The Contractor shall be responsible for any and all loss of, or damage or injury to, any property owned by the constituent unit resulting from the negligent and/or intentional acts of its officers, employees, agents or attendees.
- c. The Contractor shall be responsible for the conduct of those in attendance at the Event and shall, at the Contractor's expense, provide for the necessary personnel, as determined by the constituent unit, to provide adequate and appropriate supervision of these attendees in accordance with and adherence to all of constituent unit policies and procedures which include but are not limited to the use of alcoholic beverages, consumption of food and the prohibition of smoking in all constituent unit facilities.
- d. Should there be a conflict during the presentation of the program; the Contractor agrees that the official representative of the constituent unit will have complete supervision, direction and operational control.
- e. The Contractor shall complete a constituent unit accident report for any incident requiring administration of first aid. Said accident reports shall be provided to the constituent unit's Public Safety Division within twenty-four (24) hours of any incident.
- f. The constituent unit shall revoke the privilege of any participant to use any constituent unit facility if, in the sole opinion of the constituent unit, the participant displays behaviors that are injurious or potentially injurious to themselves, others or property of the constituent unit.
- g. The Contractor shall not over-subscribe the Event in such a way as to exceed the legal fire capacity, of any of the facilities. If requested, the Contractor shall provide ticket manifests to verify that no over-subscriptions have occurred.

## 3. **Equipment**

- a. It is the responsibility of the Contractor to provide the constituent unit's Contact listed in Section II subsection 4 herein with all necessary information with regard to set-up, audio/visual, and other specific information relating to the use of the facilities 30 business days prior to the event. Failure of the Contractor to provide the necessary information will relieve the constituent unit from any obligation to provide these services in the manner desired by the Contractor.
- b. Equipment provided to or rented by the Contractor as part of this Contract is for use only in the facilities herein contracted and under the supervision, and operation where appropriate, of constituent unit personnel. Under no circumstances shall any equipment be moved from the facilities and/or removed from campus without the express written approval of the constituent unit.
- c. The Contractor shall see that any equipment provided by the constituent unit pursuant to this Contract shall be used appropriately and returned in good working order to its proper location following use each day.
- d. The Contractor agrees that equipment not specified as part of this Contract shall not be used by the Contractor or Event participants.
- e. Contractor agrees that all electrical connections must be made by constituent unit personnel and shall not install or operate any equipment, fixture or device, or operate or permit to be operated any engine, motor or other machinery, or use gas, electricity or flammable substances except with prior written approval of the constituent unit, under such conditions and restrictions as constituent unit may specify.
- f. The Contractor agrees that no equipment, device or fixture may be used which, in the opinion of the constituent unit, endangers the structural integrity of constituent unit facilities.
- g. No candles are allowed in the facility and the hanging of decorations with tape or nails, to any woodwork, is prohibited.
- h. Any equipment or effects of the Contractor remaining on the premises for more than 48 hours after the expiration of this Contract without prior written permission of the constituent unit shall be deemed abandoned and disposed of by the constituent unit at its sole discretion.
- i. The Contractor shall use only its own mobile device or pay telephones to conduct any business while using the facilities, unless there is an emergency.

#### IV. FOOD SERVICE / STATE SALES TAX:

1. **If catering services are available at the constituent unit and requested by Contractor:**

- a. The constituent unit presently has a contract for the provision of food service with a food service vendor, pursuant to which the food service vendor provides catering services at the constituent unit. Requests for catering services shall be made through the constituent unit's food service vendor. Food orders must be placed a minimum of two (2) weeks prior to the Event. The Contractor shall provide an estimate of the number of expected attendees to the constituent unit's food service vendor at the time the service request is placed. The Contractor shall provide the constituent unit's food service vendor a guaranteed guest count no fewer than forty-eight (48) hours prior to the Event.
- b. If applicable, the Contractor shall pay, at a minimum, the per person cost for the number of guests designated in guaranteed guest count provided to the constituent unit's Event Management Office or the constituent unit's designated contact person, as well as the per person cost for any guests served in excess of the guaranteed count. Prices for catering services may be obtained from the constituent unit's food service vendor. The constituent unit's food service vendor shall prepare and submit an invoice for the catering service to the Contractor, which invoice shall provide for payment by the Contractor directly to the food service vendor.
- c. In all cases, all information pertaining to changes in food menus, guaranteed guest counts or any other related food service item, must be communicated directly to the constituent unit's food service vendor. The Contractor agrees that neither the constituent unit nor the constituent unit's food service vendor shall be responsible for changes in services required or the number of attendees for which the Contractor is charged if such changes are not communicated directly to the constituent unit's food service vendor within the time frames specified in subsection 1.c. of this Section IV.
- d. The Contractor shall cancel catering orders, by directly notifying the constituent unit's food service vendor, a minimum of forty-eight (48) hours (excluding weekends) in advance of the Event. Should the Contractor fail to do so, it shall be responsible for the full cost of the catering service requested, which cost shall be based on the guaranteed guest count provided in accordance with subsection 1 of this Section IV. Cancellations that are necessitated by inclement weather must be made by 9:00 a.m. eastern time on the day of the Event.

2. **If catering services are not provided by or not available at the constituent unit:**

- a. The Contractor may engage a properly licensed third-party food service vendor ("third-party vendor") to provide catering services in relation to the Event. Contractor shall provide a description of the food and beverages to be served and shall provide the caterer's name and contact information to the constituent unit. Contractor shall be responsible for removal of all waste from the constituent unit's facilities at the conclusion of the Event. If the rental of additional dumpsters is necessary for large parties or events, a fee may be charged for each required dumpster. The constituent unit reserves the right to approve any third-party vendor providing catering services at the constituent unit's facilities. Approval of such third-party vendor must be given by the constituent unit in advance of the Term specified in Section I, above.

3. **State Sales Tax:**

- a. Under the Connecticut General Statutes, all sales of food and/or beverages for events held on campus are subject to the Connecticut state sales tax in effect at the time the Event occurs, unless the Contractor provides one of the following approved certifications for tax exemption for the program:
  - i. The organization is not reimbursed, in whole or in part, by donation or otherwise, for its payment for the meal by those consuming the meals, and the Contractor has provided an approved CERT-112 or CERT-123 from the Connecticut State Department of Revenue Services listing the Institution as the retailer. Such exemptions take a minimum of six (6) weeks to process through the Connecticut State Department of Revenue Services. Request forms are available from the Connecticut State Department of Revenue Services either at their office or website, <http://www.ct.gov/drs>.
  - ii. The Contractor is a nonprofit organization and is collecting a donation or leveling a charge for admission as a fundraiser and has supplied a completed CERT-119 or CERT-134 indicating that the Event is one (1) of the five (5) fundraisers or social events covered by the exemption the organization has for that calendar year, under the Special Notice 98(11) Exemption from the Connecticut State Department of Revenue Services, and listing the Institution as the retailer. Under no circumstances shall more than five (5) CERT-119 or CERT-134 forms be accepted from any one contractor in a given calendar year.
- b. In all cases, the Contractor shall submit the appropriate documentation to the constituent unit's Event Manager when the Contract is executed or, in cases where a CERT-112 or CERT-123 is being requested, no later than two (2) weeks prior to the Event. If a CERT-112 or CERT-123 is to be utilized, the Contractor shall submit the request to the Connecticut State Department of Revenue Services no later than eight (8) weeks prior to the Event.
- c. In all cases where the appropriate documentation for tax exemption is not provided within the specified time, the Contractor will be charged all appropriate Connecticut state sales tax.

**V. SPECIFIC TERMS AND CONDITIONS APPLICABLE TO ANY PROGRAM INVOLVING MINORS:**

1. Connecticut General Statutes §§ 17a-101 through 17a-103a, inclusive, currently set forth Connecticut's mandatory reporting laws concerning known or suspected abuse or neglect of a minor.
2. The Contractor will ensure that all of its employees or volunteers who will supervise or otherwise come into contact with minor attendees of any of the Contractor's programs using the constituent unit facilities are fully aware of and have been sufficiently trained to comply with, their reporting obligations pursuant to §§ 17a-101 through 17a-103a, as may be amended from time to time.
3. The Contractor's failure, including the failure of any of the Contractor's employees or volunteers, to comply with this Section may result in immediate termination of this Contract. In addition, the Contractor may be disqualified from entering into further contracts with the constituent unit.

**VI. SPECIFIC TERMS AND CONDITIONS APPLICABLE TO PARTICULAR VENUES:**

**1. If theater facilities are reserved:**

- a. The constituent unit shall provide essential stage equipment, lighting and sound, technicians, house management, and custodial services as it deems necessary for the Event, as well as any additional services mutually agreed upon by the constituent unit and the Contractor. The cost of such services shall be borne by the Contractor and are reflected in the fee for use specified in Section II of this Contract.
- b. When applicable, the Contractor shall provide, at its own expense, such event staff including, but not limited to ushers, ticket sellers, and ticket collection personnel, as deemed necessary by the constituent unit's Event Manager. These services may either be arranged through the constituent unit's Event Manager or provided by the Contractor, by mutual agreement of the parties. Personnel provided by the Contractor for ushering, ticket selling and ticket taking shall be under the general direction of the constituent unit's house management staff and shall arrive at the Event venue for a general training session regarding policies and procedures governing these activities one (1) hour prior to the doors opening for the Event. The Contractor acknowledges and agrees that the failure of such personnel to arrive for this training session on time will delay the opening of the doors for the Event.
- c. Any additional rehearsal and/or dressing room facilities must be specifically included in Section I of this Contract and the arrangements for set-up or special services in these areas must be made through the constituent unit's Event Manager. The cost of such services shall be borne by the Contractor and are reflected in the fee for use specified in Section II of this Contract.

**2. If a gymnasium or other sports facility is reserved:**

- a. All participants, parents, guests and spectators associated with the Event shall be limited to use of the lobby, venue and spectator stands associated with the venue(s) specified in this Contract.
- b. If locker rooms and showers are used, they shall be limited to the "student" locker facilities, unless otherwise specified. The Contractor shall supply or have participants supply their own locks for the lockers and agrees that all lockers shall be cleaned out of all clothing, equipment and supplies after each use, and that all locks shall be removed.
- c. The Contractor shall not permit street shoes to be worn on gym courts or pool decks.
- d. The Contractor shall not permit gum chewing on gym courts or in pool areas.
- e. If the facilities include an pool, Contractor shall provide, at its sole expense, a minimum of one (1) Red Cross certified lifeguard for each thirty (30) participants engaged in swimming activities. Contractor shall provide the constituent unit with a copy of the Red Cross certification held by each lifeguard providing life-guarding services.
- f. The Contractor shall bear the entire expense for any and all officials, referees and timekeepers it requires for the Event.

**VII. INSURANCE REQUIREMENTS:**

1. **Commercial General Liability:** Contractor shall provide the constituent unit a certificate of insurance, from its insurance provider, thirty (30) days prior to the Event, which states that the Contractor is insured for the period of time covered by this Contract with minimum Commercial General liability coverage established at: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage coverage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Fire Legal Liability, Contractual liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit. The constituent unit and its Board of Regents and their agents, officers and employees shall be named as Additional Insured. Said certificate of

insurance shall indicate the specific dates covered by this Contract and reference the Event set forth in Section I of this Contract. The coverage shall contain no special limitations on the scope of protection afforded to the State.

- a. If alcoholic beverages are served, but not sold, then host liquor liability coverage should be included within the Commercial General Liability coverage. If alcoholic beverages are sold, then a separate Liquor Liability policy (\$1,000,000 limit) is required.
  - b. If a caterer is providing alcoholic beverages, then the caterer is required to have insurance coverage in the amount of \$1,000,000. A Liquor Liability policy is required of the entity that is either serving or providing the alcohol.
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own a vehicle used in the execution of the Contract, then only hired and non-owned coverage is required. *[If a vehicle is not used in the execution of the Contract then automobile coverage is not required.]*
  3. **Workers' Compensation and Employers Liability:** *[If any employees of Contractor are involved in the use of facilities]* Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Policy Disease Limit, \$100,000 each employee.
  4. **Additional Provisions:**
    - a. The Contractor shall assume any and all deductibles in the described insurance policies.
    - b. The Contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.
    - c. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the State.
    - d. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail return receipt, has been given to the constituent unit.
    - e. All coverage is to be written on an "Occurrence" policy form.
    - f. The insurance companies providing coverage must have an A-, VII or better rating in the current edition of Best's Key Rating Guide and be licensed to do business in the State of Connecticut.
    - g. Contractor shall provide the constituent unit with a certificate of insurance thirty (30) days prior to the event, which states that the Contractor is insured for the period of time covered by this Contract and reference the event and event dates set forth in Section I of this Contract.
    - h. If Contractor claims to be a nonprofit agency, it must provide a copy of the appropriate official state or federal certification of that status, thirty (30) days prior to the Event. Failure to provide such certification will result in appropriate changes in Event pricing or cancellation of the reservation. Any documentation and/or certification provided for substantiation that an organization is a nonprofit agency under Connecticut state law shall only constitute verification of eligibility for nonprofit facility use rates, and shall not cover any exemption for Connecticut state sales tax for food purchases related to the Event.

