

**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, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at norwalkct.org/meetings



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I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: November 22, 2022

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR'S REMARKS:

A. GENERAL COUNCIL BUSINESS:

1. Re-Appointment of Darin Callahan as Assistant Corporation Counsel – **EXECUTIVE SESSION**

RESIGNATION AND APPOINTMENTS:

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. ECONOMIC AND COMMUNITY DEVELOPMENT

1. Authorize the Mayor, Harry W. Rilling to execute all documentation and/or resolutions associated with the City of Norwalk's opt out of the State of Connecticut Accessory Dwelling Unit Provisions of Public Act No. 21-29 (HB 6107).
2. Authorize the Mayor, Harry W. Rilling, to execute a grant agreement between The City of Norwalk Arts Commission and The Connecticut Office of the Arts in the amount of \$1,200.
3. Authorize the Mayor, Harry W. Rilling, to execute a contract with Kiva User Funds, LLC in an amount not to exceed \$25,000 for the management and disbursement of \$247,000 of American Rescue Plan Act Funds for Women and Minority Owned Enterprises over the next three years within the existing Kiva platform via sole source procurement.

ACCT: 133710-5796-AEC09 (ARPA)
0922-3710-5777-C0773
0923-3710-5777-C0773

B. PUBLIC WORKS

1. Authorize the Mayor, Harry W. Rilling, to execute any and all necessary documents for the State of Connecticut DEEP Urban Forestry Equity through Capacity Building grant related to the City of Norwalk's participation in the grant.

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**December 13, 2022
COUNCIL CHAMBERS**

2. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Altice USA for the East Avenue Advanced Utility Project No. 0301-0515NP for an amount not to exceed \$91,000.00.

Account No. 09 12 4021 5777 C0471
09 22 4021 5777 C0471
09 23 4021 5777 C0471
09 21 4021 5777 C0234
09 22 4021 5777 C0234

3. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to accept a donation of construction material from The Hatch & Bailey Company.

- 4a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Waters Construction Company INC. for Project BLDG2022-1 Paving of Ben Franklin Facility Parking Lot for a sum not to exceed \$128,000.00.

Account No. 09 23 7100 5777 C0295
09 21 7100 5777 C0295
09 23 7100 5777 C0476
09 23 4021 5777 C0021

- 4b. Authorize the Chief of Operations and Public Works to execute orders on the Contract with Waters Construction Company INC. for Project BLDG2022-1 Paving of Ben Franklin Facility Parking Lot for a sum not to exceed \$12,800.00.

Account No. 09 23 7100 5777 C0295
09 21 7100 5777 C0295
09 23 7100 5777 C0476
09 23 4021 5777 C0021

5. Authorize the Mayor Harry W. Rilling to execute any and all documents related to the First Supplemental Project Authorization Letter (P.A.L.) for the Advance Utility Project State Project No. 0301-0515/515 NP, enclosed with this agenda whereby the City of Norwalk will transfer funds in the amount of \$ 343,118.00 on July 15, 2023, and \$ 343,118.00 on July 1, 2024, to fund the work to pulling cables between Fort Point Street and Olmstead Place.

Account No. 09 12 4021 5777 C0471
09 22 4021 5777 C0471
09 23 4021 5777 C0471
09 24 4021 5777 C0471
09 21 4021 5777 C0234
09 22 4021 5777 C0234
09 23 4021 5777 C0818

- 6a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies, LLC, for Project RD2022-1 Curb and Sidewalk at Various Locations, for an amount not to exceed \$431,808.00.

Account No. 09 23 7100 5777 C0583
134010 5796 APW09

- 6b. Authorize the Chief of Operations and Public Works, to execute orders on Contract with The Grasso Companies, LLC, for Project RD2022-1 Curb and Sidewalk at Various Locations, for an amount not to exceed \$43,180.80.

Account No. 09 23 7100 5777 C0583
134010 5796 APW09

7. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Agreement with Win Waste Innovations Holdings (former City Carting, Inc.) for city-wide Municipal Solid Waste Collection dated September 28, 2012, in order to extend the term of the Agreement through June 30, 2024, with an option to extend one more year, based on the terms and fee schedule set out in the attached Proposal dated December 1, 2022. The fee for July 1, 2023 – June 30, 2024, will be \$2,115,000.00 and from July 1, 2024 - June 30, 2025, the fee will be \$2,220,750.00
Account No. 01 40 28 5258

8. Authorize the Mayor, Harry W. Rilling, to execute a Fourth Amendment to the Agreement with Win Waste Innovations Holdings (former City Carting, Inc.) for Curbside Recycling Collection Services, dated June 30, 2004, in order to extend the term of the Agreement through June 30, 2024, with an option to extend an extra year based on the terms and fee schedule set out in the attached Proposal dated December 1, 2022. The fee for July 1, 2023 – June 30, 2024, will be \$1,497,600.00 and from July 1, 2024 - June 30, 2025, the fee will be \$1,572,480.00. An additional Commodity Processing fee of \$750,000.00 will be added to each annual base fee and is subject to available incentives based on the Commodity Revenue Share (80% City of Norwalk) 20% (WIN Waste).
Account No. 01 40 43 5298

9. Authorize the Mayor, Harry W. Rilling, to execute a Fourth Amendment to the Service Agreement with Win Waste Innovations Holdings (former City Carting, Inc.) for Transfer Station Operation, Transport and Disposal Services for Municipal Solid Waste dated August 4, 2008, in order to extend the term of the Agreement through June 30, 2024, with an option to extend an extra year based on the terms and fee schedule set out in the attached Proposal dated December 1, 2022. The transfer station operations fee for July 1, 2023 – June 30, 2024, will be \$876,000.00 and transport and disposal fee of \$97.00 per ton. The fee from July 1, 2024 - June 30, 2025, will be \$919,800.00 and transfer and disposal fee of \$101.85 per ton.
Account No. 01 40 42 5298

C. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, and instruments with Axon Enterprise, Inc. for the sole source purchase, installation and service of body worn cameras, tasers, dashboard cameras, and related equipment and data storage for an amount not to exceed \$460,394.65 annually.
Account # 013049-5258.
2. Authorize the Chief of Police to execute any change orders necessary to implement the body worn camera, taser, dashboard cameras, and related equipment and data storage program for an amount not to exceed \$23,000.
Account # 013049-5258.

D. FINANCE AND CLAIMS

1. For informational purpose only: Report of the Claims Committee Dated: November 2022 and December 2022
2. For informational purposes only: Narrative on Tax Collections Dated: December 5, 2022
3. For informational purposes only: Monthly Tax Collector's Report Dated: October 2022 and November 2022

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**December 13, 2022
COUNCIL CHAMBERS**

- IX. MOTIONS POSTPONED TO A SPECIFIC DATE
- X. SUSPENSION OF RULES
- XI. ADJOURNMENT

COMMON COUNCIL REGULAR MEETING NOVEMBER 22, 2022
NORWALK, CONNECTICUT COMMON COUNCIL CHAMBERS & VIA
TELECONFERENCE

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

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Mayor Rilling called the meeting to order at 7:31 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	Ms. Nora Niedzielski Eichner
	Ms. Barbara Smyth	
District A:	Ms. Nicol Ayers	Mr. David Heuvelman

District B:	Ms. Diana Revolus	Ms. Darlene Young
District C:	Mr. John Kydes	Ms. Jenn McMurrer
District D:	Mr. Bryan Meek	
District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan

At Roll Call there were twelve (12) Common Council members present and three (3) absent (Ms. Johnson, Mr. Goldstein and Ms. Alterman). A Quorum was present.

Also present were City Clerk, Irene Dixon, Assistant City Clerk, Jordan Schantz and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

Regular Meeting: November 8, 2022

**** MS. SHANAHAN MOVED TO ACCEPT THE MINUTES AS PRESENTED**
**** MOTION PASSED WITH ONE (1) ABSTENTION (MR. MEEK)**

III. PUBLIC PARTICIPATION

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

Dr. John Pinto, Chair of the Harbor Management Application Review Committee made a statement about Eversource and where they plan to place their wires under the Visitor's Dock in the Harbor as part of the WALK Bridge project. He noted the Harbor Management Commission is obligated to review all proposals that effect the Norwalk Harbor. He asked that their most recent letter along with a copy of comments that have been made over the past four years be considered. In addition, he requested that if Eversource is given approval, that the City requires a binding agreement between the City and Eversource. Dr. Pinto stressed that they were concerned about the wire going under the Visitor's Dock.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were no resignations announced this evening.

APPOINTMENTS:

**** MS. SHANAHAN MOVED TO APPROVE THE APPOINTMENT OF GARY LEEDS TO THE OAK HILLS PARK AUTHORITY**

Ms. Shanahan spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS: There were no reappointments announced this evening.

MAYOR'S REMARKS:

Mayor Rilling said that the first SONO Holiday Extravaganza was held this past Sunday with over 1,200 people in attendance. He expressed his thanks to LAZ for their sponsorship and to TMP for organizing the event. Next Tuesday from 4pm-8pm, Norwalk will be holding the Miracle on Wall Street, a holiday community gathering.

Mayor Rilling said that due to overwhelming demand, Norwalk has added a third composting section, located at Cranbury Park. He thanked everyone who voted in the City's first snowplow naming contest. The Mayor's Ball will be returning this year and is scheduled for Friday, February 10th with the theme of "I Love Norwalk". The two beneficiaries will be the Open Door Shelter and Filling in the Blanks. He wished everyone a happy, safe and healthy Thanksgiving.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Mr. Livingston expressed his gratitude for the honor of serving as Common Council President for the past two years.

1. Election of Council President

**** MS. YOUNG NOMINATED MR. BURNETT AS COMMON COUNCIL PRESIDENT**

There were no other nominations.

**** MOTION PASSED UNANIMOUSLY**

Mr. Burnett expressed his thanks to his colleagues for entrusting him to serve as Common Council President. He thanked Mr. Livingston and Ms. Smyth for their support and leadership. He said that he looked forward to collaborating with each member of the Common Council, staff

and the Board of Education to enhance their common effort to make Norwalk better for all residents.

