

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.



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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 Irene Dixon at idxon@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: December 10, 2024**
- III. PUBLIC PARTICIPATION**
- IV. MAYOR**
 - A. RESIGNATIONS AND APPOINTMENTS**
 - 1. REAPPOINTMENTS**
 - a. Steve Klocke, Conservation Commission, Regular**
 - B. MAYOR'S REMARKS**
- V. COUNCIL PRESIDENT**
 - A. GENERAL COUNCIL BUSINESS**
 - B. RESIGNATIONS AND APPOINTMENTS**

1. RESIGNATIONS

- a.** Patricia Agudow, Board of Ethics, Alternate

2. APPOINTMENTS

- a.** Patricia Agudow, Board of Ethics, Regular
b. Amy Ayala, Board of Ethics, Alternate

C. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

- 1.** Reappointment of Brian Candela, Esq. as Assistant Corporation Counsel.

B. BOARD OF ESTIMATE AND TAXATION

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

- 1.** Narrative on Tax Collections dated December 2024
- 2.** Narrative on Tax Collections dated January 2025
- 3.** Monthly Tax Collector's Reports dated November 2024
- 4.** Monthly Tax Collector's Reports dated December 2024
- 5.** Claims Committee Report dated December 2024
- 6.** Claims Committee Report dated January 2025
- 7.** Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary in accordance with the Pennsylvania Education Purchasing Program for Microcomputers (PEPPM) Contract # 533902-165 with Connecticut Business Systems, LLC for a sixty (60) month Lease, a total amount not to exceed \$500,000.00. ACCOUNT: Various Department Orgs-5294
- 8.** Authorize the allocation of \$2,450,000.00 in Special Capital Appropriation funds to the Recreation and Parks Department for the development and construction of the Norwalk Community Recreation Center at 98 South Main Street.
- 9.** Authorize the reduction of \$2,450,000.00 from free balance in the Cranbury School Improvement Project – capital budget account #09215010 5777 C0786.

10. Authorize the Mayor to enter into a five-year purchase agreement with Total Communication, Inc. for Cisco ISE licenses, with a total cost not to exceed \$44,748.00. City Account: #09251370 5777 C0375

B. ORDINANCE

1. Approve revisions to Chapter 95, Streets and Sidewalks, Sections 95-0 through 95-39.

C. RECREATION, PARKS AND CULTURAL AFFAIRS

1. Authorize the Mayor, Harry W. Rilling, 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 & Kids Fun Run to be held on Sunday, October 5th, 2025 from 8:30 A.M. to 3:00 P.M. Set-up time by 8:00 A.M. Saturday, October 4th, 2025 with tear-down by 5:00 P.M. Approximately 1200 people.
2. Authorize the Mayor, Harry W. Rilling, to enter into an agreement for the use of Calf Pasture Beach, Taylor Farm and immediate surrounding grounds by Norwalk Marine Manufacturers Association for their Norwalk Boat Show to be held on Thursday, September 18th, Friday, September 19th, Saturday, September 20th, and Sunday, September 21st, 2025 from 7:00 A.M. to 7:00 P.M. Approximately 13,500 people.
3. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the October 26, 2021 agreement between the City of Norwalk and Race Coastal Engineering for Purchasing Project 4154 Design and Permitting for Replacement of Veterans Memorial Park Public Marina Docks for a sum not to exceed \$47,471.00 for construction administration services.
ACCOUNT NO.09
22 6030 5777 C036709
23 6030 5777 C036709
24 6030 5777 C036709
25 6030 5777 C0367
4. Authorize the Mayor, Harry W. Rilling, to enter into an agreement for the use of Brien McMahon High School and immediate surrounding grounds by Boston Buildup for their 10K Run to be held on Sunday, January 19th, 2025 from 8:00 A.M. to 11:00 A.M. Set-up time by 7:40 A.M. Sunday with tear-down by 11:10 A.M. Approximately 150 people.
5. Authorize the Mayor, Harry W. Rilling, to sign any and all documents required for the installation of a micro forest at Meadow Street Park, project DEPA00002011221 South Norwalk "Pavement to Micro-Forest" Urban Resiliency Project, awarded through the Norwalk River Watershed Authority.
6. Authorize the Mayor, Harry W. Rilling, to enter into an agreement for the use of Silvermine Elementary School and immediate surrounding grounds by Boston Buildup

for their 10K Run to be held on Sunday, March 2nd, 2025 from 8:00 A.M. to 11:00 A.M. Set-up time by 7:40 A.M. Sunday with tear-down by 11:10 A.M. Approximately 150 people.

7. Approve Norwalk Park Curfew Hours as follows:

Neighborhood and Pocket Parks

September (Labor Day) to May (Memorial Day) – Proposed Hours 7:00 AM to 9:00 PM

May (Memorial Day) to September (Labor Day) – Proposed Hours 7:00 AM to 10:00 PM

Regional Parks

September (Labor Day) to May (Memorial Day) – Proposed Hours - 7:00 AM to 9:30 PM

Except Veterans Park – Proposed hours 7:00 AM to 8:00 PM

May (Memorial Day) to September (Labor Day) – Proposed Hours 7:00 AM to 10:30 PM

Oyster Shell Park; Calf Pasture Beach; Taylor Farm, and Cranbury Park

Except Veterans Park - Proposed Hours – 7:00 AM to 9:00 PM

8. Authorize the Purchasing Agent to enter into a multiple (3) year sole source agreement with Dunning Industries for the purchase of Dura Edge Classic field clay.
9. Authorize the Mayor, Harry W. Rilling, to extend the Geese Relief geese control contract, for an additional year, per the terms of the existing agreement, with the extension ending July 26, 2026.
10. Approve resolution concerning the regulation of dogs at City Parks.

RESOLUTION CONCERNING THE REGULATION OF DOGS AT CITY PARKS

THE REASON AND RATIONALE SET FORTH BY THIS RESOLUTION CONCERNING THE REGULATION OF DOGS AT CITY PARKS ARE AS FOLLOWS:

WHEREAS, Department of Recreation and Parks Regulation § 1-4 inaccurately states that dogs are not allowed to run loose or roam at large upon any park in the City of Norwalk (hereinafter “City”); and

WHEREAS, the Director of the Recreation and Parks Department seeks to correct and update its regulations concerning the presence of dogs at certain parks within the City.

Department of Recreation and Parks Regulation § 1-9(6) provides that “[n]othing herein contained shall be deemed to limit the power of the Director to promulgate regulations respecting recreational facilities and activities of the City, including but not limited to the use of playgrounds, gold [golf] courses, tennis courts, platform tennis courts, skating rink, bowling greens, community center ball fields, parks and City buildings, subject to Common Council approval ...”

Pursuant to Department of Recreation and Parks Regulation § 1-9(6), the Director of the Recreation and Park Department submits the three regulations below for approval by the Common Council.

NOW, THEREFORE, BE IT RESOLVED THAT, BY THE COMMON COUNCIL OF THE CITY OF NORWALK APPROVE THE FOLLOWING:

1. Dogs shall be allowed off leash at Taylor Farm Park as long as the owner, keeper or person having charge of the dog is present and has it under command. The owner, keeper or person having charge of the dog must pick up after it.
2. Dogs shall be allowed at Oyster Shell Park only while on leash unless designated otherwise. Within Oyster Shell Park there shall be a designated enclosed area where dogs shall be allowed to run loose or roam off leash. After entering the enclosed area and closing the gate, the dog can be taken off leash and allowed to run loose or roam within the confines of the fenced in dog park as long as the owner, keeper or person having charge of the dog is present and has it under command. Dogs shall not be allowed on the playground at Oyster Shell Park. The owner, keeper or person having charge of the dog must pick up after it.
3. Dogs shall be allowed on the trails at Cranbury Park while on leash or under voice control so as to not unreasonably interfere with the enjoyment of the Park by others. Within the confines of the dog park at Cranbury Park, dogs can be taken off leash and allowed to run loose or roam within its confines as long as the owner, keeper or person having charge of the dog is present and has it under command. Dogs shall not be allowed on the Great Lawn, Playground, Tea Garden, Patios or Pavilion at Cranbury Park. The owner, keeper or person having charge of the dog must pick up after it.
4. Pursuant to Connecticut General Statutes § 22-357, all dog owners and/or keepers shall be liable for any and all damage or injury that their dog may cause or inflict. Further, if the dog owner and/or keeper is a minor, the parent or guardian of such minor shall be held liable for any such damage or injury.

This Resolution, adopted by the Common Council on January 14, 2025, shall take effect immediately upon enactment and shall remain in effect until or rescinded or modified.

D. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under Department of Justice (DOJ) BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award# 15PBJA-24-GG-04596-JAGX.
2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Department of Justice (DOJ) BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award# 15PBJA-24-

GG- 04596-JAGX.

E. COMMUNITY SERVICES

1. CT Health Foundation Grant
 - a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the CT Health Foundation in the amount of \$100,000 for the period January 1, 2025 to December 31, 2025.
 - b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the CT Health Foundation grant for the period January 1, 2025 to December 31, 2025.

F. LAND USE AND BUILDING MANAGEMENT

1. Authorize the Mayor, Harry W. Rilling, to execute a Final Guaranteed Maximum Price (GMP) Amendment Two to Newfield Construction Group, LLC's contract for the new Norwalk Community Recreation Center at 98 South Main Street for a total not to exceed \$4,645,770.00. Terms of the Agreement shall include the following:

Total Trade costs - \$3,570,686.00

CM Fixed Fees at 1.95% for \$264,260.00

CM Contingency at 1.5% for \$192,581.00 (balance revert to the City at project completion)

General Conditions fee - \$618,243.00 Funds are available from accounts:

134030 5796 ABL01 – ARPA funds -for Community Rec Center

140000 5796 ACMF3 – ARPA funds for 98 South Main Street Comm. Rec. Center

510000 5796 GGP02 – GGP funds for Comm. Rec. Center

09191340 5796 C0634 – GGP funds for Comm. Rec. Center

09256030 5777 C0719 – Capital Budget funds for 98 S. Main Comm. Center

Acct. TBD - 2025 Special Capital Budget Appropriation

09247100 5799 G0050 – State DECD

09247100 5779 G0050 - HUD

2. Authorize the Mayor, Harry W. Rilling, to execute a Guaranteed Maximum Price (GMP) Amendment to the Downes Construction Company, LLC's Construction Manager (CM) contract for the Cranbury Park/Gallaher Mansion Improvement Project for a total amount not to exceed \$4,173,342.00. Terms of the agreement shall include:

- Total Trade costs - \$3,298,884.00

- CM Fixed Fees at 2.5% for \$102,991.00

- CM Contingency at 3% for \$121,554.00 (balance revert to the City at project completion)

- General Conditions fee - \$649,914.00.

Funds for this agreement are available from the State DECD grant. Acct #09236030 5782 C0831

3. Authorize the City's Purchasing Agent to execute a Sole Source Agreement with Connecticut Temperature Controls, LLC for the Kendall School building management system for a total not to exceed \$94,127.00. Funding is available in the following account: Acct. #09255010 5777 C0721
4. Building Management - LED Retrofit lighting projects - City Hall
 - a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Energy Resources USA, LLC to provide LED Lighting Retrofit Improvements at City Hall for a total not to exceed \$199,102.56.
 - b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents with Eversource Energy to apply for Energy Incentives and Energy Efficient Upgrade Financing through Eversource on-bill financing program for the City Hall LED Lighting Retrofit Improvements project.
5. Building Management - LED Retrofit lighting projects - Norwalk Health Department
 - a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Energy Resources USA, LLC to provide LED Lighting Retrofit Improvements at the Norwalk Health Department for a total not to exceed \$35,622.16.
 - b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents with Eversource Energy to apply for Energy Incentives and Energy Efficient Upgrade Financing through Eversource on-bill financing program for the Norwalk Health Department LED Lighting Retrofit Improvements project.
6. Building Management - LED Retrofit lighting projects - Nathaniel Ely Center
 - a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Energy Resources USA, LLC to provide LED Lighting Retrofit Improvements at the Nathaniel Ely Center for a total not to exceed \$60,493.39.
 - b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents with Eversource Energy to apply for Energy Incentives and Energy Efficient Upgrade Financing through Eversource on-bill financing program for the Nathaniel Ely Center LED Lighting Retrofit Improvements project.
7. Building Management - LED Retrofit lighting projects - Roosevelt Senior Center
 - a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Energy Resources USA, LLC to provide LED Lighting Retrofit Improvements at Roosevelt Center for a total not to exceed \$41,548.66.
 - b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents with Eversource Energy to apply for Energy Incentives and Energy Efficient Upgrade Financing through Eversource on-bill financing program for the Roosevelt Senior Center LED Lighting Retrofit Improvements project.
8. South Norwalk School- Furniture purchase

- a. Authorize the Purchasing Agent to issue a Purchase Order to W.B. Mason Co. Inc. for various furniture items for the South Norwalk Elementary School for a total sum of \$1,108,466.00. Funds are available in Acct. #0922 5010 5777 C0808.
- b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$100,000.00.
9. Authorize the leasing of approx. 1059± sq. ft. of space at the South Norwalk Train Station (inbound side) to SoNo Brewing Company for a term of 10 years with three (3) lessee options to extend the term for consecutive (5) years period each, rent to be negotiated and approved by the Norwalk Parking Authority.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

BOARD OF ETHICS	C	Chapter 32-12
PATRICIA AGUDOW (I) 212 Richards Avenue, #7 Norwalk, CT 06850		Term Expires - 03/10/2027 Regular
AMY AYALA (D) 42 Raymond Terrace Norwalk, CT 06855		Term Expires - 03/10/2027 Alternate

REAPPOINTMENTS

CONSERVATION COMMISSION	M/C	Nwlk. Code 35-2
STEVE KLOCKE (U) 2 Rockridge Drive Norwalk, CT 06854		Term Expires - 01/01/2030 Regular

II.

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Mayor Rilling called the meeting to order at 7:30 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. Dixon called the Roll:

Council at Large:	Mr. Gregory Burnett	Mr. Joshua Goldstein
	Mr. Johan Lopez	Ms. Nora Niedzielski Eichner
	Ms. Barbara Smyth	

District A:	Ms. Nicol Ayers	Mr. Jalin Sead
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District B: Ms. Darlene Young

District C: Ms. Nicole Eaddy Ms. Anne Wennerstrand

District D: Ms. Heather Dunn Mr. Douglas W. Sutton

District E: Mr. James Frayer

At Roll Call there were thirteen (1) Common Councilmembers present and two) absent (Mr. Wiggins and Ms. Shanahan). A Quorum was present.

Also present were Mayor, Harry Rilling; City Clerk, Irene Dixon and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

A. Regular Meeting: November 26, 2024

**** MS. SMYTH MOVED TO APPROVE THE MINTES AS SUBMITTED**
**** MOTION PASSED UNANIMOUSLY**

III. PUBLIC PARTICIPATION

Public participation comments are not verbatim and represent a summarization of statements unless otherwise noted. Speakers are Norwalk residents unless otherwise noted.

Ms. Diane Lauricella wished all a safe and happy holiday. She said her comments had to do with due diligence. She said item 3B should be tabled and sent back to committee. She suggested re-issuing the RFP. She asked who was on the selection committee and if Mr. Coppola would still be the Corporation Counsel. She asked if the position would be listed or will it be looked at after the municipal election. Ms. Lauricella asked for more due diligence on Oxford Street. She asked for answers related to the Corporation Counsel.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

1. APPOINTMENTS

There were no appointments announced this evening.

2. REAPPOINTMENTS

**** MR. GOLDSTEIN MOVED TO APPROVE THE FOLLOWING
REAPPOINTMENT**

a. LOUIS SCHULMAN, PLANNING AND ZONING COMMISSION, REGULAR

Mr. Goldstein spoke in support of the reappointment.

Ms. Dunn spoke in opposition to the reappointment.

**** MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MS. DUNN)**

**** MR. GOLDSTEIN MOVED TO APPROVE THE FOLLOWING
REAPPOINTMENT**

b. R. RICHARD ROINA, PLANNING AND ZONING COMMISSION, REGULAR

Mr. Goldstein spoke in support of the reappointment.

Ms. Dunn spoke in opposition to the reappointment.

**** MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MS. DUNN)**

**** MS. SMYTH MOVED TO APPROVE THE FOLLOWING REAPPOINTMENT**

**b. JACQUEN JORDAN-BYRON, PLANNING AND ZONING COMMISSION,
REGULAR**

Ms. Smyth spoke in support of the reappointment.

**** MOTION PASSED UNANIMOUSLY**

**** MS. NIEDZIELSKI EICHNER MOVED TO APPROVE THE FOLLOWING
REAPPOINTMENT**

c. ANA TABACHNECK, PLANNING AND ZONING COMMISSION, REGULAR

Ms. Niedzielski Eichner and Ms. Dunn spoke in support of the reappointment.

**** MOTION PASSED UNANIMOUSLY**

B. MAYOR'S REMARKS

Mayor Rilling announced the reopening of the Fairfield Avenue bridge and expressed his thanks to the Norwalk Fire Department and Norwalk Police Department for their response to the accident. He also thanked Yonkers Construction for their swift help. Mayor Rilling announced the opening of a brand-new pocket park at the end of Water Street. He thanked Austin and Allison McChord for funding and designing this park with sustainability in mind. Mayor Rilling noted this park did not cost the City one nickel. He shared that the City of Norwalk's Community Resource Hub program was selected by the Connecticut Conference of Municipalities (CCM) as the winner of its annual Municipal Excellence Award. He expressed his thanks to Mr. Lamond Daniels and Ms. Ana Vivian Estrella.

Mayor Rilling reminded the community about the Immigrant Community Meeting with Attorney General William Tong on Wednesday, December 18, at 6:00 pm. He said the focus of the meeting is to help the immigrant community understand their rights under the law. Spanish and Haitian Creole interpretation will be available. He also reminded the community about the Annual Wall Street Wonderland holiday event taking place Saturday, December 14, from 4:00 pm to 7:00 pm on River Street.

V. COUNCIL PRESIDENT

A. GENERAL BUSINESS

Ms. Smyth announced that the December 24th meeting of the Common Council is cancelled. She wished everyone a happy and healthy holiday.

1. Maritime Aquarium Economic Outlook Presentation

Ms. Smyth introduced Mr. Jason Patlis, President and CEO of The Maritime Aquarium at Norwalk.

Mr. Patlis began his presentation by providing a sense of what is new at The Maritime Aquarium. He followed up with a slide presentation that highlighted the *Economic and Community Impact of The Maritime Aquarium at Norwalk*, dated September 2023 that was included in the meeting packet.

Following his presentation, Ms. Smyth said she was very impressed with the conservation efforts and how the educational aspects have grown over the years. Mr. Frayer said he was one of the first Volunteers when the concept was started in 1979. He asked if the IMAX Theater was coming back. Mr. Patlis explained it was replaced with a 4D Theater. Ms. Niedzielski Eichner asked if Mr. Patlis had talked to the Department of Public Works Water Pollution Control Authority and said that may be an interesting partnership to pursue.

Ms. Young commended The Maritime Aquarium and what they do for the community. She noted that they have been a great partner with the Mayor's Summer Youth Program and believes they hired every young person who came to them in the last few years.

Mr. Sutton said he was pleased with the presentation and noted he was a member of The Maritime Aquarium Authority many years ago.

B. RESIGNATIONS AND APPOINTMENTS

There were no resignations or appointments announced this evening.

C. CONSENT CALENDAR

Ms. Smyth announced that Ms. Dunn would be reading this evening's Consent Calendar.

**** MS. DUNN MOVED TO APPROVE THE FOLLOWING CONSENT CALENDAR**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

B. BOARD OF ESTIMATE AND TAXATION

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES FOR COMMERCIAL VALUATION SERVICES FOR A TERM OF 1 YEAR, WITH FOUR OPTIONS TO EXTEND FOR ONE YEAR EACH IN A SUM NOT TO EXCEED \$45,000 PER YEAR. ACCOUNT NO. 11320-5258.

3. AUTHORIZED THE MAYOR, HARRY W. RILLING, TO ENTER A THREE (3) YEAR PURCHASE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. FOR URBAN PLANNING LICENSES. ANNUAL AMOUNT NOT TO EXCEED \$11,000, FOR A TOTAL NOT TO EXCEED \$33,000. ACCOUNT #011371-5269 IT GIS OTHER REPAIR- MAINTENANCE

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A THREE-YEAR PURCHASE AGREEMENT WITH NEARMAP US INC. FOR HIGH-RESOLUTION AERIAL IMAGERY AND MAPPING SERVICES, WITH A

**TOTAL COST NOT TO EXCEED \$59,834.88. CITY ACCOUNT # 011371-5742
(GIS SOFTWARE)**

**5. AUTHORIZED THE PURCHASING AGENT TO ISSUE A PURCHASE
ORDER FOR THE PURCHASE OF A 1-YEAR LICENSE OF AN ONLINE FORM
ENTERPRISE SOLUTION FOR JOTFORM, INC. AT A COST OF \$11,646.00,
WITH AUTO-RENEWAL AFTER THE FIRST YEAR. ACCOUNT # 011370-5742.
(IT SOFTWARE)**

**6. AUTHORIZE THE DEPARTMENT OF RECREATION AND PARKS TO
TRANSFER \$13,724.59 IN ARPA FUNDING FROM ACCOUNT 134010 5796
ARP03, INTO ACCOUNT 134010 5796 ARP01 FOR SKATE PARK
CONSTRUCTION CONCRETE TESTING SERVICES.**

**7. AUTHORIZE THE DEPARTMENT OF RECREATION AND PARKS TO
TRANSFER \$15,201.62 IN ARPA FUNDING FROM ACCOUNT 134010 5796
ARP03, INTO ACCOUNT 134010 5796 ARP04 TO SUPPLEMENT AN EXISTING
CONTRACT WITH THE CITY'S ARBORIST.**

**8. AUTHORIZE THE DEPARTMENT OF PUBLIC WORKS TO TRANSFER
\$491,000.00 IN ARPA FUNDING FROM ACCOUNT 134010 5796 APW01, INTO
ACCOUNT 134010 5796 APW10 FOR THE PAVEMENT MANAGEMENT
PROGRAM.**

**9. AUTHORIZE THE DEPARTMENT OF PUBLIC WORKS TO TRANSFER
\$21,500.00 IN ARPA FUNDING FROM ACCOUNT 134010 5796 APW03, INTO
ACCOUNT 134010 5796 APW10 FOR THE PAVEMENT MANAGEMENT
PROGRAM.**

**11. RESOLUTION: REQUESTING AUTHORIZATION TO TRANSFER UP TO
\$25,000 TO ARPA ACCOUNT #130100-5796-AEC21 (HARBOR USE PLAN
STUDY) FROM ARPA ACCOUNT #130100-5796-AEC16 (EVENT PLANNER).**

B. PUBLIC SAFETY AND GENERAL GOVERNMENT

**1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN
EXTENSION AGREEMENT WITH FLEET AUTO SUPPLY, UNDER RFP
PROJECT NUMBER 4123 FOR THE UPFIT OF POLICE VEHICLES UNTIL
FEBRUARY 27, 2026, IN THE AMOUNT NOT TO EXCEED \$275,000.00 PER
YEAR.**

**2. AUTHORIZE PURCHASING AGENT, SHARON CONNORS, TO EXECUTE
THE PURCHASE ORDERS ON BEHALF OF THE NORWALK POLICE
DEPARTMENT TO FLEET AUTO SUPPLY UNDER RFP PROJECT NUMBER**

**4123 FOR THE UPFIT OF POLICE VEHICLES BASED ON UNIT PRICING
AND THE AVAILABILITY OF FUNDS NOT TO EXCEED \$275,000.00.**

**3. AUTHORIZE ARRANGEMENT FOR CORPORATION COUNSEL POSITION
TO BE CHANGED FROM AN EMPLOYEE TO A CONTRACT AND TO
AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH
BERCHEM MOSES, PC TO PROVIDE LEGAL SERVICES AND
REPRESENTATION TO CITY OF NORWALK.**

**4. SALARY RECOMMENDATION FOR REGISTRAR OF VOTERS AND
DEPUTY REGISTRAR OF VOTERS**

**A. PURSUANT TO CHAPTER 1, SECTION 6-2 OF THE CHARTER OF THE
CITY OF NORWALK, EFFECTIVE UPON THE COMMENCEMENT OF THE
NEXT TERM OF OFFICE OF THE REGISTRAR OF VOTERS, THE COMMON
COUNCIL FIXES THE SALARY OF THE REGISTRAR OF VOTERS AT
\$79,000.00 ANNUALLY, AND HEREBY ORDERS THE CITY CLERK TO
UPDATED APPENDIX, PART VII OF CHAPTER 131, SECTION 3 OF THE
CODE OF THE CITY OF NORWALK TO REFLECT THIS SALARY.**

**B. PURSUANT TO CHAPTER 1, SECTION 6-2 OF THE CHARTER OF THE
CITY OF NORWALK, EFFECTIVE UPON THE COMMENCEMENT OF THE
NEXT TERM OF OFFICE OF THE DEPUTY REGISTRAR OF VOTERS, THE
COMMON COUNCIL FIXES THE SALARY OF THE DEPUTY REGISTRAR OF
VOTERS AT \$70,000.00 ANNUALLY, AND HEREBY ORDERS THE CITY
CLERK TO UPDATED APPENDIX, PART VII OF CHAPTER 131, SECTION 3
OF THE CODE OF THE CITY OF NORWALK TO REFLECT THIS SALARY.**

C. ECONOMIC AND COMMUNITY DEVELOPMENT

**1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE
AMENDMENT 1 TO THE AGREEMENT BETWEEN THE CITY OF NORWALK
AND STANTEC CONSULTING SERVICES INC. FOR PROJECT CLOSEOUT
SERVICES FOR NORWALK RIVER VALLEY TRAIL-PHASE 2 STATE
PROJECT 102-350", FOR A LUMP SUM FEE OF \$40,000.
ACCT: 0922 4021 5777 C0234**

**2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO ANY AND
ALL DOCUMENTS AND AGREEMENTS REQUIRED BY THE UNITED
STATES DEPARTMENT OF TRANSPORTATION (US DOT) TO ACCEPT
GRANT FUNDING UNDER THE SAFE STREETS FOR ALL FY24 GRANT
PROGRAM (FEDERAL AWARD NO. 693JJ32540311).**

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS REQUIRED BY THE CONNECTICUT DEPARTMENT OF TRANSPORTATION (CTDOT) TO ACCEPT GRANT FUNDING UNDER THE COMMUNITY CONNECTIVITY GRANT PROGRAM FOR THE HOSPITAL HILL VILLAGE DISTRICT SAFETY ENHANCEMENT PROJECT.

ACCT: 363751 5799 G0067 0925 3750 5777 C0649

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO SIGN AN AGREEMENT WITH THE WESTERN CONNECTICUT COUNCIL OF GOVERNMENTS (WESTCOG) FOR THE ACTIVE TRANSPORTATION MICROGRANT PROGRAM FOR THE RELEASE OF THE GRANT FUNDS IN THE AMOUNT OF \$4,788.00.

ACCT: 363752 5329 G0068

5. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO ANY AND ALL AGREEMENTS RELATED TO IMPROVEMENTS TO RICHARDS AVENUE AND WEST CEDAR STREET AS PART OF THE CONNECTICUT DEPARTMENT OF TRANSPORTATION (CTDOT) LOCAL CAPITAL IMPROVEMENT PROGRAM (LOTICIP) WITH GRANT FUNDING ADMINISTERED THROUGH THE WESTERN COUNCIL OF GOVERNMENTS (WESTCOG); AND ALL OTHER AGREEMENTS AND DOCUMENTS REQUIRED THEREUNDER.

6. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO A LICENSE AGREEMENT FOR VEHICULAR PARKING WITH THE CONNECTICUT DEPARTMENT OF TRANSPORTATION FOR PROPERTY LOCATED ALONG MONROE STREET, ADJACENT TO THE NEW HAVEN MAIN RAIL LINE.

7. AUTHORIZE MAYOR HARRY W. RILLING TO EXECUTE A CONTRACT WITH CULTURAL PLANNING GROUP IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000) TO COMPLETE THE ARTS AND CULTURAL PLAN.

ACCT: 140000-5796-ACMF2

D. LAND USE AND BUILDING MANAGEMENT

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A PARTIAL GUARANTEED MAXIMUM PRICE (PARTIAL GMP) AMENDMENT TO THE NEWFIELD CONSTRUCTION GROUP, LLC'S CONTRACT FOR THE NEW NORWALK COMMUNITY RECREATION CENTER AT 98 SOUTH MAIN STREET FOR A TOTAL NOT TO EXCEED \$9,268,033.00. FUNDS ARE AVAILABLE FROM ACCOUNTS: 134030 5796 ABL01 – ARPA FUNDS -FOR COMMUNITY REC CENTER

140000 5796 ACMF3 – ARPA FUNDS FOR 98 SOUTH MAIN ST./COMM. REC CENTER

510000 5796 GGP02 – GGP FUNDS FOR COMM. REC. CENTER

09191340 5796 C0634 – GGP FUNDS FOR COMM. REC. CENTER

09256030 5777 C0719 – CAPITAL BUDGET FUNDS FOR 98 S. MAIN/COMM.

REC CENTER NOTE: BALANCE OF THE TRADE PACKAGES ARE

SCHEDULED FOR REBID. THEREAFTER, A FINAL GMP

WILL BE SUBMITTED TO THE COUNCIL FOR APPROVAL SUBJECT TO

THE AVAILABILITY OF ADDITIONAL FUNDS.

2. AUTHORIZE TO INCREASE THE CONTINGENCY ALLOWANCE FOR THE CONSTRUCTION MANAGER (CM) NEWFIELD CONSTRUCTION GROUP, LLC FOR THE SOUTH NORWALK ELEMENTARY SCHOOL PROJECT FOR AN ADDITIONAL NOT TO EXCEED \$1,000,000. THESE FUNDS WILL BE AVAILABLE TO IMPLEMENT IMPROVEMENTS WITHIN THE RECENTLY ACQUIRED OXFORD STREET PROPERTIES. ACCT. #09225010 5777 C0808.

3. FOR INFORMATIONAL PURPOSES - UPDATE ON ACQUISITION OF 6 BUTLER STREET

E. PUBLIC WORKS COMMITTEE

1. AUTHORIZE THE PURCHASING AGENT TO AUTHORIZE A SOLE SOURCE PURCHASE ORDER TO MILLENIUM PRODUCTS, INC. FOR THE PURCHASE OF A 10 YEAR WANCO SERVICE PLAN, WANCO SETUP, FLEET PROGRAMS, AND CELLULAR SERVICE FOR FOUR (4) WANCO MESSAGE SIGNS OPERATED BY DPW AND REC AND PARKS DEPARTMENTS FOR AN AMOUNT NOT TO EXCEED \$5,980.00. ACCOUNT NO. 01 40 45 5462

2. CITY OF NORWALK AND M. RONDANO INC. AGREEMENT AMENDMENT

A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE THE 2ND AMENDMENT TO THE FEBRUARY 6, 2024 AGREEMENT BETWEEN THE CITY OF NORWALK AND M. RONDANO INC. FOR PURCHASING PROJECT 4322, DRG 2023-3 ON CALL DRAINAGE AT VARIOUS LOCATIONS FOR A SUM NOT TO

EXCEED \$1,071,063.00.

ACCOUNT NO.

09 20 4062 5777 C0361

09 24 4062 5777 C0361

09 24 4021 5777 C0302

09 25 4021 5777 C0302

09 26 4021 5777 C0302

09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 26 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 25 4021 5777 C0440
09 26 4021 5777 C0440
09 20 4027 5777 C0643
09 21 4021 5777 C0643
09 22 4021 5777 C0643
09 25 4021 5777 C0643
09 26 4021 5777 C0643
133110 5796 ARP05
134010 5796 APW05
134010 5796 APW10

B. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS TO EXECUTE ORDERS ON THE CONTRACT BETWEEN THE CITY OF NORWALK AND M. RONDANO INC. FOR PURCHASING PROJECT 4322, DRG 2023-3 ON CALL DRAINAGE AT VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED \$107,106.30.

ACCOUNT NO.

09 20 4062 5777 C0361
09 24 4062 5777 C0361
09 24 4021 5777 C0302
09 25 4021 5777 C0302
09 26 4021 5777 C0302
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 26 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 25 4021 5777 C0440
09 26 4021 5777 C0440
09 20 4027 5777 C0643
09 21 4021 5777 C0643
09 22 4021 5777 C0643
09 25 4021 5777 C0643
09 26 4021 5777 C0643
133110 5796 ARP05
134010 5796 APW05
134010 5796 APW10

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A FIRST AMENDMENT TO THE AUGUST 8, 2024 AGREEMENT BETWEEN THE CITY OF NORWALK AND THE GRASSO COMPANIES, LLC FOR PROJECT 4359, RD2024-3 CURBS AND SIDEWALKS FOR BEACON STREET FOR A SUM NOT TO EXCEED \$75,000.00.

ACCOUNT NO. 03 00 00 2602

09 23 7100 5777 C0583

09 24 4021 5777 C0318

09 25 4021 5777 C0318

09 24 4021 5777 C0021

09 25 4021 5777 C0021

09 21 4021 5777 C0440

09 22 4021 5777 C0440

09 24 4021 5777 C0440

09 25 4021 5777 C0440

09 24 4062 5777 C0361

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ALL NECESSARY DOCUMENTS FOR CITY PURCHASING DEPARTMENT PROJECT 4402 - PROJECT BR2024-2 - STATE PROJECT 102-366 REPLACEMENT OF THE WEST CEDAR STREET #2 BRIDGE OVER THE FIVE MILE RIVER – BRIDGE NUMBER 04152

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND LANGAN CT, INC. TO PROVIDE DESIGN DEVELOPMENT AND CONSTRUCTION ADMINISTRATION SERVICES, FOR A SUM NOT TO EXCEED \$100,000.00. ACCOUNT NO. 09 24 7100 5777 C0836

7. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF NORWALK AND ALFRED BENESCH & COMPANY DATED DECEMBER 10, 2019, TO PROVIDE PROFESSIONAL SERVICES FOR THE REPLACEMENT DESIGN OF THE WEST CEDAR STREET BRIDGE OVER THE FIVE MILE RIVER IN NORWALK, CTDOT PROJECT NO. 102-366, FOR A SUM NOT TO EXCEED \$458,700.00.

ACCOUNT NO. 09 20 4021 5777 C0642

09 21 4021 5777 C0642

09 22 4021 5777 C0642

09 23 4021 5777 C0642

09 24 4021 5777 C0642

09 20 4021 5799 C0642

8. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A MAINTENANCE AGREEMENT NO.11.05-01(24) WITH THE CONNECTICUT DEPARTMENT OF TRANSPORTATION UNDER STATE ENCROACHMENT PERMIT NO. 3026270 FOR TREE PLANTING IMPROVEMENTS WITHIN THE STATE RIGHT-OF-WAY ALONG RIVERSIDE AVENUE (STATE ROUTE 809) AND THE NORWALK RIVER VALLEY TRAIL.

**9. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A SEVENTH AMENDMENT TO THE WOODARD & CURRAN AGREEMENT DATED AUGUST 12, 2019, TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR FLOOD REMEDIATION AT SPECIFIC LOCATIONS IN ACCORDANCE WITH PROFESSIONAL SERVICES TASK ORDER 24-1 DATED AUGUST 22, 2024, AND PROFESSIONAL SERVICES TASK ORDER 25-1 DATED NOVEMBER 25, 2024, FOR A SUM NOT TO EXCEED \$43,000.00.
ACCOUNT NO. 13 40 10 5796 APW06 09 24 4062 5777 C0361**

**10. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A FIRST AMENDMENT TO THE AUGUST 8, 2024 AGREEMENT BETWEEN THE CITY OF NORWALK AND FGB CONSTRUCTION COMPANY FOR PURCHASING PROJECT 4378, RNP2024-1 CALF PASTURE BEACH ROAD REALIGNMENT FOR A SUM NOT TO EXCEED \$300,000.00.
ACCOUNT NO. 09 25 6030 5777 C0365
09 22 6030 5777 C0588
09 23 6030 5777 C0588
09 24 6030 5777 C0588
09 25 6030 4862 C0365
09 25 6030 5796 C0365
09 24 4021 5777 C0021
09 25 4021 5777 C0021**

**11. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO AWARD A CONTRACT TO RELIABLE EXCAVATING CO. INC. FOR THE AMOUNT OF \$423,242.00 WITH 10% OF CONTINGENCY AT \$42,324.20 FOR SOUNDVIEW AVE SIDEWALK CONNECTION PROJECT # TMP2024-08.
ACCOUNT NO. 13 31 10 5796 ATM01 13 37 10 5796 AE23**

**12. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO AWARD A CONTRACT TO A VITTI EXCAVATORS, LLC FOR THE AMOUNT OF \$844,032.00 WITH 10% OF CONTINGENCY AT \$84,403.20 FOR PROJECT NUMBER SONO SCHOOL SIDEWALK CONNECTIVITY # TMP2024-09.
ACCOUNT NO. 13 37 10 5796 AE23**

13. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE AN AMENDMENT TO THE WESTON & SAMPSON AGREEMENT DATED MAY 20, 2024, TO PROVIDE PROFESSIONAL ENGINEERING SERVICES ON AN AS-NEEDED BASIS FOR A SUM NOT TO EXCEED \$80,000.00.

ACCOUNT NO. 09 19 4021 5777 C0021

09 24 4021 5777 C0021

09 25 4021 5777 C0021

09 25 4021 5777 C0318

09 21 4021 5777 C0440

09 22 4021 5777 C0440

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

**** MR. BURNETT MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH MUNICIPAL TAX SERVICES LLC., FOR MOTOR VEHICLE REGISTRATION AND TAX COMPLIANCE SERVICES FOR A TERM OF THREE YEARS WITH TWO OPTIONS TO EXTEND FOR ONE YEAR EACH.**

Mr. Burnett introduced the item. Mr. Paul Gorman, Tax Assessor described how the program works. He noted that representatives are sent to the field and they are equipped with license plate readers and they have access to data. He everything is done from public roads.

**** MOTION PASSED UNANIMOUSLY**

**** MR. BURNETT MOVED TO ADD THE FOLLOWING RESOLUTION:
REQUESTING AUTHORIZATION TO TRANSFER \$300,000 TO ARPA
ACCOUNT #140100-5796-ACMF7 (LOCKWOOD MATTHEWS MANSION)
FROM ARPA ACCOUNT #140100- 5796-ACMF1 (6 BUTLER ACQUISITION)
AND TO**

AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO THE FINANCIAL ASSISTANCE AGREEMENT WITH LOCKWOOD MATHEWS MANSION MUSEUM (LMMM) TO PROVIDE LMMM WITH \$300,000 OF ARPA FUNDS FOR ADDITIONAL SCOPE OF WORK FOR THE ONGOING BUILDING IMPROVEMENTS PROJECT. THE ADDITIONAL WORK SHALL INCLUDE, BUT NOT LIMITED TO, STRUCTURAL REPAIRS OF THE ATRIUM SKYLIGHT TRUSSES AND OTHER CONSTRUCTION RELATED WORK.

Mr. Burnett explained that the additional dollars will support recently identified new work at the Lockwood Mathews Mansion Museum.

**** MOTION PASSED UNANIMOUSLY**

D. PUBLIC WORKS COMMITTEE

**** MR. FRAYER MOVED TO APPROVE THE FOLLOWING ITEMS:**

**5. CONTRACT WITH DAYTON CONSTRUCTION COMPANY, INC. FOR CITY PURCHASING DEPARTMENT
PROJECT 4402 - PROJECT BR2024-2 - STATE PROJECT 102-355
REPLACEMENT OF THE WEST
CEDAR STREET #2 BRIDGE OVER THE FIVE MILE RIVER - BRIDGE
NUMBER 04152**

**A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN
AGREEMENT WITH DAYTON
CONSTRUCTION COMPANY, INC. FOR CITY PURCHASING DEPARTMENT
PROJECT 4402 - PROJECT
BR2024-2 - STATE PROJECT 102-355 REPLACEMENT OF THE WEST CEDAR
STREET #2 BRIDGE
OVER THE FIVE MILE RIVER - BRIDGE NUMBER 04152, FOR A SUM NOT
TO EXCEED
\$4,463,188.00.
ACCOUNT NO. 09 20 4021 5777 C0642
09 21 4021 5777 C0642
09 22 4021 5777 C0642
09 23 4021 5777 C0642
09 24 4021 5777 C0642
09 20 4021 5799 C0642**

**B. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS, TO
EXECUTE ORDERS ON THE
CONTRACT WITH DAYTON CONSTRUCTION COMPANY, INC. FOR CITY
PURCHASING DEPARTMENT
PROJECT 4402 - PROJECT BR2024-2 - STATE PROJECT 102-355
REPLACEMENT OF THE WEST
CEDAR STREET #2 BRIDGE OVER THE FIVE MILE RIVER - BRIDGE
NUMBER 04152, FOR A SUM
NOT TO EXCEED \$446,318.80.
ACCOUNT NO. 09 20 4021 5777 C0642
09 21 4021 5777 C0642
09 22 4021 5777 C0642
09 23 4021 5777 C0642**

09 24 4021 5777 C0642
09 20 4021 5799 C0642

Mr. Frayer introduced the items. He noted the West Cedar Street Bridge was built in 1910 and is only 19 feet wide. In 2020 the Connecticut Department of Transportation judged that the bridge needed to be replaced, because it is in danger of being washed away. The new bridge will be significantly wider.

Ms. Vanessa Valadares, Chief of Operations and Public Works explained the replacement of this bridge is part of the Federal bridge replacement program. She added that the bridge has been considered in poor condition for a few years. As of now, this is an 80% /20% share, but there is a good chance it will be funded at 100%. The designer is keeping the existing look of the bridge.

**** MOTION PASSED UNANIMOUSLY**

**** MR. FRAYER MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO AWARD A CONTRACT TO A VITTI EXCAVATORS, LLC FOR THE AMOUNT OF \$1,065,990.42 WITH A CONTINGENCY OF \$118,443.38 FOR PROJECT NUMBER SONO SCHOOL SIDEWALK CONNECTIVITY # TMP2024-09. ACCOUNT NO. 13 37 10 5796 AE23**

Mr. Frayer introduced the item and a review of the item was provided. Mayor Rilling explained that the Common Council members were concerned about the safety of children walking to school; however, this item addresses those concerns.

Ms. Niedzielski Eichner commended the department for working with the neighborhood to be sure the plans were functional.

**** MOTION PASSED UNANIMOUSLY**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions presented this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no motions postponed to a specific date this evening.

X. SUSPENSION OF RULES

There were no suspension of the rules this evening.

XI. ADJOURNMENT

Mayor Rilling thanked everyone for all their hard work this year. He thanked them for all the meetings they attended and for the time spent at meetings and away from their families. He said at the end of the month they get \$47.00 after taxes.

Mayor Rilling wished everyone a very happy holiday season.

**** MS. YOUNG MOVED TO ADJOURN
** MOTION PASSED UNANIMOUSLY**

There was no further discussion, and the meeting was unanimously adjourned at 8:55 p.m.

ATTEST: _____
Irene Dixon, City Clerk



STEVE KLOCKE

SENIOR SUSTAINABILITY CONSULTANT

As a Principal Sustainability Consultant at Steven Winter Associates, Steve specializes in residential energy analysis, performance testing, and LEED for Homes and ENERGY STAR certifications.

IV.A.



RELEVANT EXPERIENCE

Green Building Consulting

- Residential applications include selection of environmentally preferable building materials, analysis of resource-efficient appliances and building equipment, writing, and implementing construction and demolition plans, and emphasizing energy conservation, environmental protection, and occupant health and safety

Residential Green Building Codes and Standards

- Verifies implementation of the LEED for Homes criteria at SWA, one of a select group of providers in the USGBC's LEED for Homes program
- Plays integral part of initial strategic planning sessions and workshops with builders, architects, and owners, setting goals and scopes of work for projects pursuing green certifications and aggressive energy codes

Energy and Building Systems Analysis

- Uses energy modeling software to analyze plans and specifications and make recommendations for sustainability strategies
- Recommendations: thermal barrier, air barrier, vapor barrier, mechanical efficiencies, and building materials

Performance Testing

- As a HERS Rater, inspects projects under construction for compliance with energy performance, durability, and health and safety standards according to the ENERGY STAR Homes program
- Performance testing expertise includes whole-house infiltration and duct leakage and infrared thermal imaging

Architectural Design and Project Management

- Extensive experience in architectural design and project management including oversight of single-family home renovations, additions, and new construction
- Experience in the production of documents from conceptual through construction, cost estimates, procured materials and daily oversight of project site and fiscal activity

Expertise

Sustainable Design, Construction & Project Management in Residential Buildings • Residential Energy Modeling • Performance Testing

Years of Experience

23

Education

BS Architecture
Iowa State University, Ames

Licensing/Certifications

State of New York Architect
License #039069
State of Iowa Architect
License #05838
LEED for Homes Green Rater
RESNET – HERS Rater

PRESENTATIONS, PUBLICATIONS, AND TRAINING

Training: “New York Energy Code”

- Subject Matter Expert, Urban Green Council NYStretch Residential Code course, 2020

Presentation: “We Should Know Better: Top 10 Multifamily Design Mistakes”

- Presenter, 10+ events, including Building Energy NYC, October 2018; NY State Green Building Conference, April 2019; Connecticut Architecture Conference and Expo, September 2019

Presentation: “Air Sealing for Architects”

- Architecture Boston Expo, November 2015; Greenbuild, November 2016; NY State Green Building Conference, April 2016

Report: “Challenges of Achieving 2012 IECC Air Sealing Requirements in Multifamily Dwellings”

- Co-Author, US Department of Energy Consortium for Advanced Residential Buildings (CARB), September 2014

Brian Candela, Assistant Corp.Counsel, City of Norwalk CT

Heather Dunn, Minority Leader, Common Council, Norwalk CT

To: Mr. Candela & Ms. Dunn:

From: Patricia V Agudow

Subject: Request to Change Ethics Board Member Status

DATE: January 9, 2025

This document serves as my resignation from the Ethics Board as an ALTERNATE MEMBER for the **sole** purpose of becoming a FULL MEMBER of the Ethics Board in the City of Norwalk, CT at the Common Council's next January 2025 meeting regarding appointments. Attached, you will find my resume & resume addendum which includes my tenure with Amphenol Corporation. Since Amphenol Corporation, I work as an active Volunteer with Open Doors in Norwalk; business volunteer partner with Social Impact Partners based in Westport; and Treasurer, Independent Party – Norwalk Town Committee.

I look forward to an appointment as a Full Member of the Ethics Board to continue to contribute to the City of Norwalk Government and its needs and goals.

Best Regards,

Patricia V Agudow

Attachments

PATRICIA V. AGUDOW

212 Richards Avenue, #7
Norwalk, CT 06850

patricia.agudow@gmail.com

H: 203.857.0051
C: 203.606.0414

PROFILE

Business & Human Resources Leader with significant accomplishments in partnering with senior management to develop and to implement business and organizational strategies that contributes to growth and profitability within financial services, high-tech, emerging energy, utility, and manufacturing industries. Have demonstrated ability to provide leadership and counsel in all areas of Human Resources including organizational development, talent acquisition, employee relations, compensation, succession planning, performance management, training and development, and benefits. Regarded as an innovative thinker and a problem solver with excellent leadership, organizational, advisory and interpersonal skills.

PROFESSIONAL EXPERIENCE

OPEL TECHNOLOGIES INC, Shelton/Storrs, CT

November 2008 – March 2013

A Venture Exchange Company (TSXV) headquartered in Toronto, Ontario, Canada with operations in Storrs, CT. Through OPEL Solar, Inc., designs, manufactures and markets solar-related products for PV solar energy systems worldwide. Through ODIS Inc., a U.S. company, designs III-V semiconductor devices for military, industrial and commercial applications. Start-up environment.

Vice President, Human Resources & Administration

- Member of the Senior Management Team and advisor to the CEO.
- Led the development and implementation of the first strategic human resources (HR) function and HR initiatives to leverage the human capital of the organization.
- Directed and developed all programs in compensation, recruitment, benefits, performance management, employee relations, training & development and immigration visa process.
- Collaborated with Board of Directors as a liaison to the Compensation Committee, the Corporate Governance Committee and other governance activities as required, maintaining compliance within Canada and the United States.
- With the CFO and Corporate Secretary managed the Company stock program, annual proxy and other shareholder and financial statement materials including writing the Compensation Discussion & Analysis for the Information Circular (Canadian Proxy).

TRANSWITCH CORPORATION, Shelton, CT

1999 - 2008

NASDAQ Company with revenue peak of \$155 Million and 600 employees globally. Fabless developer of semiconductor chips for the telecommunication, data/video communications and converged wireline and wireless networks.

Vice President, Human Resources

Member of the Senior Management Operating Group and Advisor to the CEO. Responsible for building the Human Resources function for this dynamic, high-tech company operating in North America, Europe, India, Israel, and Pacific Rim Asia. Developed strategic and tactical human resources business plans to accomplish business objectives during **two dramatically variant economic cycles** in order to achieve operating profitability. Facilitated cooperation among various country cultures to build a cohesive, collaborative worldwide staff.

- Advisor to the Board of Directors and Liaison to the Compensation Committee of the Board of Directors. Coordinated and attended Compensation Committee meetings and delivered Board presentations on executive compensation alternatives, equity programs, staff retention and corporate governance.
- Collaborated with the Board of Directors on Corporate Governance & regulatory compliance matters. Directed the Proxy Statement SEC Compensation & Discussion Analysis.
- Established, staffed, and managed the HR function. Led recruitment effort globally, including entry into emerging countries (i.e., People's Republic of China and India), with one year seeing 100% staff growth.
- Nurtured strong partnerships with the leadership team in support of corporate and business unit operating plans.
- Developed the HR Strategic and Annual Business Plan and managed the HR Budget.
- Orchestrated the development of the TranSwitch Executive MBA program in conjunction with University of Illinois. Worked with the CEO organizing curriculum; managed the relationship with the University; identified management participants; and evaluated program results.

- Collaborated with Country Managers on an Exchange Program for Engineers from design centers in India, Europe and Israel coming to the U.S. to work in cross-functional teams. This included: obtaining visas; organizing housing; onboarding employees to U.S. policies; cultural sensitivity training; counseling & coaching international employees.
- Redesigned the total compensation program – base and variable incentives – for executive and staff levels.
- Established the first Competency Model for Leadership Development and collaborated with the Board of Directors on Succession Planning.
- Conducted HR due diligence for all Merger and Acquisition activity. Planned transition models for eleven acquisitions: five domestic; six international. Participated in financing presentations & due diligence.
- Planned and directed global staff reductions and office closures – reductions equaled 70% of staff.
- Directed tax, financial, and legal compliance of the global Stock Option Program.

GENERAL REINSURANCE CORPORATION, Stamford, CT

1986-1999

Fortune 500 worldwide reinsurance company with \$7 Billion in revenue and 3800 employees globally.

Vice President, Human Resources (1997-1999)

Joined corporate Global HR staff post acquisition of Cologne Re. Responsible for North American **Employee Relations and Recruitment**, developing a new corporate culture, and working as a business partner on all global Human Resources issues affecting the businesses. Leader to a staff of seven. Had regular Board of Director level interaction.

- Established first North American Employee Relations Strategy; rebuilt/staffed the Employee Relations function; implemented major changes to policies/programs, all with the unanimous approval of the Chairman and the Board.
- Planned and directed the first major restructuring effort which incorporated selection, notification, severance plans, outplacement selection and negotiation, exit strategies, and post notification change seminars for employees.
- Obtained 100% sign-off on all severance and general releases with no litigation.
- Led global team in creating a management development program designed to meld two corporate cultures into one.
- Reduced expenses by outsourcing HR function such as short-term disability, service awards, and matching gifts.
- Spearheaded global corporate strategic effort on succession and high potential planning.
- Implemented the first global mobility/expatriate policy for the corporation post acquisition.
- Established a base compensation program for a Gen Re subsidiary.

COLOGNE LIFE REINSURANCE COMPANY, Stamford, CT

(Acquired by Gen Re in 1994; \$520 Million in revenue.)

Second Vice President, Human Resources (1992-1997)

- Member of the Senior Management Operating Group. Advisor to the Chief Executive Officer.
- Led the establishment, staffing and implementation of the first strategic HR and Quality functions and ensured alignment with the corporate and divisional strategic objectives.
- Directed the HR functions of organizational design, re-engineering, compensation, recruitment, benefits and training. Ensured the effectiveness and timely implementation of all HR programs.

Assistant Vice President, Human Resources (1990-1992)

Director, Human Resources (1989-1990)

Manager, Human Resources (1986-1989)

CITIZENS UTILITIES COMPANY, Stamford, CT

1983-1986

Assistant Manager, Human Resources

ITT CORPORATION, Norwalk, CT

1977-1983

Personnel Administrator- ITT Flygt Corporation (1979-1983)

Personnel Assistant ITT-Advanced Technology Center (1977-1979)

EDUCATION

UNIVERSITY OF BRIDGEPORT: **BS, Management/Industrial Relations**, Summa cum Laude, GPA 3.95

CORNELL UNIVERSITY: **Sr. Executive Education Program**–HR Transformation & Functional Excellence
SYRACUSE UNIVERSITY: Journalism & Political Science Studies – Attended two years
LIMRA INTERNATIONAL/BABSON COLLEGE: **Certificate - Strategies for Executive Advancement**

PROFESSIONAL AFFILIATIONS

Society for Human Resources Management (**SHRM**) ♦ National Human Resources Association (**NHRA**)
The Connecticut Society – Washington, DC ♦ Women in Government Relations – Washington, DC
Women in Management (**WIM**) – Membership Committee

+Amy Jackson Ayala
42 Raymond Terrace
Norwalk, CT 06855

Cell: (203) 856-8567

ar911992@gmail.com

EMPLOYMENT

Lisata Therapeutics, Inc., Basking Ridge, NJ

Associate Director, Regulatory Reporting

& Governance, Asst. Corporate Secretary

February 2022 – Present

- First review of clinical trial agreements for domestic & international collaborations
- Revise & negotiate changes to confidential disclosure agreements and informed consent forms with clinical partners
- Spearhead all proxy-related initiatives, including: (a) drafting, disseminating & review of D&O questionnaires; (b) drafting/coordinating revisions to proxy statement, incorporating input from management, counsel & auditors; (c) collaboration with Broadridge to construct ASM timeline & meet deliverables; (d) analysis & cleanup of various tranches of shareholder data; and (e) prepare, structure & run onsite & virtual meeting
- Organization of intellectual property portfolio; liaison with outside counsel re same
- Corporate governance: (a) draft consents, resolutions & minutes; (b) collection and management of board/committee minutes from relevant parties; (c) communication with board members on various matters & (c) maintenance of digital board book that contains all board and committee meeting materials
- Initiated partnership with Broadridge for S-4/proxy filings in connection of proposed merger
- Preparation of materials including minutes as secretary to Disclosure Committee
- Respond to transaction-related due diligence requests
- Management of agenda & materials for Nominating & Governance Committee; prepare and disseminate materials for Audit Committee
- Preparation of monthly Board reports for legal department
- Team with Clinical Department to troubleshoot clinical trial process issues
- Primary liaison between management and outside counsel in certain areas, including securities law & corporate governance

Regulatory Reporting & Corporate Governance Paralegal

May 2018 – February 2022

- Responsible for drafting, proofing, EDGARizing and filing SEC quarterly company filings through Workiva interface
- Virtual shareholder meeting organization, including: (a) partner with Virtual Shareholder Meeting associate to review and manage meeting process; (b) revise timeline to include VSM deliverables; & (c) coordination of roles for dashboard & VSM room
- Preparation on Workiva of SEC filings: 8-Ks, 424bs, S-1s, S-3s, S-8s
- Diligent administrator for: (a) board & committee meeting materials; (b) publication of unanimous consents for e-signature; & (c) upload of new director information and signature
- Various projects responsive to state and federal regulatory agency mandates, including: the New Jersey Economic Development Agency, HHS and FINRA
- File management for various executed agreements and confidential disclosure agreements
- Project manager for Form 144 legal opinion requests
- Annual report administration

Cenveo, Inc., Stamford, CT

Director, Paralegal Services

July 2015 – May 2018

- Sole manager of proxy statement & ASM preparation, including proxy drafting, coordinating revisions between external & internal parties, calculation of compensation, option & stock ownership tables
- Transactional diligence: coordination with internal & external team members; data room uploads; reconciliation of intra-company tracker responses; document preparation & closing matters with foreign & domestic entities
- Company lead drafting, proofing, EDGARizing & filing Section 16 filings with the Securities Exchange Commission; maintenance & reconciliation of director & officer stock, ESPP & 401K ownership records
- Sole administrator of company grant/options program
- Management of all legal invoicing, including coordination with insurance providers for covered matters

- For company-wide effort to shed Dodd Frank designation as Systemically Important Financial Institution (“sifi”), co-led business simplification initiative for dissolution of entities, including: (1) drafted legal documents for merger &/or dissolution; (2) state filings; & (3) drove company metrics to impel quicker deactivation activity
- Project-managed annual governance resolutions for 2013 & 2014, including (1) drafting consent templates for corporations, LLCs & LPs; (2) coordinating shareholder & officer document execution; & (3) updating e-minute books & governance database
- Conducted a 1,000+ company gap analysis under Dodd Frank, including: cross-function information gathering; analysis of information; & production of data to drive metrics
- In recognition of exemplary customer service, received a total of 11 internal Above & Beyond Awards in the five years since joining the company in 2010
- Earned Team Excellence Award in 2014 for delivering metrics under challenging circumstances
- Earned Legal Star Award in 2011 for completion of electronic database project

Penn Foster Career Schools
Independent Contractor Writing Position

2012-2013, 2009

- Crafted online texts & later updates to same on Legal Transcription for use by an online school
- Prepared in-depth descriptions of various legal transcription employment opportunities
- Texts included 67-page guide summarizing field of legal transcription, 44-page supplement to textbook, & two 80-page learning labs

Fujifilm Holdings America Corporation, Valhalla, NY
(through Special Counsel)
Corporate Paralegal

December 2008 – June 2010

- Project lead for launch & maintenance of intra-company legal website, including contract templates for a large variety of agreements for seven separate subsidiary companies
- Co-writer & presenter for in-house seminars regarding legal issues surrounding trademarks & marketing
- Created structure to identify & track the status of company trademarks from application to approval on Access
- Comprehensive knowledge of & interaction with the U.S. Patent & Trademark Office website with regard to trademarks

Prior employment includes Kelley Drye & Warren, 2006 – 2008 (Securities Paralegal); Robinson & Cole, 2005 – 2006 (Generalist Paralegal); Wiggin and Dana, 2003 – 2005 (Legal Assistant)

EDUCATION

2004 Norwalk Community College, Norwalk, CT (3.90 GPA)
Certificate Program in Paralegal

1989 Occidental College, Los Angeles, CA
B.A. in Psychology
Minor in Political Science

SKILLS

Microsoft 365, Workiva, Diligent, Secretary of State websites, U.S. SEC Website, U.S. PTO Website, Excel, PowerPoint, ShareFile and Intralinks Deal Rooms, Romeo & Dye Section 16 Filer, Westlaw, Insightsoftware, LiveLink, Dropbox, PACER, proofreading, website population, database creation/population, court filings, file management, research, EDGARizer, DocuSign, Oracle, GOLD, GEMS

HONORS

Phi Theta Kappa Society
National Society of Leadership and Success

****NOTARY PUBLIC IN THE STATES OF NEW YORK AND CONNECTICUT****



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 Harry Rilling; Board of Estimate and Taxation; Finance and Claims Committee

From: Lisa Biagiarelli, Tax Collector

Date: December 9, 2024

Re: Tax Collector's Narrative for November 2024 End of Month report

As of the end of November 2024, five months into our fiscal year, we collected more than \$201 million against our \$367 million adjusted levy. The net adjusted levy is significantly reduced from the original budgeted levy by more than \$2 million, primarily due to credits resulting from stipulated judgments in adjudicated property tax appeal cases related to the 2018 (prior) revaluation. As of the end of November 2024, our current collection rate was **54.82%**. We also collected **53.53%** of our sewer use levy, more than \$10.1 million, and **73.21%** of the Industrial Pretreatment Program (IPP) fee billing on behalf of the WPCA. Compared with the prior fiscal year, we ended November 2024 slightly behind last year for collection of taxes (-0.39%), slightly ahead for sewer use (0.3%), and behind for the IPP fee (-4.29%).