#### **VIII. GENERAL STATE CONTRACT PROVISIONS:**

1. **Statutory Authority.** Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the constituent unit with authority to enter into contracts in the pursuit of its mission.
2. **Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
3. **Indemnification.** The Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys' fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Contract, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any intentional, reckless or negligent act or omission of the Contractor or its employees, agents or subcontractors.
4. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or

the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

5. **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the constituent unit arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
6. **Nondiscrimination.** Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.
7. **Executive Orders and Other Enactments.**
  - (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
  - (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
  - (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.
8. **Termination.**
  - a. **Termination for Cause.** In the event that the Contractor shall fail to perform, keep or observe any of these terms, covenants or conditions of this Contract, the constituent unit may terminate this Contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
    - i. If the Contractor and the constituent unit reach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
    - ii. If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the constituent unit reserves the right to terminate the Contract at that time by written notice of such termination.
    - iii. If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the constituent unit reserves the right to terminate the Contract at that time by written notice of such termination.
    - iv. The constituent unit will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
    - v. Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the Contractor shall forfeit all rights under this Contract, to any monies paid to the constituent unit, in the form of deposits, advance payments, etc., and be further responsible for any additional monies owed which the constituent unit deems necessary to cover expenses incurred due to the cancellation of the Contractor's event.
  - b. **Termination for Convenience.**
    - i. The constituent unit may terminate this Contract in whole or in part whenever, for any reason, the constituent unit shall determine that such termination is in the best interest of the constituent unit and/or the State of Connecticut.
    - ii. If this Contract is terminated by the constituent unit pursuant to this section, the constituent unit will provide the Contractor **[Please Insert Number of Days]** days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

9. **Force Majeure.** If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.
10. **Campaign Contribution Restrictions.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "SEEC Form 10:" [Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations.](http://www.seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf) [www.seec.ct.gov/Portal/data/forms/ContrForms/seec\\_form\\_10\\_final.pdf](http://www.seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf)
11. **Entire Agreement and Amendment.** This Contract is the entire agreement between the Contractor and the constituent unit and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Contract may be amended only in writing signed by both the Contractor and the constituent unit and approved by the Connecticut Attorney General, if applicable. The Contractor indicates it has read and freely signed this Contract, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this Contract are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.

**IX. ACCEPTANCE OF AGREEMENT**

If a signed original of this Contract has not been received by the constituent unit 2 weeks prior to the Event, the constituent unit shall have the right to contract with other parties for the use of the space without notice to the Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

**[CONSTITUENT UNIT]**

**[CONTRACTOR]**

By: _____	By: _____
Print Name: <u>John Bennett</u>	Print Name: _____
Title: <u>Associate Dean of Campus Operations</u>	Title: _____
Date: _____	Date: _____

**By the Connecticut Attorney General**

This contract template, having been reviewed and approved as to form by the Connecticut Attorney General, is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State Colleges and Universities, Board of Regents for Higher Education and the Connecticut Attorney General dated March 25, 2019. Therefore, no signature is required below.



**Public Health**  
Prevent. Promote. Protect.  
Norwalk Health Department



To: Members of the City Council  
From: Deanna D'Amore, Director of Health  
Re: TransactRx Billing Services Agreement  
Date: January 21, 2026

TransactRx is a medical billing service provider that offers a billing solution for the various vaccines administered through the Travel & Adult Immunization Program. The web based medical billing software application supports patient eligibility determination, fee schedule pricing and claims submissions, enabling the billing Medicare Part B, Medicare Part D, Medicaid, Medicaid VFC and some commercial payers for vaccines given. This platform has been used by Connecticut health departments for decades because it's proven to be a cost effective and efficient solution for vaccine billing.

The health department has utilized this provider for many years. In order to continue to provide uninterrupted Travel and Adult immunization services, the agreement is now due for renewal effective as of the date on the signed agreement.

We request approval for the following authorization:

1. Authorize the Mayor, Barbara C. Smyth, to execute agreements and amendments with POC Network Technologies LLC d.b.a. TransactRx to provide billing services on behalf of the Norwalk Health Department beginning on the date of signing of the agreement and continuing for a duration of one year after which the agreement will renew automatically.

## PROVIDER NETWORK AGREEMENT

This PROVIDER NETWORK AGREEMENT, together with all schedules, attachments, and exhibits (this “Agreement”) is entered into by and between POC Network Technologies LLC d.b.a. TransactRx (“TransactRx”), located at 201 West Saint John Street, Spartnabug, SC 29306, and the entity listed below (“**Provider**”). This Agreement shall become effective as of the date set forth on the signature page hereto.

Provider Full legal name:

Principal business address:

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WHEREAS, TransactRx operates the TransactRx Provider Network that is contracted with various payers and pharmacy benefit managers for the reimbursement of drug products dispensed or administered in medical provider facilities.

WHEREAS, TransactRx is a provider of prescription claims processing services for physician offices/medical facilities and TransactRx offers a real-time web based solution for processing claims for physician administered vaccines or physician dispensed drug products covered by Contracted Plans (“**MyTransactRx.com**”).

WHEREAS, Provider desires to and is eligible to participate in the TransactRx Provider Network to be reimbursed for providing vaccines and/or prescription drug products to eligible beneficiaries in connection with the claims processing capabilities of MyTransactRx.com and the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

### ARTICLE 1 DEFINITIONS

All capitalized terms used in this Agreement and not otherwise defined herein shall have the following definitions:

- 1.1 Affiliate. The term “Affiliate” shall mean any entity which owns or is owned by TransactRx, directly or indirectly, and any entity which is under common ownership with TransactRx directly or indirectly.
- 1.2 Average Wholesale Price or AWP. The terms “Average Wholesale Price” or “AWP” shall mean the average wholesale price of a Covered Service as established and reported by MediSpan, First DataBank, or other nationally recognized pricing source selected by TransactRx in its sole discretion. AWP shall be updated at least weekly or in accordance with reasonable industry standards with data received from the pricing source; provided, however, TransactRx receives usable and acceptable data from such pricing source, which if not received timely could result in delays. AWP does not represent a true wholesale price, but rather is a fluctuating benchmark provided by third party pricing sources. In the event that the AWP pricing benchmark used by TransactRx hereunder is replaced with another benchmark calculation (such as ABP – average benchmark price), TransactRx may switch to such new pricing benchmark upon written notice to Provider, and such notice will identify any new pricing terms, if any, required to maintain comparable pricing under the new benchmark.
- 1.3 Claim. The term “Claim” shall mean the Provider request for payment in the format prescribed by TransactRx of amounts due Provider under this Agreement for providing Covered Services to Covered Individuals.
- 1.4 Co-payment or Co-pay. The terms “Co-payment” or “Co-pay” shall mean the payment due from a Covered Individual to the Provider at the time the Covered Service is provided, according to the Covered Individual’s Plan or as otherwise required by a Payer, which shall be deducted from Provider’s reimbursement hereunder. Co-payments may include, but are not limited to, flat or percentage dollar amounts, coinsurance, deductible, and preferred or formulary incentives.

- 1.5 Cognitive Services. The term “Cognitive Services” shall mean certain services, agreed upon between TransactRx and Provider that are not required by Law when providing Covered Services, but may be rendered by a Provider.
- 1.6 Covered Individual. The term “Covered Individual” shall mean an individual who is eligible, as determined by Payers, to receive Covered Services under a Plan.
- 1.7 Covered Service. The term “Covered Service” shall mean any medically necessary drugs, devices, supplies, equipment, and other items (which may include insulin, disposable insulin syringes, and other diabetic supplies) dispensed to a Covered Individual for which such Covered Individual is entitled to receive in accordance with and subject to the terms and conditions (including any quantity, refill, or other limiting provisions) of the applicable Plan, including all services usually and customarily rendered by a Provider in the normal course of business, including but not limited to dispensing, counseling, and product consultation.
- 1.8 HIPAA. The term “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and any subsequent amendments or regulations promulgated thereunder.
- 1.9 Law. The term “Law” shall mean any federal, state, local or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards, instructions, or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, or any state or any agency, department, authority, political subdivision or other instrumentality thereof or a decree or judgment or order of a court.
- 1.10 Manual. The term “Manual” shall mean collectively the Provider operations manuals or provider manuals published by TransactRx, and as amended from time to time, which are provided or made available to Provider in written or electronic format to explain policies and procedures and other requirements required to be followed by Provider in connection with this Agreement.
- 1.11 NCPDP. The term “NCPDP” shall mean the National Council for Prescription Drug Programs, which is a pharmaceutical-industry trade association.
- 1.12 NDC. The term “NDC” shall mean the national drug code, which is an identifier published by the pharmaceutical industry for a prescription drug.
- 1.13 Network. The term “Network” shall mean a group of physicians that have agreed to participate in a national, state, Payer, or other network under this Agreement or obtained by acquisition or otherwise.
- 1.14 Payer. The term “Payer” shall mean the Plan Sponsor for which TransactRx provides certain prescription benefit administrative and/or management services or such Sponsor’s contracted administrator, agent or representative that contracts with TransactRx on behalf of such Payer.
- 1.15 Plan. The term “Plan” shall mean a contract, endorsement, or other agreement or program and any changes or additions thereto as may be made or amended from time to time which, by its terms, provides coverage for health care or Provider services and/or supplies or otherwise provides access to health care or Provider services and/or supplies pursuant to agreed upon terms.
- 1.16 Prescription Charge. The term “Prescription Charge” shall mean the total compensation payable to Provider for providing Covered Services to a Covered Individual. Such compensation shall be messaged to Provider via TransactRx’s electronic Claims submission system, and as more fully described in the applicable Program Requirements. The Prescription Charge is limited to the quantity of the Covered Service as prescribed, up to a thirty (30) day supply, unless a Covered Individual’s Plan and Program Requirements permits a different supply. The Prescription Charge is based on the actual bottle size, package size, or container from which the applicable Covered Service was dispensed from Provider’s stock.
- 1.17 Prior Authorization. The term “Prior Authorization” shall mean certain Covered Services, identified by TransactRx’s online system, that are not payable unless certain criteria are satisfied.

- 1.18 Program Requirements. The term “Program Requirements” shall mean those contracts, agreements and documents which set forth the rules, guidelines, policies and procedures of TransactRx and/or Payer, and may include, without limitation, Network participation requirements, credentialing, audit, drug utilization evaluation activities, prior authorization requirements, quality of care review, and/or grievance resolution procedures, as may be amended from time to time by TransactRx.

## ARTICLE 2 RELATIONSHIP OF THE PARTIES

- 2.1 Independent Entities. TransactRx and Provider are independent entities, and nothing in this Agreement shall be interpreted to create any relationship other than that of independent parties contracting with each other for the sole purpose of carrying out the provisions of this Agreement. In the performance of the obligations of this Agreement, regarding any services rendered under this Agreement, by either party or its agents, servants, or employees, each party is at all times acting and performing as an independent contractor with respect to the other party, and no party shall have or exercise any control or direction over the method by which the other party shall perform such work or render or perform such services and functions. It is further expressly agreed that no work, act, commission or omission of any party, its agents, servants or employees, pursuant to the terms and conditions of this Agreement, shall be construed to make or render any party, its agents, servants or employees, an agent, servant, representative, or employee of, or joint venture with, or fiduciary of, the other party. No provision of this Agreement or any part of any Plan shall be construed to require any physician to dispense any medication or specific type of medication to any Covered Individual if, in the physician’s reasonable professional judgment, such medication should not be dispensed to such person.
- 2.2 Relationship Between Provider and Covered Individuals. The relationship between Provider and Covered Individuals is that of physician and patient. Provider shall perform all professional and other services required to be provided under this Agreement and shall be free to exercise its own judgment on all questions of professional practice. Notwithstanding the foregoing, the term “Provider” may include one or more physicians working under a single Tax ID Number but all of whom have been enrolled in MyTransactRx.com and whose enrollment has been approved by TransactRx.
- 2.3 Non-Exclusivity. This Agreement is non-exclusive, and Provider may contract with other third party entities so long as its ability to perform its obligations under this Agreement is not impaired. Nothing in this Agreement shall in any way restrict the ability of TransactRx or Provider to enter into any agreement of any kind relating to the subject matter of this Agreement.