2. Announcement of Majority Leader

Mr. Burnett announced the appointment of Ms. Young as Majority Leader.

3. Announcement of Minority Leader

Mr. Burnett announced the appointment of Mr. Meek as Minority Leader.

Ms. Young noted that it is not an easy task to step up to be a Common Council member. She said she was honored to be a part of this process. Ms. Young said she was here to work to move this ship in the right direction.

Mr. Meek expressed his thanks.

RESIGNATION AND APPOINTMENTS:

RESIGNATIONS: There were no resignations announced this evening.

APPOINTMENTS: There were no appointments announced this evening.

REAPPOINTMENTS: There were no reappointments announced this evening.

B. CONSENT CALENDAR:

Mr. Burnett announced that this evening's Consent Calendar would be read by Mr. Livingston.

**** MR. LIVINGSTON MOVED THE FOLLOWING CONSENT CALENDAR:**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. RECREATIONS, PARKS, AND CULTURAL AFFAIRS

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH GREENWICH KENNEL CLUB, INC. FOR THE USE OF TAYLOR FARM PARK AND IMMEDIATE SURROUNDING GROUNDS FOR THEIR AMERICAN KENNEL SANCTIONED EVENT TO BE HELD ON

SATURDAY, JUNE 10 AND SUNDAY, JUNE 11, 2023 FROM 8:30 AM TO 4:00 PM. SET-UP TO BEGIN ON WEDNESDAY, JUNE 7, 2023 AT 6:00 AM WITH TEAR-DOWN ON MONDAY, JUNE 12, 2023 AT 4:00 PM. APPROXIMATELY 1,000 PEOPLE.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH JS ENDURANCE FOR THE USE OF VETERANS PARK AND IMMEDIATE SURROUNDING GROUNDS FOR THEIR SONO HALF MARATHON EVENT TO BE HELD ON SUNDAY, OCTOBER 1, 2023 FROM 8:30 AM TO 1:00 PM. SET-UP TO BEGIN AT 6:00 AM WITH A TEAR-DOWN AT 1:30 PM. APPROXIMATELY 1,200 PEOPLE.

C. PUBLIC WORKS

1. RE-AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE THE AGREEMENT FOR USE OF MUNICIPAL PUBLIC PROPERTY, TEMPORARY WORK AREA AGREEMENT, SIDE LETTER AGREEMENT, AND ANY AND ALL OTHER DOCUMENTS WITH EVERSOURCE NECESSARY AND FOR THE PURPOSE OF PROVIDING EVERSOURCE WITH RIGHTS TO UNDERGROUND ITS ELECTRICAL TRANSMISSION AND DISTRIBUTION LINES AT THE NORWALK POLICE STATION AND VETERANS PARK IN CONNECTION WITH THE WALKBRIDGE PROJECT AND THE CITY'S COMPENSATION FOR SUCH RIGHTS, PER THE ENCLOSED MEMORANDUM OF VANESSA VALADARES DATED OCTOBER 26, 2022.

D. PUBLIC SAFETY AND GENERAL GOVERNMENT

1A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS, INSTRUMENTS AND AGREEMENTS WITH ACTION TARGET NECESSARY FOR THE PURCHASE AND INSTALLATION OF FIRING RANGE TARGETING SYSTEM AND RELATED EQUIPMENT, AS PER COOPERATIVE PURCHASING AGREEMENT PROCUREMENT REQUEST, GSA CONTRACT #GS-07F-0482F, FOR AN AMOUNT NOT TO EXCEED \$150,000. ACCOUNT # 09233010 5777 C0793.

1B. AUTHORIZE THE CHIEF OF POLICE TO EXECUTE ANY AND ALL DOCUMENTS FOR CHANGE ORDERS TO ACTION TARGET FOR THE PURCHASE, INSTALLATION, AND SERVICE OF THE FIRING RANGE TARGETING SYSTEM, AMOUNT NOT TO EXCEED \$10,000. ACCOUNT # 09233010 5777 C0793

2A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS, INSTRUMENTS AND AGREEMENTS WITH XYBIX SYSTEMS, INC NECESSARY FOR THE PURCHASE AND INSTALLATION OF XYBIX WORKSTATIONS, AS PER COOPERATIVE PURCHASE AGREEMENT PROCUREMENT REQUEST, HGAC CONTRACT #EC07-20, FOR AN AMOUNT NOT TO EXCEED \$210,000. ACCOUNT #09213620 5777 C0638.

2B. AUTHORIZE THE CHIEF OF POLICE TO EXECUTE ANY AND ALL DOCUMENTS FOR CHANGE ORDERS TO XYBIX SYSTEMS, INC., FOR THE PURCHASE AND INSTALLATION OF XYBIX WORKSTATIONS, AMOUNT NOT TO EXCEED \$20,000. ACCOUNT # 09213620 5777 C0638.

3A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS, INSTRUMENTS AND AGREEMENTS WITH MUTUALINK, INC FOR SOFTWARE, HARDWARE AND SERVICES UNDER STATE CONTRACT #14PSX0178AA, NOT TO EXCEED \$5,000 YEARLY. ACCOUNT #013071 5255

4A. AUTHORIZE THE MAYOR HARRY W. RILLING TO EXECUTE ANY AND ALL DOCUMENT, AND INSTRUMENTS AS MAY BE NECESSARY TO APPLY FOR AND ACCEPT GRANT FUNDING UNDER THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION, FFY 2023 COMPREHENSIVE DUI ENFORCEMENT PROGRAM, NOT TO EXCEED \$70,000. ACCOUNT: TBD. TECHNICAL CORRECTION FROM NOVEMBER 8, 2022

4B. AUTHORIZE THE CHIEF OF POLICE TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS AND AMENDMENTS AS MAY BE NECESSARY TO IMPLEMENT THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, FFY 2023 COMPREHENSIVE DUI ENFORCEMENT GRANT NOT TO EXCEED \$70,000. ACCOUNT: TBD. TECHNICAL CORRECTION FROM NOVEMBER 8, 2022

E. COMMUNITY SERVICES

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT DEPARTMENT OF CHILDREN & FAMILIES (DCF) FUNDS IN THE AMOUNT OF \$35,000 TO SUPPORT THE CITY OF NORWALK JUVENILE REVIEW BOARD (JRB) PROGRAM. NO CITY MATCH IS REQUIRED FOR THE ACCEPTANCE OF THESE FUNDS.

2. APPROVE THE REVISED CITY OF NORWALK RELOCATION PLAN AND AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS ASSOCIATED WITH THE SUBMISSION OF THE RELOCATION PLAN TO THE DEPARTMENT OF HOUSING PURSUANT TO THE CONNECTICUT UNIFORM RELOCATION ASSISTANCE ACT AND ALL DOCUMENTS CONSISTENT WITH THE APPROVED RELOCATION PLAN.

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

B. ORDINANCE

**** MS. SHANAHAN MOVED TO APPROVE THE FOLLOWING REVISIONS/AMENDMENTS TO THE FOLLOWING CITY CODE SECTIONS: TEMPORARY PROHIBITION OF ALL CANNABIS ESTABLISHMENTS.**

Ms. Shanahan briefly described the item.

**** MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. MEEK)**

C. PUBLIC WORKS

**** MS. SMYTH MOVED TO RE-AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO GENGRAS FORD IN AN AMOUNT NOT TO EXCEED \$186,208.20 FOR THE PURCHASE OF THREE (3) F-250 REGULAR CAB 4 BY 4 PICK-UP TRUCKS.
ARPA ACCOUNT: 134010-5796-ARP02 OF THE STATE CONTRACT # 19PSX0161JHK**

**AND TO RE-AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO GENGRAS FORD, LLC. FOR THE PURCHASE OF TWO (2) 2022 F-350 CREW CAB DUMP TRUCKS FOR A SUM NOT TO EXCEED \$136,497.40 FOR STATE CONTRACT #19PSX0161.
ACCOUNT NO. 09 23 4031 5777 C0313**

Ms. Smyth explained that these trucks were already approved, but there was a 20% increase in the cost.

**** MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MS. NIEDZIELSKI EICHNER) AND TWO (2) ABSTENTIONS (MS. AYERS AND MS. MCMURRER)**

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

**** MS. REVOLUS MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 7:59 pm.

ATTEST: _____
Irene Dixon, City Clerk

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: November 21, 2022

(Note - Agenda closes 12:00 Noon on the
Thursday before the Council meeting.)

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST:

Mario F. Coppola, Corporation Counsel

SECTION ON AGENDA WHERE ITEM IS TO APPEAR:

V. Council President

A. General Council Business - Executive Session

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES NO **XX** WHICH ONE?

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER

Section 8-24 OF THE STATE STATUTES? YES NO N/A **XX**

LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or
backup material. If a contract is to be awarded, please include name of
contractor, amount of contract to be awarded and account from which payment
will be made.)

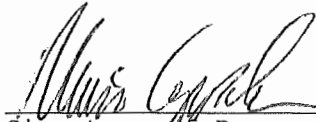
Re-appointment of Darin Callahan as Assistant Corporation
Counsel (please see attached letter)

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

Norwalk Code Sections 63-3(C) and 63-5.

EFFECTIVE DATE OF ACTION (if applicable):

Upon approval, subject to availability of funds.



Signature of Person Making Request
Mario F. Coppola, Corporation Counsel

Please fill in all blanks and note if an item is not applicable.