We also had collected nearly \$4.8 million in past due taxes, interest and fees during the first five months of the fiscal year. This amount is (net) more than \$4 million more than what had been collected in back taxes during the same period last fiscal year. The increase is due to the activity involved in the tax sale held on September 9, 2024. All these figures are net of refunds and credits; in both the current and in the prior fiscal year, a sizeable portion of our past due collections were basically consumed by credits, as noted above.

At this writing, we are in the process of issuing bills for the second installment on the 2023 grand list, due January 1, 2025, and payable without interest by Monday, February 3, 2025. Our billing cycle for the second installment remains dependent to a degree upon the Assessor's office and their workload. Although most motor vehicle taxes are billed in July, supplemental motor vehicle tax bills are being issued for motor vehicles newly registered between October 2, 2023 and July 31, 2024. Bills for those vehicles are due January 1, 2025, payable by February 3, 2025. The Assessors provided us everything we needed to bill those vehicles in a timely manner; those bills are now at the printer. Real estate bills have been at the printer since before the Thanksgiving break; business personal property bills are still being worked on. If all goes well, we hope to have all our December tax bills in the mail by the second or third week of the month. Real estate bills will be mailed first; followed by motor vehicle bills, and finally, by business personal property bills. Past due motor vehicle payment notices are also at the printer now, and are being mailed this month.

Delinquent notices for real estate, business personal property and sewer use charges were mailed in late October. Our delinquent tax collector continues working with the Department of Health to identify establishments with past due taxes that will need to be brought current before a new health permit is issued in January 2025 and has been 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.

Our third-party collection agency continues to bill on our behalf for suspended motor vehicle accounts. Through the end of November 2024, in conjunction with their efforts, we have collected a total of \$1,173,484.57 in past due motor vehicle taxes and interest due 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 agency in December 2022, and December 2024 will mark the two year anniversary of this endeavor.

We are still engaged with work subsequent to our September tax sale. Our targeted collection for that sale was originally \$4.5 million, but we collected more than \$6.5 million directly on tax sale properties. Out of the original 225 properties included in the sale, 212 paid in full prior to the day of the sale. On the day of the sale, we were left with 7 properties.

The tax sale website remains up: <https://storymaps.arcgis.com/stories/00d984cac70d4ae49f41a8936c0c638f> and this site is also reachable from the tax collector's home page. Owners of the sold properties have six months from the date of the sale to redeem their properties by paying off the bidders. The owners retain all rights to their property for six months from the date of the sale. The last day to redeem is Monday, March 10, 2025.

As noted last month, beginning in June 2024, the tax collector's office assumed responsibility for billing and for collecting a monthly municipal tax on gross receipts from cannabis sales within Norwalk. We receive information monthly from the Connecticut Department of Revenue Services on what the gross sales were, and how much tax is owed to the city. The tax rate is 3% of gross sales. We presently have three dispensaries in Norwalk. The tax is paid by all cannabis retailers, hybrid retailers and micro cultivators. I bill according to the amounts provided by the state; they pay by the 10th of the following month. From April 2024 through the end of the month of November 2024, we have collected more than \$144,000 in municipal cannabis tax. These funds are turned over to the Comptroller's office for processing. We are now including these collections in a one-line notation at the bottom of our monthly spreadsheets going forward.

As the City gets deeper into the FYE 2026 budget process, it is important to recognize that in the City of Norwalk, approximately 86% – 90% of our operating revenue will be generated by property taxes. 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 are 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. A lower collection rate requires a higher allowance to be made to compensate for a greater number of taxpayers who will not timely pay their taxes. This principle inspires all our collection enforcement activities, and requires our persistent and consistent collection efforts at all times, and in all circumstances.

I will continue to keep all stakeholders advised of our progress.



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 Harry Rilling; Board of Estimate and Taxation; Finance and Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: January 9, 2025
Re: Tax Collector's Narrative for December 2024 End of Month report

As of the end of December 2024, exactly halfway through our fiscal year, we collected more than \$232 million against our \$372 million adjusted levy. As noted in prior months, the net adjusted levy has been reduced from the original budgeted levy due to stipulated judgments in adjudicated property tax appeal cases related to the 2018 (prior) revaluation. However, our net levy has been increased, as of December 2024, with the infusion of \$4.6 million in supplemental motor vehicle taxes on the 2023 grand list, billed as of January 1, 2025, and reflected on the December 2024 report.

As of the end of December 2024, our current collection rate for all tax types, including the supplemental motor vehicle levy, was **62.53%**. We also collected **63.42%** of our sewer use levy, more than \$12 million, and **76.76%** of the Industrial Pretreatment Program (IPP) fee billing on behalf of the WPCA. Compared with the prior fiscal year, we ended December 2024 substantially ahead of last year for collection of taxes (4.47%) and sewer use (6.04%), but slightly behind for the IPP fee (-0.87%). We were ahead this year because we mailed bills very late last year.

We also had collected more than \$5.1 million in past due taxes, interest and fees during the first six months of the fiscal year. This amount is (net) more than \$4 million more than what had been collected in back taxes during the same period last fiscal year. The increase is due to the tax sale we held on September 9, 2024. All these figures are net of refunds and credits, and in both the current and in the prior fiscal year, a sizeable portion of our past due collections were basically consumed by credits, as noted above.

Beginning in June 2024, the tax collector's office assumed responsibility for billing and for collecting a monthly municipal tax on gross receipts from cannabis sales within Norwalk. We receive information monthly from the Connecticut Department of Revenue Services on what the gross sales were, and how much tax is owed to the city. 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 of December 2024, we have collected \$149,300 in municipal cannabis tax. These funds are turned over to the Comptroller's office for processing. We now include cannabis tax receipts in a one-line notation at the bottom of our monthly reports.

We are now in the collection period for the second installment on the 2023 grand list, due January 1, 2025, and payable without interest by Monday, February 3, 2025. The collection is going well, and there are no major issues. Although most motor vehicle taxes are billed annually in July, as noted earlier in this report, supplemental motor vehicle tax bills, for motor vehicles newly registered between October 2, 2023 and July 31, 2024, are currently being billed and are payable by February 3.

Last year, in December 2023, our billing was sent very late in the calendar year. This year, real estate bills were mailed the second week of December; motor vehicle delinquent notices, and supplemental motor vehicle bills were mailed Christmas week; and business personal property bills went at the very end of the month. There were issues again with preparing the billing files for the printer, but as we become more familiar with our software, we hope to mail bills out as early as possible and become more proficient in using the system.

Our delinquent tax collector continues working with the Department of Health to identify establishments with past due taxes that need to be brought current before a new health permit is issued in January 2025. 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.

Our third-party collection agency continues to bill on our behalf for suspended motor vehicle accounts. Through the end of November 2024, in conjunction with their efforts, we had collected a total of \$1,173,484.57 in past due motor vehicle taxes and interest due to the City. (At this writing we have not yet received their monthly report for December 2024.) 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. As of December 2024, we have been working with this company for two full years.

We are still engaged with work subsequent to our September tax sale. Our targeted collection for that sale was originally \$4.5 million, but we collected more than \$6.5 million directly on tax sale properties. Out of the original 225 properties included in the sale, 212 paid in full prior to the day of the sale. On the day of the sale, we were left with 7 properties. The tax sale website remains up: <https://storymaps.arcgis.com/stories/00d984cac70d4ae49f41a8936c0c638f> and this site is also reachable from the tax collector's home page. Owners of the sold properties have six months from the date of the sale to redeem their properties by paying off the bidders. The last day to redeem is Monday, March 10, 2025, approximately two months from now. We are doing one last mailing to the owners and parties of interest in the sold properties, reminding them of the approaching end of the redemption period. Deeds in the name of the successful bidders will be filed on Tuesday morning, March 11, 2025 for any properties that are not redeemed. At this writing we have potentially four properties that will deed over.

Looking ahead to next month, our collection period will end on February 3, 2025. Because February 1 falls on a Saturday we allow until the next business day, as required by state law. Payments may be made online, by phone, in person at one of 10 bank branch locations, at City Hall, or by mail. Payments postmarked on or before February 3 are considered on time regardless of when we receive them, per state law. Payments without a postmark, or with an illegible postmark, are considered timely or late depending on when they are received. We encourage taxpayers to consider using an E Check or ACH payment; there is an additional fee of \$1.25 for using this method. Many taxpayers choose to use this method in order to avoid the uncertainty of placing a physical check in the mailstream and hoping it reaches us on time. After the collection period concludes, we will issue delinquent notices, and then look to filing lien continuing certificates by the second week of March.

As policy makers continue in the budget process and move toward setting tax rates for the July 2025 tax billing, we remember that approximately 86% – 90% of the City of Norwalk's operating revenue is generated from property taxes. 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. A lower collection rate requires a higher allowance to be made to compensate for a greater number of taxpayers who will not timely pay their taxes. This principle inspires all our collection enforcement activities, and requires our persistent and consistent collection efforts at all times, and in all circumstances.

I will continue to keep all stakeholders advised of our progress.

**TAX COLLECTOR'S REPORT
NOVEMBER 2024**

FISCAL YEAR 2024-2025 (2023 GRAND LIST)		ADJ. TAX COLLECTIONS JUN 24 - NOV 24		COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$30,485,520.62	\$25,581,413.31		83.91%	\$30,124,474.57	(\$361,046.05)	84.92%
PERSONAL PROPERTY	\$24,660,647.62	\$13,065,731.56		52.98%	\$24,522,941.62	(\$137,706.00)	53.28%
REAL ESTATE	\$314,512,159.95	\$162,805,268.51		51.76%	\$312,804,355.40	(\$1,707,804.55)	52.05%
TOTAL TAX	\$369,658,328.19	\$201,452,413.38		54.50%	\$367,451,771.59	(\$2,206,556.60)	54.82%
SEWER USE	\$19,044,215.00	\$10,164,673.53		53.37%	\$18,990,188.00	(\$54,027.00)	53.53%
IPP FEE	\$167,750.00	\$144,593.79		86.20%	\$197,499.55	\$29,749.55	73.21%
FISCAL YEAR 2023-2024 (2022 GRAND LIST)							
AUTOMOBILE-REGULAR	\$30,725,059.50	\$24,622,555.10		80.14%	\$29,548,098.81	(\$1,176,960.69)	83.33%
PERSONAL PROPERTY	\$22,422,652.30	\$12,370,923.13		55.17%	\$22,300,419.22	(\$122,233.08)	55.47%
REAL ESTATE	\$325,927,765.40	\$170,289,892.54		52.25%	\$323,583,317.72	(\$2,344,447.68)	52.63%
TOTAL TAX	\$379,075,477.20	\$207,283,370.77		54.68%	\$375,431,835.75	(\$3,643,641.45)	55.21%
SEWER USE	\$18,240,059.00	\$9,806,838.58		53.77%	\$18,423,828.06	\$183,769.06	53.23%
IPP FEE	\$199,250.00	\$154,807.38		77.70%	\$199,750.00	\$500.00	77.50%
TAX DIFFERENCE 2023 G.L. vs. 2022 G.L. INCREASE/(DECREASE)							
	(\$9,417,149.01)	(\$5,830,957.39)		-0.18%	(\$7,980,064.16)	\$1,437,084.85	-0.39%
SEWER DIFFERENCE 2023 G.L. vs. 2022 G.L. INCREASE/(DECREASE)							
	\$804,156.00	\$357,834.95		-0.39%	\$566,359.94	(\$237,796.06)	0.30%
IPP DIFFERENCE 2023 G.L. vs. 2022 G.L. INCREASE/(DECREASE)							
	(\$31,500.00)	(\$10,213.59)		8.50%	(\$2,250.45)	\$29,249.55	-4.29%
BACK TAXES COLLECTED		FISCAL YR 2024-2025 (JUL 24 - NOV 24)	FISCAL YR 2023-2024 (JUL 23 - NOV 23)	CUR YR vs. PRIOR YR INC/(DEC)			
PRIOR TAXES	\$3,005,562.91		(\$401,937.09)	\$3,407,500.00			
PRIOR SEWER USE FEE	\$175,975.53		\$110,667.09	\$65,308.44			
PRIOR IPP FEE	\$4,206.27		\$500.00	\$3,706.27			
TOTAL PRIOR TAX, SEWER & IPP	\$3,185,744.71		(\$290,770.00)	\$3,476,514.71			
CURRENT INTEREST	\$342,399.47		\$315,768.92	\$26,630.55			
PRIOR INTEREST	\$771,663.06		\$603,022.39	\$168,640.67			
SEWER USE FEE INTEREST	\$70,573.65		\$33,291.49	\$37,282.16			
IPP FEE INTEREST	\$1,616.42		\$2,213.47	(\$597.05)			
TOTAL INTEREST COLLECTED	\$1,186,252.60		\$954,296.27	\$231,956.33			
PRIOR LIEN FEE	\$12,336.56		\$6,545.59	\$5,790.97			
CURRENT LIEN FEE	\$0.00		\$0.00	\$0.00			
TOTAL LIEN FEE COLLECTED	\$12,336.56		\$6,545.59	\$5,790.97			
MISC FEES COLLECTED	\$408,326.35		\$41,600.61	\$366,725.74			
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$4,792,660.22		\$711,672.47	\$4,080,987.75			
TOTAL TAX BILLED/PAID ON GROSS RECEIPTS FROM CANNABIS (2024 YTD)				\$144,190.74			

TAX COLLECTOR'S REPORT
DECEMBER 2024

FISCAL YEAR 2023-2024
(2023 GRAND LIST)

	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 24 - DEC 24	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$30,485,520.62	\$25,999,031.25	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	\$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%

FISCAL YEAR 2022-2023
(2022 GRAND LIST)

	ORIGINAL LEVY	JUN 23 - DEC 23	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$30,725,059.50	\$26,114,016.15	81.74%	\$29,527,871.69	(\$1,197,187.81)	85.05%
AUTOMOBILE-SUPPLEMENTAL	\$4,210,689.03	\$606,285.80	14.40%	\$4,234,513.59	\$23,824.56	14.32%
PERSONAL PROPERTY	\$22,422,652.30	\$13,379,001.04	59.67%	\$22,224,454.94	(\$198,197.36)	60.20%
REAL ESTATE	\$325,927,765.40	\$181,276,474.68	55.62%	\$323,582,943.24	(\$2,344,822.16)	56.02%
TOTAL TAX	\$383,286,166.23	\$220,375,777.67	57.50%	\$379,569,783.46	(\$3,716,382.77)	58.06%
SEWER USE	\$18,240,059.00	\$10,571,892.99	57.96%	\$18,424,224.06	\$184,165.06	57.38%
IPP FEE	\$199,250.00	\$155,057.38	77.82%	\$199,760.00	\$500.00	77.63%

TAX DIFFERENCE 2023 G.L. vs. 2022 G.L.
INCREASE/(DECREASE)

\$1,480,001.12 4.47%

SEWER DIFFERENCE 2023 G.L. vs. 2022 G.L.
INCREASE/(DECREASE)

\$665,766.94 6.04%

IPP DIFFERENCE 2023 G.L. vs. 2022 G.L.
INCREASE/(DECREASE)

(\$2,250.45) -0.87%

BACK TAXES COLLECTED

	FISCAL YR 2024-2025 (JUL 24 - DEC 24)	FISCAL YR 2023-2024 (JUL 23 - DEC 23)	CUR YR vs. PRIOR YR INC/(DEC)
PRIOR TAXES	\$3,195,226.54	(\$150,827.54)	\$3,346,054.08
PRIOR SEWER USE FEE	\$172,587.01	\$120,181.78	\$52,405.23
PRIOR IPP FEE	\$4,206.27	\$4,019.09	\$187.18
TOTAL PRIOR TAX, SEWER & IPP	\$3,372,019.82	(\$26,626.67)	\$3,398,646.49
CURRENT INTEREST	\$430,374.13	\$382,242.60	\$48,131.53
PRIOR INTEREST	\$851,644.70	\$679,715.84	\$171,928.86
SEWER USE FEE INTEREST	\$73,429.61	\$40,957.03	\$32,472.58
IPP FEE INTEREST	\$3,122.94	\$2,235.97	\$886.97
TOTAL INTEREST COLLECTED	\$1,358,571.38	\$1,105,151.44	\$253,419.94
PRIOR LIEN FEE	\$12,744.56	\$7,361.59	\$5,382.97
CURRENT LIEN FEE	\$0.00	\$0.00	\$0.00
TOTAL LIEN FEE COLLECTED	\$12,744.56	\$7,361.59	\$5,382.97
MISC FEES COLLECTED**	\$417,261.23	\$52,402.17	\$364,859.06
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$5,160,596.99	\$1,138,288.53	\$4,022,308.46
TOTAL TAX BILLED/PAID ON GROSS RECEIPTS FROM CANNABIS (2024 YTD)	\$	\$	149,300.16

AGENDA

CLAIMS COMMITTEE MEETING

DEC 12TH 2024

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:	BILL No & AMOUNT REFUNDED	REASON
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MOTOR VEHICLE

ACAR LEASING LTD	23-MV-300427 \$458.40	PRORATION
	23-MV-300470 \$404.48	PRORATION
ARDILA-RODRIGUEZ DIEGO A	23-MV-303051 \$781.64+\$46.90 INT	SENT TO ANSONIA
BAPTISTE SOPHIE J	23-MV-304522 \$13.57	PRORATION
CIARCIA KELLY S	23-MV-312963 \$265.85	PRORATION
CORONA-SANDOVAL JOSE	21-MV-402911 \$59.20	DUPLICATE BILL
DISTEL CHRISTINE T	22-MV-318630 \$90.43	ASSMNT ERROR
DUARTE CANAHUI VICTOR R	23-MV-319429 \$93.29	PRORATION
EPITROPAKIS KONSTANTINOS	23-MV-321432 \$31.87	PRORATION
FARAGO THOMAS R	23-MV-322304 \$87.81+\$5.27 INT	PRORATION
FINANCIAL SERV VEH TRUST	22/23-MV-SEE ATTACHED \$7,251.20	PRORTN/ABMNT
GARRIDO-OLIVA SILVIA G	23-MV-325998 \$68.07	PRORATION
HONDA LEASE TRUST	23-MV-332264 \$325.58	PRORATION
HONDA LEASE TRUST	23-MV-332180 \$503.78	PRORATION
HONDA LEASE TRUST	23-MV-332143 \$80.83	PRORATION
HONDA LEASE TRUST	23-MV-331793 \$54.80	PRORATION
	23-MV-332305 \$54.63	PRORATION
	23-MV-332407 \$1,001.29	PRORATION
HONDA LEASE TRUST	22-MV-332096 \$51.52	PRORATION
	23-MV-332113 \$570.32	ABATEMENT
	23-MV-332194 \$497.09	PRORATION

HYUNDAI LEASE TITLING TRUST	23-MV-333469 \$78.81	PRORATION
	23-MV-333359 \$639.75	PRORATION
JP MORGAN CHASE BANK	23-MV-335762 \$174.38	PRORATION
JP MORGAN CHASE BANK	23-MV-336056 \$528.35	PRORATION
JP MORGAN CHASE BANK	23-MV-336002 \$591.42	PRORATION
	23-MV-336096 \$925.33	PRORATION
	23-MV-336101 \$432.24	PRORATION
JP MORGAN CHASE BANK	23-MV-336108 \$491.57	PRORATION
	23-MV-335843 \$307.40	PRORATION
KATZ DONNA C & STEPHEN	23-MV-336893 \$133.25	PRORATION
KRYSIUK JUDITH L	23-MV-338457 \$52.74	PRORATION
MANJUNATH MEGHA	23-MV-343145 \$444.54	PRORATION
MARGINEAN RARES A	23-MV-343338 \$572.14	PRORATION
NAGELKERKE JEFFREY L	23-MV-349228 \$37.07	PRORATION
NISSAN MOTOR ACCEPTANCE	23-MV-350331 \$36.13	PRORATION
	23-MV-350528 \$88.64	PRORATION
NISSAN INFINITI LT LLC	21-MV-348244 \$314.57	ABATEMENT
	22-MV-409609 \$366.82	ABATEMENT
	23-MV-350599 \$413.54	ABATEMENT
NISSAN INFINITI LT LLC	23-MV-350343 \$243.78	PRORATION
PORSCHE LEASING LIMITED	23-MV-SEE ATTACHED \$4,789.53	PRORATION
PORSCHE LEASING LTD	22-MV-355022 \$3,642.36	PRORATION
POWELL MICHAEL L	23-MV-356015 \$10.55	PRORATION
ROSARIO WELVIN	22-MV-359166 \$159.06	PRORATION
SAXE JEREMY J	23-MV-362309 \$103.71	PRORATION
SEAMAN CONSTRUCTION INC	23-MV-SEE ATTACHED \$1,470.27	PRORATION
SILVER JACOB J	23-MV-364136 \$26.55	PRORATION
TOYOTA LEASE TRUST	23-MV-369496 \$230.23	PRORATION
TOYOTA LEASE TRUST	22-MV-367888 \$74.73	PRORATION

	22-MV-368455 \$71.87	PRORATION
TOYOTA LEASE TRUST	23-MV-SEE ATTACHED \$9,422.45	PRORATION
TSIRANIDES PHILLIP	23-MV-370321 \$15.68	PRORATION
USB LEASING LT	23-MV-370983 \$145.98	PRORATION
	23-MV-371045 \$90.33	PRORATION
USB LEASING LT	23-MV-370996 \$782.19	PRORATION
US BANK NA	23-MV-370928 \$409.87	PRORATION
VAN DEN HOEK WILLEM	23-MV-371542 \$19.38	PRORATION
VAULT TRUST	23-MV-SEE ATTACHED \$4,861.41	PRORATION
VAULT TRUST	22-MV-370815 \$993.50	PRORATION
VAULT TRUST	22/23-MV-SEE ATTACHED \$2,826.57	PRORATION
WARREN ANDREW W	23-MV-374360 \$20.49	PRORATION
ZARATE RODRIGUEZ NURI Y	23-MV-376524 \$243.78	PRORATION

PERSONAL PROPERTY

TANGLES C/O JUDY GOLDKOPF		
189 EAST AVENUE	23-PP-202593 \$22.54	COC CLERICAL ERROR

REAL ESTATE

MCALLISTER STEPHANIE		
4 HEATHCOTE ROAD		
5-35-21-0	21-RE-117252 \$382.00	PER WPCA NO SEWER
NYAMALA FATIMA		
CLARMORE DRIVE G14		
1-19-13C-G14	23-RE-100073 \$24.56	PAID WRONG ACCOUNT

SPECIAL REQUEST

VAULT TRUST

23-MV-SEE ATTACHED \$13,801.22

PRORATION

VW CREDIT LEASING LTD

22/23-MV-SEE ATTACHED \$10,789.19

PRORTNS/ABTMNT

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NORWALK TAX COLLECTOR

Name
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City/State/Zip

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

2022-03-0323142-00	FINANCIAL SER VEH TRUST	AJ79855/WBXJG9C0X15P66702/2020/BMW/X1 XDRIV	708.60	-531.43	-531.43
323142	5550 BRITTON PKWY		-531.43	0.00	-531.43
M045	HILLIARD OH 43026	Bank - M045/DMV CIVLS: 105942-5699722-0N	708.60	0.00	0.00
2022-03-0323188-00	FINANCIAL SER VEH TRUST	223YZR/WBXJG9C05L5P42680/2020/BMW/X1 XDRIV	708.60	-354.30	-354.30
323188	5550 BRITTON PKWY		-354.30	0.00	-354.30
M045	HILLIARD OH 43026	Bank - M045/DMV CIVLS: 105942-5682534-0N	708.60	0.00	0.00
2023-03-0323073-00	FINANCIAL SERVICES VEHICLE TRUST	223YZR/WBXJG9C05L5P42680/2020/BMW/X1 XDRIV	648.88	-648.88	-648.88
323073	PO BOX 1910	LINK # 2023-MV-0046235	-648.88	0.00	-648.88
M058	COCKEYSVILLE MD 21030-7910	Bank - M058/DMV CIVLS: 105942-5682534-Y	648.88	0.00	0.00
2023-03-0323124-00	FINANCIAL SERVICES VEHICLE TRUST	AA50049/WBA13BJ00MX04219/2021/BMW/530 XI	835.52	-278.21	-278.21
323124	PO BOX 1910	LINK # 2023-MV-0046240	-278.21	0.00	-278.21
M058	COCKEYSVILLE MD 21030-7910	Bank - M058/DMV CIVLS: 105942-6290717-Y	835.52	0.00	0.00
2023-03-0323152-00	FINANCIAL SERVICES VEHICLE TRUST	AL23193/5UXCYC0X9F88674/2021/BMW/X6 XDRIV	1,352.61	-564.03	-564.03
323152	PO BOX 1910	LINK # 2023-MV-0046243	-564.03	0.00	-564.03
M058	COCKEYSVILLE MD 21030-7910	Bank - M058/DMV CIVLS: 105942-6134206-Y	1,352.61	0.00	0.00
2023-03-0323201-00	FINANCIAL SERVICES VEHICLE TRUST	AX95916/5UXJ04C03M9E18115/2021/BMW/X5 M50I	1,417.85	-1,181.05	-1,181.05
323201	PO BOX 1910	LINK # 2023-MV-0046247	-1,181.05	0.00	-1,181.05
M058	COCKEYSVILLE MD 21030-7910	Bank - M058/DMV CIVLS: 105942-5961853-Y	1,417.85	0.00	0.00
2023-03-0323211-00	FINANCIAL SERVICES VEHICLE TRUST	BA02531/5UXTYC00M9E72927/2021/BMW/X3 XDRIV	783.91	-653.00	-653.00
323211	PO BOX 1910	LINK # 2023-MV-0046248	-653.00	0.00	-653.00
M058	COCKEYSVILLE MD 21030-7910	Bank - M058/DMV CIVLS: 105942-6041763-Y	783.91	0.00	0.00
2023-03-0323234-00	FINANCIAL SERVICES VEHICLE TRUST	BB25040/WMMWJ5C02M3M74498/2021/MINI/COOPER S	656.02	-492.00	-492.00
323234	PO BOX 1910	LINK # 2023-MV-0046251	-492.00	0.00	-492.00
M058	COCKEYSVILLE MD 21030-7910	Bank - M058/DMV CIVLS: 105942-6124797-Y	656.02	0.00	0.00
2023-03-0323245-00	FINANCIAL SERVICES VEHICLE TRUST	BB68575/WBA702C06MCE96391/2021/BMW/750 XI	1,314.63	-548.18	-548.18
323245	PO BOX 1910	LINK # 2023-MV-0046252	-548.18	0.00	-548.18
M058	COCKEYSVILLE MD 21030-7910	Bank - M058/DMV CIVLS: 105942-6244239-Y	1,314.63	0.00	0.00
2023-03-0323246-00	FINANCIAL SERVICES VEHICLE TRUST	BB68576/5UXCR6C04M9G71420/2021/BMW/X5 XDRIV	1,133.18	-472.52	-472.52
323246	PO BOX 1910	LINK # 2023-MV-0046252	-472.52	0.00	-472.52
M058	COCKEYSVILLE MD 21030-7910	Bank - M058/DMV CIVLS: 105942-6244301-Y	1,133.18	0.00	0.00
2023-03-0323255-00	FINANCIAL SERVICES VEHICLE TRUST	BC58659/WBXJG9C0XMS84880/2021/BMW/X1 XDRIV	692.05	-288.57	-288.57
323255	PO BOX 1910	LINK # 2023-MV-0046253	-288.57	0.00	-288.57
M058	COCKEYSVILLE MD 21030-7910	Bank - M058/DMV CIVLS: 105942-6249058-Y	692.05	0.00	0.00
2023-03-0323329-00	FINANCIAL SERVICES VEHICLE TRUST	BG96163/3M5U09J09N8C66902/2022/BMW/M340XI	1,211.08	-605.54	-605.54
323329	PO BOX 1910	LINK # 2023-MV-0046260	-605.54	0.00	-605.54
M058	COCKEYSVILLE MD 21030-7910	Bank - M058/DMV CIVLS: 105942-6680275-Y	1,211.08	0.00	0.00
2023-03-0323334-00	FINANCIAL SERVICES VEHICLE TRUST	BG96292/5UX5JDP09N9N35100/2022/BMW/X3 XDRIV	949.78	-633.49	-633.49
323334	PO BOX 1910	LINK # 2023-MV-0046261	-633.49	0.00	-633.49
M058	COCKEYSVILLE MD 21030-7910	Bank - M058/DMV CIVLS: 105942-6762660-Y	949.78	0.00	0.00

Of Acct (s) : 13

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-7,251.20
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2023-03-0355846-00
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PORSCHE LEASING LTD
ONE PORSCHE DRIVE
ATLANTA GA 30354
AX95488/WP1AA2A51MTB03518/2021/PORSC/MACAN
LINK # 2023-MV-0046548
Bank - M048/DMV CIVLS: 139756-6169264-Y
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PORSCHE LEASING LTD
ONE PORSCHE DRIVE
ATLANTA GA 30354
AY37274/WP1AB2A59LTB36147/2020/PORSC/MACAN S
LINK # 2023-MV-0046548
Bank - M048/DMV CIVLS: 139756-5863214-Y
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2023-03-0355848-00
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ONE PORSCHE DRIVE
ATLANTA GA 30354
AZ17362/WP0CA2A81LS210268/2020/PORSC/BOXSTER
LINK # 2023-MV-0046548
Bank - M048/DMV CIVLS: 139756-5993926-Y
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2023-03-0355849-00
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M048
PORSCHE LEASING LTD
ONE PORSCHE DRIVE
ATLANTA GA 30354
BA47231/WP1AA2A54MTB00662/2021/PORSC/MACAN
LINK # 2023-MV-0046548
Bank - M048/DMV CIVLS: 139756-6127735-Y
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PORSCHE LEASING LTD
ONE PORSCHE DRIVE
ATLANTA GA 30354
BA47276/WP1AA2A53MDA02811/2021/PORSC/CAVAYNE
LINK # 2023-MV-0046548
Bank - M048/DMV CIVLS: 139756-6200188-Y
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2023-03-0355857-00
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LINK # 2023-MV-0046549
Bank - M048/DMV CIVLS: 139756-6892747-Y
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ONE PORSCHE DRIVE
ATLANTA GA 30354
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LINK # 2023-MV-0046549
Bank - M048/DMV CIVLS: 139756-6961498-Y
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OF Acct (s) : 7
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Ryan LLC
NOV 05 2024
RECEIVED

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

2023-03-0362879-00	SEAMAN CONSTRUCTION INC.	46 CHESTNUT ST NORMALK CT 06854-3623	AE28779/1GBE5C3245F516862/2005/CHEVR/C5C042 5	408.35	-47.33	-47.33			
362879	46 CHESTNUT ST NORMALK CT 06854-3623	LINK # 2023-MV-0038182 /DMV CIVLS: 1351431-575602-N		-47.33	0.00	-47.33			
				408.35	0.00	0.00			
2023-03-0362880-00	SEAMAN CONSTRUCTION INC.	46 CHESTNUT STREET NORMALK CT 06854-3623	AE29067/1XKDB9X43J705713/2003/KENWO/CONSTRUC	978.34	-519.00	-519.00			
362880	46 CHESTNUT STREET NORMALK CT 06854-3623	LINK # 2023-MV-0038183 /DMV CIVLS: 2108055-2626940-N		-519.00	0.00	-519.00			
				978.34	0.00	0.00			
2023-03-0362882-00	SEAMAN CONSTRUCTION INC.	46 CHESTNUT ST NORMALK CT 06854-3623	AU43952/1NKDXBTX74J051978/2004/KENWO/CONSTRUC	1,127.66	-556.07	-556.07			
362882	46 CHESTNUT ST NORMALK CT 06854-3623	LINK # 2023-MV-0038182 /DMV CIVLS: 1210823-2299997-N		-556.07	0.00	-556.07			
				1,127.66	0.00	0.00			
2023-03-0362883-00	SEAMAN CONSTRUCTION INC.	46 CHESTNUT ST NORMALK CT 06854-3623	AU43953/1FDUF5HT1GEC05475/2016/FORD/F550 SUP	918.62	-48.17	-48.17			
362883	46 CHESTNUT ST NORMALK CT 06854-3623	LINK # 2023-MV-0038182 /DMV CIVLS: 1351431-4114080-N		-48.17	0.00	-48.17			
				918.62	0.00	0.00			
2023-03-0362891-00	SEAMAN CONSTRUCTION INC.	46 CHESTNUT ST NORMALK CT 06854-3623	K48089/1GBJK39113E356867/2003/CHEVR/SILVERAD	377.83	-240.07	-240.07			
362891	46 CHESTNUT ST NORMALK CT 06854-3623	LINK # 2023-MV-0038183 /DMV CIVLS: 1351431-2938864-N		-240.07	0.00	-240.07			
				377.83	0.00	0.00			
2023-03-0362892-00	SEAMAN CONSTRUCTION INC.	46 CHESTNUT ST NORMALK CT 06854-3623	K88045/1GB3KZCL7CF189639/2012/CHEVR/SILVERAD	577.14	-59.63	-59.63			
362892	46 CHESTNUT ST NORMALK CT 06854-3623	LINK # 2023-MV-0038183 /DMV CIVLS: 1351431-2937522-N		-59.63	0.00	-59.63			
				577.14	0.00	0.00			
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NORMARK TAX COLLECTOR

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Due Now
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2023-03-0369024-00
369024
M087

TOYOTA LEASE TRUST
3200 WEST RAY ROAD
CHANDLER AZ 85226
336XJF/2T2H2MDA9MC210782/2021/LEXUS/RX 350
LINK # 2023-MV-0046571
Back Taxes/Bank - M087/DNV CIVLS: 139809-6058510-X

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2023-03-0369030-00

TOYOTA LEASE TRUST
3200 WEST RAY ROAD
CHANDLER AZ 85226

9ASRV4/58AD21B10NUJ33087/2022/LEXUS/ES 350 B
LINK # 2023-MV-0046577
Back Taxes/Bank - M087/DNV CIVLS: 139809-6726467-X

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2023-03-0369144-00

TOYOTA LEASE TRUST
3200 WEST RAY ROAD
CHANDLER AZ 85226

AJ10660/5TDG2RBH3NS218305/2022/TOYOT/HIGHLAND
LINK # 2023-MV-0046583
Back Taxes/Bank - M087/DNV CIVLS: 139809-6711015-X

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2023-03-0369159-00

TOYOTA LEASE TRUST
3200 WEST RAY ROAD
CHANDLER AZ 85226

AK75884/2T2H2MDA9MC261900/2021/LEXUS/RX 350
LINK # 2023-MV-0046584
Back Taxes/Bank - M087/DNV CIVLS: 139809-6022753-X

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2023-03-0369196-00

TOYOTA LEASE TRUST
3200 WEST RAY ROAD
CHANDLER AZ 85226

AN74350/5TD12RBH3NS081938/2021/TOYOT/HIGHLAND
LINK # 2023-MV-0046588
Back Taxes/Bank - M087/DNV CIVLS: 139809-6097885-X

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2023-03-0369197-00

TOYOTA LEASE TRUST
3200 WEST RAY ROAD
CHANDLER AZ 85226

AN74449/5TDG2RBH3NS081502/2021/TOYOT/HIGHLAND
LINK # 2023-MV-0046588
Back Taxes/Bank - M087/DNV CIVLS: 139809-6110280-X

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2023-03-0369378-00

TOYOTA LEASE TRUST
3200 WEST RAY ROAD
CHANDLER AZ 85226

BA62775/5TD2PBAE3MUT47772/2021/TOYOT/COROLLA
LINK # 2023-MV-0046606
Back Taxes/Bank - M087/DNV CIVLS: 139809-6077067-X

462.88
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2023-03-0369379-00

TOYOTA LEASE TRUST
3200 WEST RAY ROAD
CHANDLER AZ 85226

BA62817/2T2P1RFBV3MC173436/2021/TOYOT/RAV4 XLE
LINK # 2023-MV-0046606
Back Taxes/Bank - M087/DNV CIVLS: 139809-6096243-X

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2023-03-0369385-00

TOYOTA LEASE TRUST
3200 WEST RAY ROAD
CHANDLER AZ 85226

BA70739/2T2P1RFBV6MC169886/2021/TOYOT/RAV4 XLE
LINK # 2023-MV-0046607
Back Taxes/Bank - M087/DNV CIVLS: 139809-6122835-X

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2023-03-0369409-00

TOYOTA LEASE TRUST
3200 WEST RAY ROAD
CHANDLER AZ 85226

BB16054/3TMC25AN3MM398625/2021/TOYOT/TACOMA D
LINK # 2023-MV-0046609
Back Taxes/Bank - M087/DNV CIVLS: 139809-6122835-X

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2023-03-0369414-00

TOYOTA LEASE TRUST
3200 WEST RAY ROAD

BB16860/4T3B6REV6M027591/2021/TOYOT/RAV4 XLE
LINK # 2023-MV-0046610

820.91
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Ryan LLC

✓	M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DWV CIVLS: 139809-6144993-Y	820.91	0.00	0.00
✓	2023-03-0369428-00	TOYOTA LEASE TRUST	BB43226/5TDGZRBHMS090107/2021/TOYOT/HIGHLAND	829.35	-483.52	-483.52
✓	369428	3200 WEST RAY ROAD	LINK # 2023-MV-0046611	-483.52	0.00	-483.52
✓	M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DWV CIVLS: 139809-6150108-Y	829.35	0.00	0.00
✓	2023-03-0369431-00	TOYOTA LEASE TRUST	BB49459/2T2HZMDA4MC264476/2021/LEXUS/RX 350	958.22	-319.08	-319.08
✓	369431	3200 WEST RAY ROAD	LINK # 2023-MV-0046612	-319.08	0.00	-319.08
✓	M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DWV CIVLS: 139809-6004732-Y	958.22	0.00	0.00
✓	2023-03-0369433-00	TOYOTA LEASE TRUST	BB53164/2T2HZMDA9MC283329/2021/LEXUS/RX 350	958.22	-639.14	-639.14
✓	369433	3200 WEST RAY ROAD	LINK # 2023-MV-0046612	-639.14	0.00	-639.14
✓	M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DWV CIVLS: 139809-6178403-Y	958.22	0.00	0.00
✓	2023-03-0369448-00	TOYOTA LEASE TRUST	BB11589/JTEJUSJRXM5873651/2021/TOYOT/4RUNNER	1,091.31	-545.66	-545.66
✓	369448	3200 WEST RAY ROAD	LINK # 2023-MV-0046613	-545.66	0.00	-545.66
✓	M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DWV CIVLS: 139809-6186632-Y	1,091.31	0.00	0.00
✓	2023-03-0369531-00	TOYOTA LEASE TRUST	BD41131/5TDH2RBHMS139568/2021/TOYOT/HIGHLAND	845.91	-211.48	-211.48
✓	369531	3200 WEST RAY ROAD	LINK # 2023-MV-0046622	-211.48	0.00	-211.48
✓	M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DWV CIVLS: 139809-6365436-Y	845.91	0.00	0.00
✓	2023-03-0369906-00	TOYOTA LEASE TRUST	BM09281/2T3F1RFV6FW389280/2023/TOYOT/RAV4 LE	758.91	-379.45	-379.45
✓	369906	3200 WEST RAY ROAD	LINK # 2023-MV-0046659	-379.45	0.00	-379.45
✓	M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DWV CIVLS: 139809-7143949-Y	758.91	0.00	0.00
✓	2023-03-0369938-00	TOYOTA LEASE TRUST	KYRA/4T1111AK7UB880705/2020/TOYOT/CAMRY LE	489.17	-407.47	-407.47
✓	369938	3200 WEST RAY ROAD	LINK # 2023-MV-0046662	-407.47	0.00	-407.47
✓	M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DWV CIVLS: 139809-5682574-Y	489.17	0.00	0.00
# Of Acct (s) : 18				14,973.46	-9,006.63	-9,006.63
				-9,006.63	0.00	-9,006.63
				14,973.46	0.00	0.00

RECEIVED
OCT 30 2024
Ryan LLC



2023030369427

GENERAL DATA MOTOR VEHICLE NORWALK TAX COLLECTOR

AS OF 10/11/2024

BILL NO: 2023-03-0369427
UNIQUE ID: 369427
LINK # 2023-MV-0046611
FILE#
BANK: M087
ESCROW: 139809-6135028-Y
DMV CIVLS: 139809-6135028-Y
DISTRICT: 25, 620
PROP ASSESSED: 25, 620
EXEMPTIONS: 2248118M
COC CHANGE: -12, 810
COC #: 2248118M
EXEMPT Change: 12, 810
NET VALUE: 12, 810
DMV CIVLS: 139809-6135028-Y
NAME: TOYOTA LEASE TRUST
C/O: 3200 WEST RAY ROAD
ADDRESS: CHANDLER AZ 85226
CITY ST ZIP: COUNTRY:
YR/MAKE/MDL 2021 / LEXUS / IS 300
REG/CL/ID BB34712/1 / JTHC81F22M5044545
ASSMNT CHANGE: -12, 810
TOWN BENEFIT 0.00
REG# EXPR: 02/13/2024

MILL RATE: 32.4600
/BACK TAXES

*** BILLED ***

	TOWN	SEWER	TOTALS
INST1	831.63	0.00	831.63
INST2	0.00	0.00	0.00
INST3	0.00	0.00	0.00
INST4	0.00	0.00	0.00
ADJS	-415.82	0.00	-415.82
TOT TAX	415.81	0.00	415.81
TOTAL PAID:	831.63	0.00	831.63

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Adj	4	10/04/2024	31-2248118M	99/9999/1	T	-415.82	0.00	0.00	0.00	0.00
Pmt	1	07/22/2024		15/682/414	T	831.63	0.00	0.00	0.00	831.63

TOTAL PAYMENTS

TOTAL BALANCE DUE AS OF 10/11/2024

	TOWN	SEWER	TOTAL
INT DUE	0.00	0.00	0.00
LIEN DUE	0.00	0.00	0.00
FEES DUE	0.00	0.00	0.00
TAX DUE NOW	-415.82	0.00	-415.82
TOT DUE NOW	-415.82	0.00	-415.82
BALANCE AMT	-415.82	0.00	-415.82

*** FLAGS ***

Circuit Breaker Amt 0
Invalid Address Flag No
Last Adjustment Reason TOTAL LOSS 3/9/2024 ADH

OCT 11 2024

OCT 15 2024

Inquiry Report **NORWALK TAX COLLECTOR** **Interest Date : 10/15/2024** **Page : 1**
Bill# Name Prop Loc/Veh. Info./Plan-Sew TOT Inst Balance
Unique_id Address MBL/LINK # TOT Adj Tax Due
Dist City/State/Zip Flags TOT Paid L/E/Bint Due Due Now Discount

2023-03-0371956-00	VAULT TRUST	AS88685/ZARFANANM7648308/2021/ALFA/GIULIA T	765.08	-446.03	-446.03
371956	500 WOODWARD AVE	LINK # 2023-MV-0046681	-446.03	0.00	-446.03
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6584819-Y	765.08	0.00	0.00

2023-03-0372014-00	VAULT TRUST	BA92964/3C4NJDCBXM7546868/2021/JEEP/COMPASS	585.25	-341.18	-341.18
372014	500 WOODWARD AVE	LINK # 2023-MV-0046687	-341.18	0.00	-341.18
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6115408-Y	585.25	0.00	0.00

2023-03-0372016-00	VAULT TRUST	BA93026/3C4NJDCB9MT546845/2021/JEEP/COMPASS	585.25	-341.18	-341.18
372016	500 WOODWARD AVE	LINK # 2023-MV-0046687	-341.18	0.00	-341.18
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6137042-Y	585.25	0.00	0.00

2023-03-0372017-00	VAULT TRUST	BA93628/3C4NJDCB0MT534986/2021/JEEP/COMPASS	585.25	-146.29	-146.29
372017	500 WOODWARD AVE	LINK # 2023-MV-0046688	-146.29	0.00	-146.29
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6070576-Y	585.25	0.00	0.00

2023-03-0372018-00	VAULT TRUST	BA95843/3C4NJDCB1MT552329/2021/JEEP/COMPASS	593.69	-296.84	-296.84
372018	500 WOODWARD AVE	LINK # 2023-MV-0046688	-296.84	0.00	-296.84
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6120651-Y	593.69	0.00	0.00

2023-03-0372023-00	VAULT TRUST	BB19413/ZASPAKEN9MTD02018/2021/ALFA/STELVIO	689.78	-402.15	-402.15
372023	500 WOODWARD AVE	LINK # 2023-MV-0046688	-402.15	0.00	-402.15
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6148547-Y	689.78	0.00	0.00

2023-03-0372028-00	VAULT TRUST	BB42243/3C4NJDCBXM7546837/2021/JEEP/COMPASS	585.25	-341.18	-341.18
372028	500 WOODWARD AVE	LINK # 2023-MV-0046689	-341.18	0.00	-341.18
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6158434-Y	585.25	0.00	0.00

2023-03-0372037-00	VAULT TRUST	BB78701/3C4NJDCBXM7562388/2021/JEEP/COMPASS	585.25	-341.18	-341.18
372037	500 WOODWARD AVE	LINK # 2023-MV-0046690	-341.18	0.00	-341.18
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6180923-Y	585.25	0.00	0.00

2023-03-0372055-00	VAULT TRUST	BC55304/ZASPAKEN3MTD12754/2021/ALFA/STELVIO	689.78	-287.63	-287.63
372055	500 WOODWARD AVE	LINK # 2023-MV-0046691	-287.63	0.00	-287.63
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6262875-Y	689.78	0.00	0.00

2023-03-0372056-00	VAULT TRUST	BC57408/3C4NJDCB1MT531109/2021/JEEP/COMPASS	585.25	-146.29	-146.29
372056	500 WOODWARD AVE	LINK # 2023-MV-0046691	-146.29	0.00	-146.29
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6289611-Y	585.25	0.00	0.00

2023-03-0372068-00	VAULT TRUST	BC71658/ZARFANANM7642884/2021/ALFA/GIULIA S	699.19	-116.76	-116.76
372068	500 WOODWARD AVE	LINK # 2023-MV-0046693	-116.76	0.00	-116.76
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6338786-Y	699.19	0.00	0.00

2023-03-0372099-00	VAULT TRUST	BE81935/ZASPAKEN0MTD34177/2022/ALFA/STELVIO	774.82	-645.43	-645.43
372099	500 WOODWARD AVE	LINK # 2023-MV-0046696	-645.43	0.00	-645.43
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6648124-Y	774.82	0.00	0.00

2023-03-0372159-00	VAULT TRUST	BJ56970/ZARFANANM7635009/2020/ALFA/GIULIA	672.57	-336.28	-336.28
372159	500 WOODWARD AVE	LINK # 2023-MV-0046702	-336.28	0.00	-336.28
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6856921-Y	672.57	0.00	0.00

2023-03-0372170-00	VAULT TRUST	BK11272/3C4NJDCB3PT503554/2023/JEEP/COMPASS	733.92	-672.99	-672.99
372170	500 WOODWARD AVE	LINK # 2023-MV-0046703	-672.99	0.00	-672.99
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-7006371-Y	733.92	0.00	0.00

# OF Acct (s) : 14	9,130.33	-4,861.41	-4,861.41
	-4,861.41	0.00	-4,861.41
	9,130.33	0.00	0.00

2022-03-0370827-00	VAULT TRUST	AT79391/1C4PJMDX8KD376273/2019/JEEP/CHEROKEE	588.62	-441.46	-441.46	
370827	500 WOODWARD AVE		-441.46	0.00	-441.46	
M103	DETROIT MI 48226	Bank - M103/DMV CIVLS: 115263-5470557-0N	588.62	0.00	0.00	
2023-03-0371928-00	VAULT TRUST	243NRN/1C4HJXEN7MW822214/2021/JEEP/WRANGLER	957.25	-159.87	-159.87	
371928	500 WOODWARD AVE	LINK # 2023-MV-0046679	-159.87	0.00	-159.87	
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6439712-Y	957.25	0.00	0.00	
2023-03-0371976-00	VAULT TRUST	AW70344/3C4NJDCB8MT546836/2021/JEEP/COMPASS	585.25	-292.62	-292.62	
371976	500 WOODWARD AVE	LINK # 2023-MV-0046683	-292.62	0.00	-292.62	
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6082139-Y	585.25	0.00	0.00	
2023-03-0372000-00	VAULT TRUST	AZ08743/ZACNJBBS3LP197745/2020/JEEP/RENEGADE	476.51	-436.97	-436.97	
372000	500 WOODWARD AVE	LINK # 2023-MV-0046686	-436.97	0.00	-436.97	
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6002643-Y	476.51	0.00	0.00	
2023-03-0372003-00	VAULT TRUST	AZ97802/ZASPAKBN5LC90822/2020/ALFA/STELVIO	645.30	-430.41	-430.41	
372003	500 WOODWARD AVE	LINK # 2023-MV-0046686	-430.41	0.00	-430.41	
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6028611-Y	645.30	0.00	0.00	
2023-03-0372007-00	VAULT TRUST	BA81551/ZASPAKBN9LC92685/2020/ALFA/STELVIO	645.30	-161.32	-161.32	
372007	500 WOODWARD AVE	LINK # 2023-MV-0046687	-161.32	0.00	-161.32	
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6089956-Y	645.30	0.00	0.00	
2023-03-0372009-00	VAULT TRUST	BA81572/ZASPAKAN3M7D04767/2021/ALFA/STELVIO	653.42	-380.95	-380.95	
372009	500 WOODWARD AVE	LINK # 2023-MV-0046687	-380.95	0.00	-380.95	
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6180528-Y	653.42	0.00	0.00	
2023-03-0372011-00	VAULT TRUST	BA81578/ZARFANANOM7642199/2021/ALFA/GIULIA S	699.19	-291.56	-291.56	
372011	500 WOODWARD AVE	LINK # 2023-MV-0046687	-291.56	0.00	-291.56	
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6232901-Y	699.19	0.00	0.00	
2023-03-0372034-00	VAULT TRUST	BB42382/1C4HJXEN3MM670075/2021/JEEP/WRANGLER	957.25	-159.87	-159.87	
372034	500 WOODWARD AVE	LINK # 2023-MV-0046689	-159.87	0.00	-159.87	
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6214114-Y	957.25	0.00	0.00	
2023-03-0372039-00	VAULT TRUST	BB82699/1C4HJXDN6MW710599/2021/JEEP/WRANGLER	861.81	-71.54	-71.54	
372039	500 WOODWARD AVE	LINK # 2023-MV-0046690	-71.54	0.00	-71.54	
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6217781-Y	861.81	0.00	0.00	
# OF Acct (s) : 10			7,069.90	-2,826.57	-2,826.57	
			-2,826.57	0.00	-2,826.57	
			7,069.90	0.00	0.00	

OCT 28 2024

Inquiry Report

NORWALK TAX COLLECTOR

Interest Date : 10/21/2024

Page : 1

Balance

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/Blnt Due

Due Now
Discount

2023-03-0371933-00
371933
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

628WA/1C4HUXDG7MW512583/2021/JEEP/WRANGLER
LINK # 2023-MV-0046679
Bank - M069/DMV CIVLS: 115263-6086979-Y

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0.00

-345.44
0.00

2023-03-0371944-00
371944
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

ANGTILA/1C4HUXENOMW625014/2021/JEEP/WRANGLER
LINK # 2023-MV-0046680
Bank - M069/DMV CIVLS: 115263-6122051-Y

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957.25

-399.17
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0.00

-399.17
0.00

2023-03-0371952-00
371952
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

AS31694/1C4RJBGM8127897/2021/JEEP/GRAND CH
LINK # 2023-MV-0046681
Bank - M069/DMV CIVLS: 115263-6377316-Y

907.91
-151.62
907.91

-151.62
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0.00

-151.62
0.00

2023-03-0371962-00
371962
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

AU72902/1C4HUXDG7KW577361/2019/JEEP/WRANGLER
LINK # 2023-MV-0046682
Bank - M069/DMV CIVLS: 115263-5580271-Y

760.54
-253.26
760.54

-253.26
0.00
0.00

-253.26
0.00

2023-03-0371963-00
371963
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

AU72908/1C4HUXDG7KW628363/2019/JEEP/WRANGLER
LINK # 2023-MV-0046682
Bank - M069/DMV CIVLS: 115263-5582059-Y

760.54
-633.52
760.54

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0.00

-633.52
0.00

2023-03-0371964-00
371964
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

AU72968/1C4HUXEN6KW691273/2019/JEEP/WRANGLER
LINK # 2023-MV-0046682
Bank - M069/DMV CIVLS: 115263-5611561-Y

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-880.96
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-880.96
0.00
0.00