## ARTICLE 3 PARTICIPATION

- 3.1 General. Provider agrees to participate in the Network and provider programs designated herein or identified in the attached schedules. Participation in the Network shall be in accordance with this Agreement and the attached exhibits, schedules, and other rate sheets and addenda with respect thereto.
- 3.2 Other Provider Networks. TransactRx reserves the right to establish other provider networks (hereinafter “Other Networks”), which have their own set of selection criteria. If Provider does not meet the selection criteria, Provider understands and agrees that it will cooperate in the transfer of the Covered Individual information to a provider within the Other Network. In the event Provider renders Covered Services to the Covered Individual that should have been rendered by an Other Network provider, then Provider agrees that it will be deemed an out of network provider under the Covered Individual’s Plan for the rendition of said services. TransactRx will give Provider at least sixty (60) calendar days advance notice of the implementation of an Other Network.

## ARTICLE 4 RESPONSIBILITIES AND OBLIGATIONS OF PROVIDER

- 4.1 Licensure and Other Requirements. Provider represents and warrants that it is, and will maintain, in good standing, all federal, state, and local licenses and certifications as required by Law. Provider further represents and warrants that it has any necessary license to and can legally dispense prescriptions for Medicare and/or Medicaid programs; and that it is not subject to exclusion, suspension or debarment from the Medicare,

Medicaid, or other government healthcare programs (as further described below). Provider further represents and warrants that it has, and will maintain, policies for general and professional liability insurance in such forms and amounts reasonable for the industry, which shall in no event be less than the amount required by Law. Provider agrees to immediately notify TransactRx in writing of any suspension, revocation, limitation, or disciplinary action taken by any State licensing or regulatory authority agency (including, without limitation the State Board of Medical Examiners or similar agency, the State Board of Pharmacy or similar agency, or Medicare or Medicaid) and of any suspensions, cancellations, or material changes of insurance coverage. Provider acknowledges that failure to maintain the appropriate license, certifications, and/or insurance policies will result in immediate termination of Provider from the Networks. Provider must provide TransactRx evidence of such licenses, certifications, and insurance policies upon request.

- 4.2 **Ineligibility To Participate.** Providers sanctioned by the General Services Administration, Office of Inspector General, or other applicable regulatory body, who are not eligible to participate in Medicare, Medicaid, or other Federal health care programs are not eligible to participate in any Network. Provider warrants and represents that at the time of execution of this Agreement, neither it nor any of its employees, contractors, subcontractors or agents are ineligible persons identified on the General Services Administrations' List of Parties Excluded from Federal Programs (available through the internet at <http://www.arnet.gov/epls>) and the HHS/OIG List of Excluded Individuals/Entities (available through the internet at <http://www.dhhs.gov/progorg/oig>). In the event Provider or any employees, subcontractors or agents thereof becomes an ineligible person after entering into this Agreement or otherwise fails to disclose ineligible person status, Provider shall have an obligation to: (i) immediately notify TransactRx in writing of such ineligible person status, and (ii) within ten (10) calendar days of such notice, remove such individual, entity, or location that is responsible for, or involved with, Provider's business operations related to this Agreement. Excluded Providers may not submit claims for Covered Services under this Agreement.
- 4.3 **Other Provider Qualifications.** Provider acknowledges and agrees that Provider does not act as or provide services under this Agreement as a mail order provider, internet provider, long term care provider, institutional provider, 340B, or specialty provider as identified by either the National Council of Prescription Drug Programs ("NCPDP") or TransactRx, unless specifically agreed to by TransactRx in writing.
- 4.4 **Service Availability.** Provider shall provide Covered Services to all Covered Individuals pursuant to the terms of this Agreement during regular hours of operation of Provider and in the same manner, in accordance with the same standards, and with the same availability as that offered to other persons. Provider shall use best efforts to maintain an adequate supply of drugs, devices, supplies, equipment, and other items to provide Covered Services.
- 4.5 **Eligibility Verification.** Provider agrees to determine, as a condition precedent to providing Covered Services, the eligibility of each Covered Individual by requesting a current Payer identification card or by requesting Covered Individual's identification number and verifying eligibility using the on-line electronic network. Provider may not be paid for Covered Services provided to an individual whose eligibility was not correctly submitted to and verified by TransactRx.
- 4.6 **Providing Covered Services.** Provider will provide Covered Services to Covered Individuals subject to and in accordance with this Agreement, including but not limited to any exhibits, schedules or addenda hereto, the prescriber's directions, the Plan, the TransactRx System, applicable Law, and the standard of practice of the community in which Provider provides Covered Services and in a manner so as to assure the quality of such services in a culturally competent manner. Provider agrees that all Covered Services provided to Covered Individuals under this Agreement shall be provided by a physician or by a qualified person under a physician's direction. Provider shall have a licensed physician or other designated licensed professional available during all business hours for patient consultations, which will be provided to Covered Individuals at no additional charge.
- 4.7 **Collection From Covered Individuals.** Upon Covered Individual's receipt of each Covered Service, Provider shall collect and retain from the Covered Individual the Co-payment for the Covered Service. Provider shall have full responsibility for the collection of such Co-payment, as well as the collection of any other charge(s) designated as a Covered Individual's financial responsibility in accordance with the terms of the applicable Plan, and shall not seek to collect any Co-payment from TransactRx or Payers. Unless otherwise directed in writing by TransactRx, in no event shall Provider collect any greater amount than that indicated via the online system or

by the Payer by some other means . Provider shall not discount, waive, reduce, or defer Covered Individual's Co-payment in whole or in part. Provider shall not: (a) balance-bill a Covered Individual for a Covered Service; (b) charge Covered Individuals any charges other than the Co-Payment related to the Covered Service; and/or (c) charge a fee to Covered Individuals as a condition to be part of Provider's panel of patients.

- 4.8 Claims Submission. In each instance when a Covered Service is provided to a Covered Individual, Provider must submit a Claim to TransactRx or its designee. Provider agrees to obtain written consent and release from each Covered Individual to permit Provider to submit the Claim for Covered Service for reimbursement to the Payer and to retain any such reimbursement as compensation for Provider's services rendered to Covered Individual. Each Claim submitted by Provider will constitute a representation and certification by Provider to TransactRx that the Covered Services were provided to the Covered Individual and that the information transmitted is accurate, complete and truthful.
- 4.9 Electronic Format. All Claims (including Compounds) for Covered Services must be submitted electronically to TransactRx or its designee via the online system in ANSI X12 or NCPDP format (then most current version) or in such other manner and format as directed by TransactRx or its designee. Failure to submit the Claim electronically when the online system is operational may be considered a material breach and grounds for termination of this Agreement and/or TransactRx may impose a reasonable handling fee per Claim in those situations in which Provider submits Claims non-electronically. Provider shall provide and maintain at its expense the equipment, software, and communications network transmission capabilities necessary to access MyTransactRx.com in order to submit Claims and receive processing messages via the online system.
- 4.10 Required Information. Claims must be submitted in accordance with Law, the Manual and as otherwise set forth in this Agreement, including any exhibits, schedules and addenda hereto. Provider must submit all required information for the Claim as required by the online system.
- 4.11 Prescriber Identification Number. Unless prohibited by Law, and in accordance with the other provisions of this Agreement, TransactRx has the right to terminate this Agreement for cause if TransactRx determines in its sole discretion that Provider has submitted an unreasonable number of Claims with invalid prescriber identification and/or provider numbers ("**Prescriber Number**"). Prescriber Numbers shall be considered invalid when: (i) the Prescriber Number submitted by Provider with the Claim is not the Prescriber Number listed on the prescription by the Prescriber; or (ii) no Prescriber Number is provided on the prescription, and the Prescriber Number submitted by the Provider with the prescription Claim is not the "default" identification number provided by TransactRx; or (iii) the Prescriber Number submitted by the Provider with the prescription Claim does not correspond to the actual prescriber of the prescription. This provision of this Agreement does not prohibit Provider from submitting valid Prescriber Numbers that may be available to the Provider through its prescription claims processing system.
- 4.12 Time for Submission. All Claims shall be submitted promptly after providing the Covered Service, and in no event later than thirty (30) calendar days after the date that Covered Service is rendered (or such longer period required by applicable Law). Failure to timely submit a Claim may result in non-payment of such Claim.
- 4.13 Claim Reversals. All submitted Claims for Covered Services not received by a Covered Individual must be reversed through the online system. Unless otherwise notified in writing by TransactRx, Provider shall submit Claim reversals within ten (10) calendar days following the date the Claim was originally submitted. In addition, this provision prohibits Provider from submitting separate Claims for a Covered Service which should have been dispensed and covered as one Claim but due to inadequate supplies or other issues is dispensed and covered on different dates or at different times as multiple Claims.
- 4.14 Clinical, Quality, and Cost Containment Efforts. In providing Covered Services to Covered Individuals, Provider shall use its best efforts in supporting TransactRx and Payers in managing the cost and quality of Covered Services. Provider shall use best efforts to cooperate with cost containment efforts such as Formularies, prior authorization programs, and drug utilization reviews which promote prescribing and dispensing of appropriate and cost-effective therapeutic alternatives, including but not limited to the following:
- 4.14.1 Lowest Cost Drugs. Provider agrees to dispense the lowest cost drug that Provider then has in stock, consistent with the orders of the prescriber, the requirements of Law, and the professional judgment of Provider. In addition, Provider agrees to inform Covered Individuals, at the time of purchase, of

any differential between the negotiated price of the drug being dispensed and the price of the lowest-priced generic alternative available, that is therapeutically equivalent and bioequivalent and available from Provider.

- 4.14.2 Generic Substitution. Provider agrees to promote generic utilization and will provide Covered Services using generic medications whenever it is: (a) not specifically prohibited by prescriber or Law; (b) available at less cost than non-generic medications; and (c) in compliance with the applicable Plan and Formulary. Provider shall maintain a record on the original prescription order of its attempt at achieving generic dispensing.
- 4.14.3 Mandatory Generic Programs. Provider shall use its best efforts to support TransactRx and Payer mandatory generic programs.
- 4.14.4 Formulary Compliance. Provider shall dispense items on the Covered Individual's Formulary to the maximum extent permitted by Law. Depending upon the Plan, if the Covered Individual objects to generic substitution, such Covered Individual may be required to pay Provider directly for the filling of the Covered Service and submit a claim for reimbursement to TransactRx or its designee or to pay the difference between the adjudicated generic price and the brand drug price in addition to any other amounts due by Covered Individual. Provider shall maintain a record on the original prescription order of its attempt at achieving Formulary compliance.
- 4.14.5 Prior Authorization. Unless otherwise instructed in writing by TransactRx, if Provider receives a system message that states "Prior Authorization Required" (or such other language to that effect) when submitting a Claim for a Covered Service, Provider shall comply with such Prior Authorization requirements and as permitted by the Plan, obtain additional information and contact the TransactRx or Payer (as applicable) prior authorization help desk to determine if the Plan Prior Authorization requirements have been satisfied.
- 4.14.6 DUR. Drug Utilization Review ("DUR") messages may appear in the online claim response. Provider must view all screens necessary to receive the message detail and act upon all such messages subject to the professional judgment of the Provider. To the extent that TransactRx or its designee provides DUR information or messages to Provider, Provider acknowledges and agrees that: (a) information contained in DUR messages is derived from third party sources and is not independently developed by TransactRx; (b) the usefulness of DUR and other information is necessarily limited by the amount of patient information input into the online system as a result of Claims processing, the amount of information provided by Payers, and the thoroughness and accuracy of industry information and information provided by third parties; (c) DUR messages and other information are intended as an aid to, and not a substitute for, the knowledge, expertise, skill, and judgment of Provider and other healthcare professionals; (d) Provider and other healthcare professionals are responsible for acting or not acting upon information generated and transmitted by TransactRx or its designee; (e) TransactRx does not control the healthcare decisions made or actions taken by Provider or other healthcare professionals, Payers, or Covered Individuals; (f) the DUR messages and other information do not contain all currently available information on healthcare or pharmaceutical practices; (g) TransactRx and its designee are not responsible for failing to include information in a DUR message, for the actions or omissions of contributors of information to TransactRx or its designee, or for misstatements or inaccuracies in industry materials utilized by TransactRx or its designee; and (h) all warranty disclaimers and exclusions made by contributors of information or data to TransactRx or its designee shall apply to TransactRx hereunder.
- 4.15 TransactRx and Payer Programs and Initiatives. Provider agrees to provide Covered Services in accordance with any TransactRx and Payer programs and initiatives. This includes, but is not limited to, cooperating in good faith with, and participating in and complying with, any credentialing, utilization review, Cognitive services, and quality assurance initiatives of TransactRx and/or Payers, as communicated to Provider, as may be amended from time to time.
- 4.16 Professional Judgment. Nothing in this Agreement is intended to limit a Provider's or physician's professional judgment or violate applicable Law. Accordingly, notwithstanding anything to the contrary in this Agreement, Provider must exercise sound professional judgment at all times when providing Covered Services to Covered

Individuals. Provider may refuse to provide Covered Services to a Covered Individual based on that professional judgment, which must be documented. Provider shall be solely responsible for its professional services rendered.