Amended 4/13/84



VII A

DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 11/8/2022

DEPARTMENT: Business Development & Tourism

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:

☒	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
☐	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☐	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
☐	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
☐	Other, please explain:

TOTAL COST: \$25,000 MUNIS Account: 0922-3710-5777-C0773

VENDOR: Kiva User Funds LLC

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Sharon Conners Digitally signed by Sharon Conners Date: 2022.11.29 10:29:48 -05'00'	X	Supports	<i>Sabrina Godeski</i>
		Does Not Support	Department Head Name
Date	X	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Sabrina Godeski
			Date 11/08/2022

JUSTIFICATION:

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



Managed Lending

Our Approach - Kiva Managed Lending

Kiva US partners with organizations to augment funding microloans to entrepreneurs across the country at 0% interest. With Kiva's established Managed Lending program, organizations play a critical role in accelerating funding and/or broadening reach to US small business owners. Partnering organizations such as banking institutions, city/state governments, CDFIs, small business resource centers or corporations, expand Kiva's ability to fund prospective borrowers repeatedly with a single multi-year campaign.

Managed Lending partners that set up a revolving loan fund with Kiva can prioritize funding based on philanthropic interests and choose to have their organization name appear on corresponding borrower profiles - making this a simple way to disburse funds quickly and gain brand visibility on Kiva.org.

Managed Lending Details

When you partner with Kiva, you can make an impact for borrowers and run multiple multi-year campaigns with a single investment. We call it a managed lending fund. It's a revolving loan fund where your organization can deploy funds used for direct capital to borrowers. When they repay their loans, the funds return back to your company account. These funds can then be recycled for a future campaign, ultimately doubling or tripling the impact of the fund by the end of our partnership term. Benefits to becoming a Managed Lending partner include:

- **Proven turnkey model:** Launch a robust and customizable partnership model to unlock immediate and scalable impact using Kiva's easy-to-use platform.
- **Lending optionality:** Match loans from lenders to US borrowers that reflect your geographic and/or philanthropic interests at the rate multiples you want (1:1 up to 9:1).
- **Repeat lending:** Invest once and run multiple managed lending campaigns. When loans are repaid, they return to your company account to be lent again.
- **Measurable impact:** Access to detailed reporting and analytics at the borrower level.

MANAGED LENDING SPOTLIGHT

Local Initiatives Support Corporation

Through a national partnership with Kiva, LISC sponsors a one-to-one matching fund that helps business owners reach their crowdfunded loan goal on Kiva's platform. Borrowers work with a LISC Trustee to qualify for the matching funds. To date, LISC has funded over 150 borrowers through over \$350k in loans.





[Date]

Dear [Mr./Ms. _____],

Thank you again for [your / name of company, foundation, or organization] ("you" or "your") support of Kiva Microfunds ("Kiva") through Kiva's Engagement Program, which includes Loan Matching, Promotional Kiva Credits, and Lending Reward (the "Program"). As we have discussed, the following letter will serve as your confirmation to participate in the Program as more fully described below.

The purpose of the Program is to engage and expand Kiva's community of lenders through our Loan Matching, Promotional Kiva Credits, and Lending Reward features. The loan matching feature allows you to automatically match loans made by Kiva users, based on criteria you select in advance. Matching amounts will be disbursed from funds deposited into your designated Loan Matching Supporter Account ("Supporter Account"), with repayments on matching loans being returned to your Supporter Account. The promotional Kiva Credit feature allows an employee or customer of your company to make a free loan on Kiva, where the cost of the loan (i.e., the principal amount of the loan funded via the promotional Kiva Credit) will be covered through funds deposited into your designated Promotional Kiva Credit Supporter Account ("Supporter Account"), with repayments from the loan being returned to your Supporter Account. Each employee or customer who receives a promotional Kiva Credit will be required to create a Kiva user account in order to redeem the credit and make a loan. The Lending Reward feature gives a \$25 free credit ("Lending Reward") to each Kiva user who makes a Kiva loan with their own funds (including an existing Kiva account balance) after coming to Kiva's website through a tracked URL. The Lending Reward then may be lent by the Kiva user. The Lending Reward value will be covered by funds in your designated Lending Reward Supporter Account ("Supporter Account"), and repayments toward loans made with Lending Rewards will be returned to your Supporter Account. Please be advised that philanthropic microlending via Kiva involves risk of principal loss, offers no positive rate of return, and repayment rates cannot be guaranteed. Your participation in the Program is detailed below:

1. You agree to wire a total of [\$ _____] to Kiva Microfunds (wire instructions attached) [by date]/[describe installment schedule]. Of this amount, [\$ _____] will be directed for deposit into your Supporter Account in support of the Program. The remaining balance of [\$ _____] will be contributed to Kiva as a tax deductible-eligible donation to help

cover Kiva's operational costs. [Throughout the period during which funds may be lent from your Supporter Account, you agree to contribute an additional [\$_____] to Kiva (which amount shall be eligible to be tax deductible) each [recurring month] to help cover Kiva's ongoing operational costs. You authorize Kiva to deduct these amounts from the Supporter Account.]

Please note that your Supporter Account is a "for benefit of" account held with Kiva User Funds LLC, and funds in your Supporter Account are held separate and apart from operation funds belonging to Kiva Microfunds. Please also note the amount deposited into the Supporter Account is not considered to be a charitable donation to Kiva's operations (unless and until any remaining funds in the Supporter Account are converted to a donation to Kiva).

2. Repayments to the Supporter Account may continue to be reinvested toward new Kiva loans until [date] unless you give us alternative instructions by advance written notice. After such date, all repayments to the Supporter Account will automatically be donated to Kiva. This agreement shall remain in effect until all funds from your Supporter Account have been donated to Kiva and there are no future repayments due to the account.
3. Loans funded from the Supporter Account may be used to lend to any fundraising borrower posted to the Kiva website, which encompass a variety of countries, industries, activities, intended use of funds, levels of delinquency and default risk, social performance standing, and length of term of loan (which in rare cases may be longer than ten years). Funds may be used to support both loans facilitated by field partner organizations, and loans made directly to borrowers in the US (with no field partner involvement). Loan matching funded from the Supporter Account initially will be used to match loans that meet the criteria provided by you. You may request and agree to changes to these criteria by email correspondence with Kiva. Kiva's community of lenders will be notified of loan matching opportunities on Kiva's website and via our various outreach channels. Funds that remain idle in your Supporter Account and are not lent out for a period of at least one year may be used by Kiva to match loans according to your selected criteria. In such instance, Kiva will notify you of the idle funds and the intention to activate the funds prior to initiating any loan matching.
4. For loan matching, Kiva will disburse the loan matching funds from the Supporter Account through a backend system which automatically matches loans that fulfill the criteria set forth above. For Kiva Credits, Kiva will disburse the promotional codes via email to your company, at which point you can send them via email to your employees/customers for redemption via a specific promotional Kiva Credit URL or to enter as a coupon on the checkout page of Kiva's website. For Lending Reward, Kiva will disburse Lending Reward credits from the Supporter Account through a backend system

that notes when a Kiva user makes a loan with their own funds after coming to Kiva's website through the tracked URL, and gives the Kiva user one \$25 Lending Reward per campaign. The source of funds for the Program will be noted [as coming from you]/[as coming from an anonymous supporter of Kiva]. On a [monthly/quarterly/annual] basis, Kiva will provide a report detailing the loans supported by your funds, as well as the repayments received as of the end of the period covered by the report.

5. Lastly, you acknowledge through your participation in this Program that Kiva makes no warranty, representation, covenant or guarantee, whether express or implied, including, without limitation, that any funds that are lent via the Program will be repaid in whole or in part. You understand that loans made under this Program are unsecured and subject to a risk of non-repayment, and that certain types of loans (such as loans facilitated by "Experimental" field partner organizations, and loans to US borrowers not facilitated by field partners) are subject to a higher risk and lower overall rate of repayment than other loans (such as loans facilitated by field partners with a high star-risk rating). Please note that individuals who participate in the Program will receive periodic emails from Kiva. All participants have the ability to modify their email delivery options through Kiva's portfolio settings. Finally, all loans made via your and your employees'/customers' participation in the Program are additionally subject to Kiva's Terms of Use Agreement, found at www.kiva.org/legal/terms, as may be updated from time to time.

Thank you again for your generous support of Kiva!

Sincerely,

Kiva Microfunds

Sarah Marchal Murray

Chief Strategic Partnerships Officer

Accepted and Agreed:

[Name of organization]

Signature: _____

Printed Name: _____

Date: _____

Kiva Wire Instructions

Beneficiary Account Information:

Beneficiary Name: Kiva User Funds LLC

Account Number: 4348144645

Address: 986 Mission St, 4th Floor, San Francisco, CA 94103

Beneficiary Bank Information:

Bank Name: TD Bank

Routing or ABA Number (for domestic wires): 031101266

SWIFT Code (for transfers originating in USD): NRTHUS33XXX

SWIFT Code (for transfers originating in other currencies): TDOMCATTOR

Branch Address: 1701 Marlton Pike E, Cherry Hill, NJ 08003

Kiva ACH Instructions

Beneficiary Account Information:

Beneficiary Name: Kiva User Funds LLC

Account Number: 4348144645

Address: 986 Mission St, 4th Floor, San Francisco, CA 94103

Beneficiary Bank Information:

Bank Name: TD Bank

Routing or ABA Number: 054001725

Branch Address: 1701 Marlton Pike E, Cherry Hill, NJ 08003



CITY OF NORWALK
Norwalk City Hall
125 East Avenue, PO Box 5125
Room 225
Norwalk, CT 06856-5125
P: 203-854-7791 / F: 203-857-0143

VII B

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: December 7, 2022

(Note - Agenda closes 12:00 Noon on the Thursday before the Council meeting.)

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST: Vanessa Valadares, Chief of Operations and Public Works / Public Works Committee

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Public Works

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES WHICH ONE? Public Works

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section 8-24 OF THE STATE STATUTES? YES NO N/A XX

LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or backup material. If a contract is to be awarded, please include name of contractor, amount of contract to be awarded and account from which payment will be made.)

1. Authorize the Mayor, Harry W. Rilling, to execute any and all necessary documents for the State of Connecticut DEEP Urban Forestry Equity through Capacity Building grant related to the City of Norwalk's participation in the grant.
2. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Altice USA for the East Avenue Advanced Utility Project No. 0301-0515NP for an amount not to exceed \$91,000.00.