-880.96
0.00

2023-03-0371973-00
371973
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

AW17349/1C4HUXDG6LW180196/2020/JEEP/WRANGLER
LINK # 2023-MV-0046683
Bank - M069/DMV CIVLS: 115263-5671407-Y

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814.75

-339.76
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0.00

-339.76
0.00

2023-03-0371977-00
371977
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

AW76648/1C4HUXEN3LW240562/2020/JEEP/WRANGLER
LINK # 2023-MV-0046684
Bank - M069/DMV CIVLS: 115263-5866000-Y

932.25
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-310.45
0.00
0.00

-310.45
0.00

2023-03-0371978-00
371978
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

AW84982/1C6RR7FG8KS589730/2019/RAM/1500 C1A
LINK # 2023-MV-0046684
Bank - M069/DMV CIVLS: 115263-5684836-Y

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0.00

-363.75
0.00

2023-03-0371980-00
371980
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

AX56528/1C4HUXDN4LW155831/2020/JEEP/WRANGLER
LINK # 2023-MV-0046684
Bank - M069/DMV CIVLS: 115263-5807339-Y

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0.00

-277.14
0.00

2023-03-0371981-00
371981
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

AX56535/1C4HUXDN4LW288265/2020/JEEP/WRANGLER
LINK # 2023-MV-0046684
Bank - M069/DMV CIVLS: 115263-5810781-Y

832.27
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0.00

-416.13
0.00

2023-03-0371982-00
371982
M069

VAULT TRUST
500 WOODWARD AVE
DETROIT MI 48226

AX56629/1C4HUXDN1LW288269/2020/JEEP/WRANGLER
LINK # 2023-MV-0046684
Bank - M069/DMV CIVLS: 115263-5842326-Y

832.27
-208.06
832.27

-208.06
0.00
0.00

-208.06
0.00

2023-03-0371983-00
371983

VAULT TRUST
500 WOODWARD AVE

AX56672/1C4RJDJ6L1C131414/2020/DODGE/DURANGO
LINK # 2023-MV-0046684

728.40
-303.73
-303.73

-303.73
0.00

-303.73
-303.73

M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-5853169-Y	728.40	0.00	0.00
2023-03-0371985-00	VAULT TRUST	AX62460/1C4HUXEM4LM219517/2020/JEEP/WRANGLER			
371985	500 WOODWARD AVE	LINK # 2023-MV-0046684	986.13	-904.27	-904.27
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-5802991-Y	-904.27	0.00	-904.27
2023-03-0371986-00	VAULT TRUST	AX89652/2C3CDZKXKH541690/2019/DODGE/CHALLENG	986.13	0.00	0.00
371986	500 WOODWARD AVE	LINK # 2023-MV-0046684	643.03	-482.26	-482.26
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-5798681-Y	-482.26	0.00	-482.26
2023-03-0371988-00	VAULT TRUST	AY27133/1C4HUXDN2IMW59122/2020/JEEP/WRANGLER	643.03	-482.26	-482.26
371988	500 WOODWARD AVE	LINK # 2023-MV-0046685	832.27	-277.14	-277.14
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-5859312-Y	-277.14	0.00	-277.14
2023-03-0371991-00	VAULT TRUST	AY36618/3C4NJDDB6LT228875/2020/JEEP/COMPASS	832.27	0.00	0.00
371991	500 WOODWARD AVE	LINK # 2023-MV-0046685	512.54	-298.82	-298.82
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-5859554-Y	-298.82	0.00	-298.82
2023-03-0371992-00	VAULT TRUST	AY36630/3C4NJDDB6LT132769/2020/JEEP/COMPASS	512.54	-341.87	-341.87
371992	500 WOODWARD AVE	LINK # 2023-MV-0046685	-341.87	0.00	-341.87
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-5867155-Y	512.54	0.00	0.00
2023-03-0371998-00	VAULT TRUST	AY64358/3C4NJDDB6LT216563/2020/JEEP/COMPASS	512.54	-341.87	-341.87
371998	500 WOODWARD AVE	LINK # 2023-MV-0046686	-341.87	0.00	-341.87
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-5913592-Y	512.54	0.00	0.00
2023-03-0372002-00	VAULT TRUST	AZ19865/1C4HUXDN5MW505839/2021/JEEP/WRANGLER			
372002	500 WOODWARD AVE	LINK # 2023-MV-0046686	861.81	-646.34	-646.34
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-5994133-Y	-646.34	0.00	-646.34
2023-03-0372005-00	VAULT TRUST	BA14814/3C4NJDDB6MT521014/2021/JEEP/COMPASS	861.81	0.00	0.00
372005	500 WOODWARD AVE	LINK # 2023-MV-0046686	539.16	-494.40	-494.40
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6023627-Y	-494.40	0.00	-494.40
2023-03-0372006-00	VAULT TRUST	BA60067/1C4HUXDN0MW505845/2021/JEEP/WRANGLER	539.16	0.00	0.00
372006	500 WOODWARD AVE	LINK # 2023-MV-0046686	861.81	-143.92	-143.92
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6093293-Y	-143.92	0.00	-143.92
2023-03-0372013-00	VAULT TRUST	BA92882/1C6SREFJ5MN589802/2021/RAM/1500 IAR	861.81	0.00	0.00
372013	500 WOODWARD AVE	LINK # 2023-MV-0046687	1,090.66	-182.14	-182.14
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6068131-Y	-182.14	0.00	-182.14
2023-03-0372015-00	VAULT TRUST	BA92994/1C4HUXDN6MW559343/2021/JEEP/WRANGLER	1,090.66	0.00	0.00
372015	500 WOODWARD AVE	LINK # 2023-MV-0046687	957.25	-399.17	-399.17
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6126367-Y	-399.17	0.00	-399.17
2023-03-0372019-00	VAULT TRUST	BB07009/1FMCU9G66LUC63831/2020/FORD/ESCAPE S	957.25	0.00	0.00
372019	500 WOODWARD AVE	LINK # 2023-MV-0046688	479.43	-239.71	-239.71
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6129142-Y	-239.71	0.00	-239.71
2023-03-0372020-00	VAULT TRUST	BB10552/1C4HUXDN9MW621576/2021/JEEP/WRANGLER	479.43	-239.71	-239.71
372020	500 WOODWARD AVE	LINK # 2023-MV-0046688	861.81	-359.36	-359.36
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6106517-Y	-359.36	0.00	-359.36
2023-03-0372021-00	VAULT TRUST	BB10625/3C4NJDDB6MT530376/2021/JEEP/COMPASS	861.81	-314.34	-314.34
372021	500 WOODWARD AVE	LINK # 2023-MV-0046688	539.16	-314.34	-314.34
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6148731-Y	539.16	0.00	0.00
2023-03-0372025-00	VAULT TRUST	BB42102/1C4HUXDN5MW659189/2021/JEEP/WRANGLER			
372025	500 WOODWARD AVE	LINK # 2023-MV-0046688	861.81	-215.43	-215.43
			-215.43	0.00	-215.43

M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6141308-Y	861.81	0.00	0.00
2023-03-0372032-00	VAULT TRUST	BB42330/2C4RC1S73MR540808/2021/CHRYSLER/PACIFICA	830.98	-346.51	-346.51
372032	500 WOODWARD AVE	LINK # 2023-MV-0046689	-346.51	0.00	-346.51
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6192969-Y	830.98	0.00	0.00
2023-03-0372033-00	VAULT TRUST	BB42334/1C4HJXEN7MW683556/2021/JEEP/WRANGLER	957.25	-877.79	-877.79
372033	500 WOODWARD AVE	LINK # 2023-MV-0046689	-877.79	0.00	-877.79
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6191948-Y	957.25	0.00	0.00
2023-03-0372046-00	VAULT TRUST	BC17616/3C4NJD86MT551924/2021/JEEP/COMPASS	539.16	-269.58	-269.58
372046	500 WOODWARD AVE	LINK # 2023-MV-0046690	-269.58	0.00	-269.58
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6225525-Y	539.16	0.00	0.00
2023-03-0372050-00	VAULT TRUST	BC30847/1C4RJE8XMC708844/2021/JEEP/GRAND CH	749.83	-312.69	-312.69
372050	500 WOODWARD AVE	LINK # 2023-MV-0046691	-312.69	0.00	-312.69
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6280697-Y	749.83	0.00	0.00
2023-03-0372054-00	VAULT TRUST	BC53441/3C4NJD86MT530680/2021/JEEP/COMPASS	539.16	-269.58	-269.58
372054	500 WOODWARD AVE	LINK # 2023-MV-0046691	-269.58	0.00	-269.58
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6284298-Y	539.16	0.00	0.00
2023-03-0372106-00	VAULT TRUST	BF02543/1GY54BKL6MR373717/2021/CADILLAC/ESCALADE	1,864.50	-466.12	-466.12
372106	500 WOODWARD AVE	LINK # 2023-MV-0046696	-466.12	0.00	-466.12
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6479678-Y	1,864.50	0.00	0.00
2023-03-0372191-00	VAULT TRUST	BM38126/1C6SRFB79MN570491/2021/RAM/1500 BIG	882.26	-734.92	-734.92
372191	500 WOODWARD AVE	LINK # 2023-MV-0046705	-734.92	0.00	-734.92
M069	DETROIT MI 48226	Bank - M069/DMV CIVLS: 115263-6044633-Y	882.26	0.00	0.00
# Of Acct (s) : 35			28,028.21	-13,801.22	-13,801.22
			-13,801.22	0.00	-13,801.22
			28,028.21	0.00	0.00

Inquiry Report NORWALK TAX COLLECTOR Interest Date : 09/16/2024
Bill# Name Prop Loc/Veh. Info./Plan-Sew
Unique_id Address MBL/Link #
Dist City/State/Zip Flags

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

2022-03-0372456-00	372456	M106	VW CREDIT LEASING LTD 1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	723SBE/WA1BNAFY4L2058368/2020/AUDI/Q5 PREMI	856.28	-357.08	-357.08	0.00	-357.08
2022-03-0372519-00	372519	M106	VW CREDIT LEASING LTD 1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	AX23318/WA1BNAFY1L2027417/2020/AUDI/Q5 PREMI	856.28	-571.14	-571.14	0.00	-571.14
2022-03-0372521-00	372521	M106	VW CREDIT LEASING LTD 1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	AX24252/1V2MR2CA9KC546982/2019/VOLKS/ATLAS V6	856.28	-571.14	-571.14	0.00	-571.14
2022-03-0372527-00	372527	M106	VW CREDIT LEASING LTD 1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	BS52692/WA1EFCF30M1037666/2021/AUDI/Q3 PREMI	756.59	-315.49	-315.49	0.00	-315.49
2022-03-0372556-00	372556	M106	VW CREDIT LEASING LTD 1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	AX62745/WA1ANAFY0L2035908/2020/AUDI/Q5 PREMI	756.59	-315.49	-315.49	0.00	-315.49
2022-03-0372557-00	372557	M106	VW CREDIT LEASING LTD 1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	AJ61570/WA1LHAF7XKD045727/2019/AUDI/Q7 PREMI	903.19	-74.98	-74.98	0.00	-74.98
2022-03-0372564-00	372564	M106	VW CREDIT LEASING LTD 1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	AU71318/1V2UR2CA8KC526660/2019/VOLKS/ATLAS SE	903.19	-74.98	-74.98	0.00	-74.98
2022-03-0372571-00	372571	M106	VW CREDIT LEASING LTD 1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	AK23517/3VWCB7BUXIM043128/2020/VOLKS/JETTA S	784.31	-457.25	-457.25	0.00	-457.25
2022-03-0372582-00	372582	M106	VW CREDIT LEASING LTD 1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	AV53242/3VWC57BUXKM212991/2019/VOLKS/JETTA S	784.31	-457.25	-457.25	0.00	-457.25
2022-03-0372592-00	372592	M106	VW CREDIT LEASING LTD 1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	AW68944/1VWMA7A36LC002495/2020/VOLKS/PASSAT S	877.60	-438.78	-438.78	0.00	-438.78
2022-03-0372613-00	372613	M106	VW CREDIT LEASING LTD 1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	AW14390/WA1BNAFY2K2144759/2019/AUDI/Q5 PREMI	877.60	-438.78	-438.78	0.00	-438.78
2022-03-0372618-00	372618	M106	VW CREDIT LEASING LTD 1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	AK90744/WA1BNAFY6L2059876/2020/AUDI/Q5 PREMI	697.94	-57.92	-57.92	0.00	-57.92
2022-03-0372620-00			VW CREDIT LEASING LTD	AZ96691/WA1ENAFY2L2093987/2020/AUDI/Q5 PROGR	697.94	-57.92	-57.92	0.00	-57.92

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372620 M106	1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	Bank - M106/DMV CIVLS: 139869-5994492-0N	-72.45	0.00	-72.45
2022-03-0372641-00	VW CREDIT LEASING LTD	AK91404/WAUBEGFFOLA015494/2020/AUDI/A3 PREMI	696.87	-232.07	-232.07
372641 M106	1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	Bank - M106/DMV CIVLS: 139869-5921836-0N	-232.07	0.00	-232.07
2022-03-0372647-00	VW CREDIT LEASING LTD	AT49670/3VV2B7AX5KX054953/2019/VOLKS/PIGUAN S	696.87	0.00	0.00
372647 M106	1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	Bank - M106/DMV CIVLS: 139869-5921836-0N	545.97	-364.17	-364.17
2022-03-0372654-00	VW CREDIT LEASING LTD	AD55729/WA1BNAFYRK2032233/2019/AUDI/Q5 PREMI	-364.17	0.00	-364.17
372654 M106	1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	Bank - M106/DMV CIVLS: 139869-5608795-0N	545.97	0.00	0.00
2022-03-0372689-00	VW CREDIT LEASING LTD	BB66982/3VWC57BU2MM003599/2021/VOLKS/JETTA S	782.70	-522.05	-522.05
372689 M106	1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	Bank - M106/DMV CIVLS: 139869-6205331-0N	-522.05	0.00	-522.05
2022-03-0372690-00	VW CREDIT LEASING LTD	AY89455/WUAWCFF5MA901164/2021/AUDI/RS5	782.70	-522.05	-522.05
372690 M106	1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	Bank - M106/DMV CIVLS: 139869-6199561-0N	512.39	-213.66	-213.66
2022-03-0372711-00	VW CREDIT LEASING LTD	AV53565/1V2UR2CA0KC514423/2019/VOLKS/ATLAS SE	512.39	-213.66	-213.66
372711 M106	1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	Bank - M106/DMV CIVLS: 139869-5368969-0N	-213.66	0.00	-213.66
2022-03-0372713-00	VW CREDIT LEASING LTD	1560YP/WA1BNAFYRK2081240/2019/AUDI/Q5 PREMI	512.39	0.00	0.00
372713 M106	1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	Bank - M106/DMV CIVLS: 139869-5640439-0N	1,763.73	-587.31	-587.31
2022-03-0372723-00	VW CREDIT LEASING LTD	AC86649/WA1BNAFYRK2051904/2020/AUDI/Q5 PREMI	1,763.73	0.00	0.00
372723 M106	1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	Bank - M106/DMV CIVLS: 139869-5720282-0N	697.94	-116.57	-116.57
2022-03-037273-00	VW CREDIT LEASING LTD	AX34049/WA1BDCF3XJ1015118/2020/AUDI/Q3 PREMI	-116.57	0.00	-116.57
372773 M106	1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	Bank - M106/DMV CIVLS: 139869-5772657-0N	697.94	0.00	0.00
2022-03-0372778-00	VW CREDIT LEASING LTD	AV08398/WA1BNAFYRK2079201/2019/AUDI/Q5 PREMI	782.70	-195.66	-195.66
372778 M106	1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	Bank - M106/DMV CIVLS: 139869-5518747-0N	782.70	0.00	0.00
2022-03-0372788-00	VW CREDIT LEASING LTD	117YXB/3VWC57BU9KM219494/2019/VOLKS/JETTA S	-260.65	-260.65	-260.65
372788 M106	1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	Bank - M106/DMV CIVLS: 139869-5760602-0N	782.70	0.00	0.00
2022-03-0372832-00	VW CREDIT LEASING LTD	AW12343/WAUCFCF57KA055387/2019/AUDI/A5	422.82	-105.69	-105.69
372832 M106	1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	Bank - M106/DMV CIVLS: 139869-5659748-0N	-105.69	0.00	-105.69
2022-03-0372871-00	VW CREDIT LEASING LTD	AN50288/WA1JCCF58JR024916/2018/AUDI/Q3 PREMI	422.82	0.00	0.00
372871 M106	1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	Bank - M106/DMV CIVLS: 139869-4936454-0N	807.77	-201.93	-201.93
2022-03-0372875-00	VW CREDIT LEASING LTD	AE20194/VWVTR7AN8ME002660/2021/VOLKS/ARTEON S	-201.93	0.00	-201.93
372875 M106	1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	Bank - M106/DMV CIVLS: 139869-6085954-0N	625.94	-261.01	-261.01
			-261.01	0.00	-261.01
			940.00	-313.02	-313.02
			-313.02	0.00	-313.02
			940.00	0.00	0.00

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2022-04-0413770-00	VW CREDIT LEASING LTD	BG78462/WVGTPMR26NP074957/2022/VOLKS/ID.4 PRO	643.80	-322.40	-322.40
413770	1401 FRANKLIN BLVD	LINK # 2022-MS-0011047	-322.40	0.00	-322.40
S824	LIBERTYVILLE IL 60048-4460	Bank - S824/DMV CIVLS: 139869-6951055-Y	643.80	0.00	0.00
2023-03-0373583-00	VW CREDIT LEASING LTD	273XER/3VWC57BU5MM043059/2021/VOLKS/JETTA S	473.92	-197.62	-197.62
373583	1401 FRANKLIN BLVD	LINK # 2023-MV-0046727	-197.62	0.00	-197.62
M094	LIBERTYVILLE IL 60048-4460	Bank - M094/DMV CIVLS: 139869-6240566-Y	473.92	0.00	0.00
2023-03-0373583-00	VW CREDIT LEASING LTD	6ANVH0/WALEVAF12MD006064/2021/AUDI/Q8 PREMT	1,301.00	-1,301.00	-1,301.00
373583	1401 FRANKLIN BLVD	LINK # 2023-MV-0046729	-1,301.00	0.00	-1,301.00
M094	LIBERTYVILLE IL 60048-4460	Bank - M094/DMV CIVLS: 139869-6061728-Y	1,301.00	0.00	0.00
2023-03-0373621-00	VW CREDIT LEASING LTD	AJ61570/WA1LHAF7XKD045727/2019/AUDI/Q7 PREMT	685.56	-685.56	-685.56
373621	1401 FRANKLIN BLVD	LINK # 2023-MV-0046733	-685.56	0.00	-685.56
M094	LIBERTYVILLE IL 60048-4460	Bank - M094/DMV CIVLS: 139869-5790263-Y	685.56	0.00	0.00
2023-03-0373684-00	VW CREDIT LEASING LTD	AW14390/WA1BNAFYK2144759/2019/AUDI/Q5 PREMT	610.25	-610.25	-610.25
373684	1401 FRANKLIN BLVD	LINK # 2023-MV-0046739	-610.25	0.00	-610.25
M094	LIBERTYVILLE IL 60048-4460	Bank - M094/DMV CIVLS: 139869-5650436-Y	610.25	0.00	0.00
2023-03-0373707-00	VW CREDIT LEASING LTD	AY68192/3VVB27AXJ1M149743/2020/VOLKS/TIGUAN S	533.97	-489.66	-489.66
373707	1401 FRANKLIN BLVD	LINK # 2023-MV-0046741	-489.66	0.00	-489.66
M094	LIBERTYVILLE IL 60048-4460	Bank - M094/DMV CIVLS: 139869-5927404-Y	533.97	0.00	0.00
2023-03-0373714-00	VW CREDIT LEASING LTD	A269148/WAUBNAF47LA049473/2020/AUDI/A4 PREMT	657.96	-274.38	-274.38
373714	1401 FRANKLIN BLVD	LINK # 2023-MV-0046742	-274.38	0.00	-274.38
M094	LIBERTYVILLE IL 60048-4460	Bank - M094/DMV CIVLS: 139869-6014265-Y	657.96	0.00	0.00
# Of Acct (s) : 34			25,610.81	-10,789.19	-10,789.19
			-10,789.19	0.00	-10,789.19
			25,610.81	0.00	0.00

SEP 16 2024

AGENDA

CLAIMS COMMITTEE MEETING

JAN 9TH 2025

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:	BILL No & AMOUNT REFUNDED	REASON
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MOTOR VEHICLE

CCAP AUTO LEASE	23-MV-SEE ATTACHED \$2,460.13	PRORATION
CHRISTAKOS ELIAS	23-MV-312808 \$45.74	PRORATION
HWANG YOUNG E	21-23-MV-SEE ATTCHED \$758.31	ABATEMENT
NISSAN INFINITI LLC	22-MV-409514 \$773.86	PRORTN/ABMT
	23-MV-350393 \$859.54	PRORTN/ABMT
	23-MV-350444 \$242.90	PRORTN/ABMT
PRESTON LAMAR A	21-MV-353846 \$95.22 INT	ABATEMENT
	22-MV-355355 \$252.21+\$60.53 INT	ABATEMENT
	23-MV-356172 \$210.34+\$9.47 INT	ABATEMENT
SALINAS-DELGADO JOSE LUIS	22-MV-360301 \$122.14	PRORATION
SCHMIDT ROBERT M	22-MV-411730 \$623.02	ABATEMENT
	22-MV-361519 \$362.04	ABATEMENT
VAULT TRUST	23-MV-371945 \$57.26	PRORATION
	23-MV-371979 \$69.07	PRORATION
	23-MV-372069 \$57.26	PRORATION
VAULT TRUST	22-MV-SEE ATTACHED \$2,354.29	PRORATION

REAL ESTATE

CORELOGIC		
LEDGEBROOK DR #22GL1		
5-64-200-22GL1	23-RE-113411 \$116.74	PAID IN ERROR

HARPER CAPITAL PARTNERS LLC

1 BATES CT

2-53-5-0

23-RE-117853 \$4,711.44 INT

WEBSITE ERROR

SPECIAL REQUEST

MAGNER FUNERAL HOME INC

14 MOTT AVENUE

1-35-8-0

21-RE-116400 \$3,357.48

22-RE-116321 \$9,915.00

SEWER ADJUSTMENT

TOYOTA LEASE TRUST

21-23-MV-SEE ATTACHED \$29,262.15

PRORTN/ABMT

TOYOTA LEASE TRUST

22/23-MV-SEE ATTACHED \$10,497.77

PRORTN/ABMT

Inquiry Report	NORWALK TAX COLLECTOR	Interest Date : 10/30/2024	Page : 1
Bill #	Name	Prop Loc/Veh. Info./Plan-Sew	TOT Inst
Unique_id	Address	MBL/LINK #	TOT Adj
Dist	City/State/Zip	Flags	TOT Paid
			L/F/Bint Due
			Tax Due
			Int Due
			Balance
			Due Now
			Discount

2023-03-0311357-00	CCAP AUTO LEASE LTD	AY36671/1C4RJTBG5LC374589/2020/JEEP/GRAND CH	693.02	-462.23	-462.23
311357	1601 ELM ST	LINK # 2023-WV-0046121	-462.23	0.00	-462.23
M006	DALLAS TX 75201	Back Taxes/Bank - M006/DNV CIVLS: 140270-5897631-Y	693.02	0.00	0.00

2023-03-0311399-00	CCAP AUTO LEASE LTD	BA56867/1C4RJTBG5LC374589/2021/JEEP/GRAND CH	699.84	-291.85	-291.85
311399	1601 ELM ST	LINK # 2023-WV-0046125	-291.85	0.00	-291.85
M006	DALLAS TX 75201	Back Taxes/Bank - M006/DNV CIVLS: 140270-6094872-Y	699.84	0.00	0.00

# Of Acct (s) : 2	1,392.86	-754.08	-754.08
	-754.08	0.00	-754.08
	1,392.86	0.00	0.00

OCT 30 2024

Inquiry Report	NORMALK TAX COLLECTOR	Interest Date : 11/04/2024	Page : 1
Bill#	Name	Prop Loc/Veh.Info./Plan-Sew	Tax Due
Unique_id	Address	MBL/LINK #	Int Due
Dist	City/State/Zip	Flags	Due Now

2023-03-0311358-00	CCAP AUTO LEASE LTD	AY46007/1C4RJFA66LC253958/2020/JEEP/GRAND CH	613.49	-102.44	-102.44
311358	1601 ELM ST	LINK # 2023-MV-0046121	-102.44	0.00	-102.44
M006	DALLAS TX 75201	Back Taxes/Bank - M006/DMV CIVLS: 140270-5864661-Y	613.49	0.00	0.00
2023-03-0311442-00	CCAP AUTO LEASE LTD	BB88283/1C6SRFTJ3MN738420/2021/RAM/1500 IAR	1,090.66	-363.20	-363.20
311442	1601 ELM ST	LINK # 2023-MV-0046129	-363.20	0.00	-363.20
M006	DALLAS TX 75201	Back Taxes/Bank - M006/DMV CIVLS: 140270-6289150-Y	1,090.66	0.00	0.00

# Of Acct (s) : 2	1,704.15	-465.64	-465.64
	-465.64	0.00	-465.64
	1,704.15	0.00	0.00

NOV 04 2024

Inquiry Report	NORWALK TAX COLLECTOR	Interest Date : 10/02/2024	Page : 1
Bill#	Name	Prop Loc/Veh. Info./Plan-Sew	TOT Inst
Unique_id	Address	MBL/LINK #	TOT Adj
Dist	City/State/Zip	Flags	TOT Paid
			L/F/Bint Due
			Tax Due
			Int Due
			Balance Due Now
			Discount

2023-03-0311378-00	CCAP AUTO LEASE LTD	AZ19876/1C4PMDN2MD102570/2021/JEEP/CHEROKEE	639.79	-639.79	-639.79
311378	1601 ELM ST	LINK # 2023-MV-0046123	-639.79	0.00	-639.79
M006	DALLAS TX 75201	Back Taxes/Bank - M006/DMV CIVLS: 140270-6003658-Y	639.79	0.00	0.00

2023-03-0311415-00	CCAP AUTO LEASE LTD	BB34748/1C4RDJDGXMCS78426/2021/DODGE/DURANGO	758.27	-379.14	-379.14
311415	1601 ELM ST	LINK # 2023-MV-0046126	-379.14	0.00	-379.14
M006	DALLAS TX 75201	Back Taxes/Bank - M006/DMV CIVLS: 140270-6158345-Y	758.27	0.00	0.00

2023-03-0311548-00	CCAP AUTO LEASE LTD	BG44537/1C4PJMDX8MD211858/2021/JEEP/CHEROKEE	665.11	-221.48	-221.48
311548	1601 ELM ST	LINK # 2023-MV-0046140	-221.48	0.00	-221.48
M006	DALLAS TX 75201	Back Taxes/Bank - M006/DMV CIVLS: 140270-6679722-Y	665.11	0.00	0.00

# OF Acct (s) : 3	2,063.17	-1,240.41	-1,240.41
	-1,240.41	0.00	-1,240.41
	2,063.17	0.00	0.00

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Inquiry Report	NORWALK TAX COLLECTOR	Interest Date : 10/07/2024	Page : 1
Bill#	Name	Prop Loc/Veh. Info./Plan-Sew	Tax Due
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Dist	City/State/zip	Flags	Due Now
			Discount

2021-03-0331887-00	HWANG YOUNG EUN	AW65799/1N4A20CP9GC300301/2016/NISSA/LEAF	195.69	-195.69	-195.69
331887	131 MOUNT PLEASANT ST		-195.69	0.00	-195.69
1	NORWICH CT 06360-5539	/DMV CIVLS: 6550967-5868805-0N	195.69	0.00	0.00

2021-03-0331888-00	HWANG YOUNG EUN	AX09008/5FNPRL38756B013354/2006/HONDA/ODYSSEY	103.98	-103.98	-103.98
331888	131 MOUNT PLEASANT ST		-103.98	0.00	-103.98
1	NORWICH CT 06360-5539	/DMV CIVLS: 6550967-5888249-0N	103.98	0.00	0.00

2022-03-0332771-00	HWANG YOUNG EUN	AW65799/1N4A20CP9GC300301/2016/NISSA/LEAF	282.06	-282.06	-282.06
332771	131 MOUNT PLEASANT ST	LINK # 2022-MV-0037424	-282.06	0.00	-282.06
	NORWICH CT 63605-0539	/DMV CIVLS: 6550967-5868805-0N	282.06	0.00	0.00

2023-03-0333081-00	HWANG YOUNG E	AW65799/1N4A20CP9GC300301/2016/NISSA/LEAF	176.58	-176.58	-176.58
333081	131 MOUNT PLEASANT ST	LINK # 2023-MV-0019371	-176.58	0.00	-176.58
	NORWICH CT 06360-5539	/DMV CIVLS: 6550967-5868805-N	176.58	0.00	0.00

# OF Acct (s) : 4	758.31	-758.31	-758.31
	-758.31	0.00	-758.31
	758.31	0.00	0.00

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NORWALK TAX COLLECTOR

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2022-03-0370835-00	VAULT TRUST	BF46404/1C4P0MLB6KPD41885/2019/JEEP/CHEROKEE	523.58	-392.69	-392.69
370835	500 WOODWARD AVE	Bank - M103/DWV CIVLS: 115263-6511998-0N	-392.69	0.00	-392.69
M103	DETROIT MI 48226		523.58	0.00	0.00
2022-03-0370861-00	VAULT TRUST	AU72923/1C6SRMTOKN922920/2019/RAM/1500 BIG	810.42	-607.81	-607.81
370861	500 WOODWARD AVE	Bank - M103/DWV CIVLS: 115263-5590974-0N	-607.81	0.00	-607.81
M103	DETROIT MI 48226		810.42	0.00	0.00
2022-03-0370867-00	VAULT TRUST	AV98909/1C4RUTRG9K826091/2019/JEEP/GRAND CH	657.93	-657.93	-657.93
370867	500 WOODWARD AVE	Bank - M103/DWV CIVLS: 115263-5590540-0N	-657.93	0.00	-657.93
M103	DETROIT MI 48226		657.93	0.00	0.00
2022-03-0371018-00	VAULT TRUST	AU71522/1C4PJMDXXKD460742/2019/JEEP/CHEROKEE	588.62	-196.02	-196.02
371018	500 WOODWARD AVE	Bank - M103/DWV CIVLS: 115263-5476888-0N	-196.02	0.00	-196.02
M103	DETROIT MI 48226		588.62	0.00	0.00
2022-03-0371089-00	VAULT TRUST	VAGABON/1C4HUXENTLW216359/2020/JEEP/WRANGLER	999.71	-499.84	-499.84
371089	500 WOODWARD AVE	Bank - M103/DWV CIVLS: 115263-5794910-0N	-499.84	0.00	-499.84
M103	DETROIT MI 48226		999.71	0.00	0.00
# Of Acct (s) : 5			3,580.26	-2,354.29	-2,354.29
			-2,354.29	0.00	-2,354.29
			3,580.26	0.00	0.00

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369554 M087	3200 WEST RAY ROAD CHANDLER AZ 85226	LINK # 2023-NV-0046624 Back Taxes/Bank - M087/DNV CIVLS: 139809-6376623-Y	-181.77	0.00	-181.77
2023-03-0369574-00	TOYOTA LEASE TRUST	SE07388/UN3RF2AY2X0428635/2021/NAZDA/CX-5 GBA	675.49	-56.06	-56.06
369574 M087	3200 WEST RAY ROAD CHANDLER AZ 85226	LINK # 2023-NV-0046625 Back Taxes/Bank - M087/DNV CIVLS: 139809-6420507-Y	-56.06	0.00	-56.06
2023-03-0369638-00	TOYOTA LEASE TRUST	BF47672/UTUDABDZ4W2239070/2021/LEXUS/NX 300 B	675.49	0.00	0.00
369638 M087	3200 WEST RAY ROAD CHANDLER AZ 85226	LINK # 2023-NV-0046632 Back Taxes/Bank - M087/DNV CIVLS: 139809-6000781-Y	766.38	-702.76	-702.76
2023-03-0369684-00	TOYOTA LEASE TRUST	BG16252/UN3RF2EY2H0440857/2021/NAZDA/CX-5 SIG	766.38	0.00	0.00
369684 M087	3200 WEST RAY ROAD CHANDLER AZ 85226	LINK # 2023-NV-0046637 Back Taxes/Bank - M087/DNV CIVLS: 139809-6607124-Y	703.73	-58.39	-58.39
# Of Acct (s) : 14			703.73	0.00	0.00
			10,275.54	-4,732.56	-4,732.56
			-4,809.85	0.00	-4,732.56
			10,198.25	0.00	0.00

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2022-03-0367835-00	TOYOTA LEASE TRUST	AY67863/5TDGKREHLS034641/2020/TOYOT/HIGHLAND	802.44	-66.60	-66.60	0.00
367835	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-5894226-0N	-66.60	-66.60	-66.60	0.00
M096	CHANDLER AZ 85226		802.44	0.00	0.00	
2022-03-0367895-00	TOYOTA LEASE TRUST	AG65765/2T3MREW2KRD43972/2019/TOYOT/RAV4 LE	647.82	-594.05	-594.05	0.00
367895	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-559390-0N	-594.05	0.00	-594.05	0.00
M096	CHANDLER AZ 85226		647.82	0.00	0.00	
2022-03-0368050-00	TOYOTA LEASE TRUST	AT13737/2TUBAR32K2207346/2019/LEXUS/NX 300	716.58	-716.58	-716.58	0.00
368050	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-5346253-0N	-716.58	0.00	-716.58	0.00
M096	CHANDLER AZ 85226		716.58	0.00	0.00	
2022-03-0368106-00	TOYOTA LEASE TRUST	B226569/2M3KFBEM9M0341962/2021/MAZDA/CX-5 TOU	670.21	-55.63	-55.63	0.00
368106	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-6135257-0N	-55.63	0.00	-55.63	0.00
M096	CHANDLER AZ 85226		670.21	0.00	0.00	
2022-03-0368345-00	TOYOTA LEASE TRUST	BA49178/2M3KFBEM9M1313127/2021/MAZDA/CX-5 TOU	670.21	-55.63	-55.63	0.00
368345	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-6060449-0N	-55.63	0.00	-55.63	0.00
M096	CHANDLER AZ 85226		670.21	0.00	0.00	
2022-03-0368487-00	TOYOTA LEASE TRUST	AY80548/2TUDRD2912146298/2020/LEXUS/NX 300H	816.30	-816.30	-816.30	0.00
368487	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-5959717-0N	-816.30	0.00	-816.30	0.00
M096	CHANDLER AZ 85226		816.30	0.00	0.00	
2022-03-0368594-00	TOYOTA LEASE TRUST	AX89374/2M3KFBEM9M108466/2020/TOYOT/C-HR XLE	577.96	-144.48	-144.48	0.00
368594	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-5841396-0N	-144.48	0.00	-144.48	0.00
M096	CHANDLER AZ 85226		577.96	0.00	0.00	
2023-03-0369081-00	TOYOTA LEASE TRUST	917ZHB/2T3FLR3Y2MVL81408/2021/TOYOT/RAV4 LE	631.67	-263.41	-263.41	0.00
369081	3200 WEST RAY ROAD	LINK # 2023-NV-0046577	-263.41	0.00	-263.41	0.00
M087	CHANDLER AZ 85226	Back Taxes/Back - M087/DNV CIVLS: 139809-6130789-Y	631.67	0.00	0.00	
2023-03-0369131-00	TOYOTA LEASE TRUST	AG65765/2T3MREW2KRD43972/2019/TOYOT/RAV4 LE	582.98	-582.98	-582.98	0.00
369131	3200 WEST RAY ROAD	LINK # 2023-NV-0046582	-582.98	0.00	-582.98	0.00
M087	CHANDLER AZ 85226	Back Taxes/Back - M087/DNV CIVLS: 139809-559390-Y	582.98	0.00	0.00	
2023-03-0369303-00	TOYOTA LEASE TRUST	AX89374/2M3KFBEM9M108466/2020/TOYOT/C-HR XLE	539.16	-539.16	-539.16	0.00
369303	3200 WEST RAY ROAD	LINK # 2023-NV-0046559	-539.16	0.00	-539.16	0.00
M087	CHANDLER AZ 85226	Back Taxes/Back - M087/DNV CIVLS: 139809-5841396-Y	539.16	0.00	0.00	
2023-03-0369324-00	TOYOTA LEASE TRUST	AY80548/2TUDRD2912146298/2020/LEXUS/NX 300H	747.55	-747.55	-747.55	0.00
369324	3200 WEST RAY ROAD	LINK # 2023-NV-0046601	-747.55	0.00	-747.55	0.00
M087	CHANDLER AZ 85226	Back Taxes/Back - M087/DNV CIVLS: 139809-5959717-Y	747.55	0.00	0.00	
2023-03-0369372-00	TOYOTA LEASE TRUST	BA49178/2M3KFBEM9M1313127/2021/MAZDA/CX-5 TOU	591.42	-591.42	-591.42	0.00
369372	3200 WEST RAY ROAD	LINK # 2023-NV-0046606	-591.42	0.00	-591.42	0.00
M087	CHANDLER AZ 85226	Back Taxes/Back - M087/DNV CIVLS: 139809-6060449-Y	591.42	0.00	0.00	

2023-03-0369422-00 TOYOTA LEASE TRUST
369422 3200 WEST RAY ROAD
M087 CHANDLER AZ 85226

BB26569/JM3KTB/M9M0341962/2021/MAZDA/CX-5 TOU
LINK # 2023-MV-0046611
Back Taxes/Back - M087/DNV CIVILS: 133809-6135257-Y

591.42	0.00	0.00
591.42	-591.42	-591.42
-591.42	0.00	-591.42
591.42	0.00	0.00

OF Acct (s) : 13

8,585.72	-5,765.21	-5,765.21
-5,765.21	0.00	-5,765.21
8,585.72	0.00	0.00

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Unique_id	Address	MBL/LINK #	TOT Adj	Int Due	Due Now
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2021-01-0116400-00	MAGNER FUNERAL HOME INC	14 MOTT AVE	22,354.76	-3,357.48	-3,357.48
1-35-8-0	12 MOTT AVE	1-35-8-0	-9,532.00	0.00	-3,357.48
1	NORWALK CT 06850-3307		16,180.24	0.00	0.00

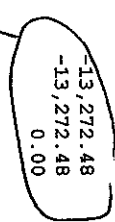
2022-01-0116321-00	MAGNER FUNERAL HOME INC	14 MOTT AVE	22,995.56	-9,915.00	-9,915.00
1-35-8-0	12 MOTT AVE	1 35 8 0	-9,915.00	0.00	-9,915.00
1	NORWALK CT 06850-3307		22,995.56	0.00	0.00

2023-01-0116338-00	MAGNER FUNERAL HOME INC	14 MOTT AVE	12,349.04	0.00	0.00
1-35-8-0	12 MOTT AVE	1 35 8 0	0.00	0.00	0.00
1	NORWALK CT 06850-3307		12,349.04	0.00	0.00

# OF Acct (s) : 3	57,699.36	-13,272.48	-13,272.48
	-19,447.00	0.00	-13,272.48
	51,524.84	0.00	0.00

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2022-03-0367820-00	TOYOTA LEASE TRUST	717HSO/5TDJRFH5KS619897/2019/TOYOT/HIGHLAND	765.64	-510.69	-510.69
367820	3200 WEST RAY ROAD	Bank - M096/DMV CIVLS: 139809-5734235-0N	-510.69	0.00	-510.69
M096	CHANDLER AZ 85226		765.64	0.00	0.00
2022-03-0367823-00	TOYOTA LEASE TRUST	AX73670/NMTKMBXOLR104680/2020/TOYOT/C-HR XLE	577.96	-144.48	-144.48
367823	3200 WEST RAY ROAD	Bank - M096/DMV CIVLS: 139809-5822008-0N	-144.48	0.00	-144.48
M096	CHANDLER AZ 85226		577.96	0.00	0.00
2022-03-0367829-00	TOYOTA LEASE TRUST	AY40856/JM3TCBDYX10418898/2020/MAZDA/CX-9 GRA	776.85	-194.20	-194.20
367829	3200 WEST RAY ROAD	Bank - M096/DMV CIVLS: 139809-5849657-0N	-194.20	0.00	-194.20
M096	CHANDLER AZ 85226		776.85	0.00	0.00
2022-03-0367830-00	TOYOTA LEASE TRUST	2AGMN1/JTHFZ1CL6LA012808/2020/LEXUS/GS 350 B	934.12	-311.07	-311.07
367830	3200 WEST RAY ROAD	Bank - M096/DMV CIVLS: 139809-5860519-0N	-311.07	0.00	-311.07
M096	CHANDLER AZ 85226		934.12	0.00	0.00
2022-03-0367832-00	TOYOTA LEASE TRUST	AL35774/JTMP1RFV1LD061597/2020/TOYOT/RAV4 XLE	716.07	-358.02	-358.02
367832	3200 WEST RAY ROAD	Bank - M096/DMV CIVLS: 139809-5866043-0N	-358.02	0.00	-358.02
M096	CHANDLER AZ 85226		716.07	0.00	0.00
2022-03-0367841-00	TOYOTA LEASE TRUST	AY9520/4T3EWRBFV6LU009314/2020/TOYOT/RAV4 XSE	869.07	-145.14	-145.14
367841	3200 WEST RAY ROAD	Bank - M096/DMV CIVLS: 139809-5956778-0N	-145.14	0.00	-145.14
M096	CHANDLER AZ 85226		869.07	0.00	0.00
2022-03-0367894-00	TOYOTA LEASE TRUST	528UDC/JTMG1RFV7KD031941/2019/TOYOT/RAV4 LE	616.90	-51.22	-51.22
367894	3200 WEST RAY ROAD	Bank - M096/DMV CIVLS: 139809-5531251-0N	-51.22	0.00	-51.22
M096	CHANDLER AZ 85226		616.90	0.00	0.00
2022-03-0367897-00	TOYOTA LEASE TRUST	AG80728/4T1B1HK2KU298480/2019/TOYOT/CAMRY L	513.98	-471.33	-471.33
367897	3200 WEST RAY ROAD	Bank - M096/DMV CIVLS: 139809-5601930-0N	-471.33	0.00	-471.33
M096	CHANDLER AZ 85226		513.98	0.00	0.00
2022-03-0367905-00	TOYOTA LEASE TRUST	231LDW/JTJDARD23L5005452/2020/LEXUS/NX	777.37	-194.35	-194.35
367905	3200 WEST RAY ROAD	Bank - M096/DMV CIVLS: 139809-5689461-0N	-194.35	0.00	-194.35
M096	CHANDLER AZ 85226		777.37	0.00	0.00
2022-03-0367908-00	TOYOTA LEASE TRUST	AA37774/JTHC81D24K5039329/2019/LEXUS/IS 300	755.52	-315.06	-315.06
367908	3200 WEST RAY ROAD	Bank - M096/DMV CIVLS: 139809-5637010-0N	-315.06	0.00	-315.06
M096	CHANDLER AZ 85226		755.52	0.00	0.00
2022-03-0367920-00	TOYOTA LEASE TRUST	AY66254/JM3KFBGM4L0724495/2020/MAZDA/CX-5 TOU	609.95	-152.49	-152.49
367920	3200 WEST RAY ROAD	Bank - M096/DMV CIVLS: 139809-5864100-0N	-152.49	0.00	-152.49
M096	CHANDLER AZ 85226		609.95	0.00	0.00
2022-03-0367924-00	TOYOTA LEASE TRUST	BB58729/5YFENAE6MP160656/2021/TOYOT/COROLLA	543.32	-90.73	-90.73
367924	3200 WEST RAY ROAD	Bank - M096/DMV CIVLS: 139809-6181486-0N	-90.73	0.00	-90.73
M096	CHANDLER AZ 85226		543.32	0.00	0.00
2022-03-0367950-00	TOYOTA LEASE TRUST	AW54154/2T3RWFV8LM064865/2020/TOYOT/RAV4 XLE	750.71	-500.73	-500.73
367950	3200 WEST RAY ROAD	Bank - M096/DMV CIVLS: 139809-5720275-0N	-500.73	0.00	-500.73
M096	CHANDLER AZ 85226		750.71	0.00	0.00

2022-03-0367952-00	TOYOTA LEASE TRUST	AJ30970/5TDCZRBH0LS509162/2020/TOYOT/HIGHLAND	696.32	-638.52	-638.52
367952	3200 WEST RAY ROAD		-638.52	0.00	-638.52
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5815972-0N	696.32	0.00	0.00
2022-03-0367980-00	TOYOTA LEASE TRUST	AK20121/NMTKHEX6KR096265/2019/TOYOT/C-HR XLE	534.24	-400.67	-400.67
367980	3200 WEST RAY ROAD		-400.67	0.00	-400.67
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5743106-0N	534.24	0.00	0.00
2022-03-0367993-00	TOYOTA LEASE TRUST	AS27033/UTJH7AX4K4290526/2019/LEXUS/LX 570	1,589.40	-1,192.05	-1,192.05
367993	3200 WEST RAY ROAD		-1,192.05	0.00	-1,192.05
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5223586-0N	1,589.40	0.00	0.00
2022-03-0368000-00	TOYOTA LEASE TRUST	BA98922/UTHA81F28M5044735/2021/LEXUS/IS 300	896.28	-224.06	-224.06
368000	3200 WEST RAY ROAD		-224.06	0.00	-224.06
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-6134472-0N	896.28	0.00	0.00
2022-03-0368011-00	TOYOTA LEASE TRUST	822ENY/58ABZ1B1XK0045392/2019/LEXUS/ES 350	803.51	-803.51	-803.51
368011	3200 WEST RAY ROAD		-803.51	0.00	-803.51
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5554909-0N	803.51	0.00	0.00
2022-03-0368038-00	TOYOTA LEASE TRUST	AZ01050/DM3KFBDM7L0836707/2020/MAZDA/CX-5 GRA	650.47	-53.99	-53.99
368038	3200 WEST RAY ROAD		-53.99	0.00	-53.99
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5923230-0N	650.47	0.00	0.00
2022-03-0368048-00	TOYOTA LEASE TRUST	BA62845/3TWCZ5ANOMM393365/2021/TOYOT/TRACOMA D	884.00	-441.98	-441.98
368048	3200 WEST RAY ROAD		-441.98	0.00	-441.98
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-6110974-0N	884.00	0.00	0.00
2022-03-0368055-00	TOYOTA LEASE TRUST	AC81036/NMTKHEX5KR075388/2019/TOYOT/C-HR XLE	534.24	-177.90	-177.90
368055	3200 WEST RAY ROAD		-177.90	0.00	-177.90
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5268090-0N	534.24	0.00	0.00
2022-03-0368060-00	TOYOTA LEASE TRUST	AF11823/5TDJZRRH3KS967147/2019/TOYOT/HIGHLAND	765.64	-702.09	-702.09
368060	3200 WEST RAY ROAD		-702.09	0.00	-702.09
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5416951-0N	765.64	0.00	0.00
2022-03-0368077-00	TOYOTA LEASE TRUST	562YDU/2T3RFRV8JW843052/2018/TOYOT/RAV4 ADV	559.31	-512.88	-512.88
368077	3200 WEST RAY ROAD		-512.88	0.00	-512.88
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5174405-0N	559.31	0.00	0.00
2022-03-0368098-00	TOYOTA LEASE TRUST	AH94822/58ADZ1B13LD078793/2020/LEXUS/ES 350	846.16	-70.23	-70.23
368098	3200 WEST RAY ROAD		-70.23	0.00	-70.23
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5939846-0N	846.16	0.00	0.00
2022-03-0368151-00	TOYOTA LEASE TRUST	AY20604/JM3KFBDM3L0805827/2020/MAZDA/CX-5 T0U	609.95	-203.12	-203.12
368151	3200 WEST RAY ROAD		-203.12	0.00	-203.12
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5828495-0N	609.95	0.00	0.00
2022-03-0368170-00	TOYOTA LEASE TRUST	BE33012/5TDGZRBH3MS109776/2021/TOYOT/HIGHLAND	865.35	-71.81	-71.81
368170	3200 WEST RAY ROAD		-71.81	0.00	-71.81
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-6443846-0N	865.35	0.00	0.00
2022-03-0368193-00	TOYOTA LEASE TRUST	4852/5TDJZRRH4KS610527/2019/TOYOT/HIGHLAND	765.64	-574.22	-574.22
368193	3200 WEST RAY ROAD		-574.22	0.00	-574.22
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5703039-0N	765.64	0.00	0.00
2022-03-0368205-00	TOYOTA LEASE TRUST	AM85720/4T3R6RFV3MU012710/2021/TOYOT/RAV4 XLE	814.69	-203.67	-203.67
368205	3200 WEST RAY ROAD		-203.67	0.00	-203.67

M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-6030319-0N	814.69	0.00	0.00
2022-03-0368240-00	TOYOTA LEASE TRUST	AX89390/2T3P1RFV4LW112934/2020/TOYOT/RAV4 XLE	716.07	-238.44	-238.44
368240	3200 WEST RAY ROAD		-238.44	0.00	-238.44
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5848909-0N	716.07	0.00	0.00
2022-03-0368272-00	TOYOTA LEASE TRUST	AW19152/2T3P1RFV9KC046493/2019/TOYOT/RAV4 XLE	677.68	-564.50	-564.50
368272	3200 WEST RAY ROAD		-564.50	0.00	-564.50
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5637225-0N	677.68	0.00	0.00
2022-03-0368274-00	TOYOTA LEASE TRUST	528YRS/4T1B1LHK6KU833536/2019/TOYOT/CAMRY L	513.98	-385.47	-385.47
368274	3200 WEST RAY ROAD		-385.47	0.00	-385.47
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5664043-0N	513.98	0.00	0.00
2022-03-0368291-00	TOYOTA LEASE TRUST	AM68988/3TMD25BN0LM090524/2020/TOYOT/TACOMA D	829.10	-414.54	-414.54
368291	3200 WEST RAY ROAD		-414.54	0.00	-414.54
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5819922-0N	829.10	0.00	0.00
2022-03-0368309-00	TOYOTA LEASE TRUST	AV37659/JTDKARFP8J3124762/2020/TOYOT/PRIS PR	702.20	-702.20	-702.20
368309	3200 WEST RAY ROAD		-702.20	0.00	-702.20
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5555605-0N	702.20	0.00	0.00
2022-03-0368334-00	TOYOTA LEASE TRUST	BH09569/4T1K61AK8LU320947/2020/TOYOT/CAMRY XS	690.99	-345.49	-345.49
368334	3200 WEST RAY ROAD		-345.49	0.00	-345.49
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-6772562-0N	690.99	0.00	0.00
2022-03-0368355-00	TOYOTA LEASE TRUST	7ADVE9/5TDFZRBH2MS097745/2021/TOYOT/HIGHLAND	1,001.85	-250.47	-250.47
368355	3200 WEST RAY ROAD		-250.47	0.00	-250.47
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-6191021-0N	1,001.85	0.00	0.00
2022-03-0368386-00	TOYOTA LEASE TRUST	AX05679/5TDFZRFH9KS620065/2019/TOYOT/HIGHLAND	765.64	-63.56	-63.56
368386	3200 WEST RAY ROAD		-63.56	0.00	-63.56
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5733981-0N	765.64	0.00	0.00
2022-03-0368387-00	TOYOTA LEASE TRUST	1AEVT7/5TDFZRFH9KS626506/2019/TOYOT/HIGHLAND	765.64	-63.56	-63.56
368387	3200 WEST RAY ROAD		-63.56	0.00	-63.56
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5733995-0N	765.64	0.00	0.00
2022-03-0368400-00	TOYOTA LEASE TRUST	BA62844/JTENU5JRAM5864834/2021/TOYOT/4RUNNER	898.93	-299.34	-299.34
368400	3200 WEST RAY ROAD		-299.34	0.00	-299.34
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-6110785-0N	898.93	0.00	0.00
2022-03-0368406-00	TOYOTA LEASE TRUST	AU69882/58AB21B1KU022874/2019/LEXUS/ES 350	803.51	-267.57	-267.57
368406	3200 WEST RAY ROAD		-267.57	0.00	-267.57
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5444837-0N	803.51	0.00	0.00
2022-03-0368424-00	TOYOTA LEASE TRUST	AW19195/JTNK4RBE6K3066978/2019/TOYOT/COROLLA	480.92	-200.53	-200.53
368424	3200 WEST RAY ROAD		-200.53	0.00	-200.53
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5664635-0N	480.92	0.00	0.00
2022-03-0368425-00	TOYOTA LEASE TRUST	939XBS/JTUBMTFX9K5234649/2019/LEXUS/GX BASE	975.19	-812.34	-812.34
368425	3200 WEST RAY ROAD		-812.34	0.00	-812.34
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5649627-0N	975.19	0.00	0.00
2022-03-0368439-00	TOYOTA LEASE TRUST	AJ08216/JTMA1RFXVLD054668/2020/TOYOT/RAV4 XLE	772.03	-450.09	-450.09
368439	3200 WEST RAY ROAD		-450.09	0.00	-450.09
M096	CHANDLER AZ 85226	Bank - M096/DWV CIVLS: 139809-5742901-0N	772.03	0.00	0.00

2022-03-0368451-00	TOYOTA LEASE TRUST	9AGMM2/STDGZRBHXS539787/2021/TOYOT/HIGHLAND	865.35	-144.50	-144.50
368451	3200 WEST RAY ROAD		-144.50	0.00	-144.50
M096	CHANDLER AZ 85226	Bank - M096/DMV CIVLS: 139809-6281111-0N	865.35	0.00	0.00
2022-03-0368464-00	TOYOTA LEASE TRUST	AW66761/JTNKARBEXR3041140/2019/TOYOT/COROLLA	480.92	-400.61	-400.61
368464	3200 WEST RAY ROAD		-400.61	0.00	-400.61
M096	CHANDLER AZ 85226	Bank - M096/DMV CIVLS: 139809-5670029-0N	480.92	0.00	0.00
2022-03-0368483-00	TOYOTA LEASE TRUST	AY18438/STFDY5F19LX896558/2020/TOYOT/TUNDRA C	947.98	-158.31	-158.31
368483	3200 WEST RAY ROAD		-158.31	0.00	-158.31
M096	CHANDLER AZ 85226	Bank - M096/DMV CIVLS: 139809-5893539-0N	947.98	0.00	0.00
2022-03-0368486-00	TOYOTA LEASE TRUST	AY68122/JM3KFFBDM0L0740966/2020/MAZDA/CX-5 GRA	650.47	-53.99	-53.99
368486	3200 WEST RAY ROAD		-53.99	0.00	-53.99
M096	CHANDLER AZ 85226	Bank - M096/DMV CIVLS: 139809-5914446-0N	650.47	0.00	0.00
2022-03-0368598-00	TOYOTA LEASE TRUST	AZ77985/JTHG81F26L5042605/2020/LEXUS/IS 300 F	842.41	-351.28	-351.28
368598	3200 WEST RAY ROAD		-351.28	0.00	-351.28
M096	CHANDLER AZ 85226	Bank - M096/DMV CIVLS: 139809-5995499-0N	842.41	0.00	0.00
2022-03-0368649-00	TOYOTA LEASE TRUST	AL85256/JTEAAAHSMU025743/2021/TOYOT/VENZA LE	795.49	-66.02	-66.02
368649	3200 WEST RAY ROAD		-66.02	0.00	-66.02
M096	CHANDLER AZ 85226	Bank - M096/DMV CIVLS: 139809-6134944-0N	795.49	0.00	0.00
2022-03-0368663-00	TOYOTA LEASE TRUST	BC99799/JM1GL1W7M1610728/2021/MAZDA/6 GRAND	679.81	-226.37	-226.37
368663	3200 WEST RAY ROAD		-226.37	0.00	-226.37
M096	CHANDLER AZ 85226	Bank - M096/DMV CIVLS: 139809-6329740-0N	679.81	0.00	0.00
2022-03-0368695-00	TOYOTA LEASE TRUST	AY37609/JM3TCBCY3L0409526/2020/MAZDA/CX-9 TOU	676.61	-169.15	-169.15
368695	3200 WEST RAY ROAD		-169.15	0.00	-169.15
M096	CHANDLER AZ 85226	Bank - M096/DMV CIVLS: 139809-5852559-0N	676.61	0.00	0.00
2022-03-0368800-00	TOYOTA LEASE TRUST	AT27656/JTJBABR23K2210053/2019/LEXUS/NX 300	716.58	-477.96	-477.96
368800	3200 WEST RAY ROAD		-477.96	0.00	-477.96
M096	CHANDLER AZ 85226	Bank - M096/DMV CIVLS: 139809-5364395-0N	716.58	0.00	0.00
2022-03-0368801-00	TOYOTA LEASE TRUST	AF15203/JTMP1RFV9KD019791/2019/TOYOT/RAV4 XLE	677.68	-508.25	-508.25
368801	3200 WEST RAY ROAD		-508.25	0.00	-508.25
M096	CHANDLER AZ 85226	Bank - M096/DMV CIVLS: 139809-5352104-0N	677.68	0.00	0.00
2022-03-0368828-00	TOYOTA LEASE TRUST	140YFG/JTMBRREV1KD005748/2019/TOYOT/RAV4 XLE	701.14	-642.95	-642.95
368828	3200 WEST RAY ROAD		-642.95	0.00	-642.95
M096	CHANDLER AZ 85226	Bank - M096/DMV CIVLS: 139809-5378815-0N	701.14	0.00	0.00
2022-03-0368842-00	TOYOTA LEASE TRUST	AK90725/JTHY3JBH8K2006055/2019/LEXUS/UX 200	661.68	-330.84	-330.84
368842	3200 WEST RAY ROAD		-330.84	0.00	-330.84
M096	CHANDLER AZ 85226	Bank - M096/DMV CIVLS: 139809-5629656-0N	661.68	0.00	0.00
2022-04-0412947-00	TOYOTA LEASE TRUST	AW48338/2T3P1RFV4KC059586/2019/TOYOT/RAV4 XLE	677.59	-225.64	-225.64
412947	3200 WEST RAY ROAD		-225.64	0.00	-225.64
S820	CHANDLER AZ 85226	Bank - S820/DMV CIVLS: 139809-5668513-X	677.59	0.00	0.00
2023-03-0369322-00	TOYOTA LEASE TRUST	AY68122/JM3KFFBDM0L0740966/2020/MAZDA/CX-5 GRA	591.42	-591.42	-591.42
369322	3200 WEST RAY ROAD		-591.42	0.00	-591.42
M087	CHANDLER AZ 85226	Bank Taxes/Bank - M087/DMV CIVLS: 139809-5914446-X	591.42	0.00	0.00