- 4.17 Covered Service Products. All drug products utilized in providing Covered Services to Covered Individuals must be in compliance with applicable federal and state requirements including those of the Federal Food and Drug Administration.
- 4.18 Rebates. TransactRx, Payers, and/or their designees have and retain the right to submit all Claims for Covered Services for Covered Individuals to pharmaceutical companies in connection with rebate, discount or other similar programs. Unless otherwise agreed to in writing, Provider shall not submit any of the Claims for Covered Services for Covered Individuals to any pharmaceutical company for the purpose of receiving any rebates or discounts.
- 4.19 Grievance/Complaint Procedures. Provider agrees to cooperate fully with any applicable Covered Individual grievance, complaint, or similar procedure, including but not limited to, informing Covered Individuals of applicable grievance and/or complaint rights. Further, Provider agrees to fully cooperate with, and provide information requested by TransactRx and/or Payers, to enable TransactRx and/or Payers to conduct and resolve grievances that may be raised by Covered Individuals, Payers, or other providers regarding the provision of Covered Services by Provider, and Provider shall comply with any final determinations made relating to any such grievances. Disputes of malpractice are outside the scope of this Agreement. This provision shall survive termination of this Agreement.
- 4.20 Appeals Procedures. Provider agrees to comply with any applicable Covered Individual appeal(s) procedures, including but not limited to, informing Covered Individuals of applicable Appeal rights. This provision shall survive termination of this Agreement.
- 4.21 Non-discrimination. Provider shall not discriminate or differentiate against any Covered Individual as a result of his or her enrollment in a particular plan, or because of race, color, creed, national origin, ancestry, religion, sex, sexual orientation, marital status, age, disability, payment source, state of health, need for health services, status as a Medicare or Medicaid beneficiary, or any other basis prohibited by Law.
- 4.22 Notification of Legal Action. Provider shall notify TransactRx or its designated agent of any legal or administrative claim made or action filed against Provider arising from this Agreement, by a Covered Individual, or otherwise which could affect the ability of Provider to carry out of this Agreement within ten (10) calendar days of receipt of such claim or action.
- 4.23 Coordination of Benefits. Provider agrees to cooperate in good faith with TransactRx and Payers regarding coordination of benefits and to notify TransactRx promptly after receipt of information regarding any Covered Individual who may have a Claim involving coordination of benefits. Provider shall use its best efforts to secure information from Covered Individuals and other medical benefit plans to facilitate the coordination of benefits. When a Payer has been determined to be other than the primary payer, payment hereunder shall be based upon the Prescription Charge, reduced by the amount paid for the Covered Service by the primary and other tertiary plans. Provider agrees to accept such amount as payment in full for the Covered Service. Notwithstanding the foregoing, this Section shall not be construed to require Provider to waive coinsurance, indemnity balances and deductibles in contravention of any Medicare rule or regulation, nor shall this Section be construed to supersede any other Medicare Law.
- 4.24 Subrogation. Provider agrees to cooperate with TransactRx regarding subrogation and to notify TransactRx promptly after receipt of information regarding any Covered Individual who may have a Claim involving subrogation.
- 4.25 Program Conditions and/or Requirements and Manual. Provider agrees to comply with the Program Conditions and/or Requirements and the Manual.
- 4.26 Compliance with Law. Provider acknowledges that various state and federal mandates and guidelines may apply with respect to this Agreement and the pharmacy dispensing services provided under this Agreement. Provider represents and warrants that it is, and shall remain, in compliance with all applicable

laws, including but not limited to all applicable Medicare laws, regulations, and CMS instructions, all laws applicable to individuals and entities receiving Federal funds and all other applicable Federal and State laws, regulations, and governmental issuances, including but not limited to those governing participation in the Medicare Advantage Program, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act, the Rehabilitation Act of 1973, all applicable Federal and State anti-kickback statutes, and all Federal and State privacy and security requirements, including the privacy and security provisions contained in 42 CFR Section 403.812.

- 4.27 Provider Certification. Provider hereby certifies that it has provided the information required in Exhibit B to this Agreement and acknowledges that it has reviewed the Provider Attestation in Attachment 1 to Exhibit B and represents and warrants that the answer to each and every item is correct, based on complete, current, correct, and not misleading information. Provider shall update the Provider Certification promptly upon any material changes in the information contained therein, and otherwise upon request of TransactRx, and shall immediately notify TransactRx of any information that would make any of the statements in the Provider Attestation inaccurate.

## **ARTICLE 5 COMPENSATION AND PAYMENT**

- 5.1 Payment in Full. Provider will accept as payment in full for Covered Services rendered to Covered Individuals in accordance with this Agreement the amounts provided for in this Agreement, including the pricing Schedules hereto and any pricing Schedules, rate exhibits, amendments, or addenda entered into or agreed to by the parties prior to, on, or after the Effective Date of this Agreement (all of which are incorporated herein by this reference). Provider shall not be paid for prescriptions and/or services that are not Covered Services under the Plan. Unless otherwise agreed to in writing by the parties, Claims will be paid at the discounted AWP reimbursement rate minus the TransactRx claim transmission fee as identified by the TransactRx System at the time of Claim submission. In addition, Provider may seek reimbursement for costs associated with administration of any Provider-Administered Vaccine as permitted by Section 202(a) and/or 202(b) of the Tax Relief and Health Care Act of 2006 or other applicable Law.
- 5.2 Payment Processing Cycles. TransactRx shall process or arrange to process all Claims submitted for payment which are accurate, complete, and otherwise in compliance with this Agreement within thirty (30) calendar days of receipt. TransactRx shall issue or arrange to issue or require Payers to issue checks for payment of Claims at least every thirty (30) days. Provider acknowledges that TransactRx operates only as an intermediary between Payers and Provider with respect to payment. Payers have agreed with TransactRx to pay sufficient funds for claims submitted by Provider. Provided that sufficient payment has been received by TransactRx from Payer and provided the applicable Copayment has been collected by Provider, TransactRx will pay Provider for Covered Services provided to Covered Individuals in accordance with the payment rate information communicated to Provider through the electronic claims system, less the applicable Copayment; and Provider agrees not to seek reimbursement above and beyond the amount identified in this Agreement and communicated via the electronic claims system from TransactRx or the applicable Payer. TransactRx has no liability to Provider for nonpayment or for any delay in payment from a Payer and Provider shall look solely to the Payer for payment; provided that if a Payer has made payment to TransactRx as required under the agreement between the Payer and TransactRx, Provider shall look solely to TransactRx for payment of such amounts. To enable TransactRx to carry out the provisions of this Article 5, Provider hereby authorizes TransactRx as its limited agent for the purpose of receiving remittance advices, utilization reports, payments, and other information provided by Payers on behalf of Provider.
- 5.3 Overpayments and Authorized Deductions. Any amounts owed by Provider to TransactRx (including but not limited to claim transmission fees and overpayments from Claim reversals, errors, inaccurate submissions, or otherwise) shall become immediately due and owing and shall be paid by Provider to TransactRx upon request. Provider agrees not to attempt to affect any accord or satisfaction through a payment instrument or accompanying written communication and not to conditionally or restrictively endorse any payment instrument; and TransactRx shall not be bound by any such attempt or endorsement. In the event of non-payment by Provider or as otherwise authorized by this Agreement or at TransactRx's discretion, TransactRx may deduct or offset any overpayments or other amounts owed by Provider to TransactRx from any amounts

otherwise payable to Provider. TransactRx further reserves the right, in its sole discretion, to require Provider to assign to TransactRx any collection rights Provider may have against any person.

- 5.4 Payment for Cognitive and/or Other Services. TransactRx may, at its discretion and if Provider agrees, make payments to Provider with respect to Cognitive Services and/or other services provided to Covered Individuals. Such payments may result in different amounts payable to Provider hereunder.
- 5.5 Taxes. If any taxes, assessments, and/or similar fees (“**taxes**”) are imposed on Provider by a governmental authority for the provision of Covered Services to Covered Individuals, Provider shall be responsible for such taxes and shall not pass such taxes on to Covered Individuals, Payers or TransactRx unless specifically required to do so under applicable Laws or expressly permitted to do so by TransactRx or Payer. In no event shall TransactRx be liable for any taxes or the determination of the amount of taxes.
- 5.6 Objection To Payment. Provider must promptly notify TransactRx in writing of any alleged error, miscalculation, discrepancy or basis for disputing the correctness or accuracy of any Claim (whether paid, denied, rejected, reversed, or otherwise) within one hundred eighty (180) calendar days after payment is due. Otherwise, Provider will be deemed to have confirmed the correctness and accuracy of the Claims processed and/or paid during that financial cycle. In no event will TransactRx have liability above or beyond the aggregate amount of Claims during such one hundred eighty (180) calendar day period. To request an adjustment to a Claim payment, Provider must timely submit to TransactRx sufficient documentation to evidence that the Claim was paid incorrectly. This objection and time limitation does not apply with respect to any overpayments that may be made to Provider.
- 5.7 Covered Individual Held Harmless. Prior to providing Covered Services to a Covered Individual, Provider will collect from each Covered Individual the applicable Copayment as required by this Agreement. Provider will in no event (including, but not limited to, non-payment by TransactRx or any Payer, TransactRx’s or any Payer’s insolvency, or breach of this Agreement) bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against, a Covered Individual or other persons acting on their behalf. In the event of Payer’s insolvency or other cessation of operations, Provider agrees that benefits to Medicare Risk Covered Individuals will continue through the period for which premium has been paid. This provision does not prohibit the collection of Copayments or charges for non-covered services or items; however, Provider shall not add additional charges to the Copayment for the provision of Covered Services under this Agreement. This provision will survive the termination of this Agreement and supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Covered Individual or someone acting on the Covered Individual’s behalf.

## **ARTICLE 6 RECORD MAINTENANCE AND ACCESS**

- 6.1 Maintenance of Records. Provider agrees to maintain records as is required by TransactRx, by Law, or by appropriate regulatory authorities as such relate to Covered Services to be provided in accordance with this Agreement for a period of no less than ten (10) years (or such longer period required by Law) following the termination of this Agreement. Without limiting the generality of the foregoing, Provider shall maintain all Provider records and data relating to the provisions of Covered Services to Covered Individuals and its responsibilities under this Agreement in a manner consistent with appropriate Provider standards and Laws, including, without limitation, maintaining original prescription orders, patient signature logs, pharmaceutical purchase records, prescriber information, patient profiles, billing records, and payments received from, or on behalf of, Covered Individuals. With respect to re-written prescription, re-written prescriptions for Covered Services must contain all appropriate documentation which was on the original prescription. TransactRx may withhold, deny, or chargeback payments where records and logs are not maintained as required hereunder.
- 6.2 Access to Records. During the Term of this Agreement and for two (2) years thereafter, TransactRx, Payers, and any and all applicable governmental authorities, shall have access at all reasonable times to Provider’s books, records and other papers which relate to this Agreement and/or Covered Services, including, without limitation, original prescription orders, patient signature logs, pharmaceutical purchase records, prescriber information, patient profiles, billing records, and payments received from, or on behalf of, Covered Individuals.
- 6.3 Survival of Termination. The provision of this Article 6 shall survive the termination of this Agreement.