Account No. 09 12 4021 5777 C0471
09 22 4021 5777 C0471
09 23 4021 5777 C0471
09 21 4021 5777 C0234
09 22 4021 5777 C0234
3. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to accept a donation of construction material from The Hatch & Bailey Company.
- 4a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Waters Construction Company INC. for Project BLDG2022-1 Paving of Ben Franklin Facility Parking Lot for a sum not to exceed \$128,000.00.

Account No. 09 23 7100 5777 C0295
09 21 7100 5777 C0295
09 23 7100 5777 C0476
09 23 4021 5777 C0021

- 4b. Authorize the Chief of Operations and Public Works to execute orders on the Contract with Waters Construction Company INC. for Project BLDG2022-1 Paving of Ben Franklin Facility Parking Lot for a sum not to exceed \$12,800.00.

Account No. 09 23 7100 5777 C0295
09 21 7100 5777 C0295
09 23 7100 5777 C0476
09 23 4021 5777 C0021

5. Authorize the Mayor Harry W. Rilling to execute any and all documents related to the First Supplemental Project Authorization Letter (P.A.L.) for the Advance Utility Project State Project No. 0301-0515/515 NP, enclosed with this agenda whereby the City of Norwalk will transfer funds in the amount of \$ 343,118.00 on July 15, 2023, and \$ 343,118.00 on July 1, 2024 to fund the work to pulling cables between Fort Point Street and Olmstead Place.

Account No. 09 12 4021 5777 C0471
09 22 4021 5777 C0471
09 23 4021 5777 C0471
09 24 4021 5777 C0471
09 21 4021 5777 C0234
09 22 4021 5777 C0234
09 23 4021 5777 C0818

- 6a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies, LLC, for Project RD2022-1 Curb and Sidewalk at Various Locations, for an amount not to exceed \$431,808.00.

Account No. 09 23 7100 5777 C0583
134010 5796 APW09

- 6b. Authorize the Chief of Operations and Public Works, to execute orders on Contract with The Grasso Companies, LLC, for Project RD2022-1 Curb and Sidewalk at Various Locations, for an amount not to exceed \$43,180.80.

Account No. 09 23 7100 5777 C0583
134010 5796 APW09

7. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Agreement with Win Waste Innovations Holdings (former City Carting, Inc.) for city-wide Municipal Solid Waste Collection dated September 28, 2012 in order to extend the term of the Agreement through June 30, 2024, with an option to extend one more year, based on the terms and fee schedule set out in the attached Proposal dated December 1, 2022. The fee for July 1, 2023 – June 30, 2024 will be \$2,115,000.00 and from July 1, 2024 - June 30, 2025 the fee will be \$2,220,750.00.

Account No. 01 40 28 5258

8. Authorize the Mayor, Harry W. Rilling, to execute a Fourth Amendment to the Agreement with Win Waste Innovations Holdings (former City Carting, Inc.) for Curbside Recycling Collection Services, dated June 30, 2004, in order to extend the term of the Agreement through June 30, 2024, with an option to extend an extra year based on the terms and fee schedule set out in the attached Proposal dated December 1, 2022. The fee for July 1, 2023 – June 30, 2024 will be \$1,497,600.00 and from July 1, 2024 - June 30, 2025 the fee will be \$1,572,480.00. An additional Commodity Processing fee of \$750,000.00 will be added to each annual base fee and is subject to available incentives based on the Commodity Revenue Share (80% City of Norwalk) 20% (WIN Waste).

Account No. 01 40 43 5298

9. Authorize the Mayor, Harry W. Rilling, to execute a Fourth Amendment to the Service Agreement with Win Waste Innovations Holdings (former City Carting, Inc.) for Transfer Station Operation, Transport and Disposal Services For Municipal Solid Waste dated August 4, 2008, in order to extend the term of the Agreement through June 30, 2024, with an option to extend an extra year based on the terms and fee schedule set out in the attached Proposal dated December 1, 2022. The transfer station operations fee for July 1, 2023 – June 30, 2024, will be \$876,000.00 and transport and disposal fee of \$97.00 per ton. The fee from July 1, 2024 - June 30, 2025, will be \$919,800.00 and transfer and disposal fee of \$101.85 per ton.

Account No. 01 40 42 5298

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

Section 1-189 Charter of the City of Norwalk & Section 8-24 of the Connecticut General Statutes

EFFECTIVE DATE OF ACTION (if applicable):

Upon adoption and compliance with Charter provisions



Signature of Person Making Request

Please fill in all blanks and note if an item is not applicable.

Amended 4/13/84



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

MEMORANDUM

TO: Vanessa Valadares, P.E. - Chief of Operations and Public Works

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

CC: Rita T. Nigri, MPA – City of Norwalk Grants Coordinator
Erica Kipp, PhD – Chairperson - City of Norwalk Tree Advisory Committee

REF: Urban Forestry Equity through Capacity Building Grant – City Participation

DATE: November 16, 2022

As Chairperson of the City of Norwalk Tree Advisory Committee (TAC), Erica Kipp submitted an application for an Urban Forestry Equity through Capacity Building grant to the Urban Forestry Division of the State of Connecticut Department of Energy and Environmental Protection (CT DEEP). That grant application was selected for funding in the amount of \$10,000.00.

The City and the TAC will be receiving the \$10,000 to plant a minimum of 20 trees. They will be planted through the existing Almstead Tree Planting contract. The intent is to have the \$10,000 deposited in the newly formed Norwalk Tree Account (Chapter 112-11) and then expended to pay Almstead for the tree planting work.

Per the attached grant documents prepared by Chairperson Kipp, the grant was written as a collaborative effort to help address equity and environmental justice concerns, particularly in housing complexes in South Norwalk where there is little tree canopy coverage.

After representatives from both the TAC and the Housing Authority met to discuss potential locations, we settled on the Roodner Court Children's Learning Center where trees will be installed along the perimeter of the outside children's snack and play area to screen and shield them from the roadway noise and emissions. This will also provide them with very much needed shade and privacy. Part of the grant will also be used to purchase new maintenance-free picnic tables for the children and work with the educational director to offer environmentally-based STEM programming.

I have attached a copy of the CT DEEP service agreement for your reference. Once this agreement is signed by the Mayor, we can move forward with tree selection, tree orders

and preparation for the work being done during the Spring 2023 planting season.

It is the intention of Chairperson Kipp and the TAC members to involve not just the residents of Roodner Court, but the entire Norwalk Community, Norwalk Community College students, TAC members, and City staff, in an effort to make this a true community bonding project.

Therefore, I would like to request that the following item be included on the agenda for the December 6, 2022 meeting of the Public Works Committee of the Common Council for approval.

- 1.) Authorize the Mayor, Harry W. Rilling, to execute any and all necessary documents for the State of Connecticut DEEP Urban Forestry Equity through Capacity Building grant related to the City of Norwalk's participation in the grant.

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

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. 2023-012 P.O.
---	---

CONTRACTOR	(3) CONTRACTOR NAME City of Norwalk	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ NO
	CONTRACTOR ADDRESS 125 East Ave, Norwalk, CT 06851	

STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Forestry, 79 Elm Street, Hartford, CT 06106-5127	(6) Dept No. DEP43000
--------------	---	---------------------------------

CONTRACT PERIOD	(7) DATE (FROM) Upon Execution	THROUGH (TO) December, 31 2023	(8) INDICATE ☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. _____ ☒ NEITHER
-----------------	--	--	---

COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)		
	1. 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 three pages numbered A-1 through A-3 inclusive. Page 1 of 6 Standard Terms and Conditions are contained in Pages 2 through 6 and are attached hereto and made a part hereof.		

COST AND SCHEDULE OF PAYMENTS	(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 one page numbered B-1). Total Payments Not to Exceed the Maximum Amount of \$10,000.00		

(11) OBLIGATED AMOUNT \$10,000.00											
(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	
\$10,000.00	DEP44165	12060	35402	65099	DEPA0003095040	155006					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.)	
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: _____

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 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.
- (f) 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.
- (g) 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.
- (h) 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. 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.
9. 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.
10. 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.

11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.

18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.

APPENDIX A

SCOPE OF WORK

Purpose: To provide funding that allows the City of Norwalk, herein referred to as the “Contractor” to plant trees outside of the Samuel Roodner Court Children’s Learning Center at the Norwalk Hosing Authority Complex in the South Norwalk Neighborhood of Norwalk, CT.

Description: The Contractor agrees to conduct a project entitled: Building Equity in South Norwalk through an Urban Forestry Project.

1. Deliverables: Tasks for the Project shall include the following :

- a. The Contractor shall purchase and plant no fewer than 20 trees at the Samuel Roodner Court Children’s Learning Center at the Norwalk Hosing Authority Complex in Norwalk in the Spring of 2023. Grant funds may not be used to purchase any plant/vegetation that is on the State of Connecticut invasive plant list.
- b. The Contractor shall follow recommendations in the [CT Tree Owners Manual](#) for post-planting care and maintenance of planted trees including watering planted trees 10-20 gallons weekly and performing additional pruning and staking as needed for no less than one year post-planting.
- c. In collaboration with students at Norwalk Community College, the Contractor shall host an educational planting program for local residents and children at the learning center in the Spring of 2023.
- d. The Contractor shall advertise the educational planting program through the Contractor’s website, public calendar, and social media accounts (Facebook, Instagram, Twitter), as well as through the Norwalk Housing Authority’s email listserv, website, and newsletter.
- e. The Contractor shall submit a report to DEEP on the size, species, and location of all trees planted, the number of educational events hosted and number of participants at each event.
- f. The Contractor shall coordinate cleanup and Project closeout including, the Contractor shall restore any area disturbed by such tree installation to its previous condition or better.

2. Budget: The total cost of this grant is estimated to be at least \$27,774.00. The maximum amount payable by the Department of Energy and Environmental Protection (DEEP) shall be \$10,000. The amount payable shall in no case be greater than 50% of the total cost of the project. The value of in-kind services and/or additional funding used by the Contractor for the completion of this project shall be equivalent to at least 50% of the total cost of this grant.