2023-03-0369509-00	TOYOTA LEASE TRUST	BD16993/5TDB2RBH9MS130786/2021/TOYOT/HIGHLAND	748.20	-62.09	-62.09
369509	3200 WEST RAY ROAD	LINK # 2023-MV-0046619	-62.09	0.00	-62.09
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DMV CIVLS: 139809-6341347-Y	748.20	0.00	0.00

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	42,329.72	0.00	0.00

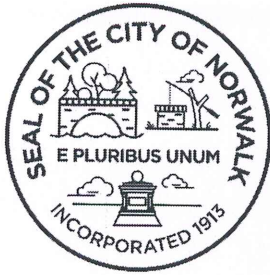
NOV 04 2024

Inquiry Report	NORWALK TAX COLLECTOR	Interest Date : 11/04/2024	Page : 1
Bill#	Name	Prop Loc/Veh. Info./Plan-Sew	TOT Inst
Unique_id	Address	MBL/LINK #	TOT Adj
Dist	City/State/Zip	Flags	TOT Paid
			L/F/Bint Due
			Balance Due Now
			Discount

2023-03-0369092-00	TOYOTA LEASE TRUST	AA35683/2T3P1RFV2MC205180/2021/TOYOT/RAV4 XLE	693.02	-346.51	-346.51
369092	3200 WEST RAY ROAD	LINK # 2023-MV-0046578	-346.51	0.00	-346.51
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DMV CIVLS: 139809-6239117-Y	693.02	0.00	0.00
2023-03-0369347-00	TOYOTA LEASE TRUST	AZ91627/JTMN1RFV9MD070993/2021/TOYOT/RAV4 LIM	848.83	-707.08	-707.08
369347	3200 WEST RAY ROAD	LINK # 2023-MV-0046603	-707.08	0.00	-707.08
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DMV CIVLS: 139809-6023734-Y	848.83	0.00	0.00
2023-03-0369462-00	TOYOTA LEASE TRUST	BC04209/4T3R6RFV6MU019571/2021/TOYOT/RAV4 XLE	739.11	-369.55	-369.55
369462	3200 WEST RAY ROAD	LINK # 2023-MV-0046615	-369.55	0.00	-369.55
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DMV CIVLS: 139809-6233660-Y	739.11	0.00	0.00
2023-03-0369528-00	TOYOTA LEASE TRUST	BD40282/2T2H2MD28MC306051/2021/LEXUS/RX 350	958.22	-160.03	-160.03
369528	3200 WEST RAY ROAD	LINK # 2023-MV-0046621	-160.03	0.00	-160.03
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DMV CIVLS: 139809-6380112-Y	958.22	0.00	0.00
2023-03-0369555-00	TOYOTA LEASE TRUST	BD76790/JTDEPMAE9NJ195648/2022/TOYOT/COROLLA	504.43	-336.45	-336.45
369555	3200 WEST RAY ROAD	LINK # 2023-MV-0046624	-336.45	0.00	-336.45
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DMV CIVLS: 139809-6385537-Y	504.43	0.00	0.00
2023-03-0369569-00	TOYOTA LEASE TRUST	BE03926/5YFEPMAE8MP269068/2021/TOYOT/COROLLA	462.88	-154.15	-154.15
369569	3200 WEST RAY ROAD	LINK # 2023-MV-0046625	-154.15	0.00	-154.15
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DMV CIVLS: 139809-6415100-Y	462.88	0.00	0.00
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			-2,073.77	0.00	-2,073.77
			4,206.49	0.00	0.00

Inquiry Report			NORWALK TAX COLLECTOR		Interest Date : 11/19/2024		Page : 1	
Bill#	Name	Address	City/State/Zip	Prop Loc/Veh. Info./Plan-Sew	MBL/Link #	Flags	TOT Inst	Tax Due
Unique_id							TOT Adj	Int Due
Dist							TOT Paid	L/F/Bint Due
								Balance
								Due Now
								Discount
2021-03-0801323-00	TOYOTA LEASE TRUST			ARI5273/2T1BURHE1JC116848/2018/TOYOT/COROLLA			0.00	-399.88
801323	3200 W RAY RD			/DMV CIVLS: 139809-5061904-ON			0.00	-399.88
1	CHANDLER CT 85226-2455						399.88	0.00
2022-03-0367887-00	TOYOTA LEASE TRUST			940YTL/2T2BZMCA6KC201125/2019/LEXUS/RX 350			900.54	-74.73
367887	3200 WEST RAY ROAD			Bank - M096/DMV CIVLS: 139809-5557370-ON			-74.73	0.00
M096	CHANDLER AZ 85226						900.54	0.00
2022-03-0367970-00	TOYOTA LEASE TRUST			AW02463/2T2BZMCA1KC206717/2019/LEXUS/RX 350			900.54	-825.80
367970	3200 WEST RAY ROAD			Bank - M096/DMV CIVLS: 139809-5615477-ON			-825.80	0.00
M096	CHANDLER AZ 85226						900.54	0.00
2022-03-0367987-00	TOYOTA LEASE TRUST			AX80074/2T3A1RFV0LC073847/2020/TOYOT/RAV4 XLE			772.03	-450.09
367987	3200 WEST RAY ROAD			Bank - M096/DMV CIVLS: 139809-5845567-ON			-450.09	0.00
M096	CHANDLER AZ 85226						772.03	0.00
2022-03-0367994-00	TOYOTA LEASE TRUST			BA40758/2T3A1RFV8LW116877/2020/TOYOT/RAV4 XLE			772.03	-257.08
367994	3200 WEST RAY ROAD			Bank - M096/DMV CIVLS: 139809-6026146-ON			-257.08	0.00
M096	CHANDLER AZ 85226						772.03	0.00
2022-03-0368039-00	TOYOTA LEASE TRUST			1ANTX3/2T3G1RFVXLM131620/2020/TOYOT/RAV4 LE			657.93	-109.86
368039	3200 WEST RAY ROAD			Bank - M096/DMV CIVLS: 139809-5934605-ON			-109.86	0.00
M096	CHANDLER AZ 85226						657.93	0.00
2022-03-0368189-00	TOYOTA LEASE TRUST			AV37429/2T2BZMCA4KC208204/2019/LEXUS/RX 350			900.54	-150.38
368189	3200 WEST RAY ROAD			Bank - M096/DMV CIVLS: 139809-5592954-ON			-150.38	0.00
M096	CHANDLER AZ 85226						900.54	0.00
2022-03-0368244-00	TOYOTA LEASE TRUST			AY67688/2T3F1RFV8LW125570/2020/TOYOT/RAV4 LE			657.93	-54.59
368244	3200 WEST RAY ROAD			Bank - M096/DMV CIVLS: 139809-5905789-ON			-54.59	0.00
M096	CHANDLER AZ 85226						657.93	0.00
2022-03-0368289-00	TOYOTA LEASE TRUST			AX06293/2T3G1RFVXLM131620/2020/TOYOT/COROLLA			529.97	-441.46
368289	3200 WEST RAY ROAD			Bank - M096/DMV CIVLS: 139809-5756998-ON			-441.46	0.00
M096	CHANDLER AZ 85226						529.97	0.00
2022-03-0368336-00	TOYOTA LEASE TRUST			DARCIE/2T3G1RFV2LM098368/2020/TOYOT/RAV4 LE			657.93	-328.95
368336	3200 WEST RAY ROAD			Bank - M096/DMV CIVLS: 139809-5745314-ON			-328.95	0.00
M096	CHANDLER AZ 85226						657.93	0.00
2022-03-0368391-00	TOYOTA LEASE TRUST			AY35650/2T3G1RFV1LM115421/2020/TOYOT/RAV4 LE			657.93	-328.95
368391	3200 WEST RAY ROAD			Bank - M096/DMV CIVLS: 139809-5861264-ON			-328.95	0.00
M096	CHANDLER AZ 85226						657.93	0.00
2022-03-0368407-00	TOYOTA LEASE TRUST			1ARBV9/2T2BZMCA1KC201968/2019/LEXUS/RX 350			900.54	-525.00
368407	3200 WEST RAY ROAD			Bank - M096/DMV CIVLS: 139809-5488259-ON			-525.00	0.00
M096	CHANDLER AZ 85226						900.54	0.00
2022-03-0368446-00	TOYOTA LEASE TRUST			AT13706/2T2BZMCA6KC183287/2019/LEXUS/RX 350			900.54	-825.80
368446	3200 WEST RAY ROAD			Bank - M096/DMV CIVLS: 139809-5311398-ON			-825.80	0.00
M096	CHANDLER AZ 85226						900.54	0.00
2022-03-0368456-00	TOYOTA LEASE TRUST			661YJG/2T3F1RFV1KC008235/2019/TOYOT/RAV4 LE			616.90	-103.01
368456	3200 WEST RAY ROAD			Bank - M096/DMV CIVLS: 139809-55010685-ON			-103.01	0.00
M096	CHANDLER AZ 85226						616.90	0.00

2022-03-0368548-00	TOYOTA LEASE TRUST	5ARBVT/2T2HZMDA6LC247032/2020/LEXUS/RX 350 B	971.44	-242.85	-242.85
368548	3200 WEST RAY ROAD		-242.85	0.00	-242.85
M096	CHANDLER AZ 85226	Bank - M096/DMV CIVLS: 139809-5870588-ON	971.44	0.00	0.00
2022-03-0368699-00	TOYOTA LEASE TRUST	1AWXK2/2T3F1RFVXMC148108/2021/TOYOT/RAV4 LE	708.60	-235.97	-235.97
368699	3200 WEST RAY ROAD		-235.97	0.00	-235.97
M096	CHANDLER AZ 85226	Bank - M096/DMV CIVLS: 139809-6012441-ON	708.60	0.00	0.00
2022-03-0368787-00	TOYOTA LEASE TRUST	AZ60852/2T3G1RFVXLM133710/2020/TOYOT/RAV4 LE	657.93	-54.59	-54.59
368787	3200 WEST RAY ROAD		-54.59	0.00	-54.59
M096	CHANDLER AZ 85226	Bank - M096/DMV CIVLS: 139809-5950892-ON	657.93	0.00	0.00
2022-03-0376304-00	TOYOTA LEASE TRUST	AX68328/2T3F1RFVLM098308/2020/TOYOT/RAV4 LE	658.09	-274.42	-274.42
376304	3200 WEST RAY ROAD		-274.42	0.00	-274.42
M096	CHANDLER CT 85226	Bank - M096/DMV CIVLS: 139809-5821422-0Y	658.09	0.00	0.00
2022-04-0412834-00	TOYOTA LEASE TRUST	AR15273/2T1BURHE1JC116848/2018/TOYOT/COROLLA	332.21	-398.84	-398.84
412834	3200 WEST RAY ROAD		-332.21	0.00	-398.84
S820	CHANDLER AZ 85226	LINK # 2022-MS-0010966	398.84	0.00	0.00
		Bank - S820/DMV CIVLS: 139809-5061904-Y			
2023-03-0369211-00	TOYOTA LEASE TRUST	AR15273/2T1BURHE1JC116848/2018/TOYOT/COROLLA	369.72	-369.72	-369.72
369211	3200 WEST RAY ROAD		-369.72	0.00	-369.72
M087	CHANDLER AZ 85226	LINK # 2023-MV-0046590			
		Back Taxes/Bank - M087/DMV CIVLS: 139809-5061904-Y	369.72	0.00	0.00
2023-03-0369246-00	TOYOTA LEASE TRUST	AT13706/2T2BZMCA6KC183287/2019/LEXUS/RX 350	779.36	-779.36	-779.36
369246	3200 WEST RAY ROAD		-779.36	0.00	-779.36
M087	CHANDLER AZ 85226	LINK # 2023-MV-0046593			
		Back Taxes/Bank - M087/DMV CIVLS: 139809-5311398-Y	779.36	0.00	0.00
2023-03-0369277-00	TOYOTA LEASE TRUST	AW02463/2T2BZMCA1KC206717/2019/LEXUS/RX 350	779.36	-779.36	-779.36
369277	3200 WEST RAY ROAD		-779.36	0.00	-779.36
M087	CHANDLER AZ 85226	LINK # 2023-MV-0046596			
		Back Taxes/Bank - M087/DMV CIVLS: 139809-5615477-Y	779.36	0.00	0.00
# OF Acct (s) : 22			15,082.06	-8,010.69	-8,010.69
			-7,544.18	0.00	-8,010.69
			15,548.57	0.00	0.00

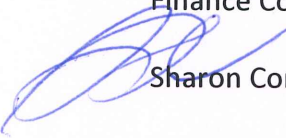


CITY OF NORWALK
Sharon Conners
Purchasing Agent/Purchasing Department
125 East Avenue
Norwalk, CT 06851
Office: (203)854-7712
www.norwalkct.gov
sconners@norwalkct.gov

MEMORANDUM

December 6, 2024

TO: Finance Committee of the Common Council and the Common Council

FROM:  Sharon Conners, Purchasing Agent

SUBJECT: Copier Management Services

After extensive evaluation of the current copier fleet with our current provider, the age of the current equipment, it's in the City's best interests to be consistent with BOE Purchasing on Copier Management Services and to move to a new provider, Connecticut Business Systems (CBS) LLC.

In recent months, the Purchasing Department and CBS have jointly assessed the entire City's fleet with assistance from Library staff. This analysis led to a reduction in machine count from 78 to 77, elimination of unnecessary fax capabilities, implementation of advanced payment technology on public-facing machines, and standardization of color and black-and-white print rates.

Additionally, we will be placing new machines instead of refurbished machines and CBS provided further analysis for the City to leverage the best Cooperative Purchasing Association agreement with the City's interest in cost control while having a new fleet.

Thank you for your review and consideration.

ACTION REQUESTED:

1. Authorize the Mayor to execute any and all agreements, documents, instruments, or amendments as may be necessary in accordance with the Pennsylvania Education Purchasing Program for Microcomputers (PEPPM) Contract # 533902-165 with Connecticut Business Systems, LLC for a sixty (60) month Lease, a total amount not to exceed \$500,000.00.

ACCOUNT: Various Department Orgs-5294



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.gov P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO : MAYOR HARRY RILLING
JARED SCHMITT, CFO

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER

RE : **NORWALK COMMUNITY RECREATION CENTER –
SPECIAL CAPITAL APPROPRIATION REQUEST**

DATE: DECEMBER 26, 2024

As you know, the City has been expediting the design and development of the old South Norwalk Community Center at 98 South Main Street into a new Norwalk Community Recreation Center. This project consists of the complete renovation of the existing structure and the construction of a new gymnasium extension in the rear of the building. The existing building is approximately 22,000 square feet and the gym extension is approximately 10,000 square feet. The current project budget, including soft and hard costs, is \$13,300,647 and the source of funding is as follows:

• State DECD	-	\$ 1,200,000
• City GGP funds	-	\$ 1,226,647
• ARPA funds	-	\$ 6,374,000
• HUD funds	-	\$ 1,830,000 (excl. \$170,000 for YMCA -FF&E)
• 2024-25 Capital Budget	-	\$ 2,500,000

Total Available	-	\$13,130,647
Additional Special Capital		
Appropriate under consideration-		\$ 2,450,000

Total project budget-		\$15,580,647

As part of the ARPA funding, there is a requirement that the ARPA funds MUST be committed before December 31, 2024 which is the primary factor that has been driving the project schedule for the past year. Silver Petrucelli & Associates (the

Architect) completed the bid documents in September. Newfield Construction (the Construction Manager - CM), in collaboration with City Purchasing Department, issued the project for bids with a bid opening in October. Unfortunately, the bid amounts for a number of trade bid packages came in substantially higher than estimated values. This issue is contributed mostly to current construction market associated with municipal/institutional building construction as well as lack of sufficient time to fully value engineer the project prior to bidding. With the ARPA funding commitment deadline, the project team has subsequently identified \$1,128,935 of value engineering savings and the Common Council approved a partial GMP (Guaranteed Maximum Price) on December 10, 2024 which met the ARPA funding requirements. Since the approval of the partial GMP, Newfield Construction has confirmed the pricing of the remaining trade costs as well as the values for the various value engineering savings. At this time, we would like to request Special Capital Appropriation in the amount of \$2,450,000 to cover the funding shortfall. Concurrently, we are forwarding a request to the Common Council for approval of the Final GMP subject to the availability the requested Special Appropriation funds.

Attached is a project budget summary and a copy of the proposed Final GMP Amendment. As referenced earlier, the current budget is \$13,130,647. The projected total project cost is \$15,561,653 which includes an Owner Contingency (3%) in the amount of \$420,000 and CM Contingency (1.5%) of \$192,581. Therefore, a Special Appropriation in the amount of \$2,450,000 is required to complete the funding package. This project is scheduled to start construction in February 2025 with anticipated completion in approximately 12 months.

Finally, as a separate effort to help manage the City's overall financial obligations, we have identified an equal amount of surplus funds in the Cranbury School capital budget account as we proceed with the closeout of this project.

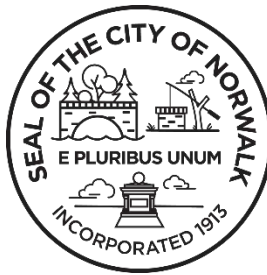
Thank you for your consideration of this request. If there are any questions, please advise.

ACTION REQUESTED:

- a. Recommend the allocation of \$2,450,000.00 in Special Capital Appropriation funds to the Recreation and Parks Department for the development and construction of the Norwalk Community Recreation Center at 98 South Main Street as identified herein this memo.**

- b. Recommend the reduction of \$2,450,000 from free balance in the Cranbury School Improvement Project – capital budget account #09215010 5777 C0786**

cc: Barbara Smyth, Chair, Land Use and Building Management Committee
Greg Burnett, Chair, Finance Committee
Tom Livingston, Chief-of-Staff
Tom Ellis, Budget Director
Robert Stowers, Director of Recreation and Parks



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 1/3/2025

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:

☐	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
☐	2	After solicitation of several sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☐	3	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☒	4	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote, and the contract/agreement number)
☐	5	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
☐	6	Other, please explain:

TOTAL COST: \$44,748 MUNIS Account: 09251370-5777-C0375

VENDOR: Total Communications Inc.

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
Sharon Digitally signed by Sharon Purchasing Agent Name	☒ Supports	Joyce Liu Digitally signed by Joyce Liu Date: 2025.01.03 09:58:53 -05'00'
Conne Conners Date: 2025.01.06 11:03:28 -05'00'	☐ Does Not Support	Department Head Name
	☐ Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Joyce Liu Date 1/3/2025

JUSTIFICATION:

Cisco ISE is a leading platform in Identity and Access Management (IAM), offering centralized control and advanced security features such as device profiling, guest access management, and role-based access control. Implementing Cisco ISE will allow the City IT to better protect against unauthorized access, reduce the risk of data breaches, and build a more resilient network infrastructure. This upgrade is an essential part of our strategy to safeguard city data and resources.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: Total Communications, Inc.

Vendor 2: ePlus Technology Inc.

EMERGENCY: Explain in detail the nature of the emergency



We have prepared a quote for you

Cisco ISE

QUOTE # JB000359 V1

PREPARED FOR

Norwalk City Hall

PREPARED BY

Joe Bittner

Statement of Work

Cisco State Contract Pricing Applied: Contract #18PSX0202

Cisco Identity Services Engine (ISE) Security Solution for the City of Norwalk

Introduction

This Scope of Work (SOW) outlines the components necessary, and included in the following pricing, for a 5-year term of the Cisco Identity Services Engine (ISE) security solution for the City of Norwalk.

Scope of Services Licensing, Deployment and Configuration

Total will procure and activate the necessary Cisco ISE licenses stated below:

ISE Licensing:

(2500) ISE Essentials: ISE Essential is the base licensing tier that provides fundamental identity and access management features. It includes functionalities such as 802.1X-based network access, guest access management, posture assessment, and basic profiling capabilities.

(500) ISE Advantage: ISE Advantage is the mid-tier licensing option that builds upon the features offered in the Essential tier. In addition to the functionalities provided in Essential, Advantage includes more advanced features such as Profiling, BYOD, Cisco pxGrid integration, and TrustSec Security Group Tagging (SGT) enforcement.

ISE Appliances: Cisco ISE will be deployed on two virtual appliances in the client's virtual environment, the VM's and support from Cisco are included in the following pricing.

ISE Configuration, Implementation, and Training

Currently, there is **NO labor** for configuration and implementation, or training from Total for the ISE solution. These services can be scoped and added at any time with notice to Total and can be paid by either of the following methods, use of an existing block of time, purchase of a new block of time, or hourly at our standard time and material rates.

Timeline

A detailed project timeline will be provided upon contract signing.

Software

Description	Price	Qty	Ext. Price
Cisco ISE Virtual Machine Common PID	\$2,929.13	2	\$5,858.26
SOLN SUPP SWSS Cisco ISE Virtual Machine Common PID	\$1,463.95	2	\$2,927.90
Cisco ISE Device Admin Node License	\$4,881.88	2	\$9,763.76
Subtotal:			\$18,549.92

Subscription

Description	Price	Qty	Ext. Price
Cisco Identity Service Engine Subscription - 5 Year Term	\$0.00	1	\$0.00
Cisco Identity Service Engine Advantage Subscription	\$25.88	500	\$12,940.00
Enhanced Support for Identity Service Engine Subscription	\$3,408.60	1	\$3,408.60
Cisco Identity Service Engine Essentials Subscription	\$3.94	2500	\$9,850.00
Subtotal:			\$26,198.60

joebittner@totalcomm.com
www.totalcomm.com

Cisco ISE

Prepared by:

Total Communications

Joe Bittner
860-622-4137
joebittner@totalcomm.com

Prepared for:

Norwalk City Hall

125 East Avenue
Norwalk, CT 06856
Joyce Liu
(203) 854-7726
jliu@norwalkct.gov

Quote Information:

Quote #: JB000359

Version: 1
Delivery Date: 01/02/2025
Expiration Date: 01/31/2025

Quote Summary

Description	Amount
Software	\$18,549.92
Subscription	\$26,198.60
Total:	\$44,748.52

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Total Communications

Norwalk City Hall

Signature: _____

Name: Joe Bittner

Title: Major Account Executive

Date: 01/02/2025

Signature: _____

Name: Joyce Liu

Date: _____

Terms & Conditions

1. GENERAL:

All work described herein shall be performed during regular business hours unless otherwise specified. Customer agrees that special circumstances requiring overtime will be charge to Customer at Total Communications, Inc.'s (hereinafter referred to as "TCI") then applicable rates and will be authorized in writing by a signed change order or additional work order.

2: TIME OF PERFORMANCE:

a. TCI shall complete the installation services with TCI's standard practices within reasonable time. Customer agrees to give TCI access to the Premises during non-business hours to the extent necessary to have all work completed promptly and within a reasonable time. TCI shall perform its standard acceptance testing on the installed Equipment, and Customer agrees to monitor said testing. Upon successful completion thereof, TCI shall notify Customer that Equipment has been installed and operates in accordance with applicable test and performance specifications. The date of such notification shall be the Installation Complete Date.

b. When the Equipment is purchased, TCI shall use its best efforts to make timely delivery and installation. However, all stated delivery or installation dates are approximate, and TCI SHALL UNDER NO CIRCUMSTANCES, EXCEPT FOR TCI'S WILLFUL MISCONDUCT, BE LIABLE FOR ANY DAMAGES, WHETHER SPECIAL, CONSEQUENTIAL OR OTHERWISE FOR ANY DELAYS IN DELIVERY OR INSTALLATION.

3: WARRANTY:

a. Subject to the provisions of this paragraph and Paragraph 7, when the Equipment is purchased, TCI warrants for a period of ninety (90) days from the Installation Completion Date, that as of the Installation Completion Date the Equipment will be free from defects in material and workmanship. If any defects covered by this Warranty appear within the above stated ninety (90) day period, TCI shall have the option of repairing or replacing the Equipment at its expense during routine business hours. Such repair or replacement shall be Customer's exclusive remedy for TCI's breach of warranty, or for willful misconduct or gross negligence and Customer willingly, knowingly, and voluntarily waives all other remedies. In cases where TCI does not install the Equipment, TCI warrants that the equipment only, if properly installed and maintained, shall be free from defects for a period of ninety (90) days.

b. TCI will not be obligated to service, repair or replace any Equipment which as been repaired or serviced by others, abused, or improperly handled, stored, altered or used or otherwise intermingled with third party material or equipment. No warranties shall apply to, and TCI shall not be obligated to service, repair or replace any equipment which has been installed, repaired, or serviced by others without the express prior written consent of TCI.

c. WHEN THE EQUIPMENT IS PURCHASED, THE WARRANTY STATED ABOVE SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4: LIMITATIONS ON TCI'S OBLIGATION AND LIABILITY:

a. When the Equipment is purchased all obligations and warranties of TCI hereunder, including warranty obligations, shall be subject to and relieved by any force majeure, Act of God, war, riot, fire, explosion, lightning, power surge, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations or strikes, lockouts or injunctions (whether or not such labor event is within the reasonable control of TCI). Customer acknowledges that in order to provide the Equipment to the Customer, TCI and the Customer must rely on third parties beyond the control of TCI and the customer, including, without limitation, the Customer's local telephone utility. TCI's maintenance responsibilities do not extend to Equipment of the public telephone network, nor is TCI responsible for malfunctions in the communication system or Equipment caused by malfunctions in the public telephone network or caused by abuse or misuse of the communication system or Equipment by other than TCI. TCI shall not be responsible for the failure to fulfill any obligation hereunder, including, without limitation any warranty obligations, when such third parties have not provided or maintained the service or products to Customer which are necessary for TCI to

fulfill its obligations under this Agreement.

b. WHEN THE EQUIPMENT IS PURCHASED, TCI SHALL NOT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF EQUIPMENT SOLD OR LEASED HEREUNDER OR ARISING FROM CUSTOMER'S INABILITY TO USE THE EQUIPMENT EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR FROM ANY OTHER CAUSE.

5: PRICE:

Prices are subject to change. Quoted prices listed are valid for thirty (30) days unless specified otherwise. Any deviations to this order after date mentioned, such as quantity changes partial releases, or changes in specifications, are subject to a potential price increase.

6: DEFAULT:

If any of Customer's obligations to TCI shall not be paid when due, or if Customer shall be in default hereunder, and all sums and obligations hereunder shall, at TCI's option, become immediately due and payable. Upon Customer's default, in addition to the rights and remedies specified herein, TCI shall have all the rights and remedies under the Uniform Commercial Code and any other laws, including the right to any delinquent payments for which the Customer shall remain fully liable. Additionally, upon Customer's default, TCI shall have the right, in its sole discretion and without any liability to, or recourse by, Customer whatsoever for any damages, whether actual, special or consequential including without limitation any damages for lost business, to terminate or suspend any and all Warranties with respect to the Equipment and any and all obligations TCI may have to service, repair or replace the Equipment, whether arising under this Agreement or otherwise. No remedy of TCI hereunder shall be exclusive of any other remedy herein or provided by law, but such remedies shall be cumulative and in addition to every other remedy.

7: REPOSESSION:

Customer agrees that upon its failure to pay any sum hereunder or within forty-five (45) days thereof, TCI shall have the complete right to enter the Premise at any reasonable time for purposes of repossessing the Equipment. Customer agrees to cooperate fully with TCI in such possession. TCI shall use reasonable care in removing the Equipment but shall not be liable to restore the Premises after the Equipment is so removed. Other than the obligation to use due care in removing the Equipment, TCI shall have no liability to, and Customer shall have no recourse against TCI whatsoever for, any damages resulting from such repossession, whether actual, special, or consequential, including without limitation, any damages for lost business.

8: COMMERCIAL TRANSACTION:

THE CUSTOMER ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION, AND HEREBY WAIVES ITS RIGHT TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY ANY STATE OR FEDERAL LAW, WITH RESPECT TO ANY PREJUDGEMENT REMEDY WHICH TCI, ITS SUCCESSORS OR ASSIGNEES MAY DESIRE TO USE.

9: TITLES; FILINGS; POWER OF ATTORNEY:

Customer agrees that TCI shall retain title to the equipment until all sums due TCI from Customer shall have been paid in full. Customer hereby appoints TCI as its attorney in fact, coupled with as interest, to file UCC financing statements and other such documents, and to do such other acts, as may be reasonably necessary to give notice of TCI's retention of title to the Equipment and other provisions of this Agreement.

10: INDEMNIFICATION:

Customer agrees to indemnify and save harmless TCI from all suits, loss, damages, actions or claims of any character, including reasonable attorney's fees and legal costs incurred by TCI in collecting any amounts owed to it by Customer, in enforcing, its rights hereunder or brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the Customer or Customer's contractor or sub-contractor or their employees, of by, or in consequence of any neglect in safeguarding the work, of by, or on account of any act of omission, neglect or misconduct of the Customer or his, agent,

contractor, sub-contractor arising out of any law ordinance.

11: APPLICABLE LAW; JURISDICTION:

This Agreement and all transactions hereunder, and all the rights of the parties, shall be governed as to validity, construction, enforcement and in all other respects by the laws of the State of Connecticut. Customer agrees that the Superior Court for Judicial District of Hartford of the United States District Court for the District of Connecticut shall have jurisdiction to hear and determine any claims or disputes pertaining to the financing transactions of which this Agreement is part and/or to any matter arising or in any way related to this Agreement or any other agreement between TCI and Customer and expressly submits and consents in advance to such jurisdiction in any action or proceeding.



Customer Name: CITY OF NORWALK
Quote No: 23268228
Quote Name:
Quotation Date: 01/03/2025

Sales Support Contact: Ed Howard
Sales Support Phone: 6032633512
Sales Support Email: ehoward@eplus.com
Account Executive: Steve Plante
Account Executive Phone: 7816151322
Account Executive Email: splante@eplus.com

Customer PO No:
Order No:
Expiration Date: 02/02/2025

ePlus Technology inc, 13595 Dulles Technology Drive, Herndon, VA, 20171

External Notes:

The following terms from Cisco apply to Customer's use of the products and services on this quote (the "Licensed Services"): the Cisco General Terms and any applicable Supplemental End User License Agreements and Offer Descriptions at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html> or such other terms as agreed between Cisco and Customer. By purchasing the Licensed Services through ePlus or its affiliates, Customer consents to ePlus, its affiliates and Cisco sharing Customer data with each other to the extent required to provide the Licensed Services.

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext Price
001	R-ISE-VMC-K9=	CISCO	CISCO ISE VIRTUAL MACHINE COMMON PID	2	4,137.34	8,274.68
002	CON-ECMUS-RISE9KVM	CISCO	SOLN SUPP SWSS CISCO ISE VIRTUAL MACHINE COMMON PI D	2	6,130.61	12,261.22
003	L-ISE-TACACS-ND=	CISCO	CISCO ISE DEVICE ADMIN NODE LICENSE	2	6,895.56	13,791.12
004	ISE-SEC-SUB	CISCO	CISCO IDENTITY SERVICE ENGINE SUBSCRIPTION Line Note: Requested Start Date : 20-Dec-2024 Requested For : 60.00 Months From 20-Dec-2024 to 19-Dec-2029 Automatically Renews For : No Auto Renewal Billing Frequency : Prepaid Term	1	0.00	0.00
005	ISE-E-LIC	CISCO	CISCO IDENTITY SERVICE ENGINE ESSENTIALS SUBSCRIPT ION	2500	5.39	13,475.00
006	ISE-A-LIC	CISCO	CISCO IDENTITY SERVICE ENGINE ADVANTAGE SUBSCRIPTI ON	500	35.56	17,780.00
007	SVS-ISE-SUP-B	CISCO	BASIC SUPPORT FOR IDENTITY SERVICE ENGINE SUBSCRIP TION	1	0.00	0.00

Totals							65,582.02
---------------	--	--	--	--	--	--	------------------

Shipping: Packing:	Sub Total (USD):	65,582.02
	Est. Tax (USD):	TBD if Applicable
	Shp&Hnd (USD):	0.00
Total (USD):		65,582.02

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

PLEASE NOTE: Recent supply chain disruption and tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Related manufacturer policy changes may result in orders being non-cancelable and products non-returnable except in accordance with the manufacturer warranty. Please confirm pricing and other restrictions prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

Customer Acceptance	Bill To	Ship To
Signature: _____	CITY OF NORWALK	CITY OF NORWALK
Name: _____	PO BOX 5125-125 EAST AVENUE	125 EAST AVE
Title: _____	NORWALK CT 06856	NORWALK CT 06851
Date: _____	UNITED STATES	UNITED STATES
Customer PO #: _____	PURCHASING DEPT - CITY HALL	

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*NGDC P2 4.2.2.7

ARTICLE I
Maintenance; Acceptance; Abandonment
[Adopted 5-10-1988; amended in its entirety 3-24-2015]

§ 95-0. Purpose; intent.

The purpose of this ~~article~~Article is to ~~advance the goal of building a implementing Complete Streets transportation planning, policy, and design Network, as established in the Complete Streets Ordinance, and p-protecting, preservpreserving, e-and ensuring~~ the proper maintenance of public grounds, ~~streets~~Streets, highways, ~~sidewalks~~Sidewalks, and thoroughfares in the City of Norwalk.

The intent of this ~~article~~Article is to:

- A. ~~Clarify the responsibilities of the Director of Public Works and the Director of Transportation, Mobility, and Parking Complete Streets Coordinator, regarding their shared responsibilities to~~The intent of this article is to provide clear direction to the Director of Public Works to i implement, within the resources provided and in collaboration with other dDepartments and aAgencies, the City's goals for ~~implementingbuilding a Complete Streets Network, as established in the Complete Streets Ordinance.~~
- B. Provide clear direction to the Director of Public Works to implement, within the resources provided, the City's goals for the maintenance of its ~~the maintenance of its~~ public grounds, ~~streets~~Streets, highways, ~~sidewalks~~Sidewalks and thoroughfares.
- C. Establish the responsibility of the adjoining property owner for sSidewalks and ~~footpaths~~Footpaths that may be initially established by the City of Norwalk, and the adjoining property owner is responsible as described herein.

§ 95-1. Definitions. [Amended 10-22-2019]

In addition to the terms defined in Chapter 91 and unless the context specifically indicates otherwise, the meanings of terms used in this ~~article~~Article shall be as follows:

DIRECTOR OF PUBLIC WORKS

—The Chief of Operations and Public Works of ~~Norwalk~~the City, or ~~their~~his/her designee.

COMPLETE STREETS COORDINATOR

—As defined in the Complete Streets Ordinance.

COMPLETE STREETS ORDINANCE

—The City of Norwalk Complete Streets ordinance, as amended from time to time.

COMPLETE STREETS DESIGN GUIDE/DESIGN GUIDE —

As defined in the Complete Streets Ordinance~~iii~~.

ENCROACH

—To obstruct, impede, intrude or use for purposes other than traveling, including but not limited to: the placing of any ladder, staging, scaffolding, building or construction materials or equipment or other like obstacle; the depositing of any merchandise, materials or any personal property; the erection, placement, maintenance or display of any sign; and the pumping of water from private property, the depositing of snow or ice or the draining of water from private property in any manner which in any way may obstruct, impede or endanger public use or travel or which does or may cause any icy condition which in any way does or may obstruct, impede or endanger public use or travel.

EXCAVATE

—Dig up, open, break, cut into, trench, tunnel or undermine in any manner. Such term includes the

establishment, construction, resurfacing, repaving or reconstruction of any driveway or the placing of any substructure.

FOOTPATH

—As differentiated from ~~sidewalk~~Sidewalk, an asphalt pathway, usually three to four feet wide, constructed to provide safe pedestrian travel generally near/along roadways without ~~sidewalks~~Sidewalks cross- country between destinations.

MOBILITY SYSTEM

~~—As defined in the Complete Streets Ordinance and reproduced here: (The system of infrastructure and technologies that facilitates and supports the flow of people, goods, and services in the City. The term includes related services such as the supply of parking and the management of traffic, in addition to the physical infrastructure and technologies.~~

PUBLIC UTILITY

—Any public service company incorporated under the provisions of the Connecticut General Statutes or by special act for the purpose of transmitting or distributing gas, water, electricity, video or for telephone purposes.

SIDEWALK

—A walkway built to provide safe pedestrian travel along public thoroughfares that are constructed in accordance with the ~~City's Roadway Standards Complete Streets Design Guide and the accompany design guidance, as define, amended, and supplemented in the Guide, Standard Specifications, as amended and supplemented.~~

STREET

—Any portion of the entire width between the boundary lines of any public way maintained by the City of ~~Norwalk~~, including but not limited to any street, highway, sidewalk, curb, gutter, shoulder, alley, avenue or other public way or any public ground leased by, maintained by or in possession or control of the City of ~~Norwalk~~.

TRANSPORTATION FACILITY

~~—As defined in the Complete Streets Ordinance and reproduced here: A facility consisting of the means and equipment necessary for the movement of people or goods including, but not limited to, any road, bridge, tunnel, overpass, ferry, mass transit facility, vehicle parking facility, port facility or similar commercial facility used for the movement of people or goods, together with any buildings, structures, parking areas, appurtenances, and other property needed to operate such facility; however, a commercial or retail use or enterprise not essential to the movement of people or goods shall not be considered a transportation facility.~~

TRAVELED WAY

—The portion of a street~~Street~~ or highway ordinarily used for vehicular travel, exclusive of the shoulder.

§ 95-2. Execution of orders.

A. It shall be the duty of the Director ~~and Complete Streets Coordinator to collaborate on the development, to execute executione, causation fore to be executed,~~ and supervision ~~of the execution~~ of all orders of the Common Council for the design, construction, maintenance and repair of all ~~publie~~ works-Transportation Facilities not ordered to be supervised by other officers or persons.

(1) ~~The Complete Streets Coordinator shall be responsible for the form, classification, use, and function of the Mobility System and related Transportation Facilities, including all "above-the-street ground" infrastructure that includes but is not limited to driveways; pedestrian,~~

bicycle, and parking facilities; and all associated striping, signals, and the like.

(2) The Director shall be responsible for leading the design and overseeing the function, construction, and maintenance of the City's "below-the-ground" infrastructure, including but not limited to: utility, sanitary, storm, and wastewater systems.

(3) The Director shall be responsible for the maintenance of the City's "above-the-ground" infrastructure, including but not limited to driveways, pedestrian, bicycle, and parking facilities; and all associated striping, signals, and the like.

B. It shall be the duty of the Director to develop, execute, ~~cause to be executed~~, and supervise the execution of all orders of the Common Council for the design, construction, maintenance and repair of all other public works not ordered to be supervised by other officers or persons.

A. —

~~B.C.~~ The Director is hereby authorized to superintend and take such action as ~~they deem~~ ~~he deems~~ necessary to secure the timely completion of all repairs upon ~~streets~~Streets, highways, ~~sidewalks~~Sidewalks and their appurtenances and all public improvements within the limits of the ~~streets~~Streets, highways, ~~sidewalks~~Sidewalks, thoroughfares and public grounds of the City.

§ 95-3. Removal of obstructions and nuisances.

A. The Director is hereby authorized to take such action as ~~he deem~~ ~~they deem~~ necessary to ensure that all public grounds, ~~streets~~Streets, highways, ~~sidewalks~~Sidewalks, and other thoroughfares in the City are, to the extent reasonably possible, clear of obstructions and nuisances and free from danger to persons or property.

~~B.~~ The Director is hereby authorized to take such action as ~~they deem~~ ~~he deems~~ necessary to ensure that all filth, encroachments, encumbrances and obstructions upon the ~~streets~~Streets, ~~sidewalks~~Sidewalks, highways, public grounds and thoroughfares are, to the extent reasonably possible, removed in a timely manner.

~~B.C.~~ The Director is also authorized to take such action, ~~in collaboration with the Complete Streets Coordinator~~, as is deemed necessary to ensure that all persons act in strict conformance with and obedience to the provisions of this ~~Code Article~~ and other rules and regulations relative to the use of the ~~streets~~Streets, thoroughfares, highways, ~~sidewalks~~Sidewalks and public grounds in the City.

~~C.D.~~ No owner or occupant of land shall drain or pump any water from such land onto any public highway or ~~sidewalk~~Sidewalk, or into the gutter thereof, unless there has previously been an emergency declared by the City which remains in effect, which may cause damage to the highway or ~~sidewalk~~Sidewalk, or create an unsafe condition, specifically, but not limited to, an icing condition, as determined by the Director.

~~D.E.~~ Any owner or occupant found in violation of this section shall be ordered to cease and desist such action by the Director or be subject to a fine in an amount established in accordance with § 90-4, Approval of rates and fees.

~~E.F.~~ If the owner/occupant fails to acknowledge or respond to the Director's notification, the violation continues beyond the time designated for correction, or the property owner/occupant so requests the Director may order work done to terminate the violation and request the Corporation Counsel to place a lien on the property for the amount incurred to correct the violation, plus fines.

~~F.G.~~ Any property owner whose property has been lienied pursuant to § 95-3E may elect to pay the assessment of the costs relative to the City's ~~sidewalk~~Sidewalk work, in full, within 60 days of the lien filing; the property owner may alternatively request that the assessment of costs relative to the

~~sidewalk~~Sidewalk work be paid over a ten-year period. All such charges will be treated as a property assessment and shall be billed in the name of the record owner of the property. If the property owner elects to pay over a ten-year period, such assessment shall be subject to interest as calculated in § 103-21.

§ 95-4. Cleanliness of sidewalks.

It shall be the duty of all owners, occupants and persons in charge of buildings and the duty of all owners and persons in charge of vacant lots to keep the ~~sidewalks~~Sidewalks adjacent to such premises clean and free of paper, dirt, debris, filth or other foreign matter. It shall be unlawful for any person to sweep or otherwise transfer such paper, dirt, debris, filth or foreign matter into the gutter, ~~street~~Street or highway.

§ 95-5. Littering prohibited. [Amended 10-22-2019]

- A. No person shall throw, cast, place or discard any paper, dirt, debris, filth or other foreign matter on the ~~sidewalks~~Sidewalks, gutters, ~~streets~~Streets, highways or public places of the City. Violation of this section shall be subject to a fine established in accordance with the provisions of § 90-4, Approval of rates and fees. The Chief of Economic and Community Development, the Chief Building Official, or their respective designees shall enforce § 95-5.
- B. In case of the failure or neglect of the person to correct the actions identified in Subsection A following a fine pursuant to § 90-4, Approval of rates and fees, the Chief of Economic and Community Development, the Chief Building Official, or their respective designees may cause the same to be done, and the expenses thereof shall be collectible from the person.

§ 95-6. Covering of transportation vehicles.

No person shall use any vehicle for hauling paper, dirt, debris, filth, rock, refuse or other matter unless such vehicle is so constructed or covered so as to prevent the falling or scattering of any part of such load while passing over the ~~streets~~Streets, highways and public places of the City.

§ 95-7. Grass and weeds. [Amended 10-22-2019]

- A. Whenever a ~~sidewalk~~Sidewalk has been constructed or shall hereafter be constructed within the limits of the City, it shall be the duty of the owner of any land or building fronting upon such ~~sidewalk~~Sidewalk to keep the grass or weeds properly cut or removed from the margin of such ~~sidewalks~~Sidewalks in front of the premises owned by ~~them~~him/her, including any and all portions lying within the public right-of-way. The Chief of Economic and Community Development, the Chief Building Official, or their respective designees shall enforce § 95-7.
- B. In case of the failure or neglect of the owner to correct the actions identified in Subsection A ~~following~~following a fine pursuant to § 90-4, Approval of rates and fees, the Chief of Economic and Community Development, the Chief Building Official, or their respective designees may cause the same to be done, and the expenses thereof shall be collectible ~~from~~from the owner.

§ 95-8. Sidewalk and footpath inspections.

The Director is authorized to inspect all ~~sidewalks~~Sidewalks and ~~footpaths~~Footpaths within the limits of the City on a periodic basis and make reports to the Common Council at the end of each fiscal year, and is further authorized to initiate appropriate compliance and/or maintenance and repair activities on those ~~sidewalks~~Sidewalks or ~~footpaths~~Footpaths which the Director finds not to be in good order and repair that are under the City's ~~of Norwalk's~~ jurisdiction.

§ 95-9. Sidewalk repair.

A. If any person, after having been notified in writing by the Director to repair properly any portion of a ~~sidewalk~~Sidewalk, adjoining his ~~property~~property which shall have become irregular and uneven, shall refuse or neglect to do so to the satisfaction of the Director within the time limit contained in such notice, such person shall be deemed guilty of a violation and shall be fined an amount established in accordance with the provisions of § 90-4, Approval of rates and fees. Each twenty-four-hour period after the expiration of the time limit contained in such notice shall constitute a separate and distinct offense. All such repairs shall be in conformance with the ~~City of Norwalk's Department of Public Works Roadway Standards Complete Streets Design Guide, and Standard accompany design guidance, as define, amended, and supplemented in the Guide.~~

~~A. Specifications, as it may be amended and supplemented.~~

B. Any member of the Common Council or any City board or agency may call the Director's attention to a particular area of sidewalk~~Sidewalk~~ needing attention.

C. If the owner/occupant fails to acknowledge or respond to the Director's notification, the violation continues beyond the time designated for correction, or the property owner so requests, the Director may order work done to terminate the violation and request the Corporation Counsel to place a lien on the property for the amount incurred to correct the violation, plus fines.

D. Any property owner whose property has been lienied pursuant to § 95-9C may elect to pay the assessment of the costs relative to the City's sidewalk~~Sidewalk~~ repair, in full, within 60 days of the lien filing; the property owner may alternatively request that the assessment of costs relative to the sidewalk~~Sidewalk~~ repair be paid over a ten-year period. All such charges will be treated as a property assessment and shall be billed in the name of the record owner of the property. If the property owner elects to pay over a ten-year period, such assessment shall be subject to interest as calculated in § 103-21.

E. The Mayor, Common Council, and Board of Estimate and Taxation will allocate funds in the capital budget for the repair and additional construction of sidewalks~~Sidewalks~~ to allow conformity with this ~~article~~Article and the Complete Streets Ordinance. ~~In conjunction with any street repaving or reconstruction, the Director will first elect to replace curbs/ sidewalks as appropriate and necessary to ensure adequate drainage from the roadway. When a street is being reconstructed and at least 51% of the curb/sidewalk must be replaced to assure adequate roadway drainage, all of the curb/sidewalk may be replaced to ensure neighborhood consistency unless doing so will cause the project budget to be exceeded.~~

§ 95-10. Snow and ice removal from sidewalks and driveways. [Amended 2-27-2018; 10-22-2019]

A. The provisions of Section 7-163a of the Connecticut General Statutes are hereby adopted and are set forth in Subsections B, C and D hereof.

B. Notwithstanding the provisions of Section 13a-149 of the Connecticut General Statutes or any other general or special act, the City shall not be liable to any person for injury to person or property due to the presence of ice or snow on a public sidewalk~~Sidewalk~~ unless the City is the owner or person in possession and control of land abutting such sidewalk~~Sidewalk~~, other than land used as a highway or ~~street~~Street, provided that the City shall be liable for its affirmative acts with respect to any such sidewalk~~Sidewalk~~ under its possession and control.

C. The owner or person in possession and control of land abutting a public sidewalk~~Sidewalk~~ shall have the same duty of care with respect to the presence of ice or snow on such sidewalk~~Sidewalk~~ toward the portion of the sidewalk~~Sidewalk~~ abutting his property as the City had prior to the effective date of this ~~article~~Article and shall be liable to persons injured in person or property where a breach of said duty is the proximate cause of said injury,

D. No action to recover damages for injury to person or property caused by the presence of ice or snow on a public ~~sidewalk~~Sidewalk against a person who owns or is in possession and control of land abutting a public ~~sidewalk~~Sidewalk shall be brought but within two years from the date when the injury is first sustained.

~~E.~~ It shall be the duty of each owner and/or occupant in possession and control, jointly, of every parcel of real estate abutting a public ~~sidewalk~~Sidewalk, whether the parcel of real estate is occupied by a structure or not, to keep such ~~sidewalks~~Sidewalks free from snow and ice for the full paved width of such ~~sidewalks~~Sidewalks or, in the case of ice, by covering the same with sand, salt, chemical ice melt or other suitable material, and then renewing such treatment as often as may be necessary to keep such ~~sidewalk~~Sidewalk safe and convenient.

~~E.~~
F. In case of the failure or neglect of the owner or occupant in possession and control of land abutting the public ~~sidewalk~~Sidewalk to comply with this section, as identified in Subsection E, the Chief of Economic and Community Development, the Chief Building Official, or their respective designees may cause the same to be done, and the expense thereof shall be collectible from the person so failing or neglecting, in an action of debt brought in the name of the City under this section. It will be presumed that the owner and/or occupant, as identified in Subsection E, has not complied with its obligations under this section if the owner and/or occupant fails to remove snow and/or ice within a reasonable period of time after such accumulation. Any person who fails or neglects to comply with this subsection shall also be liable for a penalty or fine in an amount established in accordance with § 90-4 of the Norwalk City Code, Approval of rates and fees.

G. No person, firm or private corporation shall deposit, throw, place or strew, nor shall any person, firm, or private corporation cause to be deposited, thrown, placed or strewn, any snow or ice upon any ~~streets~~Streets, avenues, roadways, highways or ~~sidewalks~~Sidewalks within the City. Any person, firm or private corporation who violates this subsection shall also be liable for a penalty or fine in an amount established in accordance with § 90-4 of the Norwalk City Code, Approval of rates and fees.

§ 95-11. Driveways.

~~The Director is hereby authorized to control the size, location and geometry of all driveways within the right-of-way in order to provide, to the extent reasonably possible, safe and efficient access to property. All driveways shall be designed and constructed in accordance with this ~~article~~Article and the ~~City of Norwalk's Complete Streets Design Guide-Department of Public Works Roadway Standards, as amended and supplemented.~~~~

§ 95-12. Driveway permits.

A. No person shall construct, reconstruct or relocate a driveway in the City without a permit issued by the Director. A permit to construct a driveway shall be obtained in accordance with the provisions of Chapter 96, Excavations and Encroachments in Public Streets and Grounds.

B. Application for a permit shall be made on a form furnished by the Director. A permit and inspection fee as established in accordance with the provisions of § 90-4, Approval of rates and fees, shall be paid to the Director at the time the application is filed.

C. Before issuing a permit, the Director shall review the permit application to assess whether the proposed work complies with the requirements set forth within the ~~City of Norwalk's Complete Streets Design Guide-Department of Public Works Roadway Standards, as amended and supplemented.~~

D. Any driveway, access road, approach road or improvement constructed under permit, located in whole or in part within the public right-of-way, shall be subject to inspection at any time by the City. The

right is reserved by the ~~Director~~ Director and the Complete Streets Coordinator to require changes, additions and relocations thereto as, in ~~their~~his opinion, may be necessary from time to time for the relocation, reconstruction, widening or maintenance of the roadway or to provide protection to life and property on or adjacent to the roadway.

§ 95-13. Effect of street construction on driveways.

The widening, repair, maintenance or relocation of any City ~~street~~Street or roadway by the City shall not be construed as causing any driveway ~~to~~ be in violation of this ~~article~~Article.

§ 95-14. City obligation for private driveways.

Nothing in this ~~article~~Article shall require the City to repair or improve any private driveway nor render the City liable upon failure to make said repair or improvement, except where such repair or improvement is made necessary as a result of the widening, repairing, maintenance or relocation of a City ~~street~~Street.

§ 95-15. Existing driveways.

The provisions of this ~~article~~Article shall not apply to driveways in existence, substantially complete or being constructed under a previously issued permit at the time of adoption of this ~~article~~Article.

§ 95-16. Sidewalk and footpath reconstruction.

Every person who proposes to use any portion of a ~~sidewalk~~Sidewalk, ~~or~~Footpath, ~~trail, or off-street~~street bicycle facility for ~~or as~~ part of any private driveway shall reconstruct such portion of the ~~sidewalk~~Sidewalk or footpath in accordance with the ~~City of Norwalk Department of Public Works Roadway Standards~~Complete Streets Ordinance and Complete Streets Design Guide, ~~as amended and supplemented~~, and such requirement shall be a condition of any driveway permit issued under the provisions of this ~~article~~Article.

§ 95-17. Term of permit.

A permit to construct a driveway shall be valid for a period of one year from its date of issue. If driveway construction, reconstruction or relocation is not substantially complete within that time, the permit shall be deemed void, unless application is made to the Director for an extension. A single extension for six months may be granted under this ~~S~~section. Application for a new permit shall be made if the extension has expired and the work is not substantially complete.

§ 95-18. Noncompliance.

- A. Any person who, after having been notified in writing by the Director to comply with any provisions of this ~~article~~Article, except during the pendency of an appeal, shall refuse or neglect to do so within the time limit contained in such notice shall be deemed to be in violation of this ~~article~~Article and shall be liable to a fine established in accordance with the provisions of § 90-4, Approval of rates and fees, for each offense. Each day during which any provision of this ~~article~~Article is violated after the expiration of such time limit for compliance, which shall be no less than 15 days with respect to the construction, reconstruction or relocation of a driveway, shall constitute a separate offense. Notice shall be served by means of certified mail, return receipt requested, and shall be deemed to have been delivered one day after the date of mailing.
- B. Any driveway constructed in violation of this ~~article~~Article shall be closed immediately upon receipt of written instructions from the Director, who shall have the right to erect barriers to prohibit use of any such driveway, without providing advance written notice of such action if necessary for the preservation of public health and safety.

- C. Any person who has failed to comply with the provisions of this ~~article~~Article requiring a permit prior to the commencement of excavations and encroachments in public ~~streets~~Streets and grounds and who thereafter applies for a permit shall be charged the corrective action permit application fee rather than the standard permit application fee.
- D. Any person who receives a determination or order from the Director under this ~~article~~Article may appeal said determination or order. The notice of appeal must be received within 30 days of the determination or order. Hearing on the appeal before the Public Works Committee ~~of the Common Council, or any successor thereto (the "Public Works Committee")~~, shall take place within 35 days from the date of receipt of the notice of appeal.

§ 95-19. Responsibility for naming of streets and numbering of lots.

All matters pertaining to the naming of public ~~streets~~Streets and the numbering of lots thereon shall be referred to the Public Works Committee ~~of the Common Council~~. In connection with such matters, the Public Works Committee shall hear such persons and make such investigation as it may deem necessary and, after

obtaining the approval of the Planning ~~Commission~~ and Zoning Commission, shall report the result of such investigation, together with its recommendations as to names of public ~~streets~~Streets and numbers of lots, to the Common Council.

§ 95-20. Acceptance of report legalizes names and numbers.

Upon acceptance by the Common Council of the report and recommendations of the Public Works Committee, the names of ~~streets~~Streets and the numbers of lots as contained in such report shall thereafter be the legal names of such ~~streets~~Streets and the legal numbers of such lots, and all persons shall thereafter be deemed to have notice of the same.

§ 95-21. Street construction and acceptance.

It shall be the duty of the Director to establish a procedure for the construction and acceptance of new ~~streets~~Streets to minimize confusion as to the responsibility of those who construct new ~~streets~~Streets and as to the procedure with respect to new ~~streets~~Streets which are offered for acceptance as City ~~streets~~Streets and, as a consequence, for maintenance by the City.

§ 95-22. Streets serving more than two lots.

Any ~~street~~Street which serves or is likely to serve more than two building lots of the size permitted in the zone wherein the ~~street~~Street is located shall be constructed in conformity with City specifications and standards in effect at the time the work thereon is commenced.

§ 95-23. Construction standards.

- A. No newly constructed ~~or existing highway, road or street~~Transportation Facility, together with any curbs and ~~sidewalks~~Sidewalks adjacent thereto and the drainage systems, guardrails and ~~street~~Street signs installed in conjunction therewith, shall be laid out, altered, enlarged, changed or constructed, except in conformance with the ~~City of Norwalk's Complete Streets Ordinance and the~~ standards set forth ~~therein in the City of Norwalk and Department of Public Works Roadway Standards~~Complete Streets Guide, and the accompany design guidance, as defined, amended, and supplemented in the ~~Guide, including the Standard Specifications, as amended and supplemented, and Drainage Manual, as amended and supplemented.~~
- B. ~~Any street, highway or road or any curb, or sidewalk~~Sidewalk adjacent thereto, or any drainage system, guardrail or ~~street~~Street sign installed in conjunction therewith, that shall be in whole or in

any part or manner laid out, altered, changed or constructed, other than in accordance with the standards set forth in this ~~Section~~, in the determination of the Director, shall not be accepted as a public ~~street~~Street of the City.