**ARTICLE 7  
AUDITS**

- 7.1 **Audit Procedures.** TransactRx, a Payer, the Comptroller General of the United States (“**Comptroller**”), the Department of Health and Human Services (“**DHHS**”), the Centers for Medicare and Medicaid Services (“**CMS**”), and their respective duly authorized representatives or designees shall have the right, for the term of this Agreement and for ten (10) years thereafter (or such longer period required by Law) to review, audit, examine, and reproduce any of Provider’s books, records, prescription files, and other documentation pertaining to Covered Services for Covered Individuals and/or Provider’s compliance with this Agreement. TransactRx will provide Provider with fifteen (15) calendar days prior notice, or such lesser or greater time as is required by Law, of any onsite audit. In addition, Provider shall provide records or copies of records requested by TransactRx, a Payer, Comptroller, DHHS, CMS, or their third party authorized representatives or designees within ten (10) calendar days from the date of such written request or such shorter time required by Law. Provider agrees to fully cooperate in good faith with such audits, regardless of the form of such audit, including but not limited to, onsite audits and audits by mail, in-house desk audits, drug utilization reviews and detection of Claim submission errors. If TransactRx is denied admission to the Provider or if Provider does not timely present requested documentation and records, Provider may be assessed a reasonable audit fee or TransactRx may deem 100% of the Claims to be audited as noncompliant and due and owing to TransactRx. In addition, where based on a sampling of audited Claims, if TransactRx determines that Provider has engaged in fraud or abuse or has made common errors in the submission of Claims, TransactRx has the right to extrapolate for purposes of determining the amount due and owing to TransactRx for noncompliant Claims to the extent not prohibited by Law.
- 7.2 **Audit Discrepancies.** Audits of Provider will be conducted to determine non-compliant or discrepant Claims, which include, but are not limited to, the following: Provider billed for brand, but dispensed generic; quantity dispensed does not reflect the prescription order, ethical use, exceeds or is not in accordance with the Covered Individual’s Plan; missing (or not timely produced) hard copy prescriptions; reason not specified on prescription when refill too early message is over-ridden; inaccurate Prescriber Numbers submitted; NDC number billed not in accordance with NDC number administered; NDC number of product or number of units billed does not reflect Covered Service.
- 7.3 **Audit Recovery.** If it is determined by TransactRx or its designee that overpayments were made to Provider, any such overpayment shall become immediately due and owing and shall be paid by Provider to TransactRx upon notice to Provider. TransactRx may, at its sole discretion, deduct or offset such amount of any overpayments made to Provider from any amounts otherwise payable to Provider.
- 7.4 **Provider Non-Compliance.** If Provider is deemed non-compliant with this Agreement, certain penalties may apply, including, but not limited to, fees, interest, penalties, damages, or other charges imposed upon TransactRx by governmental entities, regulatory agencies, and/or Payers. TransactRx has the right to deduct any such amounts from any amounts payable to Provider. TransactRx may report its audit findings to Payers, appropriate governmental entities, and/or regulatory agencies.
- 7.5 **Survival of Termination.** The provisions of this Article 7 shall survive the termination of this Agreement.

**ARTICLE 8  
INSURANCE, INDEMNIFICATION AND ACCOUNTABILITY**

- 8.1 **Insurance.** Provider, at its sole cost and expense, shall procure and maintain policies of general and professional liability insurance and such other insurance as shall be necessary to insure it and its employees against any claim or claims for damages arising out of, or related to, alleged personal injuries or death occasioned directly or indirectly in connection with the performance of Covered Services and activities of Provider, and/or the use of any facilities, equipment or supplies provided by Provider. Each of such policies shall be amounts of at least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate, or such greater amount required by Law. In addition, all health care professionals employed or under contract with Provider to provide Covered Services to Covered Individuals shall procure and maintain such insurance, unless such health care professionals are covered under Provider’s insurance policies. Provider shall name as an additional insured TransactRx, its successors and assignees. Provider shall immediately notify

TransactRx in writing of any suspension, cancellation, or material change of insurance coverage. Provider shall furnish TransactRx reasonable proof of such insurance as may be requested upon execution of this Agreement and/or at any reasonable time thereafter. Provider acknowledges and agrees that failure to maintain the appropriate insurance policies will result in immediate termination of this Agreement. This provision shall survive the termination of this Agreement.

- 8.2 **Indemnification.** All liability arising from the provision of Covered Services and any other services rendered by Provider will be the sole responsibility of Provider. Provider will indemnify, defend, and hold harmless TransactRx, its designees, Payers, and their respective shareholders, officers, directors, employees, agents, and representatives from and against any and all liabilities, losses, awards, settlements, claims, injuries, damages, expenses, demands, penalties, or judgments of any kind (including reasonable costs, expenses, and attorneys' fees) that may result or arise out of: (a) any actual or alleged malpractice, negligence, misconduct, or breach by Provider in the performance or omission of any act or responsibility assumed by Provider; (b) the provision of Provider services for the sale, compounding, dispensing, manufacturing, or use of a drug or device dispensed by Provider; or (c) the breach or alleged breach by Provider of any representation, warranty, or covenant of Provider as set forth in this Agreement.
- 8.3 **Data Processing Limitations.** Provider acknowledge that TransactRx or its designee will provide electronic claims/data processing services (hereinafter the "**Data Processor**"). TransactRx MAKES NO EXPRESS WARRANTIES AS TO SUCH DATA PROCESSING SERVICES, AND NO WARRANTIES ARE TO BE IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TransactRx, ITS SUBSIDIARIES OR AFFILIATES, OR ITS SUBCONTRACTORS, HAVE ANY LIABILITY WHATSOEVER TO PROVIDER ARISING OUT OF OR IN CONNECTION WITH SUPPLYING OR FAILING TO SUPPLY THE DATA PROCESSING SERVICES. Provider acknowledges that Data Processor has expended substantial sums in creating and obtaining rights in the applications software programs used in the provider program(s) (the "**System**") and has substantial proprietary interest and valuable trade secrets therein. At no time during the term of this Agreement or thereafter may Provider assign, sell, license, let, duplicate, transfer, pledge or hypothecate the System or any portion thereof. Provider shall utilize reasonable security controls to protect the System which are no less stringent than those Provider uses to protect its own proprietary rights. Provider agrees that all data submitted to the Data Processor for processing and all output provided by the Data Processor shall be delivered and transported to and from Provider at its sole risk, cost and expense. Ownership rights to all data and information submitted to Data Processor or TransactRx in connection with this Agreement shall vest in TransactRx.
- 8.4 **Limitation of Liability.** Notwithstanding any other term of this Agreement, in no event shall TransactRx be liable to Provider for special, indirect, incidental, exemplary, consequential (including but not limited to loss of profits) or punitive damages arising from the relationship of the parties or the conduct of business under this Agreement (even if TransactRx has been advised of or has foreseen the possibility of such damages).

## **ARTICLE 9 CONFIDENTIAL AND PROPRIETARY RIGHTS**

- 9.1 **Covered Individual Records.** Provider and TransactRx agree that all Covered Individual records shall be treated as confidential so as to comply with all Laws regarding the confidentiality of Covered Individual records, including, without limitation, the HIPAA and amendments thereto, and/or is prudent in accordance with applicable industry standards. Provider agrees to execute any documents reasonably necessary for Provider, TransactRx and/or a Payer to comply with HIPAA. Provider agrees never to provide Covered Individuals' information to others for Provider's pecuniary gain. Nothing herein is meant, however, or shall be construed, to limit the rights of TransactRx, or the rights of governmental authorities, to inspect and copy any accounting, administrative, or Covered Individual records maintained by Provider pursuant to Article 7 of this Agreement.
- 9.2 **Confidential and Proprietary Information.** Provider agrees that all terms contained herein and within any other agreement between TransactRx and Provider, and all pricing, programs, services, business practices, and procedures of TransactRx and Payers are confidential and/or proprietary. Provider agrees to maintain the confidential nature of such materials and not to disclose the terms and conditions contained herein or contained in any other agreement with TransactRx or any pricing, programs, services, business practices, or procedures of TransactRx or Payers, without the express written consent of TransactRx or the applicable Payer,

unless such information is already publicly available due to no fault of Provider or such disclosure is required to comply with any Law.

- 9.3 **Remedies.** Provider shall promptly notify TransactRx if it becomes aware of any use of confidential information or data that is not authorized by TransactRx. Provider acknowledges and agrees that any unauthorized disclosure or use of confidential and/or proprietary information or data obtained from or provided by TransactRx would cause TransactRx immediate and irreparable injury or loss that cannot be fully remedied by monetary damages. Accordingly, if Provider fails to comply with this Article 9, TransactRx is entitled to seek and obtain injunctive relief, monetary remedies, and/or such other damages as available by Law against Provider.

## **ARTICLE 10 MARKETING, ADVERTISING, AND PUBLICITY**

- 10.1 **Publish Provider Information.** Provider agrees to provide to TransactRx, and agrees that TransactRx may publish, Provider's name, address, telephone number, hours of operation and other similar descriptive information or information reasonably required for any advertisement, literature or publication produced for the marketing, administration and/or operation of a provider program or Network. Provider's use of the name or a symbol, trademark or service mark of TransactRx or its Affiliates or subsidiaries in any advertisement, literature, publication, pamphlet or sign Provider uses, whether or not such use relates to Provider's participation in the provider program(s) or Network(s), shall be subject to the prior written consent of TransactRx. Notwithstanding such consent, nothing herein shall be deemed to grant Provider any rights in such names, symbols, trademarks or service marks. Upon termination of this Agreement, Provider agrees to immediately cease all such use.
- 10.2 **Marketing and Promotion.** Provider shall make reasonable efforts, as permitted by applicable Law, to assist TransactRx or Payers in marketing Plans. Provider shall ensure that all Provider facilities maintain reasonable TransactRx or Plan promotion, membership and marketing materials as reasonably requested by TransactRx or Payer, consistent with the signage visibility and marketing support granted to third parties other than TransactRx.
- 10.3 **Direct Marketing.** Provider shall not directly market to or solicit Covered Individuals without written authorization from TransactRx and the applicable Payer. Such marketing and soliciting activities to Covered Individuals shall include without limitation direct marketing campaigns and solicitations via mail, telephone, internet or any other means available.
- 10.4 **Public Comments.** TransactRx and Provider agree that, in the event of conflict involving the terms of this Agreement or termination of this Agreement, both TransactRx and Provider will refrain from publicly disparaging the other.

## **ARTICLE 11 GOVERNING LAW AND DISPUTE RESOLUTION**

- 11.1 **Choice of Law.** This Agreement shall be construed, interpreted, and governed by the Laws of the State of South Carolina, without giving effect to its conflict of laws provisions. The operation of Provider or the professional practice of Provider shall in all respects be governed by the laws of the state wherein the Provider is located and where the practice of Provider is performed.
- 11.2 **Dispute Resolution.** In the event that any dispute, claim or controversy arising out of or relating to this Agreement arises between Provider and TransactRx, except for disputes deemed by TransactRx to be related to termination without cause of this Agreement, both agree to meet and make a good faith effort to resolve the dispute. If such efforts are unsuccessful, either party may commence arbitration by filing an arbitration demand with the American Arbitration Association ("AAA") or American Health Lawyers Association ("AHLA") within thirty (30) calendar days of the meeting. The dispute will be resolved through arbitration to be conducted in Spartanburg, South Carolina.

Any dispute subject to arbitration shall be settled by binding arbitration, strictly in accordance with this Agreement, except to the extent the dispute is required by Law to be resolved by a state or federal authority. The parties shall not have the right to

participate as a member of any class of claimants pertaining to any dispute subject to arbitration hereunder, nor shall there be any authority for disputes arising hereunder to be arbitrated on a class action basis. Arbitration shall be limited only to disputes arising between Provider and TransactRx and cannot be consolidated or joined with claims of other persons who may have similar claims.

The Commercial Arbitration Rules of the AAA or AHLA shall apply, using a three (3) member panel of arbitrators. Any dispute under \$500,000 shall be handled by expedited procedures under the AAA or AHLA. The panel shall consist of one (1) arbitrator selected by Provider, one (1) arbitrator selected by TransactRx, and the third independent arbitrator shall be selected and agreed upon by the first two arbitrators. The parties may also use a single arbitrator, provided they mutually agree to do so and mutually agree on the choice of arbitrator. The decision of the arbitrator, if a single arbitrator is used, or the majority decision of the arbitrators, if a panel is used, shall be binding. The cost of any arbitration proceeding under this Section shall be shared equally by the parties to such dispute unless otherwise ordered by the arbitrator(s). Judgment upon the award rendered by the arbitrator(s) may be entered and enforced in any court of competent jurisdiction. In the event the dispute is required by Law to be resolved by a state or federal authority, TransactRx and Provider agree to be bound by the findings of such state or federal authority.

- 11.3 Dispute Resolution with Payer. In the event that any dispute, claim or controversy arising out of or relating to this Agreement arises between Provider and Payer, Provider shall exhaust all internal Payer administrative appeal, grievance or other dispute resolution mechanisms prior to the submission of any unresolved disputes to a third party. If such dispute resolution efforts are unsuccessful, such dispute shall be resolved by binding arbitration, in accordance with the applicable Payer's dispute resolution procedures.
- 11.4 Survival of Termination. This Article 11 shall survive termination of this Agreement.