3. Acknowledgement of Funding: Any publication or sign produced or distributed or any publicity conducted in association with this contract must acknowledge the support provided by the Division of Forestry within the Department of Energy and Environmental Protection through the inclusion of language similar to the following: "This publication/project/sign was made possible by a grant provided by the Connecticut Department of Energy and Environmental Protection Division of Forestry and was funded through Connecticut’s

participation in carbon dioxide allowances auctions conducted as part of the Regional Greenhouse Gas Initiative.”

- 4. Publication of Materials:** The Contractor must obtain written approval from DEEP's Urban Forestry Coordinator 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
Division of Forestry
Urban Forestry Coordinator
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. **Project Summaries:** Following Execution of this Contract, the Contractor shall provide summaries of project status to the Division of Forestry, Urban Forestry Coordinator once every six months during the time in which this Contract is in effect. Such summaries shall include a brief description indicating the work completed to date and the anticipated project completion date if different from the current Contract expiration date.
9. **Extensions/Amendments:** Extensions of the time period for the conclusion of this grant shall not be permitted.
10. **Final Report:** Within 30 days of the expiration date of this Contract, the Contractor shall submit to DEEP's Urban Forestry Coordinator, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met.
11. **Final Financial Report:** Within 30 days of the expiration date of this Contract, the Contractor shall submit a Final Financial Report to DEEP's Urban Forestry Coordinator, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. Such

documentation shall clearly indicate those expenditures that are to be reimbursed under the term of this grant, those expenditures that are to be considered as matching funds, and the nature and value of all in-kind services that are to be considered as a match to the awarded funds expended. A sample format is attached as Appendix C.

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is ten thousand dollars (\$10,000.00).

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.

- a. Reimbursement of up to the maximum amount payable under this contract shall be released following completion of 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, and contingent upon receipt of a detailed invoice with any required supportive documentation, subject to review and approval by DEEP.
- b. Total cost of the project shall include any costs directly paid by the Contractor in order to meet the terms of this grant, plus the value of in-kind services and additional direct funding used by the Contractor in meeting the terms of this grant.

Should total Projects costs be less than the amount of payments made, any remaining funds must be refunded to the Connecticut Department of Energy and Environmental Protection through a check made payable to "Treasure, State of Connecticut" within 90 days of the Contract expiration date.

APPENDIX C

SAMPLE FINAL FINANCIAL REPORT

Contractor Name: _____

PSA #: _____

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

Arthur DiCesare

From: Dave Stofko <Dave.Stofko@AlticeUSA.com>
Sent: Thursday, November 10, 2022 3:38 PM
To: Arthur DiCesare
Cc: Joe Solis; Jake Kaufman; Frank Gomes; Valadares, Vanessa
Subject: RE: External E-mail - East Avenue AUP (WF# 12351529)
Attachments: RE: External E-mail - RE: Request for review - 0301-0515 - Precast Polymer Concrete Handhole Shop Drawings Revised; External E-mail - East Avenue AUP - Altice Layout

Importance: High

Art,

I just spoke with Joe to review a couple of concerns with the revised drawing from 10/14/2022.

Here is the cost for the project:

As of Thursday 11/10/2022...

Labor \$87,168.34
Materials \$ 3,738.61

Total Cost \$90,906.95

Thank you

Dave Stofko
Sr. Utility Associate
Altice USA
28 Cross Street
Norwalk, CT 06851
(203) 750-5493 [Office]
(203) 939-0021 [Cell]
Dave.Stofko@AlticeUSA.com



From: Arthur DiCesare <dicesare@adicesarepc.com>
Sent: Tuesday, November 8, 2022 5:16 PM
To: Dave Stofko <Dave.Stofko@AlticeUSA.com>; Valadares, Vanessa <VValadares@norwalkct.org>
Cc: Joe Solis <solis@adicesarepc.com>; Jake Kaufman <kaufman@adicesarepc.com>; Frank Gomes <Frank.Gomes@AlticeUSA.com>
Subject: RE: External E-mail - East Avenue AUP



CITY OF NORWALK
Mateo Arias
Junior Engineer
marias@norwalkt.org
P: 203-854-7739 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works
CC: Paul L. Sotnik, P.E. – Senior Civil Engineer
FROM: Mateo Arias – Junior Engineer
RE: Project BLDG2022-1 Paving of Ben Franklin Facility Parking Lot
DATE: November 30, 2022

The Department of Public Works has prepared plans for "Project BLDG2022-1." This project consists of the pavement rehabilitation of the Ben Franklin Facility Parking Lot.

After reviewing the bid results, we recommend that this contract is awarded to the lowest bidder, Waters Construction Company INC. I have attached a copy of the bid results received from the two (2) low bidders for your reference.

I would like to request that the following items be included on the agenda for the December 6, 2022, Public Works Committee meeting.

- a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Waters Construction Company INC. for Project BLDG2022-1 Paving of Ben Franklin Facility Parking Lot for a sum not to exceed \$128,000.00
- b. Authorize the Chief of Operations and Public Works to execute orders on the Contract with Waters Construction Company INC. for Project BLDG2022-1 Paving of Ben Franklin Facility Parking Lot for a sum not to exceed \$12,800.00

Account No.

09 23 7100 5777 C0295
09 21 7100 5777 C0295
09 23 7100 5777 C0476
09 23 4021 5777 C0021

Project Number : BLDG2022-1
 Project Name : PAVING OF BEN FRANKLIN FACILITY PARKING LOT

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0201001A	CLEARING AND GRUBBING	1	\$1,200.00	\$1,200.00	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
0202000	EARTH EXCAVATION	20	\$71.00	\$1,420.00	\$50.00	\$1,000.00	\$0.00	\$0.00	\$45.00	\$900.00
0202503A	REMOVAL OF CONCRETE CURBING	50	\$33.00	\$1,650.00	\$4.00	\$200.00	\$0.00	\$0.00	\$25.00	\$1,250.00
0202504A	REMOVAL OF BITUMINOUS CONCRETE CURBING	150	\$8.00	\$1,200.00	\$4.00	\$600.00	\$0.00	\$0.00	\$20.00	\$3,000.00
0209001	FORMATION OF SUBGRADE	55	\$21.00	\$1,155.00	\$4.00	\$220.00	\$0.00	\$0.00	\$15.00	\$825.00
0304002	PROCESSED AGGREGATE BASE	20	\$119.00	\$2,380.00	\$60.00	\$1,200.00	\$0.00	\$0.00	\$55.00	\$1,100.00
0406171A	HMA SUPERPAVE 0.50" (12.5) LEVEL 2	360	\$180.00	\$64,800.00	\$250.00	\$90,000.00	\$0.00	\$0.00	\$225.00	\$81,000.00
0406267A	BITUMINOUS CONCRETE MILLING (0" - 4")	3,000	\$5.50	\$16,500.00	\$6.00	\$18,000.00	\$0.00	\$0.00	\$8.00	\$24,000.00
0507042A	RESET CATCH BASIN	2	\$800.00	\$1,600.00	\$1,500.00	\$3,000.00	\$0.00	\$0.00	\$1,100.00	\$2,200.00
0811001A	CONCRETE CURBING	50	\$62.00	\$3,100.00	\$150.00	\$7,500.00	\$0.00	\$0.00	\$45.00	\$2,250.00
0815001	BITUMINOUS CONCRETE LIP CURBING	150	\$23.00	\$3,450.00	\$10.00	\$1,500.00	\$0.00	\$0.00	\$20.00	\$3,000.00
0921001A	CONCRETE SIDEWALK	100	\$35.00	\$3,500.00	\$30.00	\$3,000.00	\$0.00	\$0.00	\$15.00	\$1,500.00
0921011A	CONCRETE DRIVEWAY RAMP	150	\$35.00	\$5,250.00	\$30.00	\$4,500.00	\$0.00	\$0.00	\$25.00	\$3,750.00
0922001A	BITUMINOUS CONCRETE SIDEWALK	10	\$300.00	\$3,000.00	\$100.00	\$1,000.00	\$0.00	\$0.00	\$125.00	\$1,250.00
0944003A	FURNISHING AND PLACING TOPSOIL	20	\$100.00	\$2,000.00	\$10.00	\$200.00	\$0.00	\$0.00	\$18.00	\$360.00
0950003A	TURF ESTABLISHMENT (LAWN)	20	\$64.00	\$1,280.00	\$10.00	\$200.00	\$0.00	\$0.00	\$20.00	\$400.00
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	\$3,500.00
0970007A	TRAFFICPERSON (UNIFORMED FLAGGER)	40	\$64.00	\$2,560.00	\$70.00	\$2,800.00	\$0.00	\$0.00	\$65.00	\$2,600.00
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	\$1,500.00	\$1,500.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$7,500.00	\$7,500.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$3,795.00	\$3,795.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$4,500.00	\$4,500.00
1210101	4" WHITE EPOXY RESIN PAVEMENT MARKINGS	1,300	\$2.00	\$2,600.00	\$2.00	\$2,600.00	\$0.00	\$0.00	\$1.50	\$1,950.00
1210105	EPOXY RESIN PAVEMENT MARKINGS - SYMBOLS AND LEGENDS	70	\$8.00	\$560.00	\$7.00	\$490.00	\$0.00	\$0.00	\$5.00	\$350.00
			\$128,000.00		\$163,510.00		\$0.00		\$152,185.00	

Apparent Low Bidder : WATERS CONSTRUCTION
 Second Bidder : B&W Paving & Landscaping, LLC
 Third Bidder :



CITY OF NORWALK
Daniel Stanton
Senior Civil Engineer
dstanton@norwalkct.org
P: 203-854-7981 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works
FROM: Daniel Stanton, P.E. – Senior Civil Engineer 
RE: Project RD2022-1 Curb and Sidewalk at Various Locations
DATE: December 1, 2022

The Department of Public Works has prepared plans for "Project RD2022-1." This project consists of curb and sidewalk improvements in anticipation of paving projects.