C.B. ~~Any street, or section of street, determined to be in the urban (concrete) zone, as proposed by the Director in coordination with the Director of Planning and Zoning and adopted by appropriate legislative bodies, shall have its sidewalks and curbs constructed of an appropriate grade of concrete when they are either initially constructed or subsequently repaired.~~

Commented [AT1]: Addressed in the Complete Streets Design Guide.

§ 95-24. Petition for acceptance.

The owner of any street constructed in conformity with City specifications and standards in effect at the time of the filing of the petition for acceptance of such street or in effect at the time the work thereon was commenced, if work was commenced not more than two years prior to the filing of the application, may file an application for acceptance of such street as a City ~~street~~Street. Such application shall be filed with the City Clerk, who shall send copies thereof to the Director, the Director of Planning and Zoning, and ~~each of the members of the Public Works Committee of the Common Council.~~

§ 95-25. Council action prior to street acceptance.

- A. Before any new street is accepted, the Director shall review such petition and certify to the Common Council that such new street has been inspected by ~~his~~their Department and has been constructed in conformity with applicable City specifications and standards, as set forth above, and remains in satisfactory condition at the time of such certification.
- B. The Directors of the Planning ~~Commission~~ and ~~the~~ Zoning Commission shall certify to the Common Council that the subdivision wherein the street is located or which is served by such street is in compliance with all regulations of the Planning ~~Commission~~ and Zoning Commission and of ~~the Norwalk City this~~ Code applicable thereto.

§ 95-26. Restrictions on date of acceptance.

No street, the construction of which has been completed after the last day of October in any year, shall be accepted prior to the first day of April of the succeeding year.

§ 95-27. Streets within subdivisions.

- A. Before any subdivision of land receives final approval, the subdivider or developer shall notify the Planning Commission and Zoning Commission, in writing, whether or not the new streets to be constructed within the subdivision are to be offered for acceptance as City ~~streets~~Streets.
- B. If any street is not to be offered for acceptance and is to be retained as a private street, then, before final approval of the subdivision, the owner of the property shall deliver to the Planning ~~Commission~~ and Zoning Commission for filing in the land records at the owner's expense a signed stipulation approved by the Corporation Counsel wherein the owner agrees that the owner will incorporate in any deed conveying an interest in property abutting on any street to be retained as a private street a statement that such street is a private street and that the owner does not intend to offer it for acceptance as a City ~~street~~Street, although the owner may reserve the right to do so.
- C. Such stipulation having been delivered to the Planning ~~Commission~~ and Zoning Commission and the streets having been constructed in accordance with the City specifications and standards above mentioned to the satisfaction of the Director and of the Planning ~~Commission~~ and Zoning Commission, any bond given to the City for faithful performance of the construction of such private street may be released by the Planning Commission and Zoning Commission.

§ 95-28. Release of bonds.

Any bond given to the City for faithful performance and compliance with the ~~aforementioned-Complete Streets Design Guide Standard-Specifications and accompany design details and specifications Roadway-Standards~~ shall be released only:

- A. Upon faithful compliance with the provisions of § 95-27, Streets within subdivisions; or
- B. Upon receipt of notice from the City Clerk that the street which is the subject of the bond has been duly accepted by the Common Council.

§ 95-29. Timetable for acceptance.

Any street constructed in conformity with the applicable City specifications and standards as set forth in § 95-23, Construction standards, shall be deemed to have been accepted as a City ~~street~~Street if final action on the petition for acceptance has not been taken by the Common Council within 75 days after the filing thereof with the City Clerk, but in computing such period of 75 days, any day falling between October 31 of any year and April 1 of the succeeding year shall be excluded.

§ 95-30. Certificates of occupancy.

No certificate of occupancy shall be granted by the Building Inspector for any dwelling built upon any street, highway or road governed by the standards set forth in § 95-23, Construction standards, until such street, highway, road, or the curb or ~~sidewalk~~Sidewalk adjacent thereto, or drainage system, guardrail or street sign installed in conjunction therewith, shall be in satisfactory and operable condition, as approved by the Director ~~and Complete Streets Coordinator~~.

§ 95-31. Conformance to standards.

The standards set forth in § 95-23, Construction standards, of this ~~article~~Article shall be followed in all new construction or major reconstruction of ~~streets~~Streets, roads and highways undertaken by ~~the Department of Public Works~~the City of Norwalk or by private contractors engaged by the City for work on ~~streets~~Streets, roads and highways.

§ 95-32. Amendments to other standards required.

The Planning ~~Commission~~ and Zoning Commission of the City ~~is~~are hereby directed to amend ~~its~~their regulations regarding ~~the matters set forth in the Complete Streets Design Guide and Road and Drainage Standards — Secondary~~ so that they conform to the standards set forth in this ~~article~~Article, as they may be amended and supplemented.

§ 95-33. Street abandonment.

It shall be the policy of the City to abandon a ~~street~~Street when, in the judgment of the Common Council, it is in the best interests of the City. In making this judgment, the Common Council shall consider the ownership of said ~~street~~Street, the amount of traffic currently using said ~~street~~Street, the economic benefits to the City of maintaining or closing said ~~street~~Street and any other factors it deems advisable.

§ 95-34. Street abandonment applications.

Applications for the abandonment of all or a portion of any City ~~street~~Street shall be made to the Public Works Committee ~~of the Common Council~~ by means of an application form submitted to the Director. The application shall include the title search indicating the current fee owners of the ~~street~~Street and adjacent land, identifying any easements, a map of said ~~street~~Street, an appraisal of any interest the City has in said ~~street~~Street and any fee required by said Committee for the cost of said application. The fee required shall

be at a rate as approved in accordance with the provisions of § 90-4, Approval of rates and fees.

§ 95-35. Procedure for street abandonment.

- A. Within 60 days of the receipt of said application, the Public Works Committee shall hold a public hearing of necessity concerning said application and shall refer the proposed abandonment to the Planning ~~Commission~~ and Zoning Commission for review as required by Section 8-24 of the Connecticut General Statutes.
- B. Notice of said public hearing shall be given ~~in the manner set forth in the Charter by publication in a newspaper of general circulation in the City~~ and by first class mail to owners of record of all real property bounding on the ~~street~~Street or portion thereof proposed for abandonment. All such notices shall be given at least seven days before the date of the hearing. Within 30 days of said hearing, the Public Works Committee and the Common Council shall make a determination as to whether it is in the best interests of the City to proceed to abandon said ~~street~~Street.
- C. In the event that the Common Council makes said determination, the Council ~~shall appoint a committee of freeholders, in accordance with the provisions of § 1-439 of the Charter, which shall assess all benefits and damages associated with said abandonment, and~~ may appoint an appraiser to determine the fair market value of the City's interest in the land.

§ 95-36. Vote on abandonment.

Within 30 days of the receipt of the reports of ~~the freeholders,~~ the Planning ~~Commission~~ and Zoning Commission and of any appraiser, the Public Works Committee shall approve or disapprove said application, determine any conditions that should attach to said abandonment, authorize the Mayor to execute a quit-claim deed, if necessary, and determine the appropriate consideration for said abandonment. Said conditions may include public easements for utilities or other purposes which may be incorporated in the deed. Such approval or disapproval shall be referred to the Common Council for its approval or disapproval, which shall act upon such referral within 30 days.

ARTICLE II
Honorary and Historic Naming of Streets
[Adopted 10-28-2014]

§ 95-37. Purpose.

The purpose of this ~~article~~Article is to establish guidelines and formalize procedures when considering the honorary or historic naming or renaming of a City-~~owned or controlled~~ streetStreet or roadway, administered under the responsibility charged to the Public Works Committee of the Common Council.

§ 95-38. Policy and considerations. [Amended 4-14-2020]

If a City streetStreet or roadway is to be named in honor of an individual, it is generally required that such individual has made a significant contribution to the community through public service and deeds, and is respected for his or her accomplishments and good conduct. Consideration shall be given to individuals who have made recent accomplishments and contributions as well as individuals with historic ties to the City. An individual shall be deceased at least one year prior to the naming unless the Common Council determines by a two-thirds-majority plus one (11 votes) that a living individual or a person who has been deceased less than one year deserves the honor. Groups should not be in a position to influence the process by funding of past or future operations of the streetStreet or roadway, and it is ultimately important for the City to avoid any perception of improper manipulation, special favor, vested interest, or endorsement of businesses, products or services.

§ 95-39. Procedure. [Amended 4-14-2020]

Naming of City streetsStreets or roadways shall proceed as follows:

- A. The proposed naming of a City streetStreet or roadway shall be placed on a Public Works regular meeting agenda for discussion and review. In the event that the streetStreet or roadway to be named is located within a City park, the proposed naming shall be placed on the Recreation, Parks and Cultural Affairs agenda for discussion and review.
- B. A public hearing is required prior to forwarding the naming request to the full Common Council for approval. The hearing shall be held at a regular meeting of the Public Works Committee, and the scheduling of said hearing shall have been approved at a previous regular meeting by a majority vote of the Committee.
- C. A two-thirds-majority (10 votes) of the Common Council is required for the approval of all honorary or historic streetStreet names, except in the case where a living individual or a person who has been deceased less than one year is the honoree, in which case a two-thirds-majority plus one (11 votes) is required.

Permit

VII.C.

DEPARTMENT OF
RECREATION & PARKSCity of Norwalk Online
125 East Ave.
Norwalk, CT 06851PHONE: (203) 854-7806
EMAIL:
recregistrationsupport@norwalkct.gov

Permit # R1867

Status Tentative

Date Nov 15, 2024 1:44 PM

Expiration Date Dec 15, 2024

Customer Name Shannon Whipple - 1376
Customer Type General Public
Mailing Address 36 Farmstead Lane
Trumbull, CT 06611Home Phone Number (203) 880-9102
Cell Phone Number (203) 943-9292
Email Address shannon@jsendurance.com

System User Internet User

Rental Fee	\$1,980.00
Discounts	\$0.00
Subtotal	\$1,980.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$1,980.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$1,980.00

Saturday 10/4 Setup 8am - 5pm

Garavel SoNo Half Marathon | 5K & Kids Fun Run

1 resource(s) 1 booking(s) Subtotal: \$1,980.00

Booking Summary

Veterans Memorial Park (Event)

Center: Veterans Memorial Park

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sun, Oct 5, 2025 8:30 AM	Sun, Oct 5, 2025 11:30 PM	1400	\$0.00
Resource level fees			\$1,980.00

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
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?	Yes
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	Yes
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?	Yes

Waivers and Information			
WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	Oct 5, 2025	Shannon Whipple	Waiver Signed by: Shannon Whipple on Nov 15, 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, its 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 thereon 7.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



Payment Schedules

Original Balance: \$1,980.00 Current Balance: \$1,980.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Oct 5, 2025	\$1,980.00	\$0.00	\$0.00	\$1,980.00

X:

X:

Date:

Date:

City of Norwalk Online

Mailing Address: 125 East Ave., Norwalk, CT

06851

Phone Number: (203) 854-7806

Email Address: recregistrationsupport@norwalkct.gov

Shannon Whipple

Customer ID: 1376

Home Phone Number: (203) 880-9102

Cell Phone Number: (203) 943-9292

Email Address: shannon@jsendurance.com

Permit

II



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

PHONE:(203) 854-7806
EMAIL:
recregistrationsupport@norwalkct.gov

Permit # R1890

Status Tentative

Date Dec 2, 2024 4:12 PM

Expiration Date Jan 1, 2025

Customer Name Josh Rosales - 3433
Customer Type General Public
Mailing Address 10 S. LaSalle Street
Suite 3500
Chicago, IL 60603

Home Phone Number (646) 370-3679
Cell Phone Number (631) 944-0469
Email Address jrosales@nmma.org

System User Internet User

Rental Fee	\$0.00
Discounts	\$0.00
Subtotal	\$0.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$0.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$0.00

Norwalk Boat Show

1 resource(s) 4 booking(s) Subtotal: \$0.00

Booking Summary

Calf Pasture Beach - Taylor Farm (Event)

Center: Calf Pasture Beach

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Thu, Sep 18, 2025 7:00 AM	Thu, Sep 18, 2025 7:00 PM	1000	\$0.00
Fri, Sep 19, 2025 7:00 AM	Fri, Sep 19, 2025 7:00 PM	3000	\$0.00
Sat, Sep 20, 2025 7:00 AM	Sat, Sep 20, 2025 7:00 PM	5500	\$0.00
Sun, Sep 21, 2025 7:00 AM	Sun, Sep 21, 2025 6:00 PM	4000	\$0.00

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.	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)	Yes
If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	Food trucks in Norwalk Cove Marina
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)	15,000+
What is the setup time?	9/18/24 - 7am
What type of event?	Boat Show - Consumer event
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	Consumer parking only
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?	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)	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?	Yes

Waivers and Information			
WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	Sep 18, 2025	Josh Rosales	Waiver Signed by: Josh Rosales on Dec 2, 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, its 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 thereon 7.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 KOVACS 125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869



X:

X:

Date:

Date:

City of Norwalk Online

Mailing Address: 125 East Ave., Norwalk, CT
06851

Phone Number: (203) 854-7806

Email Address: recregistrationsupport@norwalkct.gov

Josh Rosales

Customer ID: 3433

Mailing Address: 10 S. LaSalle Street, Suite 3500, Chicago, IL
60603

Home Phone Number: (646) 370-3679

Cell Phone Number: (631) 944-0469

Email Address: jrosales@mma.org

**AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
RACE COASTAL ENGINEERING, LLC
FOR PROFESSIONAL ENGINEERING SERVICES
FOR
REPLACEMENT OF VETERANS MEMORIAL PARK PUBLIC MARINA DOCKS
PROJECT #4154**

THIS AGREEMENT, entered into this 2nd day of December, 2021 (the "Effective Date," by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized (hereinafter referred to as the "City"), and **RACE COASTAL ENGINEERING, LLC**, a professional engineering firm licensed to practice in the State of Connecticut under the provisions of Section 20-306a of the General Statutes of the State of Connecticut, having a principal place of business at 611 Access Road, Stratford, CT 06615, acting herein by Devin J. Santa, P.E., its duly authorized President (hereinafter referred to as the "Engineer").

WITNESSETH THAT:

WHEREAS, the City has determined that it needs comprehensive professional engineering services, including structural design, preparation of construction contract bid documents, permitting, and construction administration for the replacement of the Veterans Memorial Park Public Marina Docks (hereinafter, the "Project"); and

WHEREAS, the City has selected the Engineer based on the Engineer's representations that it is qualified and capable of performing the necessary services in a professional and timely manner, in order to meet the City's needs and requirements; and

WHEREAS, the Engineer has agreed to perform the required professional services in accordance with the terms set forth herein, in a diligent, professional and timely manner.

NOW, THEREFORE, the City and the Engineer, for the consideration and based on the terms and conditions of this Agreement, hereby agree as follows:

Article 1. Employment of the Engineer

101. Based on the representations set forth in the Engineer's Proposal dated September 14, 2021, a copy of which is annexed hereto and incorporated herein as **Exhibit 2** (the "Engineer's Proposal"), the City hereby engages the Engineer and the Engineer hereby agrees to perform the Services hereinafter set forth in Article 2. The principal in charge of the Services to be performed hereunder by the Engineer pursuant to this Agreement shall

be Devin J. Santa, P.E., President, or such other qualified person designated by the Engineer in writing and approved by the City.

102. The Norwalk Chief of Operations and Public Works, Anthony R. Carr, PE, or his designated representative (hereinafter, the "Director"), will oversee the performance of the Project under this Agreement on behalf of the City.

103. A. The City intends to secure the personal services of the Engineer's duly authorized and competent employees, acceptable to the City. Failure of the Engineer for any reason to make such employees available to the extent necessary to complete the Project in compliance with this Agreement in a reasonably skillful, professional, and prompt manner shall be cause for termination of this Agreement. All persons engaged in the services required under this Agreement shall either themselves be properly authorized, licensed, and permitted under State law to perform such services or shall be directly supervised by such an individual as set forth in Chapter 391 of the Connecticut General Statutes.

B. The Engineer shall not subcontract any of the services to be performed by it under this Agreement without the express, prior written approval of the Director, which approval shall not be unreasonably withheld.

C. In the event that the City approves of the hiring of subcontractors or subconsultants to perform services related to the Project, the Engineer shall cooperate as fully as possible with the City in the interests of the Project; shall be fully responsible to the City for the acts and omissions of Engineer's subcontractors and subconsultants as it is for the acts and omissions of its direct employees; and shall require each Engineer subcontractor to agree in writing to observe and be bound by all obligations and conditions of this Agreement to which the Engineer is bound.

Article 2. Scope of Services

201. A. The scope of the Services to be performed by the Engineer under this Agreement (the "Services") are described in the City's Request for Proposal dated August 27, 2021, and Addendum No. 1 dated September 13, 2021, copies of which are attached hereto as **Exhibits 1 and 1-A** respectively (hereinafter referred to collectively as the "Request for Proposal").

B. The Engineer shall not commence performance of any such Services, nor shall it incur any charges in connection therewith, until such time as it receives written authorization from the Director to do so. Upon receipt of such notice to proceed, the Engineer shall immediately commence its performance and diligently perform same in order to complete the Project in accordance with a schedule approved by the City.

C. The City may, from time to time, request changes in the Services to be performed by the Engineer hereunder. Any such change, including any increase or decrease in the Services to be performed and the corresponding amount of compensation

to be paid therefor shall be mutually agreed upon by and between the City and the Engineer, and shall be incorporated in a written amendment to this Agreement signed by both parties.

202. The Engineer covenants and agrees that it will perform its Services under this Agreement in accordance with the generally prevailing standards of care and practices of its profession. The Engineer assumes full and complete responsibility for the accuracy of all products of its Services and that of any Engineer's subconsultants utilized under this Agreement. It shall so indicate this by having the signature and the Connecticut Professional Engineer's Seal of each engineer used to perform Services hereunder affixed on the title sheet(s) of all plans and/or documents.

203. In performing the Services required under this Agreement, all documents submitted by the Engineer in connection with the Project shall conform to all applicable provisions of Federal, State and local laws and regulations, especially those requirements implemented and enforced by governing bodies having authority over the Project.

204. In performing the Services, the Engineer shall meet with staff representatives of the Department as often as reasonably necessary and shall also be available upon request to meet and consult with members and staff of various departments of the City, and with other persons or entities, including representatives of the utility companies, and Federal and/or State officials.

205. Unless otherwise specified in the Agreement, all written materials required to be submitted under this Agreement shall be submitted in one (1) copy. With respect to full-size plans and drawings, the Engineer shall submit one (1) signed and sealed black line print thereof sealed and with original Engineer's signature. In addition, the Engineer shall provide all documents, both written and drawings, in electronic format.

206. All of the materials prepared by the Engineer under this Agreement, including any partially completed documents, shall be sole and exclusive property of the City. The Engineer shall label all drawings and documents accordingly. The City shall use materials prepared by the Engineer under this Agreement solely for the purpose of bidding and construction for the Project. The Engineer, only upon prior written approval by the City, may publish materials prepared under this Agreement.

207. The Engineer agrees that it shall preserve all of its records and accounts concerning the performance and implementation of this Agreement for a period of eight (8) years after final payment is made under this Agreement. If any litigation, claim or audit, directly or indirectly pertaining to the Project or the Engineer's Services in connection therewith, is started before the expiration of the eight (8) year period, the records shall be retained until all litigations, claims or audit findings involving the records have been finally resolved.

208. Additional Services

Additional Services set forth in the Engineer's Proposal or any other additional services beyond those described in paragraph 201 of this Agreement shall be performed by the Engineer only with the prior written authorization of the Director and pursuant to a written Amendment to this Agreement signed by the parties hereto. The City shall not be liable to the Engineer for the cost of any Additional Services if such Additional Services are performed outside of or without a signed Amendment.

The Engineer agrees that, should the scope of the Services be reduced, such reduction will be reflected in a commensurate reduction of the amount of compensation paid to the Engineer hereunder.

Article 3. City's Responsibilities

301. The City shall provide the Engineer with all information in its possession regarding requirements for the Project; shall use commercially reasonable efforts to obtain such other information as may be needed by the Engineer to perform the Services required under this Agreement; and shall assist the Engineer in obtaining any other information necessary for the Project. However, the City shall not be responsible for and shall not warrant the accuracy or content of any of the information or data which it assists the Engineer in obtaining and which was not otherwise within the City's possession. The Engineer shall be responsible at its own expense to make all reasonable and necessary field inspections and to perform such other tasks needed to verify all information provided or obtained by the City and shall make no claim against the City for any alleged damages arising out of the information or data provided or obtained by the City.

Article 4. Time Provisions

401. This Agreement shall commence upon its execution and shall remain in full force and effect unless earlier terminated, until the completion of the Services by the Engineer and acceptance of the same by the City. The Services shall be completed no later than one year after the Effective Date.

402. The City may, by a signed written statement, extend the time for performance of the Services hereunder beyond the period stipulated above when the Engineer has been delayed for reasons beyond its control.

Article 5. Compensation

501. The City shall compensate the Engineer for the satisfactory performance of the professional Services described in Article 2 the total amount of **NINETY FIVE THOUSAND EIGHT HUNDRED NINETY-EIGHT DOLLARS AND 00/100 CENTS (\$95,898.00)** which shall be inclusive of any reimbursable expenses. The maximum amount will not be revised unless there is a substantial change in the scope or character

of the work to be performed by the Engineer which would justify a revision of this figure and such change is set out in a signed, written amendment to this Agreement.

Article 6. Method of Compensation

601. Notwithstanding anything to the contrary contained in the Engineer's Proposal, for the Services performed under this Agreement, the City shall pay the Engineer on the basis of an itemized invoice, certified by a principal of the Engineer, setting forth the Services performed, the percentage of completion of the Project that has been accomplished by the Services covered by the invoice, and the compensation due the Engineer based upon the calculation of payment set forth in Section 501. The City may, prior to making any payment under this Section, require the Engineer to submit such additional information as is reasonable.

602. After completion of all components of the Project, the Engineer shall submit an invoice for one hundred percent (100%) completion of engineering Services under this Agreement. Compensation previously paid shall be adjusted to reflect additions or deductions based upon final accounting of all invoices for work performed in accordance with the provisions of Section 501. Payment of such adjustments shall not be deemed to require an amendment to this Agreement, with the one exception that the maximum payment specified in Section 501 shall not be exceeded without an amendment to this Agreement. Acceptance by the Engineer of final payment for the Services performed under this Agreement shall constitute a full and complete release of the City, its officers and agents, of all claims, demands and liabilities to the Engineer related to this Agreement.

Article 7. Insurance

701. The Engineer agrees to obtain at its own cost and expense all insurance required by the Insurance Rider, a copy of which is attached hereto and made a part of this Agreement as **Exhibit 3**, and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the Engineer's responsibilities hereunder. Before commencing the Services, the Engineer shall furnish to the City a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Each insurance policy shall be endorsed to name the City of Norwalk as an additional insured on a primary and noncontributory basis and shall provide that the insurance company providing coverage shall notify the City by certified mail at least thirty (30) days prior to the effective termination of the policy or policies providing coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

All insurance shall be taken out and maintained at no cost or expense to the City and the Engineer shall be responsible for the full amount of any deductible.

Failure of the Engineer to maintain insurance coverage in accordance with the terms of the Agreement shall constitute a violation of the Agreement and shall subject the Engineer to liquidated damages in the amount of ten percent (10%) of the total contract price, subject to the continued commercial availability of such insurance.

Article 8. Indemnification

801. The Engineer expressly agrees that it shall at all times indemnify, defend and save harmless the City and its respective officers, agents and employees, from and against any and all demands; claims; damages; losses; litigation; financial costs and expenses, including counsel's fees; and compensation related to personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggrievement directly or indirectly arising from related to or connected with the breach of this Agreement or the negligent, wanton or willful acts or omissions of the Engineer, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them in the performance of this Agreement. The Engineer shall and does hereby assume and agree to pay for the defense of all such aforementioned claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Agreement; shall be separate and independent of any other provision or requirement of this Agreement; and shall not be limited by reason of any insurance coverage provided hereunder. The City may withhold from any payment due or to become due to the Engineer an amount sufficient in its judgment to protect and indemnify the City, its officers, agents, servants and employees from and against any and all such claims and liabilities described above.

The Engineer's duties under this section shall remain in effect and binding in accordance with the terms and conditions of this Agreement and any extension thereof, without being lessened or compromised in any way, even where the Engineer and the Engineer is alleged or found to have merely contributed in part to the actions or omissions giving rise to the claims and/or where the City is alleged or is found to have contributed to the actions or omissions giving rise to the claims.

Nothing in this provision, or elsewhere in this Agreement, shall be deemed to relieve the Engineer of its duty to defend the City or any Indemnified Party, as specified in this Contract, pending a determination of the respective liabilities of the Engineer, the City, or any Indemnified Party, by legal proceeding or agreement.

In furtherance to but not in limitation of the indemnity provisions in this Agreement, Engineer hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless the City as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers' compensation laws.

Article 9. General Provisions

901. The City may at any time, and for any reason, direct the suspension of the Services

contemplated under this Agreement. Such direction shall be in writing and shall specify the period during which the Services shall be suspended. The Services shall be resumed on the dates specified in such direction, or upon such other date as the City may thereafter specify in writing. The period during which such Services are suspended shall be deemed added to the time for performance. In the event that the City directs the suspension of the Services hereunder for a period of time in excess of one (1) year, through no fault of the Engineer, the parties may negotiate an adjustment in the fees payable hereunder due to a rise in the cost of performance. Suspension of Services under this Article shall not give rise to any claim against the City.

902. The City may at any time and for any reason terminate this Agreement for convenience by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, Services shall be paid for in such amount as shall compensate the Engineer for the portion of the Services satisfactorily performed prior to termination. Such compensation shall not however, include unabsorbed home office overhead or lost profits. The Engineer's compensation upon a termination for convenience shall be fixed by the City after consultation with the Engineer, and shall be subject to audit by the City's Comptroller. Termination under this section shall not give rise to any claim against the City for damages or for compensation in addition to that provided hereunder.

903. In the event the Director determines that there has been a material breach by the Engineer of any of the terms of the Agreement, or that the Engineer refuses or has failed to perform the required Services or any part thereof in a timely, professional and diligent manner as will ensure its completion in accordance with the requirements hereof, the City has the right, power and authority to terminate this Agreement for cause upon providing the Engineer five (5) days written notice. By the terms of this Agreement, the City may, but is not obligated to, provide the Engineer with a reasonable opportunity to cure the breach before the termination becomes effective. In the event the City terminates the Agreement for cause, the Engineer shall be obligated to pay the City for any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred thereby.

For the purpose of completing the Project, the City may, for itself or for any of its Engineers, take possession of and use or cause to be used any and all documents, plans and specifications or other items that may have been used or drawn up in connection with the performance of this Agreement. This right is in addition to any other right or remedy the City may otherwise have.

In the event of a termination for cause, all costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the City under this Agreement shall be charged to the Engineer and deducted and/or paid by the City out of any monies due or payable or to become due or payable under this Agreement to the Engineer. If any such costs exceed the sum due or to become due to the Engineer, then, upon demand, the Engineer shall pay the excess amount to the City. In computing the amounts chargeable to the Engineer, the City shall not be held to a basis of the lowest prices for which the completion of the Services or any part thereof, but it shall charge to the Engineer, and the

Engineer shall be liable for all sums actually paid and expenses actually incurred in affecting prompt completion of the Project hereunder. The City's rights described herein are in addition to any other rights and remedies provided by law.

Termination under this section shall not give rise to any claim against the City for damages or compensation in addition to that provided hereunder.

904. When the City shall have reasonable grounds for believing that:

A. The Engineer will be unable to perform the Services required under this Agreement fully, professionally, and satisfactorily within the time fixed for performance; or

B. A meritorious claim exists or will exist against the Engineer or the City arising out of the negligent, willful or wanton acts, errors or omissions of the Engineer, its agents, servants or employees, or the Engineer's breach of any provision of this Agreement then the City may withhold payment of any amount otherwise due and payable to the Engineer hereunder. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss and may, after written notice to the Engineer, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right against the City or claim against the City by reason of the City's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

905. Engineer shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of this Agreement, against any such agent, officer or employee individually. Such claims may be made against the City.

906. No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk. The Engineer covenants that no person having any such interest shall be employed in the performance of this Agreement.

907. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

908. The Engineer shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Agreement or the Services to be performed hereunder, and shall commit no trespass on any private property in performing any of the Services required by this Agreement.

909. During the performance of this Agreement, the Engineer agrees not to discriminate nor to permit any discrimination against any employee or applicant for employment because of race, color, religion, age, sex, gender identity or expression, marital status, national origin, sexual orientation, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability including, but not limited to blindness, unless it is proven that the disability or characteristic prevents proper performance of the work involved.

910. This Agreement and its Exhibits constitute the entire understanding and agreement of the parties respecting the subject hereof and supersede any and all agreements, negotiations, commitments and writings reached by the parties prior to the execution of this Agreement, whether oral or written. No change or modification of this Agreement shall be valid unless it is in writing and signed by both parties hereto.

911. In case of conflict between the terms of this Agreement and the terms or requirements of documents mentioned herein, including, but not limited to Engineer's Proposal, the stipulations contained in this Agreement shall govern.

912. Each and every provision and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then, upon the written consent of the parties, this Agreement shall forthwith be physically amended to make such insertion.

913. The City and the Engineer each binds itself and its successors and assigns to the other party and to such party's successors and assigns with respect to all covenants of this Agreement. The Engineer shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

914. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

915. The Engineer warrants that it has no interest in the Project which is the subject matter of this Agreement and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services and duties hereunder. The Engineer further warrants that, in the performance of this Agreement, no person having any such interest shall be employed by it.

The Engineer represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Engineer to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Engineer) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. The Engineer

represents that no person or persons not named in the Engineer's qualification and proposal, have any financial or personal interest in the Engineer's performance hereunder.

For the breach or violation of this provision, without limiting any other rights or remedies to which the City may be entitled or any civil or criminal penalty to which any violator may be liable, the City shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the payments to be made pursuant to this Agreement, or otherwise to recover the full amount of such fee, commission, percentage, gift or consideration.

916. All notices of any nature referred to in this Agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the City: Anthony R. Carr, P.E.
Chief of Operations and Public Works
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

With a copy to: Office of Corporation Counsel
City of Norwalk
125 East Avenue, Room 237
P.O. Box 5125
Norwalk, CT 06856-5125

With a copy to: Finance Department
(For insurance purposes) City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, CT 06851-5125
(Attn.: Risk Manager)

To the Engineer: Devin Santa, P.E., and President
RACE Coastal Engineering, LLC
611 Access Road
Stratford, CT 06615

917. The Engineer represents to the City as follows:

A. That it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder on behalf of the Engineer; and

B. That this Agreement is duly executed and delivered by a duly authorized representative, in accordance with such duly authorized representative's powers to bind the Engineer hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

918. The City's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the City are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The City reserves the right at its discretion, but does not assume the obligation to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the performance of Services for the City. By reserving this right the City does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.

919. Electronic Signature

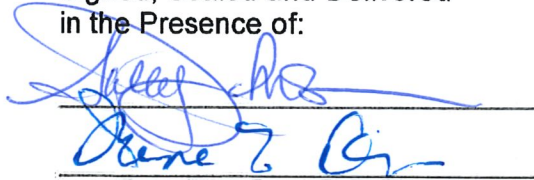
This Agreement may be executed and delivered via facsimile or electronic mail by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered via facsimile or electronically as if the original had been received.

By signing this Agreement the Engineer hereby certifies to the City of Norwalk that it is in compliance with all applicable regulations and laws governing employment practices.

[SIGNATURES ON FOLLOWING PAGE]

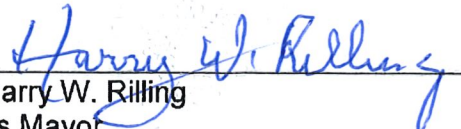
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:



Anne Z. Gr.

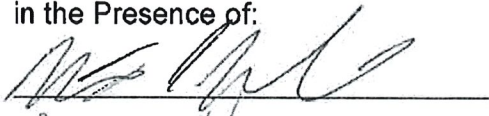
CITY OF NORWALK

By: 

Harry W. Rilling
Its Mayor
Duly Authorized

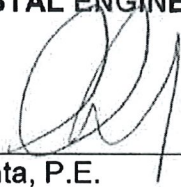
Date Signed: 12/2/2021

Signed, Sealed and Delivered
in the Presence of:



Anne Hannon

RACE COASTAL ENGINEERING, LLC

By: 

Devin Santa, P.E.
Its President
Duly Authorized

Date Signed: November 30, 2021

**APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL**

By: 

**APPROVED AS TO
AVAILABILITY OF FUNDS:**

By: 

Comptroller/Assistant Comptroller

Date Signed: 12-2-2021

TV

Permit

DEPARTMENT OF
RECREATION & PARKS

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

PHONE:(203) 854-7806
EMAIL:
recregistrationsupport@norwalkct.gov

Permit # **R1896**

Status Tentative

Date Dec 3, 2024 5:02 PM

Expiration Date Jan 2, 2025

Customer Name Jim Gerweck - 3284
Customer Type General Public
Mailing Address 156 FELLOW ST
NORWALK, CT 06850

Home Phone Number (203) 838-2748
Cell Phone Number (203) 858-5449
Email Address jimrg156@gmail.com

System User Internet User

Rental Fee	\$770.00
Discounts	\$0.00
Subtotal	\$770.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$770.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$770.00

Boston Buildup 10K

2 resource(s) 2 booking(s) Subtotal: \$770.00

Booking Summary

Roton Middle School - Field 2 (Field Rental)

Center: Roton Middle School

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sun, Jan 5, 2025 8:00 AM	Sun, Jan 5, 2025 11:00 AM	150	\$385.00

Silvermine Elementary School - Field 1 (Field Rental)

Center: Silvermine Elementary School

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sun, Mar 2, 2025 8:00 AM	Sun, Mar 2, 2025 11:00 AM	150	\$0.00

Resource level fees

\$385.00

Custom Questions

QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	Yes
Do you have a 2nd date in mind or a rain date	Yes
Field Requested- Type in your selected facility/field.	Not using field - Parking lot only

Is there a 2nd date in mind or a rain date or location?	Sun., Jan 12 and Sun., March 9
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	No

Payment Schedules		Original Balance: \$770.00		Current Balance: \$770.00	
DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE	
Dec 4, 2024	\$385.00	\$0.00	\$0.00	\$385.00	
Jan 4, 2025	\$385.00	\$0.00	\$0.00	\$385.00	

X: _____

X: _____

Date: _____

Date: _____

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

Jim Gerweck
Customer ID: 3284
Home Phone Number: (203) 838-2748
Cell Phone Number: (203) 858-5449
Email Address: jimg156@gmail.com

PERSONAL SERVICE AGREEMENT / GRANT / CONTRACT
Rev. 07/01/2024 (DEEP Electronic Format)

South Norwalk 'Pavement to Micro-Forest'
Urban Resiliency Project

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION
CHECK ONE:

☒ GRANT
☐ PERSONAL SERVICE AGREEMENT

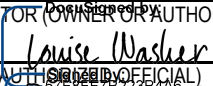
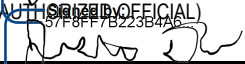
1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ☒ ORIGINAL ☐ AMENDMENT	(2) IDENTIFICATION #s. P.S. 2024-291 P.O.
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CONTRACTOR	(3) CONTRACTOR NAME Norwalk River Watershed Association, Inc.		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ NO	
	CONTRACTOR ADDRESS 280 Silvermine Avenue, Norwalk, CT 06850		CONTRACTOR FEIN/SSN 06-1483326	
STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Bureau of Natural Resources, 79 Elm Street, Hartford, CT 06106-5127			(6) Dept No. DEP43000
CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO) 06/29/2026	(8) INDICATE ☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. _____ ☒ NEITHER	
	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof. Appendix A consists of 8 pages numbered A-1 through A-8 inclusive. Standard Terms and Conditions are contained in Pages 2 through 17 and are attached hereto and made a part hereof.			
COMPLETE DESCRIPTION OF SERVICE	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Cost and Schedule of Payments is attached hereto as Appendix B and made a part hereof. (Appendix B consists of 1 page numbered B-1. Total Payments Not to Exceed the Maximum Amount of \$150,000.00.			

(11) OBLIGATED AMOUNT \$150,000.00										
(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$150,000.00	DEP44165	12060	23224	65099	DEPA00002011221	155203				55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.) CGS Sec. 23-20 & CGS 23-27	
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) 	TITLE Louise Washer, President of the Board of Directors	DATE 9/20/2024
(25) AGENCY (AUTHORIZED OFFICIAL) 	TITLE Justin Davis, Bureau Chief	DATE 9/20/2024
(26) ATTORNEY GENERAL (APPROVED AS TO FORM) D8C684147DD143B... Jeffrey Zeman	Digitally signed by Jeffrey Zeman Date: 2024.09.26 16:01:23 -04'00'	

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: _____

STANDARD TERMS AND CONDITIONS

(Rev.7/01/24)

1. Definitions:

- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (i) Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

- (k) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
 3. 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.
 4. Termination.
 - (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which

- (f) the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- (g) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (h) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (i) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

5. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b

6. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Agency. Contractor shall provide an annual electronic update of the three documents to the Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

7. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the 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 the Contract. To the extent that this section conflicts with any other section, this section shall govern.

8. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

9. Campaign Contribution Restriction. 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 represent 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.

10. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law

11. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

12. 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.

13. Non-Discrimination.

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision,

state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f, and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual

orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
 - (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐
14. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
 15. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
 16. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
 17. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
 18. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or

assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

19. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
20. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
21. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
22. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
23. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
24. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
25. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
26. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump

the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.

27. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
28. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
29. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
30. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
32. Large State Contract Representation for Contractor Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
 - (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
 - (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.
33. Large State Contract Representation for Official or Employee of State Agency Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
34. Iran Energy Investment Certification.
- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
 - (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.
35. Access to Contract and State Data The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.
36. Compliance with Consumer Data Privacy and Online Monitoring.
Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.
37. USDA Subrecipient Agreement. This is an award of Federal financial assistance. Subrecipients to this award are subject to the United States Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov.
The following administrative provisions apply to this award:
38. Legal Authority. Contractor/Subrecipient shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
39. Principal Contacts. Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Danica Doroski, Ph.D. Urban Forestry Coordinator 79 Elm Street Hartford, CT 06106-5127 Danica.Doroski@ct.gov	DEEP – Financial Management Division Accounts Payable 79 Elm Street Hartford, CT 06106-5127

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contract
Name: Danielle Gift 271 Mast Road Durham, NH 03824 Telephone: 603-397-2658 Email: danielle.gift@usda.gov	Name: Midori Raymore 626 East Wisconsin Avenue Milwaukee, WI 53202 Telephone: 414-721-1346 Email: midori.raymore@usda.gov

40. Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants. This award is subject to the provisions contained in the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate Federal tax delinquencies. Accordingly, by entering into this award acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an award with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debaring official of the U.S. Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If fails to comply with these provisions, the Forest Service will annul this award and may recover any funds Contractor/Subrecipient has expended in violation of sections 433 and 434.
41. System For Award Management Registration Requirement (SAM). shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
42. Indirect Cost Rates. The approved indirect cost rate at the time of execution is 20% as shown in the NICRA provided by the Cooperator. As new NICRAs are agreed to between and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification. If the NICRA is for a provisional rate, shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.
43. Modifications. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60

44. days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
45. Collaborative Arrangements. Where permitted by terms of the award and Federal law, Contractor/Subrecipient may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award and shall notify DEEP of any subcontracts it intends to enter into in accordance with provision # 24 noted above.
46. Forest Service Liability To The Recipient. The United States shall not be liable to Contractor/Subrecipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by DEEP or any third party.
47. Notices. Any notice given by the Forest Service or DEEP will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
 - To the Forest Service Program Manager, at the address specified in the contract award.
 - To DEEP, at the address shown in the contract award.Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
48. Use of Forest Service Insignia. In order for Contractor/Subrecipient to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify DEEP when permission is granted.
49. Funding Equipment For State Recipients. Federal funding under this award is available for reimbursement of the State's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. States will adhere to State laws and procedures regarding purchase, use, and disposition of equipment.
50. Forest Service Acknowledged In Publications, Audiovisuals, And Electronic Media. Contractor/Subrecipient shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow directions in USDA Supplemental 2 CFR 415.2.
51. Public Notices. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. Contractor/Subrecipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments. Contractor/Subrecipient may call on Forest Service's Office of Communication for advice regarding public notices. Contractor/Subrecipient is requested to provide copies of notices or announcements to DEEP and the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.
52. Publications. Recipients shall have an acknowledgement of USDA awarding agency support placed on any publications written or published with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity. "Publication" means a published book, periodical, pamphlet, brochure, flier, or similar item. It also includes via electronic formats, including websites.
53. Federal Nondiscrimination Statement – Printed, Electronic, Or Audiovisual Material. See Appendix F of this contract award. This provision is in addition to state nondiscrimination notice provision in Contract Appendix A. Contractor/subrecipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or

(2) Fax: (833) 256-1665 or (202) 690-7442; or

(3) Email: program.intake@usda.gov.

54. Termination. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
55. Prohibition On Certain Telecommunications and Video Surveillance Services Or Equipment. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.
In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:
 - (1) procure or obtain, extend or renew a contract to procure or obtain;
 - (2) enter into a contract (or extend or renew a contract) to procure; or
 - (3) obtain the equipment, services or systems.
56. Eligible Workers. Contractor/subrecipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). Contractor/subrecipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
57. Whistleblower Notice:
Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).
41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:
 - Gross mismanagement of a Federal contract or grant;
 - A gross waste of Federal funds;
 - An abuse of authority relating to a Federal contract or grant;
 - A substantial and specific danger to public health or safety; or
 - A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:
 - A Member of Congress, or a representative of a committee of Congress;
 - The OIG;
 - The Government Accountability Office (GAO);
 - A Federal employee responsible for contract or grant oversight or management at USDA;

- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay. Federal Acquisition Regulation (FAR) Subpart 3.903, Whistleblower Protections for Contractor Employees, Policy, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline> . For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov .

APPENDIX A

SCOPE OF WORK

Purpose: Urban Forest Equity Grant Program funds are provided by the United States Department of Agriculture (USDA) to the Connecticut Department of Energy and Environmental Protection (“DEEP”) through the Inflation Reduction Act. The purpose of this Contract is for DEEP to provide funds from the Urban Forestry Grant Program to Norwalk River Watershed Association, Inc. (herein known as the “Contractor”) to conduct a tree planting project in Norwalk, Connecticut to improve urban forest health.

Description: The project (“Project”) referenced shall be titled: **South Norwalk “Pavement to Micro-Forest” Urban Resiliency Project**

1. Deliverables: Upon Contract execution the Contractor shall be responsible for the following tasks:

A. Tree Planting

1. The Contractor shall plant no fewer than one thousand (1,000) trees and shrubs in Meadow Street Park, Norwalk, CT. All trees shall be planted either in or directly adjacent to disadvantaged communities as defined in the [Climate and Economic Justice Screening Tool](#).
2. The Contractor shall inform DEEP of the tree species to be planted and obtain prior authorization from DEEP’s Urban Forestry Coordinator prior to commencement of any planting. The Contractor shall not plant any tree, shrub, or plant species that is on the State of Connecticut invasive plant list.
3. The Contractor shall follow “[Right Tree, Right Place Standards](#)” and shall make best efforts to plant [large statured shade trees](#) wherever space and public utilities allow.
4. The Contractor shall perform tree storage, planting, maintenance, and pruning must be performed in accordance with the standards set by the [Connecticut’s Tree Owner’s Manual](#). This shall include, but is not limited to: (a) providing protective measures against mechanical disturbance, such as stakes, temporary fencing, or trunk guards to newly planted trees; and (b) conducting follow-up structural pruning. The Contractor acknowledges and agrees that compliance with the Connecticut Tree Owner’s Manual shall be considered when reviewing any future Urban Forestry Grant applications by the Contractor.
5. The Contractor shall obtain written permission from the applicable landowner(s) for any trees planted on private land and for all maintenance activities to be conducted on such landowner’s property, and provide a copy of the executed instrument to DEEP’s Urban Forestry Coordinator prior to commencing work on any landowner’s property

Such written permission may be in the form of, without limitation, a license, lease, easement, authorization letter, or other appropriate site access instrument. For any trees planted on private land the Contractor's site access agreement shall include at a minimum:

- i. An allocation of the responsibilities of both the property owner and/or the municipality;
 - ii. Methods for tree care and survival; and
 - iii. The duration for which the agreement will exist.
6. All planting and/or maintenance activities to be conducted on State owned land shall be conducted in accordance with applicable State policies and coordinated with the appropriate State agency owner.
7. The Contractor agrees to develop and comply with a tree stewardship and maintenance plan for all trees planted under this Contract to ensure the long-term health of said trees. The Contractor acknowledges and agrees that the stewardship and maintenance of trees planted under this Contract shall be considered when reviewing any future Urban Forestry Grant applications by the Contractor.
8. The Contractor shall conclude all tree plantings, coordinate cleanup, and restore any area disturbed by activities related to this Project to its previous condition or better.
9. The Contractor shall share with DEEP the geolocation, species, and size of all trees planted. This data shall be submitted as an Excel or CSV file or uploaded via [DEEP's Tree Planting Survey](#). The Contractor shall review all data for accuracy to ensure final and up-to-date information prior to submission.

B. Educational Programs/Volunteer Events:

1. The Contractor shall host no fewer than two (2) library discussions focused on urban climate change vulnerability and the role of urban forests in climate resilience for residents of Norwalk, CT. Library talks shall take place in Fall of 2024 and Spring of 2025. The Contractor shall use best efforts to engage no fewer than thirty (30) participants per library discussion. There shall be no cost for the public to attend any of the foregoing library discussions.
2. The Contractor shall host no fewer than four (4) combination workshop and/or volunteer days focused on tree planting and the benefits of urban canopy for residents in Norwalk, CT. Workshops and/or volunteer days shall take place in Spring and Fall of 2025 and will engage no fewer than sixty (60) participants over the duration of the Grant. Workshop and/or volunteer days shall be advertised through social media,

bilingual flyers, and outreach through the Norwalk Library. There shall be no cost for the public to attend any of the foregoing educational workshops

3. The intent and nature of all programs and/or workshops shall be educational and geared towards increasing the public's knowledge and skills about urban forestry. The Contractor shall submit final presentations for all programs, workshops, and/or field trips to DEEP for review and approval prior to conducting such programs, workshops.
4. The Contractor shall use best efforts to host programs and/or workshops in a manner that encourages public participation. Such efforts shall include, but are not limited to, scheduling meetings at times that maximize attendance by local residents, selecting location(s) that are near public transportation, and utilizing technology to hold hybrid meetings to allow for both in-person and virtual attendees. The Contractor shall make best efforts to increase access to meetings for residents with limited English proficiency where appropriate including providing translators/interpreters if requested in advance of a publicly scheduled meeting or other accommodations.
5. The Contractor shall make public and advertise notices for public outreach meetings through e-mails, flyers, social media posts, meetings (in person, and online), press releases, legal notices, local ambassadors and community partnerships. The Contractor shall use best efforts to provide translations of outreach materials and notices where appropriate. The Contractor shall work with the Urban Forestry.
6. The Contractor shall install temporary signage at the work site, followed by no fewer than one (1) permanent sign in visible locations at project conclusion. Signs should comply with the federal and State requirements and include information about urban forests and climate resilience strategies the Contractor is using to support healthy urban forests, links to online resources, and credit to USDA Forest Service and CT DEEP Forestry. Proper use of State and Federal logos is required as described in this Contract in accordance with Section 3 below.
7. The Contractor shall submit a written report to DEEP on the number of workshops held and number of attendees at each workshop, number of field trips hosted, number of students engaged through each field trip, and the number of students engaged in after school programming.

C. Workforce Development:

1. The Contractor shall recruit or otherwise compensate no fewer than one (1) part-time Community Engagement Coordinator to implement the educational programs outlined in section B above and to conduct and organize outreach for Educational Programs and/or Volunteer Events. Training materials must be submitted to DEEP for review and approval prior to training.
2. The Contractor shall provide DEEP with the number of positions created and supported and the employment status of workforce trainees.

D. Community Outreach and Engagement [to be included in all agreements]:

1. The Contractor shall establish a communications plan, subject to DEEP review and approval, to effectively respond to any public inquiries throughout the Project duration.
2. The Contractor shall host no fewer than two (2) community celebrations to promote the project, including one (1) at opening of the project to the public, no later than October 2025, and one (1) at the one-year mark, no later than May 2026.
3. The Contractor shall host no fewer than two (2) public meetings throughout the Project duration to inform the community of the Project and solicit feedback on the scope. These meetings will include at least one (1) meeting within (3) three months of contract execution and one (1) at Project completion.
4. The Contractor shall ensure that all notices for such public outreach meeting(s) comply with all applicable local and state laws.
5. The Contractor shall make best efforts in a manner that encourages public participation. Such efforts shall include, but are not limited to, scheduling meetings at times that maximize attendance by local residents, selecting location(s) that are near public transportation, and utilizing technology to hold hybrid meetings to allow for both in-person and virtual attendees. The Contractor shall make best efforts to increase access to meetings for residents with limited English proficiency where appropriate including providing translators/interpreters if requested in advance of a publicly scheduled meeting or other accommodations.
6. The Contractor shall make public and advertise notices for public outreach meetings through e-mails, flyers, social media posts, meetings (in person, and online), press releases, legal notices, local ambassadors, bilingual flyers, and community partnerships in cooperation with the Norwalk Library. The Contractor shall use best efforts to provide translations of outreach materials and notices where appropriate. Contractor shall work with the Urban Forestry Coordinator on any questions of ability to provide meaningful participation by the limited English community affected by the Project.
7. At the conclusion of the Project, the Contractor shall submit t to DEEP a written report that details the number of community meetings/outreach events held along with the number of participants at each public meeting.

E. Other Items

1. **Workplan and Schedule:** Within thirty (30) days from execution of this Contract, DEEP and the Contractor shall collaborate and develop a written workplan and schedule for task 1.A. through task 1.D above. The workplan and schedule shall include

specific dates for completion of each task. In the event the Contractor is unable to comply with a date specified in the workplan and schedule, the Contractor shall notify DEEP as soon as practicable and provide reasons for the inability to comply with the date specified. The workplan and schedule may be modified in writing by mutual consent of both parties during the term of this Contract. The workplan and schedule shall be incorporated as part of this Contract.

2. Projects must benefit disadvantaged communities as defined by the Climate and Economic Justice Screening Tool available at:

<https://screeningtool.geoplatform.gov/en/#11.09/41.2985/-72.9292> the Contractor shall provide DEEP documentation of the work done at the census block level and/or efforts to engage disadvantaged communities.

3. Any photos shared should include a photo waiver using the form or something comparable provided in Appendix E.

4. The Contractor shall not use Grant funds for:

- i. Scientific research
- ii. Construction activities unless such activities are part of the site preparation for tree planting such as expanding or creating tree pits
- iii. Land acquisition
- iv. Payment directly to private landowners
- v. Equipment more than \$5,000
- vi. Administrative costs in excess of 20% of the total amount requested.

2. Budget: A USDA Grant in the total amount of one hundred fifty thousand dollars (\$150,000.00) was awarded to the Contractor for this Project. Allowable costs under this fund shall include all necessary personnel costs, administrative costs, technical and consulting services, purchasing of materials, and outreach materials, provided such costs are incurred after the execution of this Contract. The maximum amount payable by DEEP shall be \$150,000.00. Project costs in excess of the maximum payable amount shall not be borne by the State. There is no match requirement for this grant program.

3. Acknowledgement of Funding: Any publication/sign produced, distributed, or installed, or any publicity conducted in association with this Contract must provide credit to the Urban and Community Forestry Program as follows: "Funding provided by the USDA, Forest Service Forestry Equity Grants administered by the Connecticut Department of Energy and Environmental Protection (DEEP) and supported by the Inflation Reduction Act." For use of Forest Service Insignia, please see Standard Term no. 51 of this Contract.

4. Publication of Materials: The Contractor must obtain written approval from DEEP prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of

Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

5. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

- 6. Submission of Materials:** For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Energy and Environmental Protection
Bureau Of Natural Resource
Danica Doroski, State Forester
79 Elm Street
Hartford, CT 06106-5127

All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

DEEP – Financial Management Division
Accounts Payable
79 Elm Street
Hartford, CT 06106-5127

- 7. Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor.
- 8. Compliance with Federal Terms and Conditions.** Projects funded under this Grant shall be subject to the terms and conditions of the federal awarding agency, the USDA, Forest Service Eastern Region. Contractor agrees to comply with all terms and conditions, including the federal terms and award conditions detailed on page 7 through page 10 in the Standard Terms and Conditions Section. Contractor also agrees that any subawards it makes under this Contract shall require the subcontractor to comply with all applicable State and federal requirements for work associated with this Contract award., including the use of Appendix F. These terms and conditions are in addition to the assurances, certifications and standard terms made as a part of the Contract award.
- 9. Project Summaries:** Following Execution of this Contract, the Contractor shall provide summaries of project status to the DEEP Urban Forestry Coordinator once every three (3) months during the time in which this Contract is in effect. Such summaries shall include a brief description (1 or more pages) indicating the work completed to date and the anticipated project completion date if different from the current Contract expiration date.
- 10. Extensions/Amendments:** Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:
1. revisions to the maximum Contract payment,
 2. the total unit cost of service,
 3. the contract's objectives, services, or plan,
 4. completion of objectives or services, and

5. any other Contract revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

- 11. Final Report:** Within thirty (30) days of the expiration date of this Contract, the Contractor shall submit to the DEEP Urban Forestry Coordinator a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix

- 12. Final Financial Report:** Within thirty (30) days of the expiration date of this Contract, the Contractor shall submit a Final Financial Report to the DEEP Urban Forestry Coordinator with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. A sample format is attached as Appendix C

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is one hundred and fifty thousand dollars and zero cents (\$150,000.00).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

1. Funds shall be paid to the Contractor for the reimbursement of expenditures, contingent upon receipt by DEEP of detailed invoices with any required supportive documentation. Invoices shall be submitted not more frequently than monthly. All payments to the Contractor are subject to review and approval by the Commissioner, at her sole discretion.
2. If no reimbursement request is submitted within a six-month period, the Contractor is required to submit with its project status report the cause and what if any impact there is to the approved budget and/or Project schedule.
3. The final payment shall be reimbursed following completion of the Project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP.
4. The total sum of all payments shall not exceed the maximum contract amount noted above. Should the total Project costs be less than the amount of payments made, any remaining funds must be refunded by the Contractor to the Department of Energy and Environmental Protection through a check payable to "Treasurer-State of Connecticut" within ninety (90) days of the Contract expiration date.

APPENDIX C
SAMPLE FINAL FINANCIAL REPORT

Contractor Name: _____

PSA #: _____

DESCRIPTION	Award Costs
Salaries	
Fringe @ _____ %	
Travel	
Contractual (specify)	
Equipment	
Printing	
Materials & Supplies	
Other (specify)	
Totals	

APPENDIX D

SAMPLE PROGRESS REPORT

State of Connecticut- Department of Energy and Environmental Protection

(Progress Report)

Title of Project

Project Summary #1

Grantee/Contractor Name: Norwalk River Watershed Association, Inc.

Project Name: South Norwalk 'Pavement to Micro-Forest' Urban Resiliency Project

Contract No: 2024-291

Project ID: DEPA00002011221

Contract Value: \$150,000.00

Contract End Date: 6/29/2026

Reporting Period: Contract execution through June 29, 2026.

Supporting Narrative – Progress on Planned Activities

- 1. A brief description of work completed to date and anticipated project completion date if different from the current Contract expiration date;*

APPENDIX E
PHOTOGRAPHIC WAIVER



Connecticut Department of
Energy & Environmental Protection

Photograph/Video Authorization and Release

I, _____ do hereby authorize the Connecticut Department of Energy
(Please Print Name)

and Environmental Protection (DEEP) to use any photograph, video or likeness of

my (self / child for whom I am the legal or natural guardian) _____, for
(Please circle one) (Please Print Name)

promotion of the DEEP's activities, properties, facilities or functions in any public format, including but not limited to publication in the DEEP Website, Facebook or other social media website utilized by DEEP, brochure or other publication and/or press release. I understand that such promotion will be disseminated to the public and may be copied or otherwise reproduced. I hereby release the DEEP from any liability that may arise from the photograph, video or likeness of myself/son/daughter in such promotion, and from any liability that may arise from the dissemination of such promotion to the public or the use of the promotion by the public.

Signature

Date

Rev. 6/28/2018

APPENDIX F

COMPLYING WITH CIVIL RIGHTS

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250- 9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

If the publications or materials are too small to permit the use of the full statement, at a minimum include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

What does the Forest Service do to ensure compliance with nondiscrimination responsibilities?

The Forest Service will conduct reviews of your programs and activities on a periodic basis to ensure that they comply with civil rights laws. USDA will receive, investigate, and adjudicate claims alleging violation of civil rights laws by recipients of USDA assistance.