## **ARTICLE 12 TERM AND TERMINATION**

- 12.1 Term. This Agreement shall be effective as of the Effective Date appearing on the signature page hereof and shall continue in effect for a one (1) year term, and shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal to the other party at least sixty (60) calendar days' prior to the end of the initial term or any renewal term.
- 12.2 Termination. This entire Agreement may be terminated as follows:
- (a) Automatic Termination. This Agreement will terminate automatically without notice with respect to Provider as of the date on which such Provider fails to maintain appropriate licensure, registration, certification, good standing, or insurance, as required under this Agreement and/or Law.
  - (b) Immediate Termination Rights. TransactRx may terminate this Agreement immediately upon written notice to Provider in the event of:
    - (i) Breach of any representation, warranty or covenant of Provider in this Agreement;
    - (ii) The transfer of ownership of any of Provider's practice to a new owner, or if the right to control any aspect of Provider's operations is transferred to another person or entity;
    - (iii) Provider becomes insolvent, admits it is unable to pay its debts, an action is filed by or against Provider under the Federal Bankruptcy Act or any other Law or act regarding insolvency, reorganization, arrangement, or extension for the relief of debtors, including any assignment for the benefit of creditors, the appointment of a receiver or trustee for transfer or sale of a material portion of Provider's assets, or TransactRx's receipt of a writ of attachment, execution or garnishment;
    - (iv) Provider or Provider's employees act in an illegal, unethical, unscrupulous or immoral manner which adversely impacts the reputation of TransactRx, its Affiliates, or Payers;
    - (v) TransactRx has reason to believe in its sole discretion that the health or safety of a Covered Individual(s) may be in jeopardy; or
    - (vi) Provider engages in any fraudulent activity related to the terms of this Agreement.
  - (c) Event of Default. Either Party may terminate this Agreement at any time for material breach by the other party by giving at least thirty (30) days' written notice to the other party, or such longer period

as required by Law, which termination shall become effective at the end of such notice period if such breach is not cured to the satisfaction of the non-breaching party by such date.

- (d) Provider Termination Right. Provider may terminate this Agreement in accordance with Section 13.2 in the event Provider objects to any amendment made under Section 13.2 of this Agreement or without cause upon a ninety (90) day written notice to TransactRx (or such longer period as required by Law).
- (e) Provider Program and/or Network Termination. TransactRx may terminate Provider from participating in any specific Network or provider program, including but not limited to any Network or provider program as it relates to a specific Plan or Payer, without cause upon a thirty (30) day written notice to Provider (or such longer period as required by Law).
- (f) Termination of Website Use. TransactRx, in its sole discretion, reserves the right to terminate Provider's use of the Website and Services (described in Article 14) at any time without notice. In addition, if the Agreement terminates for any reason, Provider's access to the Website and Services may, in TransactRx's sole discretion, be extended for up to 60 days to continue to be used in accordance with the Agreement, including the Terms of Use in Article 14.

- 12.3 Rights and Remedies in the Event of Termination or Breach. In the event of termination or breach of this Agreement, in addition to all other rights and remedies TransactRx may have at Law, equity, or under this Agreement, TransactRx shall have the right, upon notice to Provider, to: (i) deduct from any amounts owing to Provider any amounts which Provider owes TransactRx; (ii) impose reasonable investigation, collection, audit, and/or similar fees with respect to any breach of this Agreement; (iii) suspend performance of any and/or all of TransactRx's obligations under or in connection with this Agreement, including, without limitation, TransactRx's obligation to process claims; and/or (iv) suspend Provider's performance of any and/or all of Provider's obligations under or in connection with this Agreement.

In the event this Agreement is terminated, Provider shall submit all Claims for Covered Services dispensed before the date of termination within five (5) calendar days after the date of termination. Any rights to payment for any Claim submitted after such time, whether or not the same would qualify as a Claim, shall be deemed forfeited, and Provider agrees to hold TransactRx, Affiliates, their subsidiaries, subcontractors, Payers, and each of their respective employees, shareholders, members, officers and directors and the Covered Individual receiving the Covered Service harmless for any expense associated therewith.

Upon termination of this Agreement, Provider shall return, at its expense, any Manuals, decals, participation identification materials and other documents or materials supplied to Provider by TransactRx in connection with this Agreement and/or any provider program or Network, including all confidential and proprietary information of TransactRx.

Termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination. The termination rights hereunder are in addition to any and all other rights and remedies that may be available to TransactRx under this Agreement.

## ARTICLE 13 GENERAL PROVISIONS

- 13.1 Entire Agreement. This Agreement together with all schedules, attachments, exhibits, Manuals, and addenda attached hereto or incorporated herein, contains the entire Agreement between TransactRx and Provider, all of which are incorporated by reference as if fully set forth herein and referred to collectively as this "**Agreement**". Any prior oral or written agreements, promises, negotiations, or representations concerning the subject matter covered by this Agreement are terminated and of no force and effect except that all existing pricing schedules and addenda shall be incorporated into this Agreement, unless otherwise provided for in any attached Schedule to this Agreement. This Agreement will be effective and binding on the parties only if the duly authorized signatures of the parties are affixed hereto where indicated on the signature page.
- 13.2 Amendments/Modifications. This Agreement may be altered or amended only with the written consent of each party hereto; except that TransactRx may amend any term, part or provision of this Agreement, including,

without limitation, any exhibits, Manuals, schedules, amendment or addenda, by giving written notice to Provider at least ten (10) calendar days (or such longer period required by Law) prior to the Effective Date of the amendment (“**notice period**”). Notwithstanding the foregoing, TransactRx may amend the Terms of Use as described in Article 14. If Provider objects to any such amendment(s), Provider may terminate this Agreement by giving TransactRx written notice of termination of this Agreement prior to the expiration of the notice period, which termination shall become effective thirty (30) days after the date of such notice of termination, or such other longer or shorter period required by Law. If Provider does not provide written notice of termination of this Agreement to TransactRx within the notice period, then Provider will be deemed to have accepted such amendment, and Provider agrees that such amendment(s) shall not require a separate signature in order to be effective.

- 13.3 **Assignment.** No part of this Agreement may be assigned by Provider without TransactRx’s prior written consent, and any attempted assignment without such consent shall be void. Provider acknowledges and agrees that TransactRx, without consent, may assign all or any part of this Agreement and/or TransactRx’s rights, privileges or duties under this Agreement to any direct or indirect parent, subsidiary, or Affiliate or to a successor company.
- 13.4 **Third Party Agreements/Subcontractors.** TransactRx may subcontract all or any part of its obligations under this Agreement to a third party provided that such subcontractor agrees to perform the services as set forth herein. Provider will be advised of such subcontracting relationships when necessary to enable Provider to perform its duties under this Agreement.
- 13.5 **Lawful Interpretation.** This Agreement will be interpreted and performed in compliance with all Laws. If this Agreement or any part hereof is found not to be in compliance with any Law, then the parties shall renegotiate this Agreement for the sole purpose of correcting the non-compliance.
- 13.6 **Force Majeure.** The parties shall be excused, discharged, and released from performance under this Agreement to the extent that all or part of this Agreement cannot be performed due to causes which are outside the control of TransactRx and Provider, and could not be avoided by the exercise of due care, including but not limited to acts of God, acts of a public enemy, acts of a sovereign nation or any state or political subdivision or any department or regulatory agency thereof or entity created thereby, acts of any person engaged in a subversive activity or sabotage, terrorist activity, fires, floods, earthquakes, explosions, strikes, slow-downs, lockouts or labor stoppage, freight embargoes, or by any enforceable Law. The foregoing shall not be considered to be a waiver of any continuing obligations under this Agreement, and as soon as conditions cease, the party affected thereby shall fulfill its obligations as set forth under this Agreement.
- 13.7 **Severability.** In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the remaining provisions shall be construed liberally in order to effectuate the purposes hereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 13.8 **Waiver.** Neither the waiver by either of the parties of a breach or a default of any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement, shall thereafter be construed as a waiver of any subsequent breach or default of any of the provisions of this Agreement. A waiver by either party of strict compliance with the terms of this Agreement shall only be effective if in writing and signed by both parties hereto, and shall not be effective with respect to any prior or subsequent failure by either party to comply with any term of this Agreement.
- 13.9 **Binding Effect.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties, their agents, successors and permitted assigns unless otherwise set forth herein or agreed to in writing by the parties.
- 13.10 **Notices.** Any notice required to be given pursuant to this Agreement shall be in writing, postage prepaid, and shall be sent via facsimile transmission or by United States first class mail or by certified or registered mail to the parties at the addresses indicated on the first page of this Agreement (or such other addresses that the parties may hereafter designate) or may be provided electronically to Provider using the email address provided by Provider contact; provided however that any notice of dispute or termination by Provider must be sent by certified or registered mail to TransactRx at the address indicated on the first page of this Agreement,

with a copy sent by certified or registered mail to the following (or such other address designated by written notice of TransactRx):

TransactRx  
201 West Saint John Street  
Spartanburg, SC 29306  
Attn: CFO

With copy to  
TransactRx  
201 West Sain John Street  
Spartanburg, SC 29306  
Attn: Legal

The notice shall be effective on the third business day after deposit in the U.S. Mail if sent by certified mail or on the date of electronic confirmation of facsimile receipt if sent by facsimile.

- 13.11 **Federal Funds.** Provider acknowledges and agrees that claims data and information provided in connection with this Agreement may be used for purposes of obtaining Federal funds. Provider agrees that it is bound by 45 CFR Part 76 and represents and warrants that it is not excluded by the Department of Health and Human Services Office of the Inspector General or by the General Services Administration.
- 13.12 **Payer's CMS Contract Obligations.** In accordance with 42 CFR 423.505(i)(1), 42 CFR 423.562(a)(4), and 42 CFR 422.504(i)(1), notwithstanding anything to the contrary agreed to by the parties, Payer maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its Part D contract with CMS and for ensuring that Provider satisfies its obligations under Payer's Medicare Part D plan. Further, Provider agrees to participate in Payer's Medicare Part D Plan under the terms and conditions agreed to by the parties in this Agreement. Any such services or other activity performed by Provider in connection with Payer's Medicare Part D Plan shall be consistent and comply with Payer's contract with CMS as required by 42 CFR 423.505(i)(3)(iii) and 42 CFR 422.504(i)(3)(iii).
- 13.13 **Delegated Activities.** In accordance with 42 CFR 423.505(i)(3)(ii) and (i)(4)(ii) and 42 CFR 422.504(i)(3)(ii) and (i)(4)(ii), in the event CMS or Payer determines that Provider has not performed satisfactorily under this Agreement, the delegated activities and reporting responsibilities of Provider may be revoked.
- 13.14 **Payer Oversight.** In accordance with 42 CFR 423.505(i)(3)(ii) and (i)(4)(iii) and 42 CFR 422.504(i)(3)(ii) and (i)(4)(iii), Payer will establish and maintain ongoing monitoring and oversight of all aspects of Provider's performance of its obligations in connection with Payer's Medicare Part D Plan. Provider agrees to cooperate with any such monitoring oversight by Payer.
- 13.15 **Electronic Prescribing.** In accordance with 42 CFR 423.159 and 42 CFR 423.505(b)(6), Provider will support and comply with electronic prescription standards developed by CMS, as applicable, once final standards are effective with respect to Covered Individuals.
- 13.16 **Payer Contract Obligations.** Provider acknowledges that this Agreement is entered into subject to TransactRx's contracts with Payers ("**Payer Contracts**"), and Provider agrees to abide by all provisions applicable to Provider under the Payer Contracts.
- 13.17 **Headings.** The paragraph headings herein are for convenience purposes only and are not to be utilized in construction of the provisions of this Agreement.

#### ARTICLE 14 WEBSITE AND PORTAL STANDARD TERMS OF USE

14. The following Terms of Use apply to Provider's use of MyTransactRx.com and any of its information, features, or services (all together referred to as "the Website and Services"). By using the Website and Services, Provider hereby agrees to the Agreement including these Terms of Use. Certain features of the Website and Services may be governed

by additional terms of use. By agreeing to these Terms of Use, Provider hereby agrees to all applicable terms and restrictions including any additional terms of use described herein or later added.