After reviewing the bid results, we recommend that this contract is awarded to the lowest bidder, The Grasso Companies, LLC. We received four (4) bidders. I have attached a copy of the bid sheet for comparison.

I would like to request that the following items be included on the agenda for the December 6, 2022, Public Works Committee meeting.

1) Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies, LLC, for Project RD2022-1 Curb and Sidewalk at Various Locations, for an amount not to exceed \$431,808.00.

Account No.
09237100 5777 C0583
134010 5796 APW09

2) Authorize the Chief of Operations and Public Works, to execute orders on Contract with The Grasso Companies, LLC, for Project RD2022-1 Curb and Sidewalk at Various Locations, for an amount not to exceed \$43,180.80.

Account No.
09237100 5777 C0583
134010 5796 APW09

Attached: Project Bids



Bid Sheet

Project: RD 2022-1 CONCRETE CURBS AND SIDEWALKS AT VARIOUS LOCATIONS

BID OPENING: Thursday
December 1, 2022
2:00 PM

	Bidder	Bid Amount
1	Olmstead Contracting, LLC	\$603,564.00
2	The Grasso Companies, LLC	\$431,808.00
3	A. Vitti Excavators, LLC	\$544,365.00
3	Laydon Industries, LLC	\$626,255.00

The Grasso Companies, LLC is the apparent low responsible bidder.

Project Number : RD2022-1

Project Name : CURB AND SIDEWALK AT VARIOUS LOCATIONS

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0202000	EARTH EXCAVATION	1	\$100.00	\$100.00	\$60.00	\$60.00	\$200.00	\$200.00	\$30.00	\$30.00
0202002	ROCK EXCAVATION	1	\$275.00	\$275.00	\$200.00	\$200.00	\$500.00	\$500.00	\$200.00	\$200.00
0202451A	TEST PIT EXCAVATION	1	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$200.00	\$200.00	\$100.00	\$100.00
0202503A	REMOVAL OF CONCRETE CURBING	15	\$10.00	\$150.00	\$80.00	\$1,200.00	\$30.00	\$450.00	\$5.00	\$75.00
0202504A	REMOVAL OF BITUMINOUS CONCRETE CURBING	10	\$10.00	\$100.00	\$25.00	\$250.00	\$15.00	\$150.00	\$5.00	\$50.00
0302906	3/4" WASHED CRUSHED STONE	1	\$55.00	\$55.00	\$90.00	\$90.00	\$65.00	\$65.00	\$50.00	\$50.00
0304002	PROCESSED AGGREGATE BASE	1	\$35.00	\$35.00	\$65.00	\$65.00	\$60.00	\$60.00	\$50.00	\$50.00
0406202A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MINOR ARTERIAL) MIN BID - SEE SPECIAL NOTES	1	\$260.00	\$260.00	\$170.00	\$170.00	\$2,000.00	\$2,000.00	\$250.00	\$250.00
0406203A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (COLLECTOR) MIN BID - SEE SPECIAL NOTES	1	\$240.00	\$240.00	\$150.00	\$150.00	\$1,700.00	\$1,700.00	\$225.00	\$225.00
0406204A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	10	\$180.00	\$1,800.00	\$100.00	\$1,000.00	\$1,000.00	\$10,000.00	\$150.00	\$1,500.00
0406999A	ASPHALT ADJUSTMENT COST	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
0506001	CONCRETE FOR RETAINING WALLS, STEPS AND COPINGS	3	\$1,000.00	\$3,000.00	\$1,500.00	\$4,500.00	\$2,000.00	\$6,000.00	\$300.00	\$900.00
0506026	RETAINING WALL	150	\$50.00	\$7,500.00	\$70.00	\$10,500.00	\$150.00	\$22,500.00	\$300.00	\$45,000.00
0507042A	RESET CATCH BASIN	15	\$1,200.00	\$18,000.00	\$1,000.00	\$15,000.00	\$1,000.00	\$15,000.00	\$800.00	\$12,000.00
0507781	RESET MANHOLE	3	\$1,200.00	\$3,600.00	\$800.00	\$2,400.00	\$1,000.00	\$3,000.00	\$900.00	\$2,700.00
0507792A	RECONSTRUCT CATCH BASIN	20	\$600.00	\$12,000.00	\$900.00	\$18,000.00	\$500.00	\$10,000.00	\$250.00	\$5,000.00
0507897A	YARD DRAIN	1	\$750.00	\$750.00	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00
0602000	DEFORMED STEEL BARS	50	\$8.00	\$400.00	\$8.00	\$400.00	\$5.00	\$250.00	\$3.00	\$150.00
0651343A	MISCELLANEOUS STORM DRAINAGE MODIFICATIONS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
0651743	6" POLYVINYL CHLORIDE, SDR 35 STORM DRAINAGE PIPE	8	\$200.00	\$1,600.00	\$70.00	\$560.00	\$75.00	\$600.00	\$50.00	\$400.00
0686801	PRECAST CONCRETE INFILTRATION GALLERY (4' X 4')	4	\$1,500.00	\$6,000.00	\$600.00	\$2,400.00	\$375.00	\$1,500.00	\$500.00	\$2,000.00
0751712	8" UNDERDRAIN	10	\$75.00	\$750.00	\$50.00	\$500.00	\$80.00	\$800.00	\$50.00	\$500.00
0811001A	CONCRETE CURBING	1,550	\$42.00	\$65,100.00	\$65.00	\$100,750.00	\$75.00	\$116,250.00	\$50.00	\$77,500.00
0811007A	CONCRETE CURBING (<45 LF PER MOB.)	44	\$100.00	\$4,400.00	\$135.00	\$5,940.00	\$100.00	\$4,400.00	\$70.00	\$3,080.00
0811008A	CONCRETE CURBING - 6" X >20"-<32"	75	\$100.00	\$7,500.00	\$110.00	\$8,250.00	\$100.00	\$7,500.00	\$55.00	\$4,125.00
0811009A	CONCRETE CURBING - 6" X 32"-42"	75	\$100.00	\$7,500.00	\$120.00	\$9,000.00	\$200.00	\$15,000.00	\$60.00	\$4,500.00

Project Number : RD2022-1

Project Name : CURB AND SIDEWALK AT VARIOUS LOCATIONS

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0813500	RESET STONE BLOCK DRIVEWAY	120	\$40.00	\$4,800.00	\$50.00	\$6,000.00	\$30.00	\$3,600.00	\$30.00	\$3,600.00
0814001	RESET STONE CURBING	200	\$25.00	\$5,000.00	\$60.00	\$12,000.00	\$100.00	\$20,000.00	\$25.00	\$5,000.00
0815001	BITUMINOUS CONCRETE LIP CURBING	100	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$25.00	\$2,500.00	\$8.00	\$800.00
0921001A	CONCRETE SIDEWALK	9,995	\$12.00	\$119,940.00	\$15.00	\$149,925.00	\$19.00	\$189,905.00	\$11.00	\$109,945.00
0921004A	CONCRETE SIDEWALK (<110 SF PER MOB.)	109	\$30.00	\$3,270.00	\$45.00	\$4,905.00	\$30.00	\$3,270.00	\$15.00	\$1,635.00
0921010A	CONCRETE DRIVEWAY RAMP (<90 SF PER MOB.)	89	\$30.00	\$2,670.00	\$55.00	\$4,895.00	\$40.00	\$3,560.00	\$16.00	\$1,424.00
0921011A	CONCRETE DRIVEWAY RAMP	1,130	\$15.00	\$16,950.00	\$18.00	\$20,340.00	\$22.00	\$24,860.00	\$12.00	\$13,560.00
0921021A	RELAY PRECAST CONCRETE PAVER SIDEWALK AND DRIVEWAY	25	\$40.00	\$1,000.00	\$50.00	\$1,250.00	\$40.00	\$1,000.00	\$40.00	\$1,000.00
0921045	REPLACE STONE SIDEWALK	25	\$40.00	\$1,000.00	\$50.00	\$1,250.00	\$100.00	\$2,500.00	\$50.00	\$1,250.00
0922001A	BITUMINOUS CONCRETE SIDEWALK	262	\$48.00	\$12,576.00	\$75.00	\$19,650.00	\$12.00	\$3,144.00	\$50.00	\$13,100.00
0924007A	HANDICAP RAMPS (ADA COMPLIANT)	384	\$40.00	\$15,360.00	\$70.00	\$26,880.00	\$50.00	\$19,200.00	\$30.00	\$11,520.00
0944003A	FURNISHING AND PLACING TOPSOIL	500	\$15.00	\$7,500.00	\$20.00	\$10,000.00	\$30.00	\$15,000.00	\$10.00	\$5,000.00
0949000	WOOD CHIP MULCH	9	\$3.00	\$27.00	\$15.00	\$135.00	\$100.00	\$900.00	\$10.00	\$90.00
0949606	ROOT BARRIER	5	\$20.00	\$100.00	\$150.00	\$750.00	\$100.00	\$500.00	\$25.00	\$125.00
0950003A	TURF ESTABLISHMENT (LAWN)	500	\$3.00	\$1,500.00	\$7.00	\$3,500.00	\$10.00	\$5,000.00	\$2.00	\$1,000.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$12,500.00	\$12,500.00	\$15,000.00	\$15,000.00	\$11,500.00	\$11,500.00	\$15,000.00	\$15,000.00
0975006	MOVE, RELOCATION AND SKIP (MRS)	3	\$3,000.00	\$9,000.00	\$1,000.00	\$3,000.00	\$2,000.00	\$6,000.00	\$5,000.00	\$15,000.00
0980003A	PROJECT SURVEY AND STAKEOUT	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1000010A	MISCELLANEOUS TRANSITIONS TO MEET EXISTING PROPERTY CONDITIONS	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
1010001	CONCRETE HANDHOLE	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$500.00	\$500.00
1302060A	RESET GATE BOXES	30	\$100.00	\$3,000.00	\$250.00	\$7,500.00	\$50.00	\$1,500.00	\$75.00	\$2,250.00
			\$431,808.00		\$544,365.00		\$603,564.00		\$433,384.00	

Apparent Low Bidder : THE GRASSO COMPANIES

Second Bidder : A. VITTI EXCAVATORS, LLC

Third Bidder :



90 Arboretum Drive, Suite 300, Portsmouth, NH 03801
www.win-waste.com

Vanessa Valadares, P.E.
Principal Engineer
Norwalk Department of Public Works
125 East Avenue
Norwalk Ct, 06856

12/1/2022

Contract Extension-City of Norwalk
MSW & Recycling Collection
Operations-City of Norwalk Transfer Station
Transfer and Disposal of MSW
Marketing of Single Stream Recycling Materials

Please accept this letter as WIN Waste Innovations' proposal for two (2) one-year extensions to our current agreement, commencing July 1, 2023. This proposal is for the Collection of Solid Waste and Recycling, Operation of the City's Transfer Station, and the Processing of Recyclables.