What Federal civil rights laws must you follow to ensure compliance?

U.S. Code	Statute	Prohibits discrimination on the basis of:
(42 U.S.C. 2000d–2000c)	Title VI of the Civil Rights Act of 1964	Race, color, or national origin (including LEP)
(20 U.S.C. 1681–1686)	Title IX of the Education Amendments of 1972	Sex (in educational programs and activities)
(42 U.S.C. 6101 et seq.)	Age Discrimination Act of 1975, as amended	Age
(29 U.S.C. 794)	Section 504 of the Rehabilitation Act of 1973, as amended	Disability



Forest Service
U.S. DEPARTMENT OF AGRICULTURE

Office of Civil Rights | FS-850 | August 2022 (revised)



"Simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes, or results in racial discrimination."

—President John F. Kennedy, 1963,
calling for the enactment of Title VI
of the Civil Rights Act

For More Information

The Forest Service is your partner in providing equal opportunity to the public. For more information, please contact your local Forest Service office.

USDA is an equal opportunity provider, employer, and lender.

Grants and Agreements

Complying With Civil Rights Requirements

Your Responsibilities as a Partner With the Forest Service

APPENDIX F

COMPLYING WITH CIVIL RIGHTS

Who is required to comply with Federal civil rights laws?

If you receive Federal funds or assistance, such as a grant or agreement, from the U.S. Department of Agriculture (USDA), Forest Service, by law you must provide equal opportunity for all people to participate in the programs and activities you offer. For example, you should not deny or exclude anyone from programs, services, aids, or benefits. Also, you must not retaliate in any manner against a person who files a complaint or opposes any unlawful or discriminatory practice. The back of this brochure shows Federal civil rights laws that apply.

This brochure provides a basic overview of your responsibilities for ensuring nondiscrimination in the delivery of your programs and activities to the public on bases covered by Federal law. These bases include race, color, national origin, sex (in educational programs or activities), age, and disability.

What are some types of Federal funding and assistance?

- Federal monies given by grants, subgrants, cooperative agreements, challenge cost-share agreements, cost-reimbursable agreements, or loans
- Training presented by a Federal agency
- Loan/temporary assignment of Federal personnel (e.g., a Forest Service employee instructing a course at a local university)
- Loan or use of Federal property at below market value

Are you a recipient of Federal funding and assistance?

You are a recipient if, through a partnership with the Forest Service, you receive Federal funding or assistance (either directly or through another recipient) to conduct a program you offer to the public.

- Any individual receiving Federal funding or assistance
- A State or local government
- American Indian or Alaska Native individual, Tribe, corporation, or organization

- Any public or private agency, institution, or organization (e.g., university, college, or nonprofit)

What are your responsibilities for complying with Federal civil rights laws?

As a partner with the Forest Service, your responsibilities for complying with Federal civil rights laws include, but are not limited to:

- Signing a nondiscrimination assurance clause certifying that you will comply with civil rights laws (SF-424B or SF-424D). If you have subrecipients, obtain a signed assurance from them. An example of a subrecipient is a local community organization receiving a subgrant from a State forestry agency.
- Displaying the "And Justice for All" USDA poster (AD-475A) in your public reception areas or other areas visible to the public. Contact your local Forest Service office to obtain copies.
- Including in any of your publications and outreach materials related to a grant or agreement project a statement of affiliation with the Forest Service, e.g., "This publication made possible through a grant from the USDA Forest Service." OR "This research was conducted in cooperation with the USDA Forest Service." OR "This research was funded by a grant from the USDA Forest Service."
- Providing program information in alternative formats for people with disabilities and in alternative languages for people with limited English proficiency (LEP), as appropriate to your customer base.
- Developing a language access plan to translate or interpret vital documents free of charge to your customers when needed or requested by local members of the public with LEP. Visit <http://www.lep.gov/lepbrochure.pdf>.
- Identifying a person to be responsible for ensuring your program is in compliance with civil rights requirements.

- Reviewing all your policies, procedures, and practices to ensure they do not limit participation on the basis of race, color, national origin, age, disability, or sex (in educational programs and activities).
- Evaluating the accessibility of your programs and facilities. If they are not now accessible, develop a transition plan for making them accessible and then carry out the plan as appropriate.
- Ensuring that your staff understands their civil rights responsibilities, including their role in the USDA complaint process.
- Providing outreach to a wide variety of communities to ensure diversity if you advertise or market your program.
- Providing the Forest Service with demographic information on program participation based on race, national origin, sex, age, and disability, where applicable.
- Including in your publications and outreach materials the following statement about nondiscrimination and how to file a complaint:

"In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this organization is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information is also available in languages other than English.

CONTINUED ON OPPOSITE SIDE

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

PHONE:(203) 854-7806
EMAIL:
recregistrationsupport@norwalkct.gov

Permit # R1896

Status Tentative
Date Jan 3, 2025 3:43 PM
Expiration Date Jan 4, 2025

Customer Name	Jim Gerweck - 3284	Home Phone Number	(203) 838-2748
Customer Type	General Public	Cell Phone Number	(203) 858-5449
Mailing Address	156 FILLow ST NORWALK, CT 06850	Email Address	jimrg156@gmail.com
System User	Internet User		

Rental Fee	\$770.00
Discounts	\$0.00
Subtotal	\$770.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$770.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$770.00

Boston Buildup 10K	2 resource(s)	2 booking(s)	Subtotal: \$770.00
Event Notes: Rental is for parking lot at each school .			
Booking Summary			
Brien McMahon High School - Court 1 (Department Use)		Center: Brien McMahon High School	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sun, Jan 19, 2025 8:00 AM	Sun, Jan 19, 2025 11:00 AM	150	\$0.00
Resource level fees			\$385.00
Silvermine Elementary School - Field 1 (Field Rental)		Center: Silvermine Elementary School	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sun, Mar 2, 2025 8:00 AM	Sun, Mar 2, 2025 11:00 AM	150	\$0.00
Resource level fees			\$385.00

Custom Questions	
QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	Yes
Do you have a 2nd date in mind or a rain date	Yes
Field Requested- Type in your selected facility/field.	Not using field - Parking lot only

Is there a 2nd date in mind or a rain date or location?	Sun., Jan 12 and Sun., March 9
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	No

Payment Schedules		Original Balance: \$770.00		Current Balance: \$770.00	
DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE	
Dec 4, 2024	\$385.00	\$0.00	\$0.00	\$385.00	
Jan 3, 2025	\$385.00	\$0.00	\$0.00	\$385.00	

X: _____

X: _____

Date: _____

Date: _____

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

Jim Gerweck
Customer ID: 3284
Home Phone Number: (203) 838-2748
Cell Phone Number: (203) 858-5449
Email Address: jimrg156@gmail.com

From: Walsh, James
Sent: Tuesday, December 3, 2024 12:44 PM
To: Stowers, Robert <RStowers@norwalkct.gov>
Cc: Walsh, James <JWalsh@norwalkct.gov>; Livingston, Thomas P. <tplivingston@norwalkct.gov>
Subject: RE: Police call and/or Statistics

Below are the calls for service for 2024 to date. They have been broken down into two areas.

1. Calls for Service by Platoon Patrol Units (responded from primary patrol sectors to respond to parks)
2. Calls for Service by the park's unit hired by PR for patrol. (Units already assigned to Parks from overtime hires in season)

Norwalk City Parks Police call for service 1/1/24-11/30/24

Park	Patrol CFS	Parks Unit CFS	Total
Cranbury Park	84	44	128
Flax Hill Park	40	37	77
Veterans Park	498	156	588
Calf Pasture beach	74	151	225
Total	696	388	1084

Source: NEXGEN LEAS NPD CAD

Noise Complaints – Veterans Park- 59

Due to the calls for service and real-time activity that we see and experience, our city, including our parks, has become much more robust than in previous years.

As the city has grown in popularity, the usage of parks and beaches has also grown. We are seeing an increase in traffic, calls for service throughout the city, and calls for service in our parks.

If the park hours remain the same, we will have to rework the current park seasonal assignment, which is not working because, as I have pointed out above, the workload is too much for one officer based on logistics and timing.

If the park hours increase, so will the need for police coverage, which has costs.

We've been able to adjust all summer to address the needs of citizens affected by the issues at Vets. This issue does not affect our officers but impacts our operations and the service we can provide when we assign cars to off-sector posts to address the problems at the parks.

Historically, Parks and Rec have hired beach units and a park unit. The park unit is hired seasonally from 8:00 p.m. to 12:00 a.m. This unit's responsibility is to patrol and close Cranbury Park, Flax Hill

Park, and Veterans Park. Due to the responsibility and logistics of this job compared to the volume of CFS at Vets, the officer cannot adequately address or proactively patrol Veterans Park, which is the most significant need.

If the proposed changes pass, I recommend a full-time officer, such as the beach hire from 5:00 pm to closing, and a separate Parks officer to close the other smaller parks. The gravity of issues at Vets requires a sworn officer with the proper resources for enforcement, which private security or a constable will not be able to address.

Separate Memo 12/4/2024

From: James Walsh

To: Robert Stowers;

CC: Tom Livingston

The parks need posted rules and regulations that include opening and closing times. I am trying to convey that the City has seen a steady rise in activities in all its parks, which is good. However, we have also seen increased activities that hamper the enjoyment of the parks.

I agree with structured closing times, but we need extended police coverage to deter noise complaints and other nefarious activities.

With closing times, you need to have the ability to close them. In our experience, a marked police cruiser is the enforcement tool capable of closing the park, especially in good weather during the summer.

Norwalk Ct. Recreation and Parks Director's Recommended Park Hours

City Charter Chapter 74-13 Gives the Recreation and Parks Director the Authority to Set Park Hours with the approval of the Common Council after a public hearing in the Recreation and Parks Committee .

The Director conducted a limited Survey of Surrounding City Park Hours. And is now recommending that City of Norwalk follow the same trend by having Park Hours. The Results of the limited survey are as follows:

- Stamford Ct- General hours 6 am to 10 pm
- Bridgeport Ct . Parks hours 8 am to 9 pm
- Westport Ct. Park Hours 6 am to 10 pm
- Wilton Ct. General Park Hours 6 am to 9 pm

Besides grounds maintenance, capital improvements, park usage, and programming; Park Management includes setting hours for City Parks opening and closing. This is a way of managing security and oversight of the Park and establishing hours for the Parks and neighborhoods.

Additionally; Our current set times for opening and Closing our Parks are now Dawn to Dusk. These times vary almost daily particular in the summer months. This makes securing the facility and enforcement of Parks Hours nearly impossible. So Therefore, to secure our Parks at night and regulate the time activities are allowed in Neighborhood and Communities. I am recommending the following Park hours; Which

- Will give the Public specific information about time for opening and closing.
- Will also let people who are using the Park a more definite time for arriving and leaving the Park.
- Will curb illegal activity in the late hours in the Park. It will also give the Police specific time to move people along out of the Parks without ambiguity. And reduce loitering in the Parks.

Therefore, it is my recommendation that our hours are set as follows:

Neighborhood and Pocket Parks

1. September (Labor Day) to May (Memorial Day) – Proposed Hours 7:00 AM to 9:00 PM
2. May (Memorial Day) to September (Labor Day) – Proposed Hours 7:00 AM to 10:00 PM

Regional Parks

September (Labor Day) to May (Memorial Day) – Proposed Hours - 7:00 AM to 9:30 PM

Except Veterans Park – Proposed hours 7:00 AM to 8:00 PM

May (Memorial Day) to September (Labor Day) – Proposed Hours 7:00 AM to 10:30 PM

Oyster Shell Park; Calf Pasture Beach; Taylor Farm, and Cranbury Park

Except Veterans Park - Proposed Hours – 7:00 AM to 9:00 PM

AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
GEESE RELIEF, LLC
FOR CANADIAN GEESE CONTROL-MANAGEMENT
PROJECT NO. 4200

THIS AGREEMENT made and entered into this 26th day of July, 2022, by and between the **CITY OF NORWALK** (the "City"), a municipal corporation existing under the laws of the State of Connecticut (the "City"), acting herein by Harry W. Rilling, its Mayor, and **GEESE RELIEF, LLC** (the "Contractor"), a corporation organized and existing under the laws of the State of Connecticut, having a principal place of business located at 759 Danbury Road, Wilton, CT 06897, acting herein by Christopher Santopietro, its Member, duly authorized.

3. **TIME PROVISIONS:**

The term of this Agreement shall be Three (3) Years commencing on the date this Agreement is fully executed by the Parties and expiring three (3) years therefrom. ("Initial Term"). The City shall have two (2) options to extend the Initial Term of this Agreement (each, an "Option") for consecutive periods of one (1) year each (the Option Term and Initial Term collectively referred to herein as the "Term") upon the same terms and conditions as the Initial Term except the pricing structure shall adjust as shown herein in Section 4. Each Option may be exercised unilaterally by the City by sending written notice to Contractor at any time prior to the conclusion of the Initial Terms or, Extension Term, as applicable.

RESOLUTION CONCERNING THE REGULATION OF DOGS AT CITY PARKS

THE REASON AND RATIONALE SET FORTH BY THIS RESOLUTION CONCERNING THE REGULATION OF DOGS AT CITY PARKS ARE AS FOLLOWS:

WHEREAS, Department of Recreation and Parks Regulation § 1-4 inaccurately states that dogs are not allowed to run loose or roam at large upon any park in the City of Norwalk (hereinafter “City”); and

WHEREAS, the Director of the Recreation and Parks Department seeks to correct and update its regulations concerning the presence of dogs at certain parks within the City.

Department of Recreation and Parks Regulation § 1-9(6) provides that “[n]othing herein contained shall be deemed to limit the power of the Director to promulgate regulations respecting recreational facilities and activities of the City, including but not limited to the use of playgrounds, golf [golf] courses, tennis courts, platform tennis courts, skating rink, bowling greens, community center ball fields, parks and City buildings, subject to Common Council approval ...”

Pursuant to Department of Recreation and Parks Regulation § 1-9(6), the Director of the Recreation and Park Department submits the three regulations below for approval by the Common Council.

NOW, THEREFORE, BE IT RESOLVED THAT, BY THE COMMON COUNCIL OF THE CITY OF NORWALK APPROVE THE FOLLOWING:

1. Dogs shall be allowed off leash at Taylor Farm Park as long as the owner, keeper or person having charge of the dog is present and has it under command. The owner, keeper or person having charge of the dog must pick up after it.
2. Dogs shall be allowed at Oyster Shell Park only while on leash unless designated otherwise. Within Oyster Shell Park there shall be a designated enclosed area where dogs shall be allowed to run loose or roam off leash. After entering the enclosed area and closing the gate, the dog can be taken off leash and allowed to run loose or roam within the confines of the fenced in dog park as long as the owner, keeper or person having charge of the dog is present and has it under command. Dogs shall not be allowed on the playground at Oyster Shell Park. The owner, keeper or person having charge of the dog must pick up after it.
3. Dogs shall be allowed on the trails at Cranbury Park while on leash or under voice control so as to not unreasonably interfere with the enjoyment of the Park by others. Within the confines of the dog park at Cranbury Park, dogs can be taken off leash and allowed to run loose or roam within its confines as long as the owner, keeper or person having charge of the dog is present and has it under command. Dogs shall not be allowed on the Great Lawn, Playground, Tea Garden, Patios or Pavilion at Cranbury Park. The owner, keeper or person having charge of the dog must pick up after it.

4. Pursuant to Connecticut General Statutes § 22-357, all dog owners and/or keepers shall be liable for any and all damage or injury that their dog may cause or inflict. Further, if the dog owner and/or keeper is a minor, the parent or guardian of such minor shall be held liable for any such damage or injury.

This Resolution, adopted by the Common Council on _____, 2025, shall take effect immediately upon enactment and shall remain in effect until or rescinded or modified.

Memo

VII.D.

To:	Public Safety and General Government Committee
From:	Deputy Chief Melissa Lepore
CC:	
Re:	Department of Justice (DOJ) BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award # 15PBJA-24-GG-04596-JAGX
Date:	December 17, 2024

The Department of Justice has awarded the Norwalk Police Department the BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award # 15PBJA-24-GG-04596-JAGX. The grant award is in the amount of \$18047.00. The funding start date is October 1, 2023 and the end date is September 30, 2025.

The Norwalk Police Department will utilize JAG funds to pay overtime for increased patrols, improve safety and security, and reduce crime at multiple locations through out the city. Security initiatives and added police presence may be needed on any date and time, but may be focused on holidays, special events, or when police presence may be needed following critical incidents to help quell future fears of recurrence. JAG funds may also be used to purchase equipment necessary to assist police in protecting the public, conducting investigations, and improving citizen compliance with laws.

We are requesting the following authorization:

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under Department of Justice (DOJ) BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award # 15PBJA-24-GG-04596-JAGX.
2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Department of Justice (DOJ) BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award # 15PBJA-24-GG-04596-JAGX.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF NORWALK 125 EAST AVENUE
City, State and Zip:	NORWALK, CT 06851
Recipient UEI:	V7ZTXNBKJM9
Project Title: Protecting Norwalk: A Dynamic Approach to Public Safety	Award Number: 15PBJA-24-GG-04596-JAGX
Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$18,047.00	Federal Award Date: 12/4/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: O Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/25
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/25
Project Description: The City of Norwalk will use JAG funds to pay overtime to increase patrols, improve safety and security, and reduce crime at locations such as houses of worship, election sites, commerce hubs, transportation hubs, waterways, roadways, parks, housing complexes, and schools. Security initiatives and added police presence may be needed on any date and time, but will be focused on holidays and special events, during weekends and on dates and times when vehicular, vessel, and pedestrian traffic is elevated. Funds will be used for added police presence following a critical incident to help assuage fears of recurrence or further threats or acts of violence. JAG funds will also be used to purchase audio-visual-GPS-enabled monitoring equipment to be used in undercover and covert organized crime and narcotics investigations, as well as, two new laser devices for speed enforcement and a speed feedback sign.	

Award Letter

December 4, 2024

Dear Rita Nigri,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF NORWALK for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$18,047.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

no value

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF NORWALK

UEI

V7ZTXNBNKJM9

Street 1

125 EAST AVENUE

Street 2

City

NORWALK

State/U.S. Territory

Connecticut

Zip/Postal Code

06851

Country

United States

County/Parish

no value

Province

no value

Award Details

Federal Award Date

12/4/24

Award Type

Initial

Award Number

15PBJA-24-GG-04596-JAGX

Supplement Number

00

Federal Award Amount

\$18,047.00

Funding Instrument Type

Grant

**Assistance Listing
Number**

16.738

Assistance Listings Program Title

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY 24 Edward Byrne Memorial Justice

Application Number

GRANT14256361

Grant Manager

Kendrietta Leo

Phone Number

202-702-6985

E-mail Address

Kendrietta.Leo@usdoj.gov

Project Title

Protecting Norwalk: A Dynamic Approach to Public Safety

Performance Period Start**Date**

10/01/2023

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2025

Project Description

The City of Norwalk will use JAG funds to pay overtime to increase patrols, improve safety and security, and reduce crime at locations such as houses of worship, election sites, commerce hubs, transportation hubs, waterways, roadways, parks, housing complexes, and schools. Security initiatives and added police presence may be needed on any date and time, but will be focused on holidays and special events, during weekends and on dates and times when vehicular, vessel, and pedestrian traffic is elevated. Funds will be used for added police presence following a critical incident to help assuage fears of recurrence or further threats or acts of violence. JAG funds will also be used to purchase audio-visual-GPS-enabled monitoring equipment to be used in undercover and covert organized crime and narcotics investigations, as well as, two new laser devices for speed enforcement and a speed feedback sign.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited

English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and

incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2)

committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal

nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18**Restrictions and certifications regarding non-disclosure agreements and related matters**

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19**OJP Training Guiding Principles**

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain

specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to

acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of

Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur,

the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 48

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 49

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 50

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 51

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 52

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 53

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA

Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 54

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 55

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 56

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 57

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 58

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS

are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 59

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 60

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 61

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 62

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

Condition 63

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 64

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

Condition 65

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
Acting Assistant Attorney General

Name of Approving Official
Brent J. Cohen

Signed Date And Time
12/1/24 4:03 PM

Authorized Representative

[] no value
Harry W. Rilling

Entity Acceptance

Title of Authorized Entity Official

no value Mayor

Signed Date And Time

no value



VII.E.

To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: Health Department Grant Authorization Request
Date: December 20, 2024

CT Health Foundation Grant

The Health Department was awarded a 1-year grant for \$100,000 from the CT Health Foundation to support a bilingual Community Health Worker (CHW) to assist with Health Department programs and services. We expect that the addition of a CHW to our team will help build community trust, improve communication and participation in initiatives, and help identify and address barriers to health equity, especially among communities of color.

In addition, the Health Department will work with the CT Health Foundation and other grantees to measure the impact of CHWs and plan for ways to sustain their work beyond the grant. Specifically, we have requested technical assistance from the Foundation on the evolving landscape of insurance billing for CHW services.

We are requesting the following authorizations.

- 1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the CT Health Foundation in the amount of \$100,000 for the period January 1, 2025 to December 31, 2025.
- 1b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the CT Health Foundation grant for the period January 1, 2025 to December 31, 2025.

For more information on the grant, please see the press release from the Connecticut Health Foundation here: <https://www.cthealth.org/latest-news/news-releases/grants-will-support-community-health-workers-in-local-health-departments/>.



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
 alo@norwalkct.gov P: 203-854-7877
 Norwalk City Hall
 125 East Avenue, PO Box 5125
 Norwalk, CT 06856-5125

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER

RE : NORWALK COMMUNITY RECREATION CENTER

DATE: DECEMBER 26, 2024

As you know, the City has been expediting the design and development of the old South Norwalk Community Center into a new Norwalk Community Recreation Center. This project consists of the complete renovation of the existing structure and the construction of a new gymnasium extension in the rear of the building. The existing building is approximately 22,000 square feet and the gym extension is approximately 10,000 square feet. The current project budget, including soft and hard costs, is \$13,300,647 and the source of funding is as follows:

• State DECD	-	\$ 1,200,000
• City GGP funds	-	\$ 1,226,647
• ARPA funds	-	\$ 6,374,000
• HUD funds	-	\$ 2,000,000
• 2024-25 Capital Budget	-	\$ 2,500,000
Total Available	-	\$13,300,647
Additional Special Capital		
Appropriate under consideration-		\$ 2,450,000
Total project budget-		\$15,750,647

As part of the ARPA funding, there is a requirement that the ARPA funds MUST be committed before December 31, 2024 which is the primary factor that has been driving the project schedule for the past year. Silver Petrucelli & Associates (the Architect) completed the bid documents in September. Newfield Construction (the Construction Manager - CM), in collaboration with City Purchasing Department,

issued the project for bids with a bid opening in October. Unfortunately, the bid amounts for a number of trade bid packages came in substantially higher than estimated values. This issue is contributed mostly to current construction market associated with municipal/institutional building construction as well as lack of sufficient time to fully value engineer the project prior to bidding. With the ARPA funding commitment deadline, the project team has identified \$1,400,000 of value engineering savings and the Common Council approved a partial GMP (Guaranteed Maximum Price) on December 10, 2024 which meet the ARPA funding requirements. Since the approval of the partial GMP, Newfield Construction has confirmed the pricing of the remaining trade costs as well as the values of the various value engineering savings. At this time, we would like to request the Committee's recommendation and Common Council approval thereafter of the Final GMP. Concurrently, we are proceeding with a Special Capital Appropriation request in the amount of \$2,450,000 to cover the funding shortfall.

Attached is a project budget summary and a copy of the proposed GMP Amendment Two. The total project GMP is \$13,913,803.00. As the previously approved Partial GMP was for the amount of \$9,268,033.00 the GMP Amendment Two will be for the amount of \$4,645,770.00. This project is scheduled to start construction in February 2025 with anticipated completion of in 12 months.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute a Final Guaranteed Maximum Price (GMP) Amendment Two to Newfield Construction Group, LLC's contract for the new Norwalk Community Recreation Center at 98 South Main Street for a total not to exceed \$4,645,770.00. Terms of the Agreement shall include the following:

- **Total Trade costs - \$3,570,686.00**
- **CM Fixed Fees at 1.95% for \$264,260.00**
- **CM Contingency at 1.5% for \$192,581.00 (balance revert to the City at project completion)**
- **General Conditions fee - \$618,243.00**

Funds are available from accounts:

134030 5796 ABL01 – ARPA funds -for Community Rec Center

140000 5796 ACMF3 – ARPA funds for 98 South Main Street Comm. Rec. Center

510000 5796 GGP02 – GGP funds for Comm. Rec. Center

09191340 5796 C0634 – GGP funds for Comm. Rec. Center
09256030 5777 C0719 – Capital Budget funds for 98 S. Main Comm.
Center
Acct. TBD - 2025 Special Capital Budget Appropriation
09247199 5799 G0050 – State DECD
09247100 5779 G0050 - HUD

Cc: Tom Livingston, Chief-of-Staff
Robert Stowers, Director, Rec & Park

GMP Amendment Two - Final

December 24, 2024

Mr. Alan Lo, Building and Facilities Manager
City of Norwalk
125 East Avenue
Norwalk, CT 06856

RE: Norwalk Community Recreation Center Addition and Renovation Project
City of Norwalk Project #4401
Trade Contract Awards, Guaranteed Maximum Price (GMP) - Final

Dear Alan,

Newfield Construction Group, LLC ("CMR") hereby submits to the City of Norwalk, Connecticut ("Owner") this document regarding Final Contract Amendment Guaranteed Maximum Price (GMP) for trade bid packages 01 Final Cleaning, 07.1 Firestopping, 08 Aluminum Openings, Glass and Glazing, 09.2 Tiling and Wood Flooring, 09.3 Carpet, Resilient and Wood Flooring, 09.4 Painting, 11 Food Service Equipment, 14 Elevators, 21 Fire Protection, 22 Plumbing, and 23 Mechanical for the construction of Norwalk Community Recreation Center Addition and Renovation Project, in accordance with the CMR Agreement dated May 14, 2024, ("Agreement"). This document includes the requested items indicated in the Table of Contents below.

Table of Contents

- a. GMP Amount
 - i. GMP Recapitulation
 - ii. GMP General Conditions and Reimbursables
 - iii. CMR - Value Engineering Log
- b. List of Drawings
- c. List of Specifications
- d. Clarifications and Assumptions
- e. Allowances
- f. Unit prices
- g. Alternates
- h. Project Schedule
- i. Formal Recommendation for Approval of Listed Trade Contractors
- j. Trade Rejection Letters for Non-compliance

a. GMP Amendment Amount – See attached breakdown

The GMP Amendment Two amount is, **Four Million Six Hundred Forty-Five Thousand Seven Hundred Seventy Dollars, \$4,645,770.00.**

*The Total Project GMP, inclusive of the Partial GMP Amendment (One) Amount and the Full GMP Amendment (Two) amount is, **Thirteen Million Nine Hundred Thirteen Thousand Eight Hundred Three Dollars, \$13,913,803.00.***

Included for reference is the CMR Value Engineering Log.

b. List of Drawings - See attached

c. List of Specifications - See attached

- d. **Clarifications and Assumptions - See attached**
- e. **Allowances - See attached (allowances are included in GMP)**
- f. **Unit Prices - See attached**
- g. **Alternates - See attached (alternates are not included in GMP)**
- h. **Project Schedule - See attached**
- i. **Recommendations for Approval of Listed Trade Contractors**

Pursuant to the attached bid tabulation Newfield Construction has conducted scope reviews with the apparent low qualified bidders for bid package work required to be performed. We recommend for award the following qualified low Bidders:

Bid Package 01	Final Cleaning	Orissa, LLC
Bid Package 07.1	Firestopping	Barber Firestop Systems, LLC
Bid Package 08	Aluminum Openings	Acorn Glass, Inc.
Bid Package 09.2	Tiling & Wood Flooring	Barall & Konover Floors, Inc.
Bid Package 09.3	Carpet, Resilient and Wood	Barall & Konover Floors, Inc.
Bid Package 09.4	Painting	Professional Painting, Inc.
Bid Package 11	Food Service Equipment	Sam Tell and Son, Inc.
Bid Package 14	Elevators	TBD
Bid Package 21	Fire Protection	Blackwater Services Group, LLC
Bid Package 22	Plumbing	A+B Mechanical LLC
Bid Package 23	Mechanical	A+B Mechanical LLC

- j. **Trade Rejection Letters for Non-Compliance – See attached.**

In light of the above Newfield Construction requests the GMP package be approved so the work can be contracted and scheduled.

Should you have any questions please feel free to contact this office.

Respectfully submitted,



Michael D'Angelo
Project Executive
Newfield Construction Group, LLC



Norwalk Community Recreation Center Addition and Renovation
GMP Amendment Two

EXHIBIT – Part A
GMP Amount

**Norwalk Community Recreation Center Addition and Renovation Project
GMP Recapitulation (FINAL)**

12/24/2024
FULL GMP

Bid Package	Trade	Projected Trade Contractor	Bid Amount w/Value Engineering	Scope Review Completed	Notes
1	Final Cleaning	Orissa, LLC	\$69,027.00	Yes	\$74,300.00 Base Bid - \$5,273.00 Value Engineering = \$69,027.00
2	Hazmat & Demolition	American Environmental, Inc.	(\$24,502.00)		Approved as part of the Partial GMP: \$337,169.00 Base Bid - \$24,502.00 Value Engineering = \$312,667.00
3	Concrete	Capasso Enterprises, Inc	(\$9,960.00)		Approved as part of the Partial GMP: \$523,500.00 Base Bid - \$9,960.00 Value Engineering = \$513,540.00
4	Masonry	Connecticut Mason Contractors, Inc	(\$22,750.00)		Approved as part of the Partial GMP: \$993,700.00 Base Bid - \$22,750.00 Value Engineering = \$970,950.00
5	Metals	XTX Associates LLC	(\$12,150.00)		Approved as part of the Partial GMP: \$347,000.00 Base Bid - \$12,150.00 Value Engineering = \$334,850.00
6	General Trades	Conn Acoustics, Inc	(\$217,099.00)		Approved as part of the Partial GMP: \$1,526,743.00 Base Bid - \$217,099.00 Value Engineering = \$1,309,644.00
7	Roofing	Premier Building Associates LLC	(\$36,750.00)		Approved as part of the Partial GMP: \$532,000.00 Base Bid - \$36,750.00 Value Engineering = \$495,250.00
7.1	Firestopping	Barber Firestop Systems, LLC	\$63,277.00	Yes	\$85,777.00 Base Bid - \$22,500.00 Value Engineering = \$63,277.00
8	Aluminum Openings, Glass and Glazing	Acorn Glass, Inc.	\$625,150.00	Yes	\$665,750.00 Base Bid - \$40,600.00 Value Engineering = \$625,150.00
9	Drywall & Framing	Conn Acoustics, Inc	(\$158,256.00)		Approved as part of the Partial GMP: \$657,785.00 Base Bid - \$158,256.00 Value Engineering = \$499,529.00
9.1	Acoustical Ceilings & Systems	Conn Acoustics, Inc	(\$4,875.00)		Approved as part of the Partial GMP - \$136,136.00 Base Bid - \$4,875.00 Value Engineering = \$131,261.00
9.2	Tiling & Wood Flooring	Barall & Konover Floors, Inc.	\$335,103.00	Yes	\$376,330.00 Base Bid - \$41,227.00 Value Engineering = \$335,103.00
9.3	Carpet and Resilient Flooring	Barall & Konover Floors, Inc.	\$326,773.00	Yes	\$330,000.00 Base Bid - \$3,227.00 Value Engineering = \$326,773.00
9.4	Painting	Professional Painting, Inc.	\$134,000.00	Yes	\$134,000.00 Base Bid - \$0.00 Value Engineering = \$134,000.00
11	Food Service Equipment	Sam Tell and Son, Inc.	\$266,964.00	Yes	\$266,964.00 Base Bid - \$0.00 Value Engineering = \$266,964.00
14	Elevators	TBD	\$130,000.00	Yes	Elevator Allowance
21	Fire Protection	Blackwater Services Group, LLC	\$216,700.00	Yes	\$225,700.00 Base Bid - \$9,000.00 Value Engineering = \$216,700.00
22	Plumbing	A+B Mechanical LLC	\$772,600.00	Yes	\$865,600.00 Base Bid - \$93,000.00 Value Engineering = \$772,600.00
23	Mechanical	A+B Mechanical LLC	\$1,429,700.00	Yes	\$1,545,200.00 Base Bid - \$115,500.00 Value Engineering = \$1,429,700.00
26	Electrical, Communications, Fire Alarm	Ferguson Electric Company	(\$252,266.00)		Approved as part of the Partial GMP - \$2,474,000.00 Base Bid - \$252,266.00 Value Engineering = \$2,221,734.00
31	Site Construction	H. I. Stone & Sons	(\$60,000.00)		Approved as part of the Partial GMP - \$1,740,000.00 Base Bid - \$60,000.00 Value Engineering = \$1,680,000.00
Total Balance & Adjusted Trade Bids			\$3,570,686.00		Total Value Engineering Amount = \$1,128,935.00
ESTIMATE CONTINGENCY	1.5%		in trades		
ESCALATION	6.0%		in trades		
CM CONTINGENCY	1.5%		192,581.00		
GL INSURANCE	0.75%		97,735.00		
PERMIT FEE	0.87%		in soft costs		
CM GENERAL CONDITIONS (see attached breakdown)			\$429,665.00		CM General Conditions (Staffing) = \$337,030.00; CM General Conditions (Project Requirements)= \$67,625.00; Steel Detailing = \$25,000.00
PRECON FEE			in soft costs		
CM BOND	0.67%		90,843.00		
CM FEE	1.95%		264,260.00		
Projected Full GMP			\$4,645,770.00		
Partial GMP (Dated 11.26.2024)			\$9,268,033.00		
TOTAL PROJECT GMP			\$13,913,803.00		

Norwalk, CT Name: Norwalk Community Recreation Center Construction Management Services - CM at Risk						Staffing Matrix																											
Staffing Bar Chart	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26		Total hours	Hourly Rate	Total			
	1	2	3	4	5	6	7	8	9	10	11	12	13																				
Pre-Construction Staff																																	
Total Preconstruction Phase Staff Costs																																	
															1	2	3	4	5	6	7	8	9	10	11	12	13						
Construction Phase Staff																																	
Project Manager (full-time)														80	40	40	40	40	40	40	40	40	40	40				480	\$ 128.00	\$ 61,440.00			
Project Superintendent (full-time)														173	173	173	173	173	173	173	173	173	173	173	86			1989	\$ 110.00	\$ 218,790.00			
Project Engineer														173	40	8	8	8	8	8	8	8	8	173	86			536	\$ 60.00	\$ 32,160.00			
Optional Staff:																																	
General Superintendent														8	8	16	16	16	16	16	16	16	16	16	16			176	\$ 140.00	\$ 24,640.00			
Other:																												0	\$ -	\$ -			
Total Construction Phase Staff Costs																												3181		\$ 337,030.00			

Norwalk Community Recreation Center Addition and Renovation Project
Construction Management Services - CM at Risk

General Conditions and Reimbursables

	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25				Total
	1	2	3	4	5	6	7	8	9	10	11	12	13				
Project Staff Support																	
Field Office-CM	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	0	0	0				\$11,000
Field Office-Cleaning	100	100	100	100	100	100	100	100	100	100	0	0	0				\$1,000
Field Office- Utilities (By Owner)	0	0	0	0	0	0	0	0	0	0	0	0	0				\$0
Telephones-CM (Including Cell Phones)	75	75	75	75	75	75	75	75	75	75	75	75	0				\$900
Procure	15,000	0	0	0	0	0	0	0	0	0	0	0	0				\$15,000
Computer Equipment/IT - Field	1,500	0	0	0	0	0	0	0	0	0	0	0	0				\$1,500
Computer Support	150	150	150	150	150	150	150	150	150	150	150	150	0				\$1,800
Internet	400	400	400	400	400	400	400	400	400	400	400	400	0				\$4,800
Office Supplies	250	100	100	100	100	100	100	100	100	100	100	200	0				\$1,450
Copy Machine	350	350	350	350	350	350	350	350	350	350	350	350	0				\$4,200
Furniture	2,000	0	0	0	0	0	0	0	0	0	0	0	0				\$2,000
Water & Coffee	125	125	125	125	125	125	125	125	125	125	125	125	0				\$1,500
First Aid Supplies	125	125	125	125	125	125	125	125	125	125	125	125	0				\$1,500
Vehicle	375	375	375	375	375	375	375	375	375	375	375	375	0				\$4,500
Field Office Security	0	0	0	0	0	0	0	0	0	0	0	0	0				\$0
Photos	\$0	0	0	0	0	0	0	0	0	0	0	0	0				\$0
Reproductions	1,500	0	0	0	0	0	0	0	0	0	0	0	0				\$1,500
Safety	2,625	0	0	0	0	0	0	0	0	0	0	0	0				\$2,625
BIM Coordinator	0	0	0	0	0	0	0	0	0	0	0	0	0				\$0
Temporary Toilets - Trailer	0	0	0	0	0	0	0	0	0	0	0	0	0				\$0
Certified Payroll Processor	950	950	950	950	950	950	950	950	950	950	950	950	950				\$12,350
Steel Detailing	10,000	10,000	5,000	0	0	0	0	0	0	0	0	0	0				See GMP
General & Pro Liability Insurance; total cost of work	97,735	0	0	0	0	0	0	0	0	0	0	0	0				See GMP
Payment & Performance Bonds; total cost of work	90,843	0	0	0	0	0	0	0	0	0	0	0	0				See GMP
SUB-TOTAL																	\$67,625
TOTAL																	\$67,625.00

Norwalk Community Recreation Center
VALUE ENGINEERING LOG

TOTAL VALUE ENGINEERING ACCEPTED: (\$1,128,935)

NO.	DESCRIPTION	BP#	CONTRACTOR	ALT/VM AMOUNT	STATUS	ELIMINATED AMOUNT
1	Remove Bleachers from Scope of Work <i>Fixed Audience Seating</i>	6	Conn Acoustics	\$20,150	NOT ACCEPTED	
2	Remove Gym Divider Curtain from Scope of Work <i>Gym Divider Curtain</i>	6	Conn Acoustics	\$5,000	NOT ACCEPTED	
3	Remove Signage Scope of Work <i>Remove Signage Scope of Work</i>	6	Conn Acoustics	\$24,000	NOT ACCEPTED	
	Remove Storage Rack Scope <i>Remove Storage Racks Scope of Work</i>	6	Conn Acoustics	\$10,092	ELIMINATED	\$10,092
	Remove Window Shade Scope of Work <i>Remove Window Shade Scope of Work</i>	6	Conn Acoustics	\$17,000	NOT ACCEPTED	
	Remove Visual Display Surfaces <i>Eliminate Spec Section 10 11 00 Visual Display Units & 10 11 46 Visual Display Fabric</i>	6	Conn Acoustics	\$30,750	ELIMINATED	\$30,750
	<i>Eliminate the mirrors in Community Meeting #A112 & Fitness Center #A114</i>	6	Conn Acoustics	\$17,000	ELIMINATED	\$17,000
	Revise Wood Flooring to an Panelized Wood Flooring System <i>Revise Wood Flooring to an Panelized Wood Flooring System (estimate)</i>	9.3	Barall & Konover	\$40,700	NOT ACCEPTED	
	Revise Teaching Kitchen To Standard Room <i>Remove Food Service Equipment</i>	11	Sam Tell	\$68,533	NOT ACCEPTED	
	<i>Reduce MEP Requirements (estimated cost)</i>	MEPs	MEPs	\$25,000	NOT ACCEPTED	
	Reduce AV Scope of Work (Reference Architect's Bid Value Engineering Response Dated 12.6.2024 and Included Drawing and Specification Markups) <i>Reduced Cost of AV Equipment and Rough-In</i>	26	Ferguson Electric	\$80,172	ELIMINATED	\$80,172
	<i>Remove Recording Studio Equipment</i>	26	Ferguson Electric	\$11,400	ELIMINATED	\$11,400
	<i>Remove All Video Displays and Mounts</i>	26	Ferguson Electric	\$50,200	ELIMINATED	\$50,200
	<i>Credit for Permit Cost</i>	26	Ferguson Electric	\$44,000	ELIMINATED	\$44,000

Norwalk Community Recreation Center
VALUE ENGINEERING LOG

TOTAL VALUE ENGINEERING ACCEPTED: (\$1,128,935)

NO.	DESCRIPTION	BP#	CONTRACTOR	ALT/VM AMOUNT	STATUS	ELIMINATED AMOUNT
	Reduce Security Scope of Work					
	Reduced Cost of Security Equipment and Rough-In	26	Ferguson Electric	\$16,900	ELIMINATED	\$16,900
	Aluminum Openings, Glass and Glazing VM					
	Remove Ballistic Glazing At Entry & Transaction Window - Replace with 1" Thermal	8	Acorn Glass	\$17,000	NOT ACCEPTED	
	Aluminum Storefront Hardware (estimate)	8	Acorn Glass	\$25,000	NOT ACCEPTED	
	Remove Reglazing Skylight	8	Acorn Glass	\$15,000	ELIMINATED	\$15,000
	Reduce Scope of Window, Including the Gymnasium (estimate)	8	Acorn Glass	\$22,900	ELIMINATED	\$22,900
	Revise Gymnasium Masonry Wall System					
	Revise Gymnasium Exterior Wall System to be 12" insulated block vs block and brick	4	CT Masons	\$150,000	NOT ACCEPTED	
	Delete Cavclear In Cavity Wall	4	CT Masons	\$7,000	ELIMINATED	\$7,000
	Revise Scope of Wall Coverings					
	Eliminate Spec Section 09 72 00 Wall Coverings.	9&9.1	Conn Acoustics	\$85,770	ELIMINATED	\$85,770
	Eliminate Spec Section 10 26 00 Wall & Door Protection	9&9.1	Conn Acoustics	\$17,400	ELIMINATED	\$17,400
	Revise Tile Scope of Work					
	Remove Wall Tile from Restrooms & Shower	9.2	Barall & Konover	\$38,000	ELIMINATED	\$38,000
	Revise Millwork Scope					
	Standard laminate ILO fingerprint resistant laminate	6	Conn Acoustics	\$3,040	ELIMINATED	\$3,040
	White melamine interior ILO laminate interior	6	Conn Acoustics	\$4,650	ELIMINATED	\$4,650
	Solid surface countertops ILO quartz	6	Conn Acoustics	\$3,735	ELIMINATED	\$3,735
	Eliminate 2nd floor gym window sills	6	Conn Acoustics	\$1,440	ELIMINATED	\$1,440
	Reduce scope of millwork, i.e. rooms (Reference Architectural Drawing Markups based on 12.12.2024 meeting with Architect and City of Norwalk)	6	Conn Acoustics	\$34,810	ELIMINATED	\$34,810
	Revise Metal Composite Wall Panels					
	Provide standard color in lieu of custom color	6	Conn Acoustics	\$10,836	ELIMINATED	\$10,836
	Revise Metal Plate Panels					
	Provide (1) standard color in lieu of (6) custom colors	6	Conn Acoustics	\$3,400	ELIMINATED	\$3,400

Norwalk Community Recreation Center
VALUE ENGINEERING LOG

TOTAL VALUE ENGINEERING ACCEPTED: (\$1,128,935)

NO.	DESCRIPTION	BP#	CONTRACTOR	ALT/VM AMOUNT	STATUS	ELIMINATED AMOUNT
	Alternate Product for Metal Panels - ATAS Versa Seam 12" (VSS120) - .040" Aluminum Standard or Matte Color	6	Conn Acoustics	\$21,065	ELIMINATED	\$21,065
	Revise Doors Frames and Hardware					
	Standard HMF and standard STC 37/39 Wood door ILO Spec 083473.16 Wood Sound Control Door	6	Conn Acoustics	\$24,640	ELIMINATED	\$24,640
	A Grade ILO AA Grade wood doors	6	Conn Acoustics	\$1,680	ELIMINATED	\$1,680
	Standard HMF and HMD ILO Spec 081743 FRP Flush Doors and Frames (delete this spec)	6	Conn Acoustics	\$19,840	ELIMINATED	\$19,840
	Revise Drywall and Insulation Scope					
	Replace sprayed cellulosic insulation at exterior wall (per note #89 on A101) with standard batt insulation (full height) & drywall to 6" above ceiling	9	Conn Acoustics	\$40,750	ELIMINATED	\$40,750
	Top of Wall Firestopping/Smoke Sealing Removal					
	Top of Wall Firestopping Removal	7.1	Barber Firestop	\$15,000	ELIMINATED	\$15,000
	MEP Cost Reductions					
	Remove Dual Fuel Requirement in Equipment Specs	23	A&B Mech	\$50,000	ELIMINATED	\$50,000
	Remove Siesmic Curb Requirments - Revise to Standard Curbs	23	A&B Mech	\$20,000	ELIMINATED	\$20,000
	Assess whether steamer is actually required	23	A&B Mech	\$13,500	NOT ACCEPTED	
	Remove Laser Scanning Scope	23	A&B Mech	\$27,500	ELIMINATED	\$27,500
	Revise Specs to allow PVC in leiu of Cast Iron	22	A&B Mech	\$18,000	ELIMINATED	\$18,000
	Allow Pex plumbing supply laterals in lieu of Copper	22	A&B Mech	\$75,000	ELIMINATED	\$75,000
	Fixture Types Cost Reduction (estimate)	22	A&B Mech	\$10,000	NOT ACCEPTED	
	Copper Feeders to Aluminum	26	Ferguson Electric	\$13,000	ELIMINATED	\$13,000
	Site Work Reductions					
	Eliminate (2) trees and surrounds on Front Sidewalk	31	HI Stone	\$10,000	NOT ACCEPTED	
	Gymnasium Ceiling Decking and Painting					
	Eliminate Gymnasium Ceiling Paint (estimated)	9.4	TBD	\$5,000	NOT ACCEPTED	
	Revised Decking Type from galvanize to painted	5	XTX	\$2,990	NOT ACCEPTED	
	Roofing Material Efficiency (20 Warranty)					
	Switch from current Elevate .080 fleeeback TPO to an Elevate .060 TPO membrane	7	Premier	\$12,000	ELIMINATED	\$12,000

Norwalk Community Recreation Center

VALUE ENGINEERING LOG

TOTAL VALUE ENGINEERING ACCEPTED: (\$1,128,935)

NO.	DESCRIPTION	BP#	CONTRACTOR	ALT/VM AMOUNT	STATUS	ELIMINATED AMOUNT
	Switch from .063 coping metal .040 metal	7	Premier	\$3,000	ELIMINATED	\$3,000
	Remove Coverboard from Roofing System	7	Premier	\$12,000	ELIMINATED	\$12,000
	Bond Waiver					
	BP#01			\$ 445.80	NOT ACCEPTED	
	BP#02			\$ 2,023.01	NOT ACCEPTED	
	BP#03			\$ 3,141.00	NOT ACCEPTED	
	BP#04			\$ 5,962.20	NOT ACCEPTED	
	BP#05			\$ 2,082.00	NOT ACCEPTED	
	BP#06			\$ 9,160.46	NOT ACCEPTED	
	BP#07			\$ 3,192.00	NOT ACCEPTED	
	BP#07.1			\$ 514.66	NOT ACCEPTED	
	BP#08			\$ 3,994.50	NOT ACCEPTED	
	BP#09			\$ 3,946.71	NOT ACCEPTED	
	BP#09.1			\$ 816.82	NOT ACCEPTED	
	BP#09.2			\$ 2,257.98	NOT ACCEPTED	
	BP#09.3			\$ 1,980.00	NOT ACCEPTED	
	BP#09.4			\$ 804.00	NOT ACCEPTED	
	BP#11			\$ 1,601.78	NOT ACCEPTED	
	BP#21			\$ 1,354.20	NOT ACCEPTED	
	BP#22			\$ 5,193.60	NOT ACCEPTED	
	BP#23			\$ 9,271.20	NOT ACCEPTED	
	BP#26			\$ 14,844.00	NOT ACCEPTED	
	BP#31			\$ 10,440.00	NOT ACCEPTED	
	General Requirements Reduction					
	Reduce Temporary Protection Requirements	6	Conn Acoustics	\$10,000	ELIMINATED	\$10,000
	Allowance Reductions					
	BP#01 Final Cleaning - Allowance Reduction	1	Orissa	\$ 5,272.50	ELIMINATED	\$5,273
	BP#02 Hazmat & Demolition - Allowance Reduction	2	AEI	\$ 24,502.05	ELIMINATED	\$24,502
	BP#03 Concrete - Allowance Reduction	3	Capasso	\$ 9,960.00	ELIMINATED	\$9,960
	BP#04 Masonry - Allowance Reduction	4	CT Mason	\$ 15,750.00	ELIMINATED	\$15,750
	BP#05 Metals - Allowance Reduction	5	XTX	\$ 12,150.00	ELIMINATED	\$12,150

Norwalk Community Recreation Center
VALUE ENGINEERING LOG

TOTAL VALUE ENGINEERING ACCEPTED: **(\$1,128,935)**

NO.	DESCRIPTION	BP#	CONTRACTOR	ALT/VM AMOUNT	STATUS	ELIMINATED AMOUNT
	BP#06 General Trades - Allowance Reduction	6	Conn Acoustics	\$ 20,121.00	ELIMINATED	\$20,121
	BP#07 Roofing - Allowance Reduction	7	Premier	\$ 9,750.00	ELIMINATED	\$9,750
	BP#7.1 Firestopping - Allowance Reduction	7.1	Barber	\$ 7,500.00	ELIMINATED	\$7,500
	BP#08 Aluminum Glass and Glazing - Allowance Reduction	8	Acorn	\$ 2,700.00	ELIMINATED	\$2,700
	BP#09 Drywall and Framing - Allowance Reduction	9	Conn Acoustics	\$ 14,336.25	ELIMINATED	\$14,336
	BP#09.1 Acoustical Systems - Allowance Reduction	9.1	Conn Acoustics	\$ 4,875.00	ELIMINATED	\$4,875
	BP#09.2 Tiling and Wood Flooring - Allowance Reduction	9.2	Barall & Konover	\$ 3,227.00	ELIMINATED	\$3,227
	BP#09.3 Carpet and Resilient - Allowance Reduction	9.3	Barall & Konover	\$ 3,227.00	ELIMINATED	\$3,227
	BP#09.4 Painting - Allowance Reduction	9.4	Professional	\$ 7,766.25	NOT ACCEPTED	
	BP#21 Fire Protection - Allowance Reduction	21	Blackwater	\$ 9,000.00	ELIMINATED	\$9,000
	BP#23 Mechanical - Allowance Reduction	23	A&B Mech	\$ 18,000.00	ELIMINATED	\$18,000
	BP#26 Electrical - Allowance Reduction	26	A&B Mech	\$ 36,593.50	ELIMINATED	\$36,594
	BP#31 Site Construction - Allowance Reduction	31	H.I. Stone	\$ 60,000.00	ELIMINATED	\$60,000
	OTHER					
	CM Contingency Reduction			\$ 50,000.00	NOT ACCEPTED	
	Owner Contingency Reduction			\$ 250,000.00	NOT ACCEPTED	
				TOTAL VE PROPOSED		ELIMINATED
				\$1,973,599		\$1,128,935

ARCHITECT'S BID VALUE ENGINEERING RESPONSE

PROJECT: Norwalk Community Rec Center

Date: 12/6/2024

COMMENT		ARCHITECT RESPONSE
Reduce AV Scope of Work		
1.	Deferred AV Equipment	Refer to revised Audio Video systems specifications and VE mark-up AV & Security drawings
2.	Eliminate AV Equipment	Refer to revised Audio Video systems specifications and VE mark-up AV & Security drawings
3.	Deferred WAP's Equipment	
4.	AV Equipment Rough-in Reduction (50%) (estimated cost)	Refer to revised Audio Video systems specifications and VE mark-up AV & Security drawings
Reduce Security Scope of Work		
1.	Defer Security Camera Equipment	Refer to revised Audio Video systems specifications and VE mark-up AV & Security drawings
2.	Eliminate Security Camera Equipment	Refer to revised Audio Video systems specifications and VE mark-up AV & Security drawings
3.	Security Camera Count Reduction (75%) (estimated cost)	Refer to revised Audio Video systems specifications and VE mark-up AV & Security drawings
Aluminum Openings, Glass and Glazing VM		
1.	Aluminum Storefront Hardware (estimate)	Hardware intent must remain however Contractor may provide a Substitution for Convenience per Section 012500 in order to meet budget constraints.
2.	Remove Reglazing Skylight	Refer to revised A103 Roof Plans
3.	Reduce Scope of Window, Including the Gymnasium (estimate)	Refer to revised A102 Second Floor Plans & A300 Overall Exterior Elevations
Revise Tile Scope of Work		
1.	Remove Tile from Restrooms – Gym (estimated)	Apply flash cove base directly to CMU, no hardboard required
2.	Add Epoxy Paint to Cover Tile Locations – Gym (estimate)	
3.	Remove Tile from Restrooms – Existing (estimated)	Cut floor tile to 4"H pieces for use as wall base, use metal cove MP-2 as transition from floor to base tile. Cap top of base tile w/ metal edge profile MP-1

4.	Add Epoxy Paint to Cover Tile Locations – Existing (estimated)	
Revise Millwork		
1.	Reduce Scope of Millwork, i.e., Rooms	See Newfield markup drawings for reduction

From Newfield Construction – Value Engineering Log

Revise Doors, Frames and Hardware		
1.	Standard HMF and Standard STC 37/39 Wood Door ILO Spec 083473.16 Wood Sound Control Door	Remove Section 083473.16 from project scope. Door & frame types to remain as scheduled on Drawing A930. Refer to revised A930.
MEP Cost Reductions		
1.	Remove Dual Fuel Requirement in Equipment Specs	Revised schedule
2.	Remove Seismic Curb Requirements – Revise to Standard Curbs	Revised schedule / specification
3.	Access Whether Steamer is Actually Required	Humidifier is required
4.	Revise Specs to Allow PVC in Lieu of Cast Iron	PVC is not allowed in plenum ceilings. PVC is allowed below grade and in enclosed plumbing chases.
5.	Allow PEX Plumbing Supply Laterals in Lieu of Copper	PEX laterals are allowed as long as the laterals are plenum rated or enclosed plumbing chases.
6.	Copper Feeders to Aluminum	The use of aluminum conductors will be permitted for feeders in the power distribution system. only .