- 14.1 Authority. Provider agrees that he/she is able, and has the authority, to accept the Terms of Use for the Website and Services and that he/she will use the Website and Services in a manner consistent with these Terms of Use. Further, Provider represents and warrants that only Provider will use the Website and Services.
- 14.2 Changes to the Terms of Use. TransactRx may update and change these Terms of Use from time to time without separate notice to Provider. Provider is responsible for reviewing these Terms of Use on a regular basis to ensure the ability to comply with them. By using or accessing the Website and Services after changes have been made to the Website and Services or to these Terms of Use, Provider is agreeing to accept those changes.
- 14.3 Protecting Information. Provider is responsible for ensuring that only Provider and authorized personnel have access to Provider's userID(s) and password(s). Provider should keep any correspondence relating to the Website and Services (including, but not limited to, user ID, passwords, other registration information, e-mails, order information, or any other information) confidential and in a safe place. If other people have access to Provider's computer, handheld device, user ID or password, or other personal information, they may be able to access information Provider has obtained from the Website and Services. TransactRx is not responsible for the security or privacy of any such information under these circumstances. Any information transmitted through the Website and Services will be solely the responsibility of the registered user whose ID and password was utilized to gain access. Provider agrees to notify TransactRx at the address in Section 13.10 if Provider becomes aware of or suspects any loss or unauthorized use of Provider's login information (user ID or password). TransactRx is not responsible for the security of Provider's internet access services provider, and Provider should review any applicable security and privacy policies carefully.
- 14.4 Use of the Website and Services. Provider agrees to use the Website and Services only for lawful purposes and in a manner consistent with their intended use, the Agreement and these Terms of Use. TransactRx may, at any time and without notice, prohibit access to the Website and Services to any individuals whom TransactRx determines are using the Website and Services in a way not permitted under these Terms of Use, who is restricting or prohibiting any other user from using or enjoying the Website and Services, or whose conduct might constitute a criminal offense, result in civil liability, or otherwise violate any applicable local, state, national or international law.

Examples of prohibited uses of the Website and Services include, but are not limited to: (a) sharing of personal medical/prescription information with an unauthorized third party; (b) placement on the Website and Services of any untrue, malicious, fraudulent, harassing, offensive or defamatory material, or any material that is irrelevant to a legitimate use of the Website and Services; (c) introduction of viruses, worms or other programming routines that are intended to disrupt or interfere with the operation of the Website and Services; (d) linking to or insertion of links to other sites of whatever character; (e) unauthorized changes to any data or information supplied by the Website and Services; (f) any activity that infringes on the copyright, patent, trademark or other rights of any other person or organization. Any unauthorized entry (commonly referred to as "hacking") into any portion of the Website and Services may constitute a crime under state and/or federal law and TransactRx will prosecute these violations to the fullest extent permitted by law. Anyone using this Website and Services in violation of these Terms of Use will be liable to TransactRx for damages of any nature whatsoever suffered by TransactRx or its Affiliates.

- 14.5 Permission to Print and Copy. The Website and Services contain copyrighted works, trademarks and other proprietary material owned by TransactRx or its information providers. If no restrictions are displayed, Provider may print, download, or make copies of materials from the Website and Services for Provider's own personal and non-commercial use only. Except as just provided, Provider may not copy, reproduce, publish, post, transmit, display, store, sublicense, transfer or distribute material or images from the Website and Services without written permission from TransactRx. In addition, Provider may not modify, alter, revise, paraphrase, omit, change, create derivative works, or modify or obliterate any copyright notice or other warning on any material or images from the Website and Services without written permission from TransactRx.
- 14.6 License. Provider may not assign, sublicense, transfer, pledge, lease, rent or share Provider's rights under these Terms of Use, unless otherwise agreed to in writing by TransactRx. Nothing contained on the Website and

Services should be construed as granting, by implication, estoppel or otherwise, any license or right in and to TransactRx or its related parties' trademarks or copyrighted material of TransactRx or any third party without the express written permission of the applicable party.

- 14.7 Medical and Other Advice. TransactRx is not authorized to provide and does not engage in providing medical advice. Further, the information in the Website and Services is also not intended as and does not constitute financial or legal advice and Provider should consult an appropriate professional for specific advice tailored to Provider's situation.
- 14.8 Down Time. TransactRx takes commercially reasonable measures to ensure system availability without interruption, except for scheduled maintenance. However, service interruptions may occur and in no event will TransactRx be liable to Provider or to any other party for such service interruptions, whatever the cause or length.
- 14.9 Disclaimer. NEITHER TransactRx NOR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, LICENSORS OR CONTENT PROVIDERS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE WEBSITE AND SERVICES. THE WEBSITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. UNLESS OTHERWISE SPECIFIED IN WRITING, AND TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, TransactRx SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY, OR WARRANTIES AGAINST INFRINGEMENT AS TO THE OPERATION OF THE WEBSITE AND SERVICES OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO PROVIDER THROUGH THE WEBSITE AND SERVICES. PROVIDER EXPRESSLY AGREES THAT THE USE OF THE WEBSITE AND SERVICES IS AT PROVIDER'S SOLE RISK.
- 14.10 Limitation of Liability of Agreement and Terms of Use. BY ITS ACCEPTANCE OF THE AGREEMENT OR ITS ACCESSING THE WEBSITE AND SERVICES, PROVIDER AGREES TO HOLD HARMLESS AND WAIVE ALL CLAIMS AGAINST TransactRx AND ITS RELATED PARTIES REGARDING THE INFORMATION PROVIDED ON THE WEBSITE AND SERVICES AND PROVIDER'S USE OF IT. PROVIDER AGREES THAT UNDER NO CIRCUMSTANCES WILL TransactRx OR ITS RELATED PARTIES BE LIABLE TO PROVIDER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES —EVEN IF TransactRx HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TransactRx's ENTIRE LIABILITY AND PROVIDER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE OR CLAIM RELATED TO THE WEBSITE AND SERVICES IS PROVIDER'S STOPPING HIS/HER USE OF THE WEBSITE AND SERVICES. BECAUSE SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, IN SUCH STATES LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW AND SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO PROVIDER, AND PROVIDER MAY HAVE ADDITIONAL RIGHTS.

TransactRx CANNOT AND WILL NOT ASSUME ANY LIABILITY FOR UNAUTHORIZED OR FRAUDULENT USE OF THE WEBSITE AND SERVICES.


- 14.11 Indemnification. TransactRx will notify Provider of any claim made by a third party for liability or expense arising from Provider's use of the Website and Services, in whole or in part, directly or indirectly. Provider in turn agrees to indemnify, defend, and hold harmless TransactRx and its related parties for, from and against any such claim, including reasonable attorneys' fees.
- 14.12 Links to Other Websites. The Website and Services may occasionally provide links to other websites that might be of interest to users. Please note that when Provider clicks on one of these links Provider may be moving to another company's website. TransactRx cannot control the activities of any such company once Provider leaves TransactRx's Website. TransactRx encourages Provider to read the terms of use and privacy policies of these linked sites because they may differ from TransactRx's.
- 14.13 Jurisdiction. The Website and Services are intended only for access and use by United States residents, are presented solely as a service to visitors and subscribers located in the United States of America and its territories, and therefore may not comply with legal requirements of foreign countries.

- 14.14 Not Intended for Use by Minors. The Website and Services are not intended for, nor does TransactRx believe, they are appealing to, children under the age of 16. TransactRx will not knowingly collect information from visitors in this age group.
- 14.15 Electronic Signature. Provider accepts the validity of the electronic signature placed on this agreement, and thereafter by using the Website and Services, Provider agrees to the terms and conditions contained in the Agreement, including the Terms of Use, Provider Certification and Provider Attestation.
- 14.16 Business Associate Agreement. TransactRx and Provider agree to be bound by the terms of the Attachment A, Business Associate Agreement.

**IN WITNESS WHEREOF**, the respective authorized officers of the parties hereto have executed this Agreement as of the date indicated below, effective as of the Effective Date defined herein.

**TRANSACTRX**

**PROVIDER:**

  
 \_\_\_\_\_  
 (Signature)  
 Anthony Cinalli  
 \_\_\_\_\_  
 (Print Name)  
 President Network Services  
 \_\_\_\_\_  
 (Title)  
 \_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Print Name)  
 \_\_\_\_\_  
 (Title)  
 \_\_\_\_\_  
 (Date)

ATTACHMENT A  
TRANSACTRX  
BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT ("Agreement") is incorporated by reference into the Provider Network Agreement by and between POC Network Technologies LLC d/b/a TransactRx ("Business Associate"), and Provider ("Covered Entity") collectively referred to herein as the "Parties" or individually as a "Party", and is made a part of the attached Provider Agreement between the Parties (the "Provider Agreement").

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in the Provider Agreement pursuant to which Business Associate may be considered a Business Associate of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as codified at 42 U.S.C. § 1320d ("HIPAA"), including all pertinent regulations set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations ("C.F.R.") issued by the Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 (the "HITECH Act"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), 42 U.S.C. §§ 17921, 17931-17932 and 17934; and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate involves the use and/or disclosure of Protected Health Information ("PHI") as that term is defined in 45 C.F. R 160.103; and

WHEREAS, for good and lawful consideration as set forth in the Provider Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA, its implementing regulations, the HITECH Act and any current and future regulations promulgated under HIPAA or HITECH Act (HIPAA, HITECH Act and any current and future regulations promulgated under either are hereinafter referred to as the "Regulations").

NOW THEREFORE, in consideration of the mutual covenants contained herein which are made a contractual part hereof and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Regulations, including without limitation, the Privacy Rule, as set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R Parts 160 and 164, Subparts A and E, as amended by the HITECH Act and as may otherwise be amended from time to time.
2. Permitted Uses and Disclosures by Business Associate.

Except as otherwise limited in the Provider Agreement and/or this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule or the HITECH Act if done by Covered Entity as specified in this Agreement or the minimum necessary policies and procedures of the Covered Entity, as follows:

- a. Permitted Uses. Except as otherwise limited in this Agreement or as required By Law, Business Associate may use PHI as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- b. Data Aggregation. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B), to the extent specifically required under the Agreement;
- c. Re-creation of Information. Except as otherwise limited in this Agreement, Business Associate may use PHI received or created pursuant to this Agreement to create information that is not

individually identifiable health information ("De-identified Information"), consistent with the standards set forth at 45 C.F.R § 164.514.

- d. Permitted Disclosures. Business Associate shall not disclose PHI except for the purpose of performing the Business Associate's obligations under the Provider Agreement or this Agreement. Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable written assurances from the person to whom the PHI is disclosed that (1) the PHI will be held confidentially as provided pursuant to this Agreement and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person; and (2) Business Associate will be notified within 24 hours of the discovery of any breach or suspected breach of the confidentiality of the PHI.

3. Prohibited Uses and Disclosures by Business Associate.

- a. Business Associate shall not use or disclose PHI for marketing purposes or any other purpose not permitted by this Agreement, the Provider Agreement or the Privacy Rule or HITECH Act.
- b. Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if the individual patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates as required by 42 U.S.C. § 17935(a).

4. Obligations and Activities of Business Associate. Business Associate covenants and agrees to the following:

- a. Compliance. Business Associate shall be directly responsible for full compliance with the relevant requirements of both the HIPAA Privacy Rule and Security Rule.
- b. Appropriate Safeguards. Business Associate shall implement and maintain reasonable and appropriate safeguards as are necessary to prevent the use, disclosure or availability of PHI or electronic PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity, other than as permitted by the Provider Agreement or this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI in accordance with 45 C.F.R. §§ 164.308, 164.310 and 164.312. Business Associate shall comply with the policies and procedures and documentations requirements of the HIPAA Security Rule, including but not limited to, 45 C.F.R. § 164.316 and the HITECH Act, 42 U.S.C. § 17931.
- c. Designated Security Officer. Business Associate shall designate an individual to serve as the Security Officer responsible for supervising the security and privacy mechanisms, including but not limited to, administrative, physical and electronic mechanisms employed within the organization to prevent unauthorized use, disclosure or access to PHI maintained by Business Associate on behalf of Covered Entity.
- d. Business Associate's Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. This provision shall not, however, be deemed to provide Business Associate with a right to assign or subcontract its responsibilities, except as specifically provided in the Provider Agreement. In the event Business Associate creates, maintains, receives or transmits electronic PHI on behalf of Covered Entity, Business Associate shall implement the safeguards required by Section 4.b. above with respect to electronic PHI.
- e. Duties of Business Associate Involving Breach or Unauthorized Access, Use or Disclosure of PHI.

- (1) **Discovery of Breaches.** A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to the Business Associate, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer or other agent of Business Associate (determined in accordance with the federal common law of agency).
- (2) **Notification.** Business Associate shall notify the designated Privacy Official of Covered Entity within five (5) business days after discovery of any access, use or disclosure of PHI not permitted by this Agreement or the Provider Agreement, any security incident involving electronic PHI and any Breach of Unsecured PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take any prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- (3) **Reporting Improper Access. Use or Disclosure.** Business Associate shall provide the following information to Covered Entity within ten (10) business days of discovery of a Breach except when, despite all reasonable efforts of Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances, Business Associate shall provide to Covered Entity the following information as soon as possible and without unreasonable delay, but in no event later than forty-five (45) calendar days from the date of discovery of a Breach:
  - (a) the date of the breach;
  - (b) the date of the discovery of the breach;
  - (c) a general description of events leading up to and surrounding the breach;
  - (d) a description of the types of unsecured PHI that were involved;
  - (e) a listing of the identification of each individual and/or class of individuals whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed; and
  - (f) any other details necessary to complete an assessment of the risk of harm to the individual.