The economics outlined below account for the significant increases in operating expenses incurred since the last extension granted in July 2018. These expenses include Labor +28%, Repairs & Maintenance +45%, and Operating Expenses +35%. We are also proposing a revenue sharing arrangement for commodity sales.

	MSW Collection	Recycling Collection	Transfer Station Operations	Transfer & Disposal	Commodity Processing
July 2023-June 2024	\$2,115,000	\$1,497,600	\$876,000	\$2,297,000	\$750,000*
July 2024-June 2025	\$2,220,750	\$1,572,480	\$919,800	\$2,411,850	\$750,000*

*Commodity Revenue share: the allocation of revenue associated with commodity sales would be split 80% (City of Norwalk) & 20% (WIN Waste), based on the pricing for the grade "Mixed Paper" as reported in the RISI PPI Pulp & Paper Week Yellow Sheet for New York Port, monthly.

Our proposal is non-binding and subject to approval of the Board of Directors of WIN Waste Innovations Holdings.

If you have any questions or require additional information, please don't hesitate to reach out to me.

Sincerely

A handwritten signature in blue ink, appearing to read 'Anthony J Farina', is written over a blue circular stamp.

Anthony J Farina

Norwalk Department of Police Service

Memo

To: Norwalk Common Council
From: Lt. Melissa Lepore 
CC:
Re: Axon Enterprise, Inc. Authorization Request
Date: December 8, 2022

The Police Department's current body worn camera and taser contracts are expiring in the summer of 2023. The Department currently utilizes Axon body worn cameras and tasers. Both pieces of equipment are aging and being phased out. We are requesting a sole source purchase of this equipment to provide compatibility and software interface with our existing dashboard camera, signal side arms, and evidence storage system. As we phase into complete compliance with the Police Accountability Act, we are requesting 20 additional dashboard cameras for police vehicles.

The Department is currently one year into a five-year contract with the dashboard camera system. We are requesting to combine that contract with the purchase and maintenance of the new body camera and tasers into one five-year contract.

Combining all three contracts together will allow for all agreements to expire at the same time. At that point we can put out a request for proposals on new hardware and software systems.

We are requesting the following authorization:

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, and instruments with Axon Enterprise, Inc. for the sole source purchase, installation and service of body worn cameras, tasers, dashboard cameras, and related equipment and data storage for an amount not to exceed \$460,394.65 annually. Account # 013049-5258.
2. Authorize the Chief of Police to execute any change orders necessary to implement the body worn camera, taser, dashboard cameras, and related equipment and data storage program for an amount not to exceed \$23,000. Account # 013049-5258.



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 12/7/2022

DEPARTMENT: Police

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:

☐	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
☐	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☒	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
☐	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
☐	Other, please explain:

TOTAL COST: \$460,394.65 MUNIS Account: 013049-5258

VENDOR: Axon Enterprise, Inc.

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
Digitally signed by Sharon Purchasing Agent Name Conners Date: 2022.12.07 17:10:18 -05'00'	Supports	 Department Head Name Deputy Chief James Walsh Date 12/7/22
	Does Not Support	
	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	
	X	

JUSTIFICATION:

Please see attached documentation

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

BODY CAMERAS: They will be 5 years old and out of contract and warranty in July 2023. Becoming obsolete due to age of the hardware, components breaking down, and technology updates. Need to continue to be in compliance with Police Accountability Act.

DASHBOARD CAMERAS: One year into a 5 year contract as of October 2021. We initially purchased 55 units for our first line patrol vehicles. In accordance with the Police Accountability Act, we need to order an additional 20 cameras for second line patrol vehicles to be in complete compliance.

TASERS: They are 5 years old and out of warranty in August 2023. Becoming obsolete due to age of the hardware, components breaking down, and technology updates.

INTERFACE SYSTEM: The software operates body and dashboard cameras, patrol car triggers, Tasers, and signal side arms; streamlining all programming, videos management, and operations into one software system.

The Axon hardware and software components were developed to work and activate each other:

- Tasers are synchronized to activate body cameras upon removal from the holster.
- Signal side arms activate body cameras upon removal from the holster.
- Patrol vehicles are wired and programmed to activate dash board and body cameras when overhead lights are activated, when speeds exceed 70 mph, upon impact or hard braking (in case of an accident). Overhead lights also activate all surrounding body cameras within 50ft.
- Cradlepoint modems, new wiring, and fleet software was installed in 55 patrol cars to incorporate all these functions.

Videos and Taser downloads are currently stored in one centralized cloud on evidence.com. NPD must maintain Evidence.com as we are required by law to keep downloads and videos in accordance with the state Records Retention Schedule and are still contractually obligated with dashboard camera video system until 2026.

Evidence.com is currently utilized by our prosecutors in Norwalk/Stamford Superior Court also. This provides for sharing videos and evidence electronically with them.

OTHER VENDORS: We did research other vendor systems and hardware. Some vendors were disqualified because they were only able to supply smaller departments. One vendor, Motorola, was capable of handling quantity for body cameras, but they are not compatible with our software and other hardware products. Plus, they do not have helmet cameras, dashboard cameras, or taser interface software. Their price was about an \$8000 difference from Axon. This is based on 2021 pricing. We were unable to obtain current prices from Motorola without demonstrations and trial contracts.

This agreement combines all three components into one contract with one expiration date. At that point we can go out to bid with an RFP for a new system.

Payments to be made as follows:	June 2023:	\$460,394.65
	June 2024:	\$447,809.54
	June 2025:	\$447,809.54
	June 2026:	\$447,809.54
	June 2027:	\$447,809.54



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-437989-44900.815JK

Issued: 12/05/2022

Quote Expiration: 01/31/2023

Estimated Contract Start Date: 07/15/2023

Account Number: 170910

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-1 Monroe St Business;Delivery;Invoice-1 Monroe St 1 Monroe St 1 Monroe St Norwalk, CT 06854-3103 Norwalk, CT 06854-3103 USA USA	Norwalk Police Department - CT 1 Monroe St Norwalk, CT 06854-3103 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Joe Kwiatek Phone: Email: jkwiatek@axon.com Fax:	Susan Zecca Phone: (203) 854-3002 Email: szecca@norwalkct.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$2,251,632.81
ESTIMATED TOTAL W/ TAX	\$2,251,632.81

Discount Summary

Average Savings Per Year	\$109,090.90
TOTAL SAVINGS	\$545,454.49

Payment Summary

Date	Subtotal	Tax	Total
Jun 2023	\$460,394.65	\$0.00	\$460,394.65
Jun 2024	\$447,809.54	\$0.00	\$447,809.54
Jun 2025	\$447,809.54	\$0.00	\$447,809.54
Jun 2026	\$447,809.54	\$0.00	\$447,809.54
Jun 2027	\$447,809.54	\$0.00	\$447,809.54
Total	\$2,251,632.81	\$0.00	\$2,251,632.81

Quote Unbundled Price:	\$2,797,087.30
Quote List Price:	\$2,427,994.90
Quote Subtotal:	\$2,251,632.81

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$59,620.34)	(\$59,620.34)	\$0.00	(\$59,620.34)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$69,825.99	\$69,825.99	\$0.00	\$69,825.99
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	\$26,107.26	\$26,107.26	\$0.00	\$26,107.26
Fleet3ARe	Fleet 3 Advanced Renewal	55	60	\$170.31	\$148.00	\$133.20	\$439,560.00	\$0.00	\$439,560.00
Fleet3A	Fleet 3 Advanced	20	60	\$266.09	\$208.00	\$208.00	\$249,600.00	\$0.00	\$249,600.00
BWCamTAP	Body Worn Camera TAP Bundle	189	60	\$31.85	\$28.00	\$28.00	\$317,520.00	\$0.00	\$317,520.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	24	60	\$64.01	\$29.50	\$29.50	\$42,480.00	\$0.00	\$42,480.00
T7Cert	2021 Taser 7 Certification Bundle	180	60	\$72.26	\$60.00	\$60.00	\$648,000.00	\$0.00	\$648,000.00
A la Carte Hardware									
71210	FLEET DOOR TRIGGER HARDWARE, US	20			\$18.60	\$18.60	\$372.00	\$0.00	\$372.00
AB3C	AB3 Camera Bundle	181			\$699.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3MBD	AB3 Multi Bay Dock Bundle	23			\$1,495.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3C	AB3 Camera Bundle	4			\$699.00	\$699.00	\$2,796.00	\$0.00	\$2,796.00
Flex2C	Flex 2 Camera Bundle	4			\$732.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3MBD	AB3 Multi Bay Dock Bundle	1			\$1,538.90	\$1,538.90	\$1,538.90	\$0.00	\$1,538.90
A la Carte Software									
100537	INPUT-ACE DONGLE RENEWAL LICENSE	1	60		\$166.25	\$166.25	\$9,975.00	\$0.00	\$9,975.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	185	60		\$24.00	\$24.00	\$266,400.00	\$0.00	\$266,400.00
ProLicense	Pro License Bundle	5	60		\$39.00	\$39.00	\$11,700.00	\$0.00	\$11,700.00
BasicLicense	Basic License Bundle	182	60		\$15.00	\$15.00	\$163,800.00	\$0.00	\$163,800.00
A la Carte Services									
85147	CEW STARTER	1			\$4,125.00	\$4,125.00	\$4,125.00	\$0.00	\$4,125.00
85144	AXON STARTER	1			\$4,125.00	\$4,125.00	\$4,125.00	\$0.00	\$4,125.00
A la Carte Warranties									
80379	EXT WARRANTY, AXON SIGNAL UNIT	55	60		\$1.16	\$1.16	\$3,828.00	\$0.00	\$3,828.00
11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	55	60		\$15.00	\$15.00	\$49,500.00	\$0.00	\$49,500.00
Total							\$2,251,632.81	\$0.00	\$2,251,632.81