FROM: Amanda Cleveland

JOB NUMBER: 23.339

DISTRIBUTION: SP+A FILE



EXHIBIT – Part B
List of Drawings

Norwalk Community Recreation Center		REVISION DATE
	COVER SHEET	9/13/2024
G001	GENERAL INFORMATION & DRAWING LIST	11/4/2024
G002	BUILDING CODE PLANS & INFORMATION	9/13/2024
G003	BUILDING CODE EGRESS PLANS	9/13/2024
Civil		
C1	SITE DEMOLITION PLAN	9/13/2024
C2	SITE PLAN	9/13/2024
C3	GRADING & UTILITY PLAN	9/13/2024
C4	SOIL EROSION & SEDIMENTATION CONTROL PLAN	9/13/2024
C5	DETAILS	9/13/2024
C6	DETAILS	9/13/2024
Environmental		
HZ100	1ST & 2ND FLOOR ASBESTOS ABATEMENT LOCATIONS	9/13/2024
Structural		
S001	GENERAL NOTES	9/13/2024
S002	GENERAL NOTES	9/13/2024
S003	TYPICAL DETAILS	9/13/2024
S004	TYPICAL DETAILS	9/13/2024
S005	TYPICAL DETAILS	9/13/2024
S101	FOUNDATION PLAN	10/30/2024
S102	SECOND FLOOR & LOW ROOF FRAMING PLAN	10/30/2024
S103	ROOF FRAMING PLAN	10/30/2024
S200	ELEVATIONS	9/13/2024
S201	ELEVATIONS	10/30/2024
S250	CANOPY DETAILS	10/30/2024
S251	DECORATIVE COLUMN DETAILS	9/13/2024
S300	SECTIONS	10/30/2024
S301	SECTIONS	10/30/2024
S400	PILE CAP PLAN & COLUMN SCHEDULE	9/13/2024
Architectural		
A000	OVERALL EXISTING FLOOR PLANS	9/13/2024
A010	DEMOLITION PLANS	10/30/2024
A100	OVERALL FLOOR PLANS	9/13/2024
A101	FIRST FLOOR PLANS	11/4/2024
A102	SECOND FLOOR PLANS	11/4/2024
A103	ROOF PLANS	10/30/2024
A211	FIRST FLOOR FINISH PLANS	9/13/2024
A212	SECOND FLOOR FINISH PLAN, FINISH & WALL BOARD SCHEDULES	11/4/2024
A213	ENLARGED FLOOR PATTERN PLANS	9/13/2024
A230	FURNITURE PLANS (FOR REFERENCE ONLY – NOT FOR CONSTRUCTION)	9/13/2024
A251	FIRST FLOOR CEILING PLANS- PARTS "A" & "B"	10/30/2024
A252	SECOND FLOOR CEILING PLAN- PART "A"	10/30/2024
A260	CEILING DETAILS	10/30/2024
A300	OVERALL EXTERIOR ELEVATIONS	10/30/2024
A400	BUILDING SECTIONS	9/13/2024
A401	BUILDING SECTIONS	9/13/2024
A420	WALL SECTIONS	10/30/2024
A421	WALL SECTIONS	10/30/2024
A500	PLAN DETAILS	10/30/2024
A510	SECTION DETAILS	9/13/2024
A511	SECTION DETAILS	10/30/2024
A512	SECTION DETAILS	11/4/2024
A530	TYPICAL ROOF DETAILS	10/30/2024
A600	WINDOW ELEVATIONS	11/4/2024
A610	WINDOW DETAILS	10/30/2024
A611	WINDOW DETAILS	11/4/2024
A700	ENLARGED PARTIAL PLANS	11/4/2024
A701	ENLARGED CATERING KITCHEN PLAN, EQUIPMENT SCHEDULE, AND ELEVATIONS	10/30/2024
A702	ENLARGED TEACHING KITCHEN PLAN, EQUIPMENT SCHEDULE & ELEVATIONS	11/4/2024

Norwalk Community Recreation Center		REVISION DATE
A710	TOILET ROOM ELEVATIONS	9/13/2024
A711	TOILET ROOM ELEVATIONS	10/30/2024
A712	TOILET ROOM ELEVATIONS	10/30/2024
A730	INTERIOR ELEVATIONS	11/4/2024
A731	INTERIOR ELEVATIONS	9/13/2024
A732	INTERIOR ELEVATIONS	9/13/2024
A733	INTERIOR ELEVATIONS	9/13/2024
A734	INTERIOR ELEVATIONS	9/13/2024
A735	INTERIOR ELEVATIONS	9/13/2024
A736	INTERIOR ELEVATIONS	11/4/2024
A737	INTERIOR ELEVATIONS	9/13/2024
A738	INTERIOR ELEVATIONS	9/13/2024
A739	INTERIOR ELEVATIONS	9/13/2024
A740	INTERIOR ELEVATIONS	9/13/2024
A741	INTERIOR ELEVATIONS	9/13/2024
A742	INTERIOR ELEVATIONS	10/30/2024
A743	INTERIOR ELEVATIONS	11/4/2024
A800	CASEWORK DETAILS	9/13/2024
A801	CASEWORK DETAILS – YMCA RECEPTION DESK	9/13/2024
A802	CASEWORK DETAILS – TEACHING KITCHEN	9/13/2024
A803	CASEWORK DETAILS – OPEN OFFICE RECEPTION DESK	11/4/2024
A900	PARTITION TYPES	10/30/2024
A930	DOOR SCHEDULE	11/4/2024
A940	DOOR DETAILS	11/4/2024
A950	SIGNAGE	11/4/2024
Fire Protection		
FP000	FIRE PROTECTION NOTES, SCHEDULES & LEGENDS	9/13/2024
FP010	FIRE PROTECTION DEMOLITION PLANS	9/13/2024
FP101	FIRST FLOOR – FIRE PROTECTION	9/13/2024
FP102	SECOND FLOOR – FIRE PROTECTION	9/13/2024
FP300	FIRE PROTECTION DETAILS	9/13/2024
Plumbing		
P000	PLUMBING NOTES, ABBREVIATIONS & LEGEND	9/13/2024
P010	PLUMBING DEMOLITION PLANS	9/13/2024
P011	PLUMBING ROOF DEMOLITION PLAN	9/13/2024
P101	FIRST FLOOR PLANS-PLUMBING	10/30/2024
P102	SECOND FLOOR PLANS- PLUMBING	10/30/2024
P103	ROOF PLAN-PLUMBING	10/30/2024
P201	ENLARGED KITCHEN PLANS	9/13/2024
P202	TOILET ROOM ENLARGED PLANS	9/13/2024
P301	PLUMBING DETAILS	9/13/2024
P302	PLUMBING DETAILS	9/13/2024
P401	PLUMBING SCHEDULES	11/4/2024
Mechanical		
M001	MECHANICAL SYMBOL	9/13/2024
M011	MECHANICAL FIRST FLOOR DEMO PLAN	9/13/2024
M012	MECHANICAL SECOND FLOOR DEMO PLAN	9/13/2024
M013	MECHANICAL DEMO ROOF PLAN	9/13/2024
M101	MECHANICAL FIRST FLOOR	9/13/2024
M102	MECHANICAL SECOND FLOOR PLAN	11/4/2024
M103	MECHANICAL ROOF PLAN	9/13/2024
M200	MECHANICAL DETAILS	9/13/2024
M201	MECHANICAL DETAILS	9/13/2024
M202	MECHANICAL FLOW DIAGRAMS	9/13/2024
M300	MECHANICAL SCHEDULES	9/13/2024
M301	MECHANICAL SCHEDULES	10/30/2024
Electrical		
E001	GENERAL NOTES & LEGEND	9/13/2024
E010	ELECTRICAL FIRST & SECOND FLOOR POWER DEMOLITION PLANS	9/13/2024

Norwalk Community Recreation Center		REVISION DATE
E011	ELECTRICAL ROOF DEMOLITION POWER PLAN	9/13/2024
E012	ELECTRICAL FIRST & SECOND FLOOR LIGHTING DEMOLITION PLANS	9/13/2024
E110	ELECTRICAL FIRST FLOOR LIGHTING PLAN	9/13/2024
E111	ELECTRICAL SECOND FLOOR LIGHTING PLAN	9/13/2024
E210	ELECTRICAL FIRST FLOOR POWER PLAN	10/18/2024
E211	ELECTRICAL SECOND FLOOR POWER PLAN	9/13/2024
E212	ELECTRICAL ROOF POWER PLAN	9/13/2024
E400	ELECTRICAL ONE LINE RISER DIAGRAM	10/18/2024
E401	FIRE ALARM ONE RISER DIAGRAM	9/13/2024
E500	ELECTRICAL SCHEDULES	11/4/2024
E501	ELECTRICAL SCHEDULES	10/18/2024
E502	ELECTRICAL SCHEDULES	9/13/2024
E600	ELECTRICAL DETAILS	9/13/2024
E601	ELECTRICAL DETAILS	9/13/2024
E602	ELECTRICAL DETAILS	9/13/2024
ES001	ELECTRICAL DEMOLITION SITE PLAN	9/13/2024
ES100	ELECTRICAL NEW WORK SITE PLAN	10/18/2024
Technology		
T010	TECHNOLOGY FIRST & SECOND FLOOR DEMOLITION PLANS	9/13/2024
T600	TECHNOLOGY DETAILS	10/30/2024
T601	TECHNOLOGY DETAILS	9/13/2024
TA001	AUDIO VISUAL - SYMBOL LEGEND & GENERAL NOTES	10/25/2024
TA101	AUDIO VISUAL - 1ST FLOOR PLAN	10/25/2024
TA102	AUDIO VISUAL - 2ND FLOOR PLAN	10/25/2024
TA201	AUDIO VISUAL - DETAILS	10/25/2024
TA301	AUDIO VISUAL - WIRING DIAGRAMS & PANELS	10/25/2024
TA302	AUDIO VISUAL - WIRING DIAGRAMS	10/25/2024
TA304	AUDIO VISUAL - WIRING DIAGRAMS	10/25/2024
TY001	SECURITY - SYMBOL LEGEND & GENERAL NOTES	10/25/2024
TY101	SECURITY - 1ST FLOOR PLAN	10/25/2024
TY102	SECURITY - 2ND FLOOR PLAN	10/25/2024
TY201	SECURITY - DETAILS	10/25/2024
TY202	SECURITY - DETAILS	10/25/2024
TY301	SECURITY - WIRING DIAGRAMS	10/25/2024
ADDENDA NUMBER		DATE ISSUED
ADDENDUM #1		10/18/2024
ADDENDUM #2		10/25/2024
ADDENDUM #3		10/30/2024
ADDENDUM #4		11/4/2024
ADDENDUM #5		11/8/2024



EXHIBIT – Part C
List of Specifications

Division 00 - BIDDING AND CONTRACT REQUIREMENTS		REVISION DATE
00015	List of Drawing Sheets	
000210	Invitation to Bid	
000220	Instruction to Bidders, AIA Document A701	
000230	Supplemental Instructions to Bidders	
000230 A	City Project Bid Cover Information	
000235	CHRO Requirements	
000240	Bid Proposal Form	
000250	Bid Bond, AIA A310	
000260	Contractors Qualification Statement, AIA A305	
003100 A	Preliminary Construction Schedule	
003100 B	Phasing & Logistics Plan	
003100 C	Sample AIA Pay Application	
003100 D	Sample Trade Contractor PCO Form	
003100 E	Sample Subcontractor CO Form	
003100 G	City of Norwalk Hiring Ordinance Chapter 34 & Section 5	
003100 J	Existing Drawings (File Share)	
003100 K	Soils Management Plan - March 21, 2024	
005000	Standard Form Agreement between owner (City of Norwalk) and Construction Manager at Risk (Newfield Construction Group, LLC)	
005100	Form of Agreement Between Construction Manager and Trade Contractor	
005200	General Conditions of the Contract for Construction for Construction Manager at Risk (CMR)	
005300	Special Project Conditions	
005400	Prevailing Wage Rates	
009001	Bid Package 01 – Final Cleaning (SET ASIDE Contract)	
009002	Bid Package 02 – Hazmat & Demolition	
009003	Bid Package 03 – Concrete	
009004	Bid Package 04 – Masonry	
009005	Bid Package 05 – Metals	
009006	Bid Package 06 – General Trades	
009007	Bid Package 07 – Roofing	
009007.1	Bid Package 07.1 – Firestopping (SET ASIDE Contract)	
009008	Bid Package 08 – Aluminum Openings, Glass & Glazing	
009009	Bid Package 09 – Drywall & Framing	
009009.1	Bid Package 09.1 – Acoustical Ceilings and Systems	
009009.2	Bid Package 09.2 – Tiling and Wood Flooring	
009009.3	Bid Package 09.3 – Carpet, Resilient (SET ASIDE Contract)	
009009.4	Bid Package 09.4 – Painting (SET ASIDE Contract)	
009011	Bid Package 11 – Food Service Equipment	
009021	Bid Package 21 – Fire Protection	
009022	Bid Package 22 – Plumbing	
009023	Bid Package 23 – Mechanical	
009026	Bid Package 26 - Electrical, Communications and Fire Alarm	
009031	Bid Package 31 – Site Construction	
Division 01 - GENERAL REQUIREMENTS		
012100	Allowances	9/13/2024
012200	Unit Prices	9/13/2024
012300	Alternates	9/13/2024
012500	Substitution Procedures	9/13/2024
012600	Contract Modification Procedures	9/13/2024
012900	Payment Procedures	9/13/2024
013100	Project Management and Coordination	9/13/2024
013200	Construction Progress Documentation	9/13/2024
013233	Photographic Documentation	9/13/2024
013300	Submittal Procedures	9/13/2024
014000	Quality Requirements and Statement of Special Inspections	9/13/2024
014200	References	9/13/2024
015000	Temporary Facilities and Controls	9/13/2024
016000	Product Requirements	9/13/2024
017300	Execution	9/13/2024
017419	Construction Waste Management and Disposal	9/13/2024
017700	Closeout Procedures	9/13/2024
017823	Operation and Maintenance Data	9/13/2024
017839	Project Record Documents	9/13/2024
017900	Demonstration and Training	9/13/2024

Division 2 - EXISTING CONDITIONS		
024119	Selective Demolition	9/13/2024
024213	Reclaiming of Acoustical Ceiling Panels	9/13/2024
028213	Hazardous Materials Specifications	9/13/2024
Division 3 – CONCRETE		
031000	Concrete Forming and Accessories	9/13/2024
032000	Concrete Reinforcing	9/13/2024
033000	Cast-In-Place Concrete	9/13/2024
035416	Hydraulic Cement Underlayment	9/13/2024
Division 4 – MASONRY		
042000	Unit Masonry	9/13/2024
Division 5 - METALS		
051200	Structural Steel Framing	9/13/2024
052100	Steel Joist Framing	9/13/2024
053100	Steel Decking	9/13/2024
055000	Metal Fabrications	9/13/2024
Division 6 - WOOD, PLASTICS, AND COMPOSITES		
061000	Rough Carpentry	9/13/2024
061600	Sheathing	9/13/2024
062023	Interior Finish Carpentry	9/13/2024
064116	Plastic-Laminate-Clad Architectural Cabinets	9/13/2024
Division 7 - THERMAL AND MOISTURE PROTECTION		
070150.19	Preparation for Reroofing	9/13/2024
071326	Self-Adhering Sheet Waterproofing	9/13/2024
072100	Thermal Insulation	9/13/2024
072713	Modified Bituminous Sheet Air Barriers	9/13/2024
072726	Fluid-Applied Membrane Air Barriers	9/13/2024
074213.16	Metal Plate Wall Panels	9/13/2024
074213.23	Metal Composite Material Wall Panels	9/13/2024
075423	Thermoplastic Polyolefin (TPO) Roofing	9/13/2024
076200	Sheet Metal Flashing and Trim	9/13/2024
077100	Roof Specialties	9/13/2024
078413	Penetration Firestopping	9/13/2024
079200	Joint Sealants	9/13/2024
079500	Expansion Control	9/13/2024
Division 8 - OPENINGS		
081213	Hollow Metal Frames	9/13/2024
081416	Flush Wood Doors	9/13/2024
081743	FRP Flush Wood Doors and Frames	9/13/2024
083113	Access Doors and Frames	9/13/2024
083313	Coiling Counter Doors	9/13/2024
083473.16	Wood Sound Control Door Assemblies	9/13/2024
083800	Impact Traffic Doors	9/13/2024
084113	Aluminum-Framed Entrances and Storefronts	9/13/2024
084413	Glazed Aluminum Curtain Walls	9/13/2024
085653	Security Windows	11/4/2024
087100	Door Hardware	9/13/2024
088000	Glazing	9/13/2024
088300	Mirrors	9/13/2024
089000	Louvers and Vents	9/13/2024
Division 9 - FINISHES		
090000	Schedule of Finishes	9/13/2024
092216	Non-Structural Metal Framing	9/13/2024
092900	Gypsum Board	9/13/2024
093000	Tiling	9/13/2024
095113	Acoustical Panel Ceilings	9/13/2024
096466	Wood Athletic Flooring	9/13/2024
096513	Resilient Base and Accessories	9/13/2024
096516	Resilient Sheet Flooring	9/13/2024
096519	Resilient Tile Flooring	9/13/2024
096566	Resilient Athletic Flooring	9/13/2024
096723	Resinous Flooring	9/13/2024
096813	Tile Carpeting	9/13/2024
097200	Wall Coverings	9/13/2024
098433	Sound-Absorbing Wall Units	9/13/2024
098436	Sound-Absorbing Ceiling Units	9/13/2024
099113	Exterior Painting	9/13/2024

099123	Interior Painting	9/13/2024
099300	Staining and Transparent Finishes	9/13/2024
099600	High-Performance Coatings	9/13/2024
Division 10 - SPECIALTIES		
101100	Visual Display Units	9/13/2024
101146	Visual Display Fabrics	9/13/2024
101200	Display Cases	9/13/2024
101400	Signage	9/13/2024
101419	Dimensional Letter Signage	9/13/2024
102113.20	Solid Surface Toilet Compartments	9/13/2024
102600	Wall and Door Protection	9/13/2024
102800	Toilet, Bath, and Laundry Accessories	9/13/2024
104300	Emergency Aid Specialties	9/13/2024
104413	Fire Protection Cabinets	9/13/2024
104416	Fire Extinguishers	9/13/2024
105113	Metal Lockers	9/13/2024
105613	Metal Storage Shelving	9/13/2024
107119.16	Removable Aluminum Flood Barriers	9/13/2024
Division 11 - EQUIPMENT		
113100	Residential Appliances	9/13/2024
114000	Foodservice Specifications	9/13/2024
116623	Gymnasium Equipment	9/13/2024
116653	Gymnasium Dividers	9/13/2024
Division 12 - FURNISHINGS		
122413	Roller Window Shades	9/13/2024
123661.16	Solid Surfacing Countertops	9/13/2024
123661.19	Quartz Agglomerate Countertops	9/13/2024
126613	Fixed Tiered Seating	11/4/2024
124816	Entrance Grilles	9/13/2024
DIVISION 13 – SPECIAL CONSTRUCTION		
Not included in Specification	Not included in Specification	
Division 14 – CONVEYING EQUIPMENT		
Not included in Specification	Not included in Specification	
DIVISION 21 - FIRE PROTECTION		
210100	General Conditions for Fire Protection Trade	9/13/2024
210517	Sleeves and Sleeve Seals for Fire-Suppression Piping	9/13/2024
210518	Escutcheons for Fire-Suppression Piping	9/13/2024
210523	General-Duty Valves for Fire Water-Based Fire-Suppression Piping	9/13/2024
210548	Vibration & Seismic Controls for Fire-Suppression Piping & Equipment	9/13/2024
210553	Identification for Fire-Suppression Piping and Equipment	9/13/2024
211119	Fire Department Connections	9/13/2024
211313	Wet-Pipe Sprinkler Systems	9/13/2024
Division 22 - PLUMBING		
220100	General Conditions for Plumbing Trade	9/13/2024
220513	Common Motor Requirements for Plumbing Equipment	9/13/2024
220516	Expansion Fittings and Loops for Plumbing Piping	9/13/2024
220517	Sleeves and Sleeve Seals for Plumbing Piping	9/13/2024
220518	Escutcheons for Plumbing Piping	9/13/2024
220519	Meters and Gages for Plumbing Piping	9/13/2024
220523.12	Ball Valves for Plumbing Piping	9/13/2024
220523.13	Butterfly Valves for Plumbing Piping	9/13/2024
220523.14	Check Valves for Plumbing Piping	9/13/2024
220529	Hangers and Supports for Plumbing Piping and Equipment	9/13/2024
220553	Identification for Plumbing Piping and Equipment	9/13/2024
220719	Plumbing Piping Insulation	9/13/2024
221116	Domestic Water Piping	9/13/2024
221119	Domestic Water Piping Specialties	9/13/2024
221316	Sanitary Waste and Vent Piping	9/13/2024
221319	Sanitary Waste Piping Specialties	9/13/2024
221319.13	Sanitary Drains	9/13/2024
221416	Storm Drainage Piping	9/13/2024
221423	Storm Drainage Piping Specialties	9/13/2024
221623	Natural-Gas Piping	9/13/2024
223400	Fuel-Fired, Domestic-Water Heaters	9/13/2024
224213.13	Commercial Water Closets	9/13/2024
224213.16	Commercial Urinals	9/13/2024
224216.13	Commercial Lavatories	9/13/2024
224216.16	Commercial Sinks	9/13/2024

224223	Commercial Showers	9/13/2024
224716	Pressure Water Coolers	9/13/2024
Division 23 - HEATING, VENTILATING AND AIR CONDITIONING		
230000	Basic Mechanical Requirements	9/13/2024
230100	Mechanical Demolition	9/13/2024
230500	Common Work Results for HVAC	9/13/2024
230513	Common Motor Requirements for HVAC Equipment	9/13/2024
230517	Sleeves and Sleeve Seals for HVAC Piping	9/13/2024
230529	Hangers and Supports for HVAC Piping and Equipment	9/13/2024
230548	Vibration and Seismic Controls for HVAC Piping	9/13/2024
230553	Identification for HVAC Piping and Equipment	9/13/2024
230593	Testing, Adjusting, and Balancing for HVAC	9/13/2024
230713	Duct Insulation	9/13/2024
230926	Automatic Temperature Controls	9/13/2024
230993	Sequence of Operation	9/13/2024
233113	Metal and Non-Metal Ducts	9/13/2024
233300	Air Duct Accessories	9/13/2024
233423	HVAC Power Ventilators	9/13/2024
233533	Listed Kitchen Ventilation System Exhaust Ducts	9/13/2024
233600	Air Terminal Units	9/13/2024
233713	Diffusers, Registers, and Grilles	9/13/2024
233813	Commercial Kitchen Hoods	10/18/2024
237416.11	Packaged Rooftop Air-Conditioning Units	9/13/2024
237423	Outdoor, Indirect, Fuel-Fired, Heating Only, Make-Up Air Units	9/13/2024
237435	Condensing Units	9/13/2024
238219	Ducted Fan Coil Units	9/13/2024
238240	Electric Heaters	9/13/2024
Division 26 - ELECTRICAL		
260500	Common Work Results for Electrical	9/13/2024
260509	Electrical Demolition Requirements	9/13/2024
260519	Low-Voltage Electrical Power Conductors and Cables	9/13/2024
260523	Control-Voltage Electrical Power Cables	9/13/2024
260526	Grounding and Bonding for Electrical Systems	9/13/2024
260529	Hangers and Supports for Electrical Systems	9/13/2024
260533	Raceway and Boxes for Electrical Systems	9/13/2024
260543	Underground Ducts and Raceways for Electrical Systems	9/13/2024
260544	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	9/13/2024
260548	Vibration and Seismic Controls for Electrical Systems	9/13/2024
260553	Identification for Electrical Systems	9/13/2024
260573	Overcurrent Protective Device Coordination Study	9/13/2024
260574	Overcurrent Protective Device Arc-Flash Study	9/13/2024
260923	Lighting Control Devices	9/13/2024
262413	Switchboards	9/13/2024
262416	Panelboards	9/13/2024
262713	Electricity Metering	9/13/2024
262726	Wiring Devices	9/13/2024
262813	Fuses	9/13/2024
262816	Enclosed Switches and Circuit Breakers	9/13/2024
262913	Enclosed Controllers	9/13/2024
262923	Variable Frequency Motor Controllers	9/13/2024
263323.11	Inverter/Battery Equipment for Emergency Lighting	9/13/2024
265119	LED Interior Lighting	9/13/2024
265219	Emergency and Exit Lighting	9/13/2024
265619	LED Exterior Lighting	9/13/2024
Division 27 - COMMUNICATIONS		
270528	Pathways for Communications Systems	9/13/2024
270544	Sleeves and Sleeve Seals for Communications Pathways and Cabling	9/13/2024
271100	Communications Equipment Room Fittings	9/13/2024
271300	Communications Backbone Cabling	9/13/2024
271500	Communications Horizontal Cabling	9/13/2024
274100	Audio Video Systems	10/25/2024
275116	Public Address System	10/25/2024

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY		
281300	Access Control System	10/25/2024
281600	Intrusion Detection System	10/25/2024
282300	Video Surveillance System	10/25/2024
283111	Digital, Addressable Fire Alarm System	9/13/2024
Division 31 – EARTHWORK		
310515	Soils and Aggregates for Earthwork	9/13/2024
311000	Site Clearing	9/13/2024
312000	Earthwork	9/13/2024
312333	Trenching and Backfilling	9/13/2024
312500	Erosion and Sedimentation Controls	9/13/2024
Division 32 – EXTERIOR IMPROVEMENTS		
321123	Aggregate Base Courses	9/13/2024
321216	Asphalt Paving	9/13/2024
321623	Sidewalks	9/13/2024
Division 33 – UTILITIES		
330513	Manholes, Catch Basins, and Structures	9/13/2024
333100	Sanitary Utility Sewerage Piping	9/13/2024
334100	Storm Utility Drainage Piping	9/13/2024

ADDENDA NUMBER	DATE ISSUED
ADDENDUM #1	10/18/2024
ADDENDUM #2	10/25/2024
ADDENDUM #3	10/30/2024
ADDENDUM #4	11/4/2024
ADDENDUM #5	11/8/2024



EXHIBIT – Part D
Clarifications and Assumptions

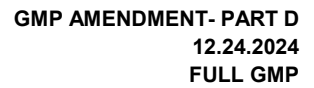
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EXHIBIT – Part E
Allowances

NOTE: Bid Package Allowance Values have been reduced per VE Log. See VE Log.

BID PACKAGE #	TRADE	Allowance Description	UNIT	QUANTITY	VALUE	TOTAL USED	% COMPLETE	REMAINING
BP#01								
1	Final Cleaning	Note 1.11 - Labor Hours	HRS	80	\$ 1,757.50	\$ -	0.00%	\$ 1,757.50
BP#07.1								
7.1	FireStopping	Note 1.8 - MEP Penetration Allowance	EA	50	\$ 2,500.00	\$ -	0.00%	\$ 2,500.00
BP#08								
8	Aluminum Openings Glass and Glazing	Note 1.25 - Glazer Labor Hours	HRS	40	\$ 900.00	\$ -	0.00%	\$ 900.00
BP#09.4								
9.4	Painting	Note 1.16 - Painter Hours	HRS	120	\$ 10,355.00	\$ -	0.00%	\$ 10,355.00
BP#21								
21	Fire Protection	Note 1.11 - Labor Hours	HRS	120	\$ 3,000.00	\$ -	0.00%	\$ 3,000.00
BP#23								
23	Mechanical	Note 1.32 - Labor Hours	HRS	160	\$ 5,200.00	\$ -	0.00%	\$ 5,200.00

NOTE: Bid Package Allowance Values have been reduced per VE Log. See VE Log.

BID PACKAGE #	TRADE	Allowance Description	UNIT	QUANTITY	VALUE	TOTAL USED	% COMPLETE	REMAINING
BP#02								
2	Demolition/Hazmat	Note 1.24 - Demolition Laborer Hours	HRS	360	\$ 8,167.35	\$ -	0.00%	\$ 8,167.35
2	Demolition/Hazmat	Note 1.25 - Lead Paint Removal (2'x2')	EA	10	\$ -	\$ -	#DIV/0!	\$ -
BP#03								
3	Concrete	Note 1.33 - Carpenter Labor Hours	HRS	160	\$ 3,320.00	\$ -	0.00%	\$ 3,320.00
BP#04								
4	Masonry	Note 1.29 - Mason, Laborer, Operator Labor Hours	HRS	184	\$ 5,250.00	\$ -	0.00%	\$ 5,250.00
BP#05								
5	Metals	Note 1.28 - Iron Worker Labor Hours	HRS	120	\$ 4,050.00	\$ -	0.00%	\$ 4,050.00
BP#06								
6	General Trades	Note 1.35 - Carpenter, Laborer Labor Hours	HRS	320	\$ 8,707.00	\$ -	0.00%	\$ 8,707.00
BP#07								
7	Roofing	Note 1.1 - Roofer Labor Hours	HRS	160	\$ 3,250.00	\$ -	0.00%	\$ 3,250.00
BP#09								
9	Drywall and Framing	Note 1.20 - Carpenter, Laborer Labor Hours	HRS	240	\$ 4,778.75	\$ -	0.00%	\$ 4,778.75
BP#09.1								
9.1	Acoustical Ceilings	Note 1.20 - Carpenter, Laborer Labor Hours	HRS	80	\$ 1,625.00	\$ -	0.00%	\$ 1,625.00
BP#26								
26	Electrical	Note 1.38 - Temporary Service Fees	LUMP	1	\$ -	\$ -	#DIV/0!	\$ -
26	Electrical	Note 1.39 - Electrical Journeyman Labor Hours	HRS	160	\$ 7,729.00	\$ -	0.00%	\$ 7,729.00
26	Electrical	Note 1.40 - Elevator Modernization	LUMP	1	\$ -	\$ -	#DIV/0!	\$ -
26	Electrical	Note 1.79 - Low Voltage Labor Hours	HRS	80	\$ 3,864.50	\$ -	0.00%	\$ 3,864.50
26	Electrical	Note 1.123 - Elevator Modernization Low Voltage/Fire Alarm	LUMP	1	\$ -	\$ -	#DIV/0!	\$ -
BP#31								
31	Grading/ Site Work	Structural Fill and Install	CY	300	\$ 24,600.00	\$ -	0.00%	\$ 24,600.00
31	Grading/ Site Work	Off-Site Transportation and Disposal of Polluted Soils	TON	200	\$ 33,600.00	\$ -	0.00%	\$ 33,600.00
31	Grading/ Site Work	Off-Site Transportation and Disposal of Contaminated Soils	TON	200	\$ 33,600.00	\$ -	0.00%	\$ 33,600.00
31	Grading/ Site Work	Trench Rock Removal by with Splitters, Jack Hammer, Hoe Ram	CY	200	\$ -	\$ -	#DIV/0!	\$ -
31	Grading/Site Work	Note 1.50 - Water Service Fees - (WPCA Connection Fee)	LUMP	1	\$ 26,500.00	\$ -	0.00%	\$ 26,500.00
31	Grading/ Site Work	Note 1.52 - Phasing and Restoration Areas - Loader CAT 918, Operator, Laborer Hours	HRS	360	\$ 12,000.00	\$ -	0.00%	\$ 12,000.00



EXHIBIT – Part F
Unit Prices

GMP Amendment Part F Unit Prices



ALL PROJECT UNIT PRICES HAVE BEEN INCLUDED IN THE PARTIAL GMP. THIS FORM IS INCLUDED FOR REFERENCE ONLY.

The Trade Contractors agree that the following unit prices shall be the basis for computing extra costs to the contract for additional work and credits for deleted work. Unit prices shall include costs for all materials, equipment, tools, small tools, labor, permits, fees, overhead, profit, supervision, home office support, project management, estimating, safety, travel, shop drawings and as built drawings for all parties involved in the work. Unit prices shall apply to both the trade contractors and their subcontractors. All work is to be accomplished in accordance with applicable Sections of the Specifications. The Owner reserves the right to selectively reject any of the unit prices without any affect on the remainder of the bid.

Unit Prices do not include CM Bond Costs or CM Fees.

Unit Prices listed below are considered additive unit pricing, deductive unit prices will be based on the prices below less ten percent (10%).

CY= cubic yard
SY= square yard
LF = linear foot

SF= square foot
HR= hour
LB= pound

FIT=fittings
CU FT = cubic foot
TON = ton

GAL=gallon
EA = each

Unit Price #	Unit Price Description	Unit	Trade Price
1	Structural Fill Furnish and Install	CY	\$82.00
2	Trench Rock Removal, with rock splitters, jack hammer, hoe ram	CY	\$150.00
3	Boulders (2) Two Cubic Yards or Greater	CY	\$45.00
4	Off-Site Transportation and Disposal of Polluted Soil	TON	\$168.00
5	Off-Site Transportation and Disposal of Contaminated Soil.	TON	\$168.00
6	Off-Site Transportation and Disposal of Hazardous Waste/Soils.	TON	\$600.00
7	Off Site Transportation and Disposal of Unsuitable Soils.	TON	\$40.00
8	Mass Rock Removal, removed by ripping or other methods	CY	\$60.00
9	Asbestos Pipe Insulation (Large Areas)	LF	\$7,500.00
10	Asbestos Pipe Insulation (Tent Area - <150lf)	LF	\$3,500.00
11	Asbestos Pipe Insulation (Glove Bag - <3lf)	EA	\$250.00
12	Asbestos Coated Sinks	EA	\$300.00
13	Asbestos Floor Tile & Mastic	SF	\$4.50

GMP Amendment Part F Unit Prices



14	Asbestos Chalk Board/Tack Board Adhesive	SF	\$8.00
15	Asbestos Countertop Linoleum & Adhesive	SF	\$6.00
16	Asbestos Fire Doors	EA	\$125.00
17	Asbestos Ceramic Adhesive	SF	\$12.00
18	Asbestos HVAC Tar on Condensate Trays	EA	\$150.00
19	Asbestos HVAC Vibration Cloth	EA	\$150.00
20	Asbestos Roof Drain Bowl Insulation	EA	\$300.00
21	Asbestos Interior Diodes of Small and Large Motors	EA	\$150.00
22	Asbestos Electrical Equipment Boards/Panel Boards	EA	\$100.00
23	Asbestos Interior of Transformers & Fuse Boxes	EA	\$75.00
24	Asbestos Slab Moisture Barrier	SF	\$25.00
25	Asbestos Foundation Mastic	SF	\$25.00
26	Asbestos Window and Door Caulk	EA	\$300.00
27	Asbestos Transite Drainage Pipe	LF	\$35.00
28	Decontamination Unit	EA	\$1,500.00



EXHIBIT – Part G
Alternates

ALL PROJECT ALTERNATES HAVE BEEN INCLUDED IN THE PARTIAL GMP. THIS FORM IS INCLUDED FOR REFERENCE ONLY.

Alternate Prices do not include CM Bond Costs or CM Fees.

ALTERNATE No. 1: ADD Sound Absorbing Wall Units - Gymnasium

1. Add Sound Absorbing Wall Panels to the Gymnasium per Specification 098433 and as shown on the Contract Drawings (A737). Sound Absorbing Wall Panel in the Gymnasium are not part of the Base Bid and will not be included unless this Alternate is elected. Sound Absorbing Wall Panels are to be furnished and installed by Bid Package#09.1 – Acoustical Ceilings and Systems.

ADD/DEDUCT: \$31,055.00

- BP#09.1 Acoustical Ceilings and Systems - \$31,055.00

ALTERNATE No. 2: ADD Sound Absorbing Wall Units - Lounge

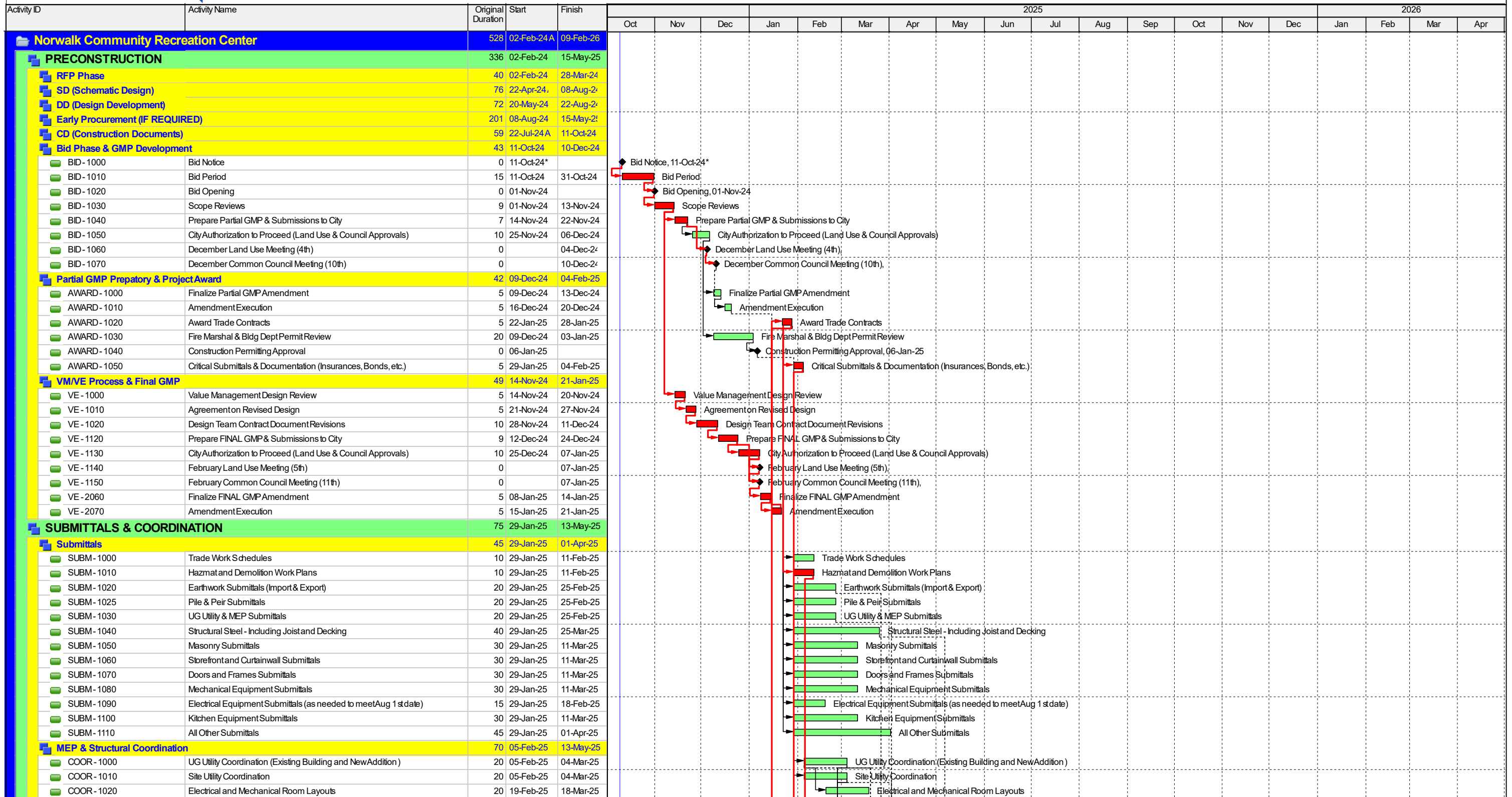
1. Add Sound Absorbing Wall Panels to the Gymnasium per Specification 098433 and as shown on the Contract Drawings (A733). Sound Absorbing Wall Panel in the Lounge are not part of the Base Bid and will not be included unless this Alternate is elected. Sound Absorbing Wall Panels are to be furnished and installed by Bid Package#09.1 – Acoustical Ceilings and Systems.

ADD/DEDUCT: \$8,935.00

- BP#09.1 Acoustical Ceilings and Systems - \$8,935.00



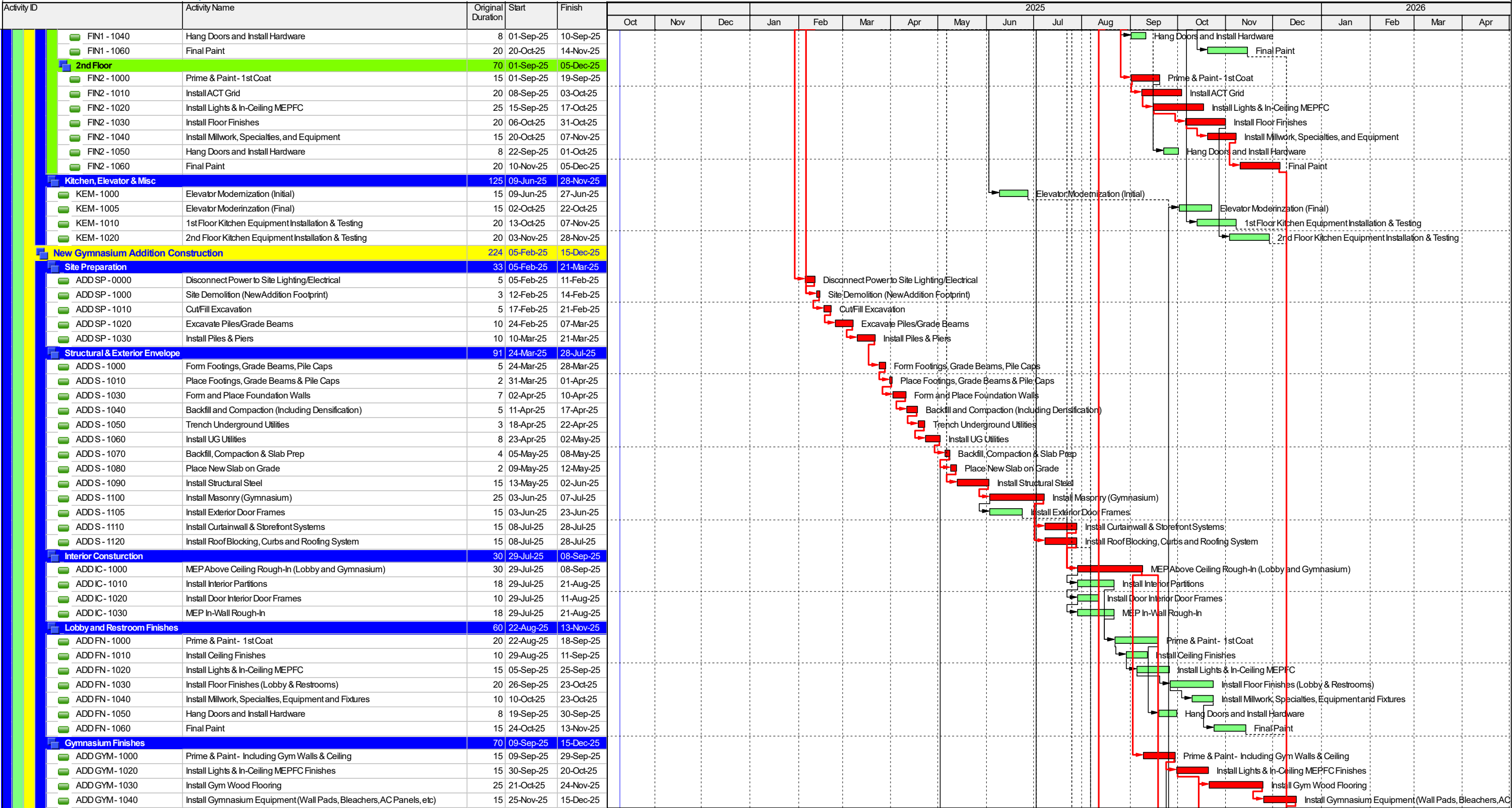
EXHIBIT – Part H
Project Schedule



Actual Level of Effort Critical Remaining Work
Actual Work Milestone
Remaining Work

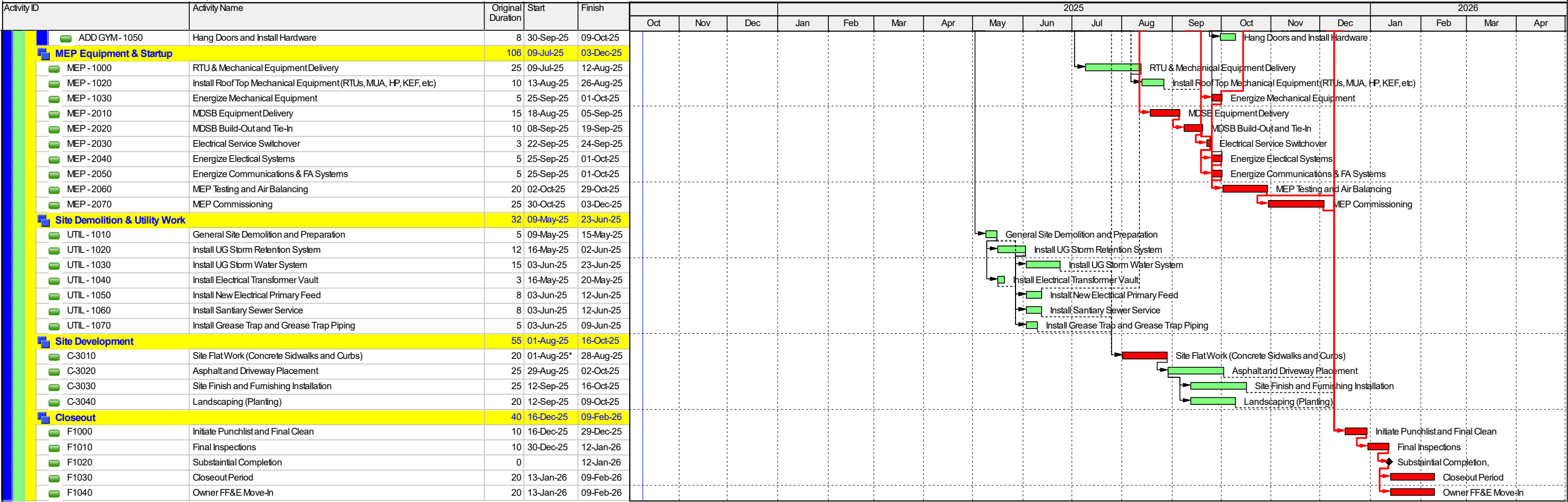


Run Date: 24-Dec-24
Run Time: 10:12



Actual Level of Effort
Actual Work
Remaining Work

Critical Remaining Work
Milestone



Actual Level of Effort Critical Remaining Work
Actual Work Milestone
Remaining Work



EXHIBIT – Part I
Formal Recommendation for Approval of Listed Trade Contractors
(See GMP Letter)



EXHIBIT – Part J
Trade Rejection Letters for Non-Compliance
(None)

			YMCA	DECD Funds	HUD	ARPA	City/Capital	City GGP	Total available
Funding Currently Available			\$ 80,000	\$ 1,200,000	\$ 1,750,000	\$ 6,374,000	\$ 2,500,000	\$ 1,226,647	\$ 13,130,647
	95% CD Estimate	PROJECTED TOTAL PROJECT	YMCA Funds(\$250,000)	DECD Funds Used	HUD Funds Used	ARPA Funds Used	City (Cap. \$) Funds Used	City GGP Funds Used	Available Balance
Construction Costs									
1	Project Requirements (Final Cleaning)	\$ 310,662	\$ 69,027						\$ 310,662
2	Demolition and Hazmat	\$ 245,266	\$ 312,667						\$ 245,266
2	Hazardous Material Abatement (site)	\$ 125,810							\$ 125,810
3	Concrete	\$ 447,069	\$ 513,540	\$ 523,500					\$ (76,431)
4	Masonry	\$ 823,196	\$ 970,950						\$ 823,196
	(YMCA-portion)		\$ 16,439						
5	Structural Steel	\$ 285,239	\$ 334,850	\$ 347,000					\$ (61,761)
5	Miscellaneous Metals	\$ 102,939							\$ 102,939
6	Rough Carpentry	\$ 74,552	\$ 1,309,644						\$ 74,552
6	Finish Carpentry	\$ 81,106							\$ 81,106
7	Thermal/Moist, protect/metal panels	\$ 36,919							\$ 36,919
7	Roofing	\$ 696,326	\$ 495,250						\$ 696,326
7	Exterior Cladding	\$ 260,468							\$ 260,468
7.1	Firestopping	\$ 63,277							
8	Doors, frame and hardware (alum openings)	\$ 153,311	\$ 625,150						\$ 153,311
8	Specialty Doors	\$ 8,000							\$ 8,000
8	Windows and glazing	\$ 356,497							\$ 356,497
9	Drywall & Framing	\$ 319,615	\$ 499,529						\$ 319,615
9.1	Acoustical Ceilings and panels	\$ 309,389	\$ 131,261						\$ 309,389
9.2	Tiling and Wood flooring	\$ 123,089	\$ 335,103						\$ 123,089
9.3	Carpet, resilient and wood flooring	\$ 467,317	\$ 326,773						\$ 467,317
	(YMCA-portion)		\$ 5,103						
9.4	Painting	\$ 159,402	\$ 134,000						\$ 159,402
10	Specialties	\$ 140,340							\$ 140,340
11	Food service equipment	\$ 311,789	\$ 266,964						\$ 311,789
12	Furnishings	\$ 19,121							\$ 19,121
14	Elevators	\$ 130,000	\$ 130,000						\$ 130,000
21	Fire Surpression	\$ 197,424	\$ 216,700						\$ 197,424
22	Plumbing	\$ 799,133	\$ 772,600						\$ 799,133
	(YMCA-portion)		\$ 8,445						
23	HVAC and Controls	\$ 1,317,085	\$ 1,429,700						\$ 1,317,085
	(YMCA-portion)		\$ 26,726						

		95% CD Estimate	PROJECTED TOTAL PROJECT	YMCA Funds(\$250,000)	DECD Funds Used	HUD Funds Used	ARPA Funds Used	City (Cap. \$) Funds Used	City GGP Funds Used	Available Balance
26	Electrical, communications, fire alarm	\$ 842,234	\$ 2,221,734							\$ 842,234
	(YMCA-portion)			\$ 21,009						
31	Site Preparation and Earthwork	\$ 783,791	\$ 1,680,000							\$ 783,791
32	Site Improvements (modify parking lot-\$150k)	\$ 62,600	\$ -							\$ 62,600
33	Utilities	\$ 244,960	\$ -							\$ 244,960
										\$ -
	Design Contingency	\$ 235,397	\$ -							\$ 235,397
	Escalation	\$ 190,397	\$ -							\$ 190,397
	Total Direct Costs	\$ 10,660,443	\$ 12,838,719	\$ 77,722	\$ 870,500	\$ -	\$ -	\$ -	\$ -	\$ 9,789,943
	CM General Conditions Fee - Incl Bond and GL Insurance	\$ 586,256	\$ 618,243							\$ 586,256
	Professional and GL Insurance	\$ -	\$ -							\$ -
	CM Contingency (1.5% x trade cost)	\$ 159,907	\$ 192,581							\$ 159,907
	CM Fixed Fees (1.95% x trade cost)	\$ 207,879	\$ 264,260							\$ 207,879
	Payment and Performance Bond	\$ -	\$ -							\$ -
	Total Indirect Construction Costs	\$ 954,041	\$ 1,075,084							\$ 954,041
	PROJECTED GMP VALUE	\$ 11,614,484	\$ 13,913,803							\$ 10,743,984
	Estimated City Soft Cost									
	Preconstruction	\$ 17,000	\$ 17,000							\$ 17,000
	Architect Feasibility Study	\$ 7,500	\$ 7,500							\$ 7,500
	Architect Design Fees (incl. consultants)	\$ 677,801	\$ 677,801							\$ 677,801
	Commissioning	\$ 25,000	\$ 25,000							\$ 25,000
	Testing and Inspection	\$ 20,000	\$ 20,000							\$ 20,000
	Moving (Misc.)	\$ 15,000	\$ 15,000							\$ 15,000
	Builders Risk Insurance	\$ 29,449	\$ 29,449							\$ 29,449
	Legal Fees (DECD)	\$ 500	\$ 500							\$ 500
	State Education Fee (x 0.00026)	\$ -	\$ 2,600							\$ -
	Building Permit Fees (x 0.008)	\$ 35,000	\$ 80,000							\$ 35,000
	Printing and Mailing	\$ 500	\$ 500							\$ 500
	City Administrative Fees- other costs- allowance	\$ 2,500	\$ 2,500							\$ 2,500
	Furniture, Fixtures and Equipment (incl. IT)	\$ 399,433	\$ 360,000							\$ 399,433
	(YMCA-portion)			\$ 170,000						
	Communications Tech. Hardware	\$ 114,123	\$ -							\$ 114,123
	(YMCA-portion)			\$ 2,278						
	Owner Contingency (3% x \$14m)	\$ 570,618	\$ 420,000	\$ -						\$ 570,618
	Total Estimated City Soft Cost	\$ 1,914,424	\$ 1,657,850	\$ 250,000			\$ -	\$ -	\$ -	\$ 1,897,424

	95% CD Estimate	PROJECTED TOTAL PROJECT	YMCA Funds(\$250,000)	DECD Funds Used	HUD Funds Used	ARPA Funds Used	City (Cap. \$) Funds Used	City GGP Funds Used	Available Balance
Total Project Cost	\$ 13,528,908	\$ 15,571,653	\$ 327,723	\$ 870,500	\$ -	\$ -	\$ -	\$ -	\$ 12,641,408

Projected Total \$15,571,653 minus Total Available \$13,130,647 =\$2,441,006 (additional funds required)

Architectural/Engineering Design Svc.									
Programming and Schematic Design	\$ 71,963					\$ 71,963	\$ 71,963	\$ 71,963	\$ -
Design Development	\$ 143,925					\$ 143,925	\$ 143,925	\$ 143,925	\$ -
Construction Documents	\$ 167,913					\$ 167,913	\$ 167,913	\$ 167,913	\$ -
Bid/Negotiation Phase	\$ 9,595								\$ 9,595
Construction Administration	\$ 86,355								\$ 86,355
FF&E	\$ 20,000								\$ 20,000
Surveying Service	\$ 15,000					\$ 15,000	\$ 15,000	\$ 15,000	\$ -
Environmental Design Services (allowance)	\$ 30,000					\$ 29,974	\$ 29,974	\$ 29,974	\$ 26
Environmental Monitoring (allowance)	\$ 75,000								\$ 75,000
Geotechnical Services (allowance)	\$ 6,000					\$ 6,000	\$ 6,000	\$ 6,000	\$ -
Energy Enhancement (allowance)	\$ 12,000					\$ 12,000	\$ 12,000	\$ 12,000	\$ -
Traffic Consultant (allowance)	\$ 10,000					\$ 10,000	\$ 10,000	\$ 10,000	\$ -
Reimbursable Expenses	\$ 15,000					\$ 15,000	\$ 15,000	\$ 15,000	\$ -
Base A/E Contract Amount	\$ 662,751					\$ 471,775	\$ 471,775	\$ 471,775	\$ 190,976
Additional Services- amt approved CC									
Geo Technical Allowance Overage (\$5,225)	\$ 2,525					\$ 2,525	\$ 2,525	\$ 2,525	\$ -
Environmental design allowance (\$2,525)	\$ 2,525								\$ 2,525
Environmental HUD (\$10,000)	\$ 10,000					\$ 5,852	\$ 5,852	\$ 5,852	\$ 4,148
	\$ 15,050					\$ 8,377	\$ 8,377	\$ 8,377	\$ 6,673
Total A & E Services	\$ 677,801			\$ -	\$ -	\$ 16,755	\$ 16,755	\$ 16,755	\$ 661,047



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.gov P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER

RE : **CRANBURY PARK/GALLAHER MANSION IMPROVEMENT
PROJECT – APPROVE GMP**

DATE: JANUARY 2, 2025

Cranbury Park/Gallagher Mansion is a valuable recreation, cultural and historic asset of the City of Norwalk.

Cranbury Park is approximately 227 acres of public parkland acquired by the City of Norwalk in 1965 from the Stevens Institute. Cranbury Park is Norwalk's largest park and Gallagher Mansion is located within the park. It was constructed in 1930 by Edward B. Gallagher and his wife Inez as a private residence. The Gallagher Estate is listed in the State and National Register of Historic Places. The mansion is a three-story Tudor Revival style that features oak paneling, French doors, painted murals, and stained-glass windows. The house was designed by Percy Livingston Power. The elegant house, formal garden, and tea house are popular spots for weddings, parties, and luncheons.

With all historic structures, building repairs and improvements are an integral part of preserving a valuable historic building asset. Recently, the City received a State of Connecticut grant through the Department of Economic and Community Development (DECD) in the amount of \$5,000,000 for the following improvements:

- Plumbing improvements to two bathrooms on second floor including waste and supply lines.
- Upgrade electric main panel, electric power to the kitchen and patio.

- Installation of new underground stormwater drain line for the gutter/leader system.
- Waterproofing of exterior masonry, including, but not limited to, repointing stone façade.
- Basement floor repaired once drainage system is completed.
- Upgrade interior finishes as directed.
- Demolish existing 5 cars maintenance vehicle garage and install a new structure.

As the project team assessed the conditions of the Mansion, we inspected the sanitary sewer system and decided to implement complete servicing of the building sewer lines along with the installation of a new septic system to support event load. Additionally, we also included work for the installation of air conditioning in the major public spaces on the first floor to accommodate summer events.

Gisolfi Associates is our architect and Downes Construction is our construction manager (CM). Earlier in the fall, Downes Construction, in collaboration with the City's Purchasing Department, issued the project for bids. Due to the current municipal construction climate, the bids came in higher than expected. Subsequently, with the project team's efforts, we were able to find additional valued engineering savings, rebid a couple of the trade packages and reduce our owner contingency to approximately 3% in order to arrive at an acceptable Guaranteed Maximum Price (GMP).

Attached is the proposed GMP Amendment with Downes Construction together with a project budget summary. Subject to Committee and Common Council approval, construction will begin in February 2025 and completion around November 2025.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute a Guaranteed Maximum Price (GMP) Amendment to the Downes Construction Company, LLC's Construction Manager (CM) contract for the Cranbury Park/Gallaher Mansion Improvement Project for a total amount not to exceed \$4,173,342.00. Terms of the agreement shall include:

- **Total Trade costs - \$3,298.884.00**
- **CM Fixed Fees at 2.5% for \$102,991.00**

- **CM Contingency at 3% for \$121,554.00 (balance revert to the City at project completion)**
- **General Conditions fee - \$649,914.00.**

**Funds for this agreement are available from the State DECD grant.
Acct #09236030 5782 C0831**

Cc: Tom Livingston, Chief-of-Staff
Robert Stowers, Director, Rec and Parks



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the **30th** day of **December** in the year **Two Thousand and Twenty Four**, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the **5th** day of **January** in the year **Two Thousand and Twenty Four** (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT**:

(Name and address or location)

Gallaher Mansion Project
300 & 360 Grumman Avenue
Norwalk, Ct 06851

THE OWNER:

(Name, legal status, and address)

City Of Norwalk
125 East Avenue
Norwalk, Ct 06856

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Downes Construction Company
200 Stanley Street
New Britain, Ct 06051

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1967879034)

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **Four Million, One Hundred Seventy-Two Thousand, One Hundred Twenty Dollars and 00/100 cents. (\$4,172,120.00)** , subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See Attachment #01

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See Attachment #02	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

See Attachment #03

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Attachment #1	GMP Summary	12/30/2024	1
Attachment #2	Alternates	12/30/2024	1
Attachment #3	Substantial Completion	12/30/2024	2
Attachment #4	Specifications	12/30/2024	2
Attachment #5	Drawings	12/30/2024	2
Attachment #6	Allowances	12/30/2024	1
Attachment #7	Assumptions & Clarifications	12/30/2024	3
Attachment #8	Cost Management Log	12/30/2024	1

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Attachment #04

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Attachment #05

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures;

implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title

Date

Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item

Price

See Attachment #06

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See Attachment #07

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

See Attachment #08

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Thomas Romagnoli, Executive Vice President
(Printed name and title)

A.1.1.2 - GUARANTEED MAXIMUM PRICE

GALLAHER ESTATE MANOR HOUSE MANSION & GARAGE

EXHIBIT A - GMP - ATTACHMENT #01

12/30/24



DOWNES

PROVIDED BELOW IS AN ITEMIZED STATEMENT OF THE GUARANTEED MAXIMUM PRICE ORGANIZED BY TRADE CATEGORIES, ALLOWANCES, CONTINGENCIES, ALTERNATES, THE CONSTRUCTION MANAGER'S FEE, AND OTHER ITEMS THAT COMPRISE THE GUARANTEED MAXIMUM PRICE.