Business Associate shall provide the designated Privacy Official of Covered Entity with updates of information concerning the details of such Breach and the final results of its Risk Assessment as required in Section 4.e.(4) as needed to ensure that such information remains current.

- (4) **Risk Assessment and Investigation.** Business Associate shall perform an appropriate risk assessment immediately following the discovery of any unauthorized access, use or disclosure of PHI to determine whether use, access, or disclosure is one that "poses a significant risk of financial, reputational or other harm to the individual." In performing the Risk Assessment, Business Associate should consider a combination of factors such as: (a) who impermissibly used the PHI or to whom the PHI was impermissibly disclosed; (b) was the impermissibly disclosed PHI returned prior to it being accessed for an improper purpose; and (c) the type and amount of PHI involved in the impermissible use or disclosure.

The results of such Risk Assessment shall be provided to Covered Entity in writing, without unreasonable delay and in no event later than thirty (30) days from the date of discovery of the unauthorized access, use or disclosure. In addition to the Risk Assessment conducted by the Business Associate, Covered Entity reserves the right to conduct its own investigation of any unauthorized access, use or disclosure of PHI occurring at any facility, site or location of Business Associate, its agents or subcontractors or through any

systems under the control of the Business Associate, its agents or subcontractors. Business Associate shall cooperate with Covered Entity to conduct such investigation. Covered Entity agrees to provide advance notice of such investigation, to protect the confidentiality of and not disclose any confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such investigation.

- (5) Mitigation of Harm. In the event of a Breach of Unsecured PHI, Business Associate agrees to maintain adequate procedures for mitigating, to the extent practicable, any harmful effects of a system compromise or other improper use or disclosure of PHI maintained by Business Associate, such as promptly obtaining reasonable assurance from the recipient that the information will not be further used or disclosed in a confidentiality agreement or will be destroyed.
  - (6) Notification to Individual. It is the sole responsibility of the Covered Entity to notify individual patients/customers of any Breach of PHI. At no time, is Business Associate to contact or speak directly with any of Covered Entity's individual patients/customers who are the subject of any Breach of PHI. Any such inquiries should be directed to the Covered Entity's Privacy Officer. Business Associate shall cooperate with Covered Entity as necessary to provide such notification and any details pertaining to any Breach of PHI.
  - (7) Cooperation with Law Enforcement. Business Associate shall cooperate with Covered Entity in the event law enforcement officials institute an investigation that involves a Breach of PHI under this Agreement.
  - (8) Notification to Media. For a Breach of PHI involving more than 500 individuals, it is solely the responsibility of Covered Entity to notify the media and appropriate law enforcement and federal and state agencies as required by the HITECH Act, 45 C.F.R. §164.406. At no time is Business Associate to contact or speak directly with the media without the prior authorization of Covered Entity. Business Associate shall cooperate with Covered Entity as necessary to provide such notification to the media.
- f. Access to PHI. Upon reasonable notice and prior written request from Covered Entity, Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity, or to provide access to PHI to an Individual pursuant to a customer's right of access to obtain a copy of his or her PHI under 45 C.F.R. §164.524.
- g. Governmental Access to Records. Upon reasonable notice and prior written request, Business Associate agrees to make available during normal business hours at Business Associate's offices all internal practices, books, records, agreements, policies and procedures relating to the use of and disclosure of PHI, created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- h. Minimum Necessary. Business Associate shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purposes of the request, use or disclosure in the Provider Agreement. The Minimum Amount of PHI shall mean the minimum necessary as meant by the intended language of the HITECH Act.
- i. Amendments of PHI. If, and to the extent that Business Associate possesses an applicable Designated Record Set, within a reasonable amount of time of receipt of a request from the Covered Entity for the amendment of an Individual's PHI contained in the Designated Record Set, Business Associate agrees to provide such information to Covered Entity for amendment and shall also incorporate any such amendments in the PHI maintained by Business Associate as required by 45 C.F.R. § 164.526.

- j. Accounting Rights. Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule and the HITECH Act. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, unless the Regulations allow for a shorter period. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received the PHI and if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization or a copy of the written request for disclosure. Business Associate is expected to meet the requirements described in this Section 4.j. with respect to Electronic Health Records by the Compliance Date as set forth in the HITECH Act of February 17, 2010.
5. Continuing Obligations/Termination. During the term of the Agreement, Business Associate covenants and agrees that it shall:
- a. Term. The Obligations of Business Associate set forth herein shall commence on the Effective Date of the Provider Agreement and shall terminate when the Provider Agreement terminates and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, the terms of this Agreement are extended to cover such information and survive termination of this Agreement.
  - b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate to the terms of this Agreement, Covered Entity may terminate this Agreement, and sever all business relationships with Business Associate, including the termination of the Provider Agreement and any and all Agreements with Business Associate if the breach remains uncured for more than fifteen (15) days after Covered Entity gives written notice to Business Associate of the breach. The effective date of such termination will be the 16th day from the date of the written notice of breach.
  - c. Immediate Termination. In the event Business Associate has breached a material term of this Agreement and cure is not possible, Covered Entity may immediately terminate this Agreement, and sever all business relationships with Business Associate, including the termination of the Provider Agreement and any and all Agreements with Business Associate. Covered Entity may report such violation to the Secretary.
  - d. Effect of Termination.
    - (1) **Except as provided in this Section 5.d. of this Agreement, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.**
    - (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
    - (3) The provisions of this Section 5.d. shall survive termination of this Agreement.

6. Obligations of Covered Entity to Inform Business Associate of Privacy Practices and Individual Restrictions.

- a. Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R §164.406, as well as any changes to such notice. Any notices given hereunder shall be in writing and addresses as follows:

TransactRx  
201 West Saint John Street  
Spartanburg, SC 29306  
Attn: Privacy/Security Official

- b. Changes in Permitted Uses. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. Restrictions on Use. Covered Entity shall notify Business Entity of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.406

7. Indemnification.

- a. Business Associate Indemnity. Business Associate hereby agrees to indemnify and hold harmless Covered Entity and its respective parent corporation and subsidiaries, their directors, officers, subcontractors, agents, servants and employees (collectively, the "Covered Entity Indemnitees") to the extent any claims, causes of action, liabilities, judgments, fines, assessments, penalties, damages, awards or other expenses of any kind or nature whatsoever, including, without limitation, reasonable attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution to which the Covered Entity Indemnitees may become subject as the result of any: (i) breach of this Agreement by Business Associate; (ii) failure of Business Associate to perform its obligations hereunder; (iii) negligence or legal fault of Business Associate, its directors, officers, agents or employees; or (iv) violation of the Regulations by Business Associate.
- b. Covered Entity Indemnity. Covered Entity hereby agrees to indemnify and hold harmless Business Associate and its respective parent corporation and subsidiaries, their directors, officers, subcontractors, agents, servants and employees (collectively, the "Business Associate Indemnitees") to the extent any claims, causes of action, liabilities, judgments, fines, assessments, penalties, damages, awards or other expenses of any kind or nature whatsoever, including, without limitation, reasonable attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution to which the Business Associate Indemnitees may become subject as the result of any: (i) breach of this Agreement by Covered Entity; (ii) failure of Covered Entity to perform its obligations hereunder; (iii) negligence or legal fault of Covered Entity, its directors, officers, agents or employees; or (iv) violation of the Regulations by Covered Entity.

8. General Provisions.

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule, Security Rule and HITECH Act means that section as in effect or as amended.
- b. **Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for either Covered Entity or Business Associate to comply with all federal, state and local laws and regulations, including, but not limited to, the requirements of the Privacy Rule, HIPAA and the HITECH Act. This Agreement shall be changed, modified or amended only by an instrument in writing signed by a duly authorized representative of each of the Parties, effective as of the date stipulated therein and attached hereto.**
- c. Survival. The respective rights and obligations of Business Associate and Covered Entity set forth in Sections 3, 4, 5.d., 7 and 8 shall survive the termination of this Agreement.

- d. Interpretation. Should there be any conflict between the language of this Agreement and any other Agreement entered into between the Parties, the language and provisions of this Agreement shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.
- e. Notices. Any notices required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, postage prepaid, or personally delivered, addressed or delivered to the addresses set forth below in the signatures to this Agreement or to such other addresses as shall be furnished in writing by either party to the other party; and any such notice shall be deemed to have been given, if mailed, as of the date mailed, and, if personally delivered, as of the date delivered. Notices pertaining to unauthorized use or access of PHI or Breaches of PHI should be submitted to the Covered Entity's Compliance and/or Privacy Officer with contact information of Business Associate's designated Security Official responsible for investigating such incidents.
- f. Facsimile. The signature of any party on this Agreement, or any subsequent amendment thereto, transmitted by way of a facsimile machine shall be considered for all purposes as an original signature. Any such faxed Agreement or amendment shall be considered to have the same binding legal effect as an original Agreement or amendment. At the request of any party, the faxed Agreement or amendment shall be re-executed by each signatory party in an original form.
- g. Entire Agreement. With regard to the subject matter herein, this Agreement supersedes prior or contemporaneous discussions, agreements, understandings, and representations between the Covered Entity and Business Associate.

## **EXHIBIT B**

### **PROVIDER CERTIFICATION**

To enroll in a TransactRx Provider Network, Provider must provide the following information:

- DEA license number
- Practice address (which must match the address on DEA registration)
- State Medical license number
- NPI

**Exhibit B, Attachment 1  
Provider Attestation**

**As a requirement to participate in any Provider Network, every Provider attests that the answer to all statements below is Yes.**

A.	Provider license, certification, or registration to practice your profession, Drug Enforcement Administration (DEA) registration, or narcotic registration/certificate in any jurisdiction has never been denied, limited, suspended, revoked, not renewed, voluntarily or involuntarily relinquished, or subject to stipulated or probationary conditions, or have you ever been fined or received a letter of reprimand or is any such action pending or under review.
B.	Provider has never been suspended, fined, disciplined, or otherwise sanctioned, restricted or excluded for any reasons, by Medicare, Medicaid, or any public program or is any such action pending or under review?
C.	Provider has not been denied clinical privileges, membership, contractual participation or employment by any health care related organization*, nor have clinical privileges, membership, participation or employment at any such organization ever been placed on probation, suspended, restricted, revoked, voluntarily or involuntarily relinquished or not renewed, nor is any such action pending or under review.
D.	Provider has never surrendered clinical privileges, accepted restrictions on privileges, terminated contractual participation or employment, taken a leave of absence, committed to retraining, or resigned from any health care related organization* while under investigation or potential review.
E.	An application for clinical privileges, appointment, membership, employment or participation in any health care related organization* has never been withdrawn on your request prior to the organization's final action.
F.	Provider's membership or fellowship in any local, county, state, regional, national, or international professional organization has never been revoked, denied, limited, voluntarily or involuntarily relinquished or not renewed, and no such action is pending or under review
G.	Provider has never had board certification revoked.
H.	Provider has never been the subject of any reports to a state or federal data bank or state licensing or disciplinary entity.
I.	Provider has never been charged with a criminal violation (felony or misdemeanor).
J.	Provider does not presently use any illegal drugs.
K.	Provider does not have, nor had, any physical condition, mental health condition, or chemical dependency condition (alcohol or other substance) that affects or is reasonably likely to affect Provider's current ability to practice, with or without reasonable accommodation.
L.	Provider is able to perform any of the services/clinical privileges required by the applicable participating practitioner agreement/hospital appointment, with or without reasonable accommodation, according to accepted standards of professional performance.
M.	Professional liability claims or lawsuits have never been closed and/or filed against Provider.
N.	Provider's professional liability insurance has never been terminated or denied, not renewed, restricted, or modified (e.g. reduced limits, restricted coverage, surcharged).

**EXHIBIT C**  
**RATE SCHEDULE**

**Contracted reimbursement rates are specific to individual health plans offered by Payers and are subject to change without notice.**

**Current contracted rates for vaccines are based on AWP of the specific product and fall within the range of AWP – 14% and AWP – 21%.**

**Current Administration Fee rates fall within \$18 - \$20 per vaccine administered.**

**Payment to provider is equal to the current payer contracted rate for vaccine + current payer contracted administration fee – current claim transmission fee – patient financial responsibility amount**