NUMBER	DESCRIPTION	CONTRACTOR NAME	ORIGINAL CONTRACT AMOUNT (PO 02401426)	AMENDMENT NO. 01 AMOUNT W/ ALTERNATES	SCHEDULE OF VALUES
2.1	Abatement & Demolition (SBE)	Oscars		\$ 285,000.00	\$ 285,000.00
3.1	Concrete (SBE)	Sil/Carr		\$ 124,500.00	\$ 124,500.00
4.1	Masonry	Dexter		\$ 272,736.00	\$ 272,736.00
5.1	Structural Steel			w/ General Trades	w/ General Trades
6.1	General Trades	Acoustics		\$ 796,120.00	\$ 796,120.00
6.2	Historic Restoration	See Allowances		See Allowances	See Allowances
7.1	Roofing	Greenwood		\$ 129,941.00	\$ 129,941.00
9.4	Epoxy Flooring (M/WBE)	Cutting Edge		\$ 33,360.00	\$ 33,360.00
2.22.1	Plumbing	B&G		\$ 260,360.00	\$ 260,360.00
2.23.1	HVAC	Alliance		\$ 220,505.00	\$ 220,505.00
26.1	Electrical & Security System	JE Shea		\$ 449,000.00	\$ 449,000.00
31.1	Sitework & Landscaping	TD & Sons		\$ 759,168.00	\$ 759,168.00
	ESTIMATED COST MANAGEMENT /VE	w/Trades Above		\$ (343,941.00)	\$ (343,941.00)
	Project Requirements	DCC		\$ 99,400.00	\$ 99,400.00
A1	Sanitary Exploratory	w/Sitework			
A2	Hazmat	w/Abatement & Demo			
A3	Septic System for Mansions	w/Sitework			
A4	Historic Restoration	DCC		\$ 187,735.00	\$ 187,735.00
A5	Kitchen Upgrades	w/ General Trades			
A6	Polluted/Unsuitable Soils at Garage	DCC		\$ 25,000.00	\$ 25,000.00
TRADE PACKAGE TOTAL:			\$ -	\$ 3,298,884	\$ 3,298,884
0.75%	General Conditions & Staffing	DCC	\$ -	\$ 581,539	\$ 581,539
	PreConstruction	DCC	\$ 49,300.00		w/Soft Costs
	General Liability Insurance	DCC	\$ -	\$ 26,729.63	\$ 26,730
	Builder's Risk Insurance	BY OWNER	\$ -	By Owner	By Owner
	Local Building Permit/CO	BY OWNER	\$ -	By Owner	By Owner
	State Education Fund	BY OWNER	\$ -	By Owner	By Owner
0.98%	CM Payment & Performance Bond	DCC	\$ -	\$ 40,489	\$ 40,489
3.0%	Construction Contingency	DCC	\$ -	\$ 121,517	\$ 121,517
2.50%	CM Fee	DCC	\$ -	\$ 102,961	\$ 102,961
TOTAL GUARANTEED MAXIMUM PRICE:			\$ 49,300	\$ 4,172,120	\$ 4,172,120
TOTAL ESTIMATED SOFT COSTS (BY OWNER)					BY OWNER

A.1.1.5 - ALTERNATES

GALLAHER MANSION & GARAGE AT CRANBURY PARK

EXHIBIT A1 - GMP - ATTACHMENT #02

12/30/24

DOWNES CONSTRUCTION COMPANY
CONSTRUCTION MANAGER

DEDUCT Alternate #P1 Eliminate sump pump and all associated piping at the Mansion Areaway

NUMBER	DESCRIPTION	CONTRACTOR	Alternate #P-1	
2.22.1	Plumbing	B&G Piping Company	\$ (6,225.00)	
	TRADE PACKAGE TOTAL		\$ (6,225)	
		TOTALS:	\$ (6,225)	ACCEPTED

DEDUCT Alternate #P2 Eliminate domestic cold & hot water manifolds with individual piping to each fixture at the Garage and Mansion. Provide cold and hot water main with distribution (branch) piping to fixtures.

NUMBER	DESCRIPTION	CONTRACTOR	Alternate #P-2	
2.22.1	Plumbing	B&G Piping Company	\$ (17,250.00)	
	TRADE PACKAGE TOTAL		\$ (17,250)	
		TOTALS:	\$ (17,250)	ACCEPTED

DEDUCT Alternate #P3 Install mop sink (item #5) in the Pantry.

NUMBER	DESCRIPTION	CONTRACTOR	Alternate #P-3	
2.22.1	Plumbing	B&G Piping Company	\$ (3,200.00)	
	TRADE PACKAGE TOTAL		\$ (3,200)	
		TOTALS:	\$ (3,200)	ACCEPTED

DEDUCT Alternate M-1 Eliminate heat pump system (AC#4, AC#5 and HP #1) exhaust fans and all associated air outlets, ductwork, piping and controls serving second floor.

NUMBER	DESCRIPTION	CONTRACTOR	Alternate #M-1	
2.23.1	HVAC	Alliance Heating & AC	\$ (90,350.00)	
	TRADE PACKAGE TOTAL		\$ (90,350)	
		TOTALS:	\$ (90,350)	ACCEPTED

DEDUCT Alternate M-2 Eliminate air handling unit (AC#3) and all associated air outlets, ductwork, piping and controls serving Servant Dining, Kitchen and Pantry.

NUMBER	DESCRIPTION	CONTRACTOR	Alternate #M-2	
2.23.1	HVAC	Alliance Heating & AC	\$ (46,720.00)	
	TRADE PACKAGE TOTAL		\$ (46,720)	
		TOTALS:	\$ (46,720)	ACCEPTED

A.2.3.1 - SUBSTANTIAL COMPLETION

GALLAHER MANSION & GARAGE AT CRANBURY PARK

EXHIBIT A1 - GMP - ATTACHMENT #03

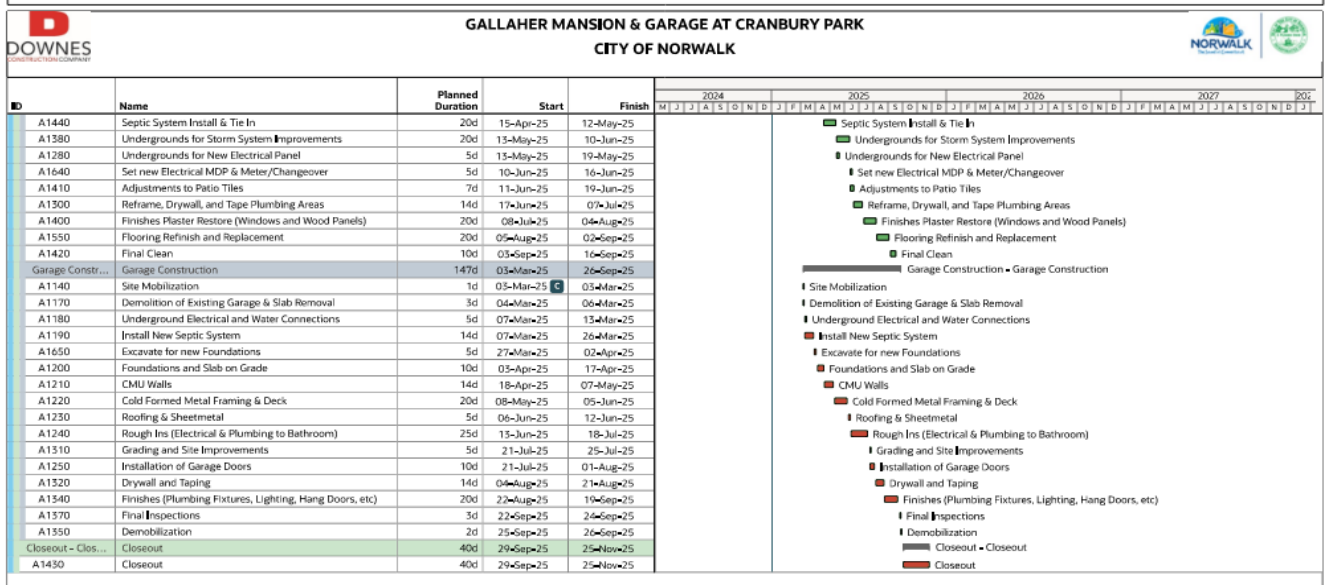
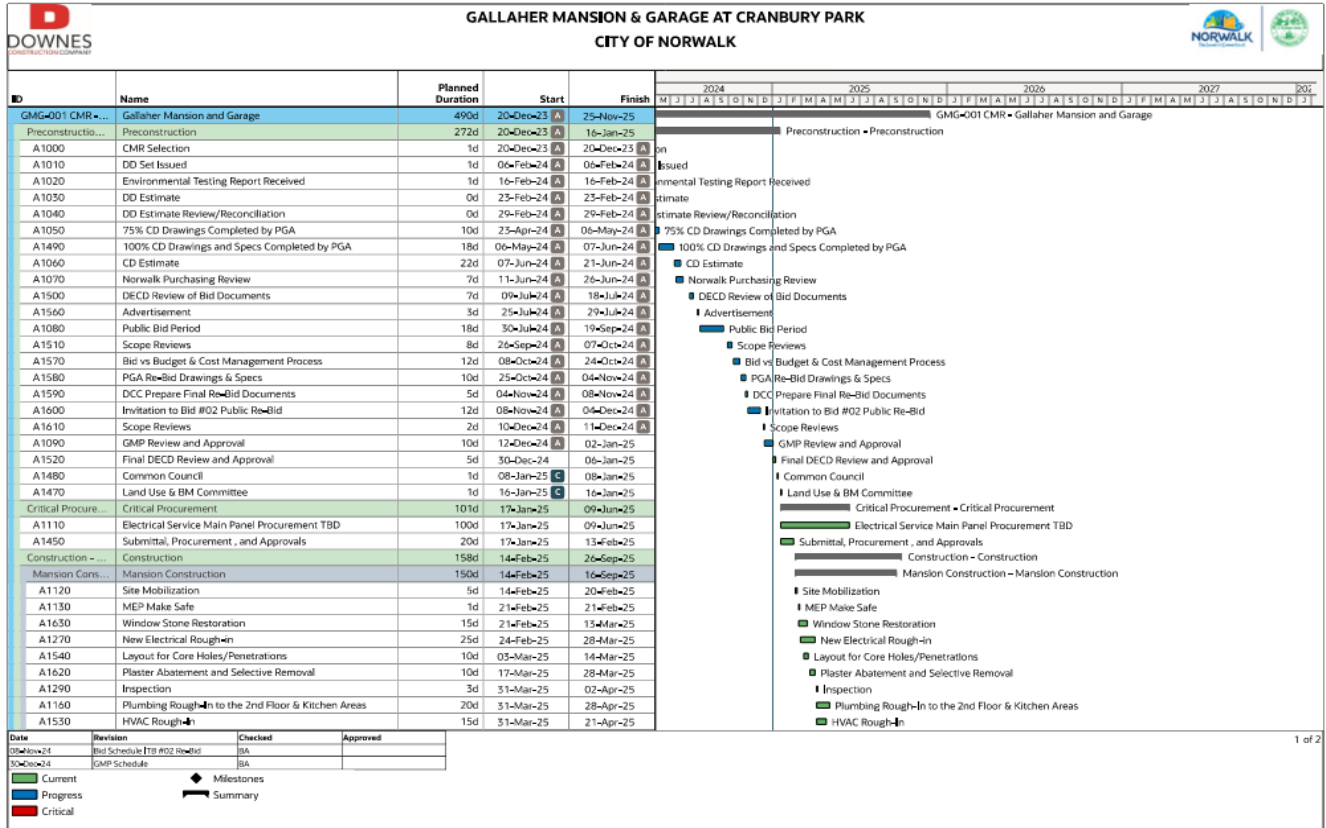
12/30/24

Article 1.4 of A133 Agreement is hereby revised by this GMP Amendment.

DOWNES CONSTRUCTION COMPANY
CONSTRUCTION MANAGER

The substantial completion date is anticipated to be September 2025 followed by Final Completion in November of 2025.

If the Construction Manager is delayed by supply chain shortages, significant price increases for materials, tariffs, unusual delay in deliveries or other causes related to the after effects of a pandemic or similar, the Construction manager shall be entitled to an equitable adjustment in contract time and sum.



Date	Revision	Checked	Approved
09/01/2024	Bid Schedule TIB #02 Rev01	BA	
30/06/2024	GMP Schedule	BA	

Current

Progress

Critical

◆

Milestones

▬

Summary

A.3.1.2 - SPECIFICATIONS

GALLAHER MANSION & GARAGE AT CRANBURY PARK

EXHIBIT A1 - GMP - ATTACHMENT #04

12/30/24

DOWNES CONSTRUCTION COMPANY
CONSTRUCTION MANAGER

The Guaranteed Maximum Price is based upon the following Specifications:
Specifications Prepared By Peter Gisolfi & Associates and their consultants:

SPECIFICATION LOG

INDEX OF SPECIFICATIONS					
Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
000110	Table of Contents	1			Re-Bid 11/13/24
01 - General Requirements					
01 33 00	Submittals	1			Re-Bid 11/13/24
01 60 00	Product and Substitution Requirements	1			Re-Bid 11/13/24
01 70 00	Execution Requirements	1			Re-Bid 11/13/24
01 73 10	Cutting and Patching	1			Re-Bid 11/13/24
01 77 00	Closeout Procedures	1			Re-Bid 11/13/24
02 - Existing Conditions					
02 33 13	Underground Utility Locator Service	1			Re-Bid 11/13/24
02 41 19	Building Demolition (Garage)	1			Re-Bid 11/13/24
02 41 20	Selective Demolition (Mansion)	1			Re-Bid 11/13/24
03 - Concrete					
03 30 00	CP Concrete	1			Re-Bid 11/13/24
03 30 50	Site Concrete	0	07/16/24	07/16/24	Issued for Public Bid
04 - Masonry					
04 01 00	Cleaning of Stone Assemblies	1			Re-Bid 11/13/24
04 20 00	Unit Masonry	1			Re-Bid 11/13/24
05 - Metals					
05 31 00	Steel Decking	1			Re-Bid 11/13/24
05 40 00	Cold Formed Metal Framing	1			Re-Bid 11/13/24
06 - Wood, Plastics, and Composites					
06 10 00	Rough Carpentry	1			Re-Bid 11/13/24
06 20 23	Interior Finish Carpentry	1			Re-Bid 11/13/24
07 - Thermal and Moisture Protection					
07 11 13	Bituminous Damp-Proofing	1			Re-Bid 11/13/24
07 21 00	Thermal Insulation	1			Re-Bid 11/13/24
07 21 19	Foamed In-Place Insulation	1			Re-Bid 11/13/24
07 31 13	Asphalt Shingles	1			Re-Bid 11/13/24
07 62 00	Sheet Metal Flashings & Specialties	1			Re-Bid 11/13/24
07 84 13	Through Penetration Fire-Smokestop Systems	1			Re-Bid 11/13/24
07 92 00	Joint Sealants	1			Re-Bid 11/13/24
08 - Openings					
08 12 13	Steel Doors and Frames	1			Re-Bid 11/13/24
08 33 00	Coiling Insulated Service Doors	1			Re-Bid 11/13/24
08 41 13	Aluminum-Framed Storefronts	1			Re-Bid 11/13/24
08 71 00	Door Hardware	1			Re-Bid 11/13/24
08 91 19	Fixed Louvers	1			Re-Bid 11/13/24
09 - Finishes					
09 22 16	Non-Structural Metal Framing	1			Re-Bid 11/13/24
09 24 00	Historic Stucco Maintenance and Repair	1			Re-Bid 11/13/24
09 29 00	Gypsum Board	1			Re-Bid 11/13/24
09 30 00	Ceramic Tile Base	1			Re-Bid 11/13/24
09 65 19	Resilient Wall Base	1			Re-Bid 11/13/24
09 77 00	Fiberglass Reinforced Wall Panel	1			Re-Bid 11/13/24
09 91 23	Painting	1			Re-Bid 11/13/24
09 96 00	Epoxy Floor Coating	1			Re-Bid 11/13/24
10 - Specialties					
10 21 13	Solid Plastic Toilet Compartments	1			Re-Bid 11/13/24
10 28 00	Toilet Accessories	1			Re-Bid 11/13/24
10 44 16	Fire Extinguishers & Fire Blanket	1			Re-Bid 11/13/24
11 - Equipment					
11 40 00	Food Service Equipment	1			Re-Bid 11/13/24
22 - Plumbing					
22 00 00	Plumbing	1			Re-Bid 11/13/24
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
23 00 00	Heating, Ventilating and Air Conditioning	1			Re-Bid 11/13/24
23 50 00	Supplementary Conditions Mechanical and Electrical Work	1			Re-Bid 11/13/24
26 - Electrical					
26 00 00	Electrical Work	1			Re-Bid 11/13/24
31 - Earthwork					

31 00 00	Site Work	1			Re-Bid 11/13/24
31 10 00	Site Demolition, Clearing and Preparation	1			Re-Bid 11/13/24
31 20 00	Earthwork	1			Re-Bid 11/13/24
31 23 16	Rock Removal	1			Re-Bid 11/13/24
31 23 33	Trenching and Backfilling	1			Re-Bid 11/13/24
31 25 13	Erosion and Sediment Control	1			Re-Bid 11/13/24
31 50 00	Excavation Support and Protection	1			Re-Bid 11/13/24
32 - Exterior Improvements					
32 12 16	Asphalt	1			Re-Bid 11/13/24
32 13 73	Site Work Joint Sealants	1			Re-Bid 11/13/24
32 17 20	Striping & Signs	1			Re-Bid 11/13/24
32 93 00	Planting, Seeding and Topsoil	1			Re-Bid 11/13/24
33 - Utilities					
33 40 00	Storm Drainage Utilities	1			Re-Bid 11/13/24
APX - Appendix No. 1					
00000	Table 1 - Asbestos Containing Materials / Lead Painted Surfaces - Base Bid Scope of Work	0			Re-Bid 11/13/24
02800	Asbestos Abatement	1			Re-Bid 11/13/24
02830	Lead Paint Awareness	1			Re-Bid 11/13/24
013529	Health and Safety	1			Re-Bid 11/13/24
APX2 - Appendix No. 2					
02800,1	Big East Asbestos Containing Material & Lead Based Paint Safe Practices	0	07/16/24	07/16/24	Issued for Public Bid
ATT1	Asbestos Site Drawings Basement/Attic	0			Re-Bid 11/13/24
ATT2	Pre-Demolition Hazmat Inspection Report	0			Re-Bid 11/13/24

A.3.1.3 - DRAWINGS

GALLAHER MANSION & GARAGE AT CRANBURY PARK
EXHIBIT A1 - GMP - ATTACHMENT #05
12/30/24

DOWNES CONSTRUCTION COMPANY
CONSTRUCTION MANAGER

The Guaranteed Maximum Price is based upon the following Drawings:
Specifications Prepared By Peter Gisolfi & Associates and their consultants:

DRAWING LIST

INDEX OF DRAWINGS					
Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A-050G	GARAGE REMOVALS PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-050M	MANOR HOUSE MANSION BASEMENT REMOVALS PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-051M	MANOR HOUSE MANSION FIRST FLOOR REMOVALS PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-052M	MANOR HOUSE MANSION SECOND FLOOR REMOVALS AND NEW FINISHES PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-053M	MANOR HOUSE MANSION ATTIC REMOV & CONST PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-054M	MANOR HOUSE MANSION MECHANICAL PENETRATION PLANS	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-055M	MANOR HOUSE MANSION MECHANICAL PENETRATION PLANS	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-100G	GARAGE CONSTRUCTION PLANS	2	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-100M	MANOR HOUSE MANSION FIRST FLOOR REPAIRS & FINISHES PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-101M	MANOR HOUSE MANSION WINDOW STONE REPAIR PLANS	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-102M	MANOR HOUSE MANSION 1ST FLR. WOOD REPAIRS PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-103M	MANOR HOUSE MANSION KITCHEN AREA PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-150G	GARAGE REFLECTED CEILING PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-200G	GARAGE EXTERIOR ELEVATIONS	2	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-200M	MANOR HOUSE MANSION EXTERIOR BUILDING PHOTOS	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-210M	MANOR HOUSE MANSION WNDW STONE REPAIR PHOTOS	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-211M	MANOR HOUSE MANSION WNDW STONE REPAIR PHOTOS	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-212M	MANOR HOUSE MANSION WNDW STONE REPAIR PHOTOS	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-213M	MANOR HOUSE MANSION WOOD REPAIR PHOTOS	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-214M	MANOR HOUSE MANSION WOOD REPAIR PHOTOS	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-215M	MANOR HOUSE MANSION KITCHEN AREA EQUIPMENT	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-300G	GARAGE ENLARGED BUILDING SECTION	2	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-301G	GARAGE ENLARGED BUILDING SECTION	2	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-302G	GARAGE ENLARGED BUILDING SECTION	2	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-303G	GARAGE ENLARGED BUILDING SECTION	2	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-350G	GARAGE WALL SECTIONS	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-400G	GARAGE INTERIOR ELEVATIONS	2	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-450G	GARAGE TOILET PLAN AND INT. ELEV.	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-700G	GARAGE FLOOR FINISH PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-800G	GARAGE & MANSION PARTITION TYPES	2	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-860G	GARAGE ROOF DETAILS	2	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-900	GARAGE & MANSION DOOR & WINDOW SCHEDULES	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
A-T	TITLE SHEET	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
Structural					
S-001.00	TITLE SHEET	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
S-002.00	GENERAL NOTES	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
S-100.00	PLANS	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
S-100.01	GARAGE STRUCTURAL PLANS	0	08/15/2024	08/23/2024	PGA Bid Supplement #2 (08/15/24)
S-400.00	CONCRETE & MASONRY DETAILS	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
S-401.00	LIGHT GAUGE DETAILS	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
S-401.01	GARAGE LIGHT GAUGE DETAILS	0	08/15/2024	08/23/2024	PGA Bid Supplement #2 (08/15/24)
Civil					
CU1 01	PLAN	0	11/05/2024		Re-Bid 11-13-24 (11/05/24)
CU1 02	GARAGE - PROPOSED SEPTIC PLAN AND DETAILS	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
CU101	MANOR HOUSE - PROPOSED SEPTIC PLAN	1	08/09/2024	08/16/2024	PGA Bid Supplement #1 (08/09/24)
CU501	MANOR HOUSE - SEPTIC DETAILS	2	11/05/2024		Re-Bid 11-13-24 (11/05/24)
VT101	TOPOGRAPHIC SURVEY	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
VT102	TOPOGRAPHIC SURVEY	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
VT103	TOPOGRAPHIC SURVEY	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
Plumbing					
P-100	PLUMBING MANSION BASEMENT PLAN & FIRST FLOOR PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
P-101	PLUMBING MANSION ENLARGED BASEMENT & KITCHEN PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
P-102	PLUMBING MANSION FIRST FLOOR PART PLAN & SECOND FLOOR PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
P-103	PLUMBING MANSION RISER DIAGRAMS & DETAILS	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
P-104	PLUMBING GARAGE GARAGE FLOOR PLAN, RISER DIAGRAMS & DETAIL	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
Mechanical					
ME-100	MECHANICAL REMOVAL MANSION BASEMENT PLAN & FIRST FLOOR PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
HVAC					
H-100	HVAC MANSION BASEMENT PLAN & FIRST FLOOR PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
H-101	HVAC MANSION SECOND FLOOR PLAN & ATTIC FLOOR PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
H-102	HVAC MANSION SCHEDULES	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
H-103	HVAC GARAGE GARAGE PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
Electrical					

E-100	ELECTRICAL-LIGHTING/POWER MANSION BASEMENT PLAN, FIRST FLOOR PLAN, LEGEND Bc NOTES	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
E-101	ELECTRICAL-LIGHTING/POWER MANSION SECOND FLOOR PLAN & ATTIC FLOOR PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
E-102	ELECTRICAL-LIGHTING/POWER MANSION KITCHEN PART PLAN, RISER DIAGRAMS Bc KITCHEN EQUIPMENT CHART	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
E-103	ELECTRICAL MANSION SCHEDULES	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
E-104	ELECTRICAL-LIGHTING/POWER (GARAGE) GARAGE PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
Landscape					
L-100	MANSION REMOVALS PLAN	2	11/05/2024		Re-Bid 11-13-24 (11/05/24)
L-101	GARAGE REMOVALS PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
L-200	MANSION MATERIALS PLAN	2	11/05/2024		Re-Bid 11-13-24 (11/05/24)
L-201	GARAGE MATERIALS PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
L-300	MANSION DRAINAGE PLAN	2	11/05/2024		Re-Bid 11-13-24 (11/05/24)
L-301	GARAGE GRADING PLAN	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
L-500	SITE DETAILS	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
L-501	SITE DETAILS	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
Site Utilities					
SU-1	SITE PLAN-MANSION	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
SU-2	SITE PLAN-GARAGE	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
Hazmat					
ACML 01	ASBESTOS CONTAINING MATERIAL LOCATIONS Basement Level	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)
ACML 02	ASBESTOS CONTAINING MATERIAL LOCATIONS Attic	1	11/05/2024		Re-Bid 11-13-24 (11/05/24)

A.3.1.5 - ALLOWANCES

GALLAHER MANSION & GARAGE AT CRANBURY PARK

EXHIBIT A1 - GMP - ATTACHMENT #06

12/30/24

DOWNES CONSTRUCTION COMPANY

CONSTRUCTION MANAGER

Allowances included in the Guaranteed Maximum Price, if any:

ALLOW BY BID PACKAGE	Description	QTY	UNIT	UNIT COST	TOTAL	ALLOWANCE NOTES
ALLOW	Historic Restoration	1	LS	\$ 187,735	187,735.00	ON GENERAL SUMMARY
ALLOW	Polluted/Unsuitable Soils at Garage	1	LS	\$ 25,000	25,000.00	ON GENERAL SUMMARY
2.1	Labor and Material - Allowance to be used only as directed by Downes. Allowances will NOT be used for in-scope items of work missed by the Subcontractor.	1	LS	\$15,000.00	\$15,000.00	IN TRADE PACKAGE
4.1	Labor and Material - Allowance to be used only as directed by Downes. Allowances will NOT be used for in-scope items of work missed by the Subcontractor.	1	LS	\$10,000.00	\$10,000.00	IN TRADE PACKAGE
4.2	Interior Stone Window Surround Repair - Labor and Material - Allowance used only as directed by Downes. Allowances will NOT be used for in-scope items of work missed by the Subcontractor.	1	LS	\$50,000.00	\$50,000.00	IN TRADE PACKAGE
6.1A	Progress Cleaning - Allowance to be used only as directed by Downes. Allowances will NOT be used for in-scope items of work missed by the Subcontractor.	1	LS	\$15,520.00	\$15,520.00	IN TRADE PACKAGE
26.1	Labor and Material - Allowance to be used only as directed by Downes. Allowances will NOT be used for in-scope items of work missed by the Subcontractor.	1	LS	\$15,000.00	\$15,000.00	IN TRADE PACKAGE
31.1	Snow Removal – This Subcontractor shall include an allowance for snow removal for general access to the site and for labor associated with snow removal within the work area.	1	LS	\$5,000.00	\$5,000.00	IN TRADE PACKAGE
31.2	Labor and Material - Allowance to be used only as directed by Downes. Allowances will NOT be used for in-scope items of work missed by the Subcontractor.	1	LS	\$10,000.00	\$10,000.00	IN TRADE PACKAGE
31.3	Sanitary Investigative & Cleaning Work – This Subcontractor shall include an allowance for camera work of the second line coming into the sanitary manhole. This allowance shall also include jetting and vacuuming of the existing sanitary pipes in the building, and subsequent camera work to confirm the pipes have been thoroughly cleaned.	1	LS	\$20,000.00	\$20,000.00	IN TRADE PACKAGE

A.3.1.6 - ASSUMPTIONS AND CLARIFICATIONS

GALLAHER MANSION & GARAGE AT CRANBURY PARK

EXHIBIT A1 - GMP - ATTACHMENT #07

12/30/24

DOWNES CONSTRUCTION COMPANY
CONSTRUCTION MANAGER

Assumptions, if any, on which the Guaranteed Maximum Price is based:

ASSUMPTIONS/QUALIFICATIONS

- 1 The GMP value is contingent upon our ability to execute contracts with the recommended Trade Contractors, listed in A.1.1.2 - GUARANTEED MAXIMUM PRICE. In the event of withdrawal of a bid by a trade contractor listed in A.1.1.2 - GUARANTEED MAXIMUM PRICE an adjustment to the GMP value will be required to accommodate the next lowest responsible bidder.
- 2 General Notes & Key Notes on the Drawings are superseded by these assumptions & qualifications.
- 3 It is assumed all design documents have been coordinated amongst all disciplines/consultants for all systems and components.
- 4 It is assumed that the supports and structures specified are suitable and compatible for all systems and components.
- 5 Work stoppage and its potential effect on contract time and cost due to neighbor/community disagreements or disputes not caused by the Construction Manager are excluded.
- 6 Retainage will be held on Subcontractor trade contract line items and shall not be held on the Construction Manager items, ie Phasing, Insurance, Bond, General Conditions, CM Fee, etc.
- 7 Warranties shall begin on the date of Substantial Completion
- 8 Allowance relocations within the GMP may be permitted. Any additional funding that is required for allowances will be from the Owner's contingency. Any remaining funds within allowances at project conclusion will be credited to the Owner.
- 9 Where there is a conflict with Division 1 and the Downes Project Manual and Supplemental Instructions , the Downes Project Manual & Supplemental Instructions shall prevail.
- 10 All permanent & temporary energy and fuel utility consumption fees and metering (electric, water, propane, gas, etc.) will be paid for by the City.
- 11 Working Hours are 7:00am to 3:30pm Monday through Friday only. The Construction Manager assumes they will be able to perform off-hours work as they deem necessary, within the limits of the Noise Ordinance of the Town of Branford, without hindrance by using preoject requirements within the GMP.
- 12 The Construction Manager assumes they will be able to perform allowance work as they deem necessary without hinderance. Proper notification will be provided to the project team prior to start of work for any allowance and accounting of allowance expenditures on a monthly basis.
- 13 If the Construction Manager is delayed by supply chain shortages, significant price increases for materials, tarrifs, unusual delay in deliveries or other causes related to the COVID-19 Pandemic, the Construction manager shall be entitled to an equitable adjustment in contract time and sum.
- 14 Project Schedule and Cost is subject to adjustment based on approvals form the Town, State, Utility and all Authorities Having Jurisdiction.
- 15 It is assumed there is no hydrostatic pressure below the slab on grade.
- 16 It is assumed all design documents have been coordinated with the City's Standards and requirements.
- 17 As the reconciliation of any GMP General Summary items takes place, all credits and / or additional funding above and beyond all accepted items included with this GMP will be funded from owner's contngency.
- 18 Salvaging of items are per the Contract Documents only.
- 19 Coordination of the Division 26, 27 and 28 Design & Engineering Responsibilities is assumed to be completed by the Design Team. Conflicts, errors or omissions in the design leaving a system non-functional or incomplete shall be funded from the owners contingency.
- 20 Project Management software will be Procore. GC Pay will be used for Applications for Payment.
- 21 Certified payrolls will be accepted by the City electronically.

- 22 Payment applications will be accepted electronically with one Construction Manager original. All backup will be scanned copies.
- 23 AEES steel requirements if shown are assumed for exposed portions of steel & decking members only at Carport.
- 24 It assumed that IAQ testing will be performed and monitored by the owner's consultant during construction.
- 25 Our insurance coverage is based on shared limits for both professional & pollution liability.
- 26 Handling, transportation and disposal of unsuitable, contaminated or polluted soils are excluded. All surplus clean materials are to be removed from the site. Any of the aforementioned types of soils aside from clean soils, if encountered, that are Transported & Disposed of offsite, will be dealt with by Change Order via unit prices if obtained at bid time. On-site management of surplus soil to create additional berms or similar will be also dealt with by Change Order.
- 27 Misc. metal or supplementary steel is limited to locations shown on contract document. Any other misc. metal or supplementary which may be required shall be considered a change order out of owner's contingency.
- 28 Concrete housekeeping pads are included as shown on the civil drawings. No additional allowances or quantities are included.
- 29 As it relates to any surplus soils leaving the site, all characterization sampling for off-site disposal will be by others.
- 30 Utility connection fees for sewer/ water, electrical, tele/data etc. will be funded out of owner's contingency.
- 31 Seismic monitoring for ground improvement is included for a 1 week duration.
- 32 Any pre-installation and post installation survey of existing building related to ground improvement installation (RAPS) shall be paid for by owner.
- 33 Excavation for ground improvements is included to subgrades specified; any other excavation required due to contaminated soil remediation should be considered a cost compensated from owners contingency via unit prices received at base bid.
- 34 It is assumed that all previous exterior masonry window surround repair work performed at the mansion has mitigated all water infiltration into the window openings and will not affect any subsequent repair work being performed as part of this project.
- 35 The GMP total includes estimated cost management items that have yet to be formally confirmed. It is also assumed that all of these cost management items will be accepted by the Owner. Any additional funding required to supplement the cost management total value will be deducted from the owners contingency

EXCLUSIONS

- 1 Winter conditions are excluded for all building envelope trades.
- 2 FF&E or owner furnished items called to be installed by the contractor, GC or CM in the documents that are not clearly indicated on the drawings are excluded.
- 3 Any delegated design items indicated as the Construction Manager responsibility is excluded.
- 4 Project specific pollution policy on a claims made basis with 7 year extended reporting period is excluded.
- 5 Work stoppage and its potential effect on contract time and cost due to neighbor/community disagreements or disputes not caused by the Construction Manager are excluded.
- 6 Materials Testing and Inspection and Special Inspection services are excluded (by owner)
- 7 RFI Questions/Answers not included in Addenda are excluded.
- 8 Resource loaded and/or man-loaded schedules are excluded.
- 9 Builders Risk is excluded. It is assumed the City will provide a Builders Risk policy and is recommended to do so.
- 10 Any impacts related to an absent geotechnical report are excluded.
- 11 Professional photography services are excluded. Photos by Superintendent.
- 12 Legal council fees associated with review of town resolution, and any associated revisions necessary for GMP approval.
- 13 Connecticut Sales and Use Tax excluded.
- 14 Professional services for High Performance or LEED management are excluded.
- 15 Full time security / watchmen not included.
- 16 Expediting of any and all materials is excluded.

- 17** Site grounds maintenance of all areas outside the construction fence line are excluded. This includes but may not be limited to leaf cleanup, lawn mowing and snow plowing of City/Town Sidewalks, Streets & Parking Lots.
- 18** Rock removal is excluded.
- 19** Builder's risk insurance is excluded (by owner).
- 20** Additional engineering required for MEP supports in attic space due to existing conditions is excluded.
- 21** Mold remediation is excluded.
- 22** CM is not responsible for notifying Architect of any errors or omissions prior to contract execution.
- 23** Any costs related to re-phasing as required by the owner which may impact progression of construction is excluded. Schedule impacts are TBD.
- 24** FF&E management is excluded.
- 25** Commerical Appliances are Excluded.
- 26** Precast Pier Footings, steps, pads etc are excluded.
- 27** Underpinning of existing building foundations
- 28** Removal of exisiting foundations/structures and debris above and below grade is excluded.
- 29** Make Safe/Repairs associated with any existing electrical or other MEP systems exposed or not are excluded
- 30** Any additional Local Authorities Having Jurisdiction requirements ie: egress,accessibility, life safety items etc. to obtain a Certificate of Occupancy
- 31** Repairs or replacement of any existing plumbing piping, fixtures, accessories that are worn or past useful life.
- 32** Removal and resetting of any existing plumbing fixtures.

Item #	Description	Responsibility	Subcontractor	Status Code	Estimated w/o Markups	Recommended	Approved	Pending	Rejected	Comment
1	Remove Loose Kitchen Equipment	PGA	Acoustics	3	\$40,000			\$40,000		
2	Eliminate Through Wall Flashings at Garage Openings	DCC	GL Capasso	3	\$980			\$980		Added Scope
3	Keim Masonry Paint Coating at Interior of Garage Surfaces	DCC	Acoustics	3	\$4,000			\$4,000		Added Scope
4	Request additional pricing for Specialites & Equipment Items	DCC	Acoustics	3	\$0			\$0		TBD Package Received 1 Price, lack of competition
5	Provide Sectional Overhead Doors in lieu of Coiling Insulated Service Doors	DCC	Acoustics	3	\$25,000			\$25,000		
6	Request additional pricing for Spray Foam Insulation at Garage			4					\$0	Union installer
7	HVAC Control Adjustment			2			\$0			Included in revised Bid Set
8	Remove Winter Conditions Value from Site, Concrete & Masonry Scopes of Work	DCC	Various	3	\$30,000			\$30,000		Included with bid package scopes due to weather - adjust to spring
9	Scope clarifications	DCC	Various	3	\$20,000			\$20,000		
10	Elminate Selective Demolition Allowance	DCC	Oscars	3	\$15,000			\$15,000		Created due to any unforeseen additional selective demolition
11	Elminate Masonry Repair Allowance for Window Surrounds	PGA	GL Capasso	3	\$50,000			\$50,000		Allowance included in Masonry Bid Package. This was created for window surround repairs after base bid cleaning
12	Provide PVC Piping in lieu of Cast Iron			2			\$0			Included in revised Bid Set
13	Reduce Volume of Asphalt Resurfacing & Concrete Curb Replacement	PGA		3	\$61,400			\$61,400		
14	Eliminate Areaway Sump Pump and rerout leader line	PGA		3	See General Sum			Sum		Alternate
15	Eliminate a portion or all of the Garage Aluminum Windows	PGA		3	\$29,432			\$29,432		Need to confirm no cost w/ Mason
16	Eliminate or minimize the amount of FRP in the Garage Toilet Room	PGA		3				\$0		
17	Reduce volume of Wood Restoration	PGA		3				\$0		Refinishing only. Wood floor patching to remain.
18	Deduct Alternate # M-1 Eliminate all AC Provisions at 2nd Floor	PGA		3	See General Sum			Sum		Alternate
19	Deduct Alternate # M-2 Eliminate AC Provisions at Kitchen, Pantry & Staging areas	PGA		3	See General Sum			Sum		Alternate
20	Eliminate or Reject entire HVAC Bid Package after rebid including 2nd floor bathoom exhaust fans	PGA		3	See General Sum			Sum		Alternate
21	Delete Epoxy Floor at Garage	PGA		3	\$35,000			\$35,000		
22	Eliminate Domestic Water Manifolds	PGA		3	See General Sum			Sum		Alternate
23	Eliminate or Reduce Spray Foam insulation at Garage	DCC	Acoustics	3	TBD			TBD		
24	Deduct Abatement, Power and Patching associated with Accepted Alternates	DCC			\$7,000					
	SUBTOTAL ESTIMATED COST MANAGEMENT SAVINGS:				\$317,812	\$0	\$0	\$310,812	\$0	
0.70%	GENERAL INSURANCE				\$2,225	\$0	\$0	\$2,176		
0.80%	LOCAL BUILDING PERMIT				\$2,560	\$0	\$0	\$2,504		
0.03%	STATE EDUCATION FUND				\$84	\$0	\$0	\$82		
0.96%	CM P & P BONDS				\$3,098	\$0	\$0	\$3,030		
2.50%	CM FEE				\$8,144	\$0	\$0	\$7,965		
3.00%	CM CONTINGENCY				\$10,018	\$0	\$0	\$9,797		
0.00%	ESCALATION				\$0	\$0	\$0	\$0		
0.00%	D&E CONTINGENCY				\$0	\$0	\$0	\$0		
	TOTAL ESTIMATED COST MANAGEMENT SAVINGS:				\$343,941	\$0	\$0	\$336,365		

2-Jan-25

		Original Budget	Current Projected Total Budget	Paid-to-Date	Balance
	Architectural Design- Gisolfi				
	Programming and Schematic Design	\$ 49,740	\$ 49,740	\$ 49,740.00	\$ -
	Design Development	\$ 74,610	\$ 74,610	\$ 74,610.00	\$ -
	Construction Documents	\$ 193,968	\$ 193,968	\$ 193,968.00	\$ -
	Bid/Negotiation Phase	\$ 14,922	\$ 14,922	\$ 14,175.90	\$ 746.10
	Construction Administration	\$ 164,142	\$ 164,142	\$ 2,462.13	\$ 161,679.87
	Total Contract Amount	\$ 497,382	\$ 497,382	\$ 334,956.03	\$ 162,425.97
	ADDITIONAL SERVICES				
	Reimbursables	\$ 591	\$ 998	\$ 998.13	\$ -
	Langan - Surveying Service	\$ 10,000	\$ 10,000	\$ 10,000.00	\$ -
	Langan - Septic test pits at garage	\$ 1,500	\$ 1,500	\$ 1,500.00	\$ -
	Langan - Septic investigation, design, permitting	\$ 17,500	\$ 17,500	\$ 14,840.00	\$ 2,660.00
	Langan - A/C Site survey Additional Survey	\$ 3,500	\$ 3,500	\$ 3,500.00	\$ -
	Infiltration Testing and Analysis	\$ 1,500	\$ 1,500	\$ 1,500.00	\$ -
	A/C design - Tietjen Venegas	\$ 20,000	\$ 15,000	\$ 15,000.00	\$ -
	Kitchen areas - Tietjen Venegas	\$ 6,500	\$ 5,005	\$ 5,005.00	\$ -
	Public Archeology Lab	\$ 6,930	\$ 6,930	\$ 6,930.00	\$ -
	Geotechnical Services Carlin Simpson	\$ 7,910	\$ 7,910	\$ 7,910.00	\$ -
	Rebid - Tietjen Venegas	\$ 3,770	\$ 3,770	\$ 3,770.00	\$ -
	Total Additional Services	\$ 79,701	\$ 73,613	\$ 70,953.13	\$ 2,660.00
	OTHER PROFESSIONAL FEES				
	Abatement bid specs	\$ 2,400	\$ 3,440	\$ 3,440.00	\$ -
	Environmental screening	\$ 4,800	\$ 4,800	\$ 3,440.00	\$ 1,360.00
	Environmental Monitoring	\$ 4,125	\$ 4,125		\$ 4,125.00
	Preconstruction services (Downes)	\$ 49,300	\$ 56,089	\$ 56,088.83	\$ -
	Septic testing and design	\$ 20,000	\$ 20,000	\$ -	\$ 20,000.00
	Total Other Professional Fees	\$ 80,625	\$ 88,454	\$ 62,968.83	\$ 25,485.00
	Additional Services (increased PO \$20k)				
	Forensic investigation	\$ 2,794	\$ 2,794	\$ 2,793.83	\$ -
	Drain Doctor	\$ 10,340	\$ 10,340	\$ 10,340.00	\$ -
	Total Additional Services	\$ 13,134	\$ 13,134	\$ 13,133.83	\$ -
	DECD Administration	\$ 5,000	\$ 5,000	\$ 5,000.00	\$ -
	Furniture, Equipment & Technology	\$ 250,000	\$ -		\$ -
	Owner Contingency	\$ 300,000	\$ 100,000		\$ 100,000.00
	Builders Risk Insurance	\$ 20,000	\$ 20,000		\$ 20,000.00
	Local Building Permit	\$ 32,685	\$ 24,000		\$ 24,000.00
	State Education Fund	\$ 633	\$ 780		\$ 780.00
					\$ -
	Total Auxilary	\$ 608,318	\$ 149,780		\$ 144,780.00
	TOTAL SOFT COSTS	\$ 1,279,160	\$ 822,363	\$ 152,055.79	\$ 172,925.00
	TRADE COSTS				

kitchen equipment

01 00 00	Project Requirements	\$ 100,000	\$ 99,400		
	Project Cleanliness	\$ 9,165			\$ -
2.1	Abatement & Demo	\$ 71,908	\$ 285,000		\$ 285,000.00
02 41 19	Existing Conditions				\$ -
3.1	Cast-in-place Concrete	\$ 100,143	\$ 124,500		\$ 124,500.00
4.1	Unit Masonry	\$ 130,000	\$ 272,736		\$ 272,736.00
5.1	Structural Steel	\$ 18,932	\$ -		\$ -
6.1	General trades	\$ 8,000	\$ 796,120		\$ 796,120.00
6.1	Rough Carpentry	\$ 4,403			\$ -
6.2	Historic Restoration	\$ 966			\$ -
07 00 00	Thermal and Moisture Protection	\$ 6,041			\$ -
7.1	Roofing	\$ 101,279	\$ 129,941		\$ 129,941.00
07 84 00	Fireproofing & Joint Sealants	\$ 2,400			\$ -
08 00 00	Doors, Frames and Hardware	\$ 62,725			\$ -
08 41 00	Stonefront & Curtain Wall	\$ 24,655			\$ -
09 00 00	Drywall & Framing	\$ 166,400			\$ -
09 30 00	Tile & Carpet	\$ 6,041			\$ -
9.4	Epoxy Flooring	\$ 29,524	\$ 33,360		\$ 33,360.00
09 91 00	Painting	\$ 7,337			\$ -
10 14 00	Signage	\$ 1,200			\$ -
10 28 00	Toilet Accessories	\$ 2,492			\$ -
10 44 00	Fire Protection Specialties				\$ -
22 00 00	Plumbing	\$ 44,772	\$ 260,360		\$ 260,360.00
23 00 00	HVAC	\$ 15,599	\$ 220,505		\$ 220,505.00
26 00 00	Electrical, T/D, FA Security	\$ 233,237	\$ 449,000		\$ 449,000.00
31.1	Sitework	\$ 651,245	\$ 759,168		\$ 759,168.00
	ALLOWANCES				\$ -
A1	Sanitary Exploratory	n/a			\$ -
A2	Hazmat	\$ 15,000			\$ -
	Septic System for mansion				
A3	Historic Restoration	\$ 20,000	\$ 187,735		\$ 187,735.00
A4	Septic System	\$ 500,000			\$ -
A5	Interior Finish refresh	\$ 80,000			\$ -
A6	Kitchen upgrade	\$ 50,000			\$ -
A7	Polluted soil at garage	\$ 20,000	\$ 25,000		\$ 25,000.00
	Cost Management item values from Trade Costs		\$ (343,941)		
	TOTAL TRADE COST	\$ 2,483,464	\$ 3,298,884	\$ -	\$ 3,298,884.00
	INDIRECT CM CONSTRUCTION COSTS				
2.5%	Design & Estimating Contingency	\$ 124,173	\$ -		\$ -
	Escalation	\$ 62,087	\$ -		\$ -
	General Conditions & Staffing	\$ 581,539	\$ 581,539		\$ 581,539.00
0.75%	General Liability /Insurance	\$ 25,590	\$ 26,730		\$ 26,730.00
0.98%	CM Payment & Performance Bond	\$ 44,845	\$ 40,489		\$ 40,489.00
3%	Construction Contingency		\$ 121,517		\$ 121,517.00
2.5%	CM Fee	\$ 100,856	\$ 102,961		\$ 102,961.00
	Total Indirect CM	\$ 939,090	\$ 873,236	\$ -	\$ 873,236.00
	TOTAL GMP		\$ 4,172,120		

	TOTAL PROJECT COST =TOTAL SOFT COST + GMP	\$ 4,701,714	\$ 4,994,483	\$ -	\$ 4,994,482.79
			\$ 5,000,000		
			\$ (5,517)		

**Submitted for
reimbursement**

1	\$	27,357.00
2	\$	56,978.50

\$ 84,335.50



William Hodel
Director of Facilities & Maintenance
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125 East Avenue, PO BOX 6001
Norwalk, CT 06852-6001

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: WILLIAM HODEL, DIRECTOR OF FACILITIES & MAINTENANCE

RE: **NPS – KENDALL ELEMENTARY SCHOOL BUILDING MANAGEMENT SYSTEM**

DATE: DECEMBER 24, 2024

The current computer-controlled Building Management System (BMS) serving the Kendall School is outdated and cannot perform all required functions to adequately heat the school.

Connecticut Temperature Controls, LLC (CTC), is a renowned BMS provider and has been serving many Norwalk Public Schools for years. CTC has proprietary software already installed at Kendall which serves as a cost savings for this task. Additionally, CTC will utilize all existing end devices and control wiring already in place whereas other firms could not perform due to the proprietary software.

A fully executed Noncompetitive Procurement Justification Form has been submitted for this request.

ACTION REQUESTED:

- a. **Authorize the City's Purchasing Agent to execute a Sole Source Agreement with Connecticut Temperature Controls, LLC for the Kendall School building management system for a total not to exceed \$94,127.00. Funding is available in the following account:**

Acct. #09255010 5777 C0721

cc: Sandra Faioes
Nina Laria
Ayda Castillo
George Sevc
Alan Lo



Office of Building Management
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: NEIL RENNIE, PROPERTY MANAGER

DATE: JANUARY 3, 2025

RE: LED LIGHTING RETROFIT AT NORWALK CITY HALL, NORWALK HEALTH DEPARTMENT, NATHANIEL ELY CENTER & ROOSEVELT CENTER

On August 8, 2024, the City's Purchasing Department solicited proposals from energy efficient lighting replacement / conversion firms to provide turnkey design and installation services associated with the replacement of existing interior lighting fixtures at the Norwalk City Hall, Norwalk Health Department, Nathaniel Ely Center and Roosevelt Center with more energy efficient lighting.

As part of the RFP, firms were asked to provide all technical and financial data necessary to demonstrate the feasibility of their proposed improvement that included, but was not limited to the following:

- Experience with similar type projects and size of scope.
- Lowest overall cost (inclusive of incentives) and enhancement to the well-being of the occupants.
- Approach to project scope of work and project schedule.
- Ability of the system to respond to varying operating needs and schedule.
- Evaluate cost of lighting and approach on a per building basis, as well as the overall project.
- Environmental benefit.

The City received five (5) conforming proposals from the following firms:

Environmental Systems Corporation
Fulcrum Energy Solutions, Inc.
Earthlight Technologies LLC
Tri State LED
Energy Resources USA, LLC

A Review Committee was established and consisted of: Carleen Megaro, Buyer; Alan Lo, Building and Facilities Manager; Neil Rennie, Property Manager; Fred Bretherton, Assistant Property Manager; and Dan Miller, Chief Engineer.

Each member of the Review Committee was requested to rate each proposal based on criteria that was outlined in the City's RFP. The objective of the rating was to create a short list of submissions and examine each submission more fully.

The Review Committee selected two (2) proposals for the short list. These firms were: Energy Resources USA, LLC and Tri State LED.

Each of these firms were sent a series of supplemental questions based on input from the Review Committee members. Based on the information provided in the supplemental information, the interview and the original proposal submitted, the Review Committee rated the two (2) short-listed firms and recommends **Energy Resources USA, LLC** as the most qualified firm to provide energy efficient lighting replacement / conversion at the City locations. This firm was chosen based on their prior experience in similar projects, actual capital cost to the City, labor and materials warranty periods and the quality of their presentation to the review committee. It is anticipated that these projects will be receiving Eversource incentive funds and together with zero percent financing from Eversource under its On-Bill Financing Program, there will be no capital funds outlay by the City.

ACTION REQUESTED:

- 1a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Energy Resources USA, LLC to provide LED Lighting Retrofit Improvements at City Hall for a total not to exceed \$199,102.56.**
- b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents with Eversource Energy to apply for Energy Incentives and Energy Efficient Upgrade Financing through Eversource on-bill financing program for the City Hall LED Lighting Retrofit Improvements project.**
- 2a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Energy Resources USA, LLC to provide LED Lighting Retrofit Improvements at the Norwalk Health Department for a total not to exceed \$35,622.16.**
- b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents with Eversource Energy to apply for Energy Incentives and Energy Efficient Upgrade Financing through Eversource on-bill financing program for the Norwalk Health Department LED Lighting Retrofit Improvements project.**
- 3a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Energy Resources USA, LLC to provide LED Lighting Retrofit Improvements at the Nathaniel Ely Center for a total not to exceed \$60,493.39.**

- b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents with Eversource Energy to apply for Energy Incentives and Energy Efficient Upgrade Financing through Eversource on-bill financing program for the Nathaniel Ely Center LED Lighting Retrofit Improvements project.**
- 4a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Energy Resources USA, LLC to provide LED Lighting Retrofit Improvements at Roosevelt Center for a total not to exceed \$41,548.66.**
- b. Authorize the Mayor, Harry W. Rilling, to execute any and all documents with Eversource Energy to apply for Energy Incentives and Energy Efficient Upgrade Financing through Eversource on-bill financing program for the Roosevelt Senior Center LED Lighting Retrofit Improvements project.**



CITY OF NORWALK
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TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *HL*

RE: **STATE PROJ: 103-0264N – SOUTH NORWALK ELEMENTARY SCHOOL – FF&E
(FURNITURE, FIXTURES AND EQUIPMENT) AND TECHNOLOGY – BID APPROVAL**

DATE: JANUARY 2, 2025

At this time the South Norwalk Elementary School project is well underway. The structural steel is complete and the Construction Manager is working to complete the building envelope. On the interior mechanical, electrical and plumbing work is progressing. Over the coming months the interior of the building will be transformed with interior walls and new finishes.

As part of the project budget the City previously approved to proceed with the purchase of new furniture and technology for the building. Tecton Architects has completed the FF&E and Technology design for the project by incorporating input from Board of Education administration, facilities and school staff. The FF&E and Technology packages were presented at the Board of Education – Facilities Committee meeting on September 25, 2024 and then recommended for approval at the October 15, 2024 Board of Education Business Meeting where it was approved.

Subsequently, the design documents were presented to State of Connecticut DAS on October 24, 2024 and received approval to go out to bid. In mid-November the FF&E and Technology bid packages were advertised by the City purchasing agent. On December 13, 2024 the City purchasing department conducted the bid opening which included three bids for Bid Package #1 – FF&E and zero bids for Bid Package #2 – Technology.

The compliant Bid Package #1 – FF&E bid submissions were evaluated in detail to determine the lowest responsible bidder. After review of the bids the project team is recommending a purchase order be issued to W.B. Mason Co. Inc. for the complete FF&E bid package in a value not to exceed \$1,108,466. This is within the estimated project budget for FF&E.

With no bids for Bid Package #2 – Technology the project team with the approval of the Purchasing Department has elected to purchase this equipment through Connecticut State Contracts 18PSX0202, 19PSX0015 and 18PSX0097 by following the instructions for procurement. These packages will be presented to Land Use in February 2025 for approval.

ACTION REQUESTED:

- a. Authorize the Purchasing Agent to issue a Purchase Order to W.B. Mason Co. Inc. for various furniture items for the South Norwalk Elementary School for a total sum of \$1,108,466. Funds are available in Acct. #0922 5010 5777 C0808.
- b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$100,000.



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Land Use & Building Management Committee

FROM: Bryan Lutz – Assistant Director of Parking

CC: Alan Lo – Building and Facilities Manager
JoAnn Acquarulo -Building and Facilities Assistant
James Travers – Director of Transportation, Mobility and Parking
Steve Kleppin -Director of Planning & Zoning

REF: December 4th Meeting Agenda Item – Authorization to hold public hearing to discuss continued use of the retail space that is available for lease at the South Norwalk Train Station.

DATE: November 20, 2024

Background:

The Norwalk Parking Authority (NPA) manages approximate 4390 sq. ft. of retail space at the South Norwalk Train Station located at 24 Monroe St and 1 State St Norwalk, CT 06854. Currently, two tenants occupy part of this area, leaving approximately 1,059 sq. ft. available for lease at \$2,000 per month. The allowable use of the premises will remain retail.

Authorizations – South Norwalk Train Station

1. Authorize Public Hearing during January's Land Use & Building Management Committee Meeting concerning VI.A.2.
2. Authorize the leasing of approx. 1059± sq. ft. of space at the South Norwalk Train Station (inbound side) to SoNo Brewing Company for a term of 10 years with three (3) lessee options to extend the term for consecutive (5) years period each, rent to be negotiated and approved by the Norwalk Parking Authority.
3. 8-24 Referral to Planning & Zoning Commission of leasing of approx. 1059± sq. ft. of space at the South Norwalk Train Station (inbound side) to SoNo Brewing Company for a term of 10 years with three (3) lessee options to extend the term for consecutive (5) year's period each for Review and Report.