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	180	06/15/2023
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	6	06/15/2023
2021 Taser 7 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	216	06/15/2023
2021 Taser 7 Certification Bundle	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	4	06/15/2023
2021 Taser 7 Certification Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	180	06/15/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	540	06/15/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	360	06/15/2023
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	540	06/15/2023
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	360	06/15/2023
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	360	06/15/2023
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	360	06/15/2023
2021 Taser 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	06/15/2023
2021 Taser 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	06/15/2023
2021 Taser 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	06/15/2023
2021 Taser 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	06/15/2023
2021 Taser 7 Certification Bundle	74200	TASER 7 6-BAY DOCK AND CORE	2	06/15/2023
2021 Taser 7 Certification Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	3	06/15/2023
2021 Taser 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	3	06/15/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	200	06/15/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	5	06/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	181	06/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	4	06/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	6	06/15/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	200	06/15/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	5	06/15/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	06/15/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	23	06/15/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	06/15/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	23	06/15/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	1	06/15/2023
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	20	06/15/2023
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	20	06/15/2023
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	20	06/15/2023
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	20	06/15/2023
Fleet 3 Advanced	72048	FLEET SIM INSERTION, ATT	20	06/15/2023
Flex 2 Camera Bundle	11528	FLEX 2 CAMERA, (ONLINE)	4	06/15/2023
Flex 2 Camera Bundle	11532	FLEX 2 CONTROLLER	4	06/15/2023
Flex 2 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	5	06/15/2023
Flex 2 Camera Bundle	11545	COLLAR MOUNT, FLEX 2	5	06/15/2023
Flex 2 Camera Bundle	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	4	06/15/2023
A la Carte	71210	FLEET DOOR TRIGGER HARDWARE, US	20	06/15/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	360	06/15/2024
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	360	06/15/2024

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	360	06/15/2025
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	360	06/15/2025
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	360	06/15/2025
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	360	06/15/2025
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	360	06/15/2026
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	360	06/15/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	24	12/15/2026
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	195	12/15/2026
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	360	06/15/2027
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	360	06/15/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	24	06/15/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	195	06/15/2028
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	20	06/15/2028
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	55	06/15/2028
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	1	06/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	180	07/15/2023	07/14/2028
2021 Taser 7 Certification Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	4	07/15/2023	07/14/2028
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	182	07/15/2023	07/14/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC LICENSE	182	07/15/2023	07/14/2028
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	20	07/15/2023	07/14/2028
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	20	07/15/2023	07/14/2028
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	20	07/15/2023	07/14/2028
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	40	07/15/2023	07/14/2028
Fleet 3 Advanced Renewal	80400	FLEET, VEHICLE LICENSE	55	07/15/2023	07/14/2028
Fleet 3 Advanced Renewal	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	55	07/15/2023	07/14/2028
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	55	07/15/2023	07/14/2028
Fleet 3 Advanced Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	110	07/15/2023	07/14/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	15	07/15/2023	07/14/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	5	07/15/2023	07/14/2028
A la Carte	100537	INPUT-ACE DONGLE RENEWAL LICENSE	1	07/15/2023	07/14/2028
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	185	07/15/2023	07/14/2028

Services

Bundle	Item	Description	QTY
2021 Taser 7 Certification Bundle	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Taser 7 Certification Bundle	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Taser 7 Certification Bundle	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Taser 7 Certification Bundle	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Taser 7 Certification Bundle	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Taser 7 Certification Bundle	20120	TASER INSTRUCTOR COURSE VOUCHER	2
2021 Taser 7 Certification Bundle	20120	TASER INSTRUCTOR COURSE VOUCHER	2
2021 Taser 7 Certification Bundle	20120	TASER INSTRUCTOR COURSE VOUCHER	2

Services

Bundle	Item	Description	QTY
2021 Taser 7 Certification Bundle	20120	TASER INSTRUCTOR COURSE VOUCHER	2
2021 Taser 7 Certification Bundle	20120	TASER INSTRUCTOR COURSE VOUCHER	2
Fleet 3 Advanced	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	20
A la Carte	85144	AXON STARTER	1
A la Carte	85147	CEW STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	55	07/15/2023	07/14/2028
A la Carte	80379	EXT WARRANTY, AXON SIGNAL UNIT	55	07/15/2023	07/14/2028
2021 Taser 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	216	06/15/2024	07/14/2028
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	180	06/15/2024	07/14/2028
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	6	06/15/2024	07/14/2028
2021 Taser 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	06/15/2024	07/14/2028
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	24	06/15/2024	07/14/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	189	06/15/2024	07/14/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	6	06/15/2024	07/14/2028
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	20	06/15/2024	07/14/2028
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	20	06/15/2024	07/14/2028
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	55	06/15/2024	07/14/2028
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	06/15/2024	07/14/2028

Payment Details

Jun 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100537	INPUT-ACE DONGLE RENEWAL LICENSE	1	\$1,995.00	\$0.00	\$1,995.00
Year 1	100552	TRANSFER CREDIT - GOODS	1	(\$11,924.06)	\$0.00	(\$11,924.06)
Year 1	100552	TRANSFER CREDIT - GOODS	1	\$13,965.19	\$0.00	\$13,965.19
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$5,221.46	\$0.00	\$5,221.46
Year 1	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	55	\$9,900.00	\$0.00	\$9,900.00
Year 1	71210	FLEET DOOR TRIGGER HARDWARE, US	20	\$74.40	\$0.00	\$74.40
Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	185	\$53,280.00	\$0.00	\$53,280.00
Year 1	80379	EXT WARRANTY, AXON SIGNAL UNIT	55	\$765.60	\$0.00	\$765.60
Year 1	BasicLicense	Basic License Bundle	182	\$32,760.00	\$0.00	\$32,760.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	24	\$8,496.00	\$0.00	\$8,496.00
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	189	\$63,504.00	\$0.00	\$63,504.00
Year 1	Fleet3A	Fleet 3 Advanced	20	\$49,920.00	\$0.00	\$49,920.00
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	55	\$87,912.00	\$0.00	\$87,912.00
Year 1	ProLicense	Pro License Bundle	5	\$2,340.00	\$0.00	\$2,340.00
Year 1	T7Cert	2021 Taser 7 Certification Bundle	180	\$129,600.16	\$0.00	\$129,600.16
Year 1: Hardware and PSO	85144	AXON STARTER	1	\$4,125.00	\$0.00	\$4,125.00
Year 1: Hardware and PSO	85147	CEW STARTER	1	\$4,125.00	\$0.00	\$4,125.00
Year 1: Hardware and PSO	AB3C	AB3 Camera Bundle	181	\$0.00	\$0.00	\$0.00
Year 1: Hardware and PSO	AB3C	AB3 Camera Bundle	4	\$2,796.00	\$0.00	\$2,796.00
Year 1: Hardware and PSO	AB3MBD	AB3 Multi Bay Dock Bundle	23	\$0.00	\$0.00	\$0.00
Year 1: Hardware and PSO	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$1,538.90	\$0.00	\$1,538.90
Invoice Upon Fulfillment	Flex2C	Flex 2 Camera Bundle	4	\$0.00	\$0.00	\$0.00
Total				\$460,394.65	\$0.00	\$460,394.65

Jun 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100537	INPUT-ACE DONGLE RENEWAL LICENSE	1	\$1,995.00	\$0.00	\$1,995.00
Year 2	100552	TRANSFER CREDIT - GOODS	1	(\$11,924.07)	\$0.00	(\$11,924.07)
Year 2	100552	TRANSFER CREDIT - GOODS	1	\$13,965.20	\$0.00	\$13,965.20
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$5,221.45	\$0.00	\$5,221.45
Year 2	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	55	\$9,900.00	\$0.00	\$9,900.00
Year 2	71210	FLEET DOOR TRIGGER HARDWARE, US	20	\$74.40	\$0.00	\$74.40
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	185	\$53,280.00	\$0.00	\$53,280.00
Year 2	80379	EXT WARRANTY, AXON SIGNAL UNIT	55	\$765.60	\$0.00	\$765.60
Year 2	BasicLicense	Basic License Bundle	182	\$32,760.00	\$0.00	\$32,760.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	24	\$8,496.00	\$0.00	\$8,496.00
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	189	\$63,504.00	\$0.00	\$63,504.00
Year 2	Fleet3A	Fleet 3 Advanced	20	\$49,920.00	\$0.00	\$49,920.00
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	55	\$87,912.00	\$0.00	\$87,912.00
Year 2	ProLicense	Pro License Bundle	5	\$2,340.00	\$0.00	\$2,340.00
Year 2	T7Cert	2021 Taser 7 Certification Bundle	180	\$129,599.96	\$0.00	\$129,599.96
Total				\$447,809.54	\$0.00	\$447,809.54

Jun 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100537	INPUT-ACE DONGLE RENEWAL LICENSE	1	\$1,995.00	\$0.00	\$1,995.00
Year 3	100552	TRANSFER CREDIT - GOODS	1	(\$11,924.07)	\$0.00	(\$11,924.07)
Year 3	100552	TRANSFER CREDIT - GOODS	1	\$13,965.20	\$0.00	\$13,965.20
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$5,221.45	\$0.00	\$5,221.45
Year 3	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	55	\$9,900.00	\$0.00	\$9,900.00
Year 3	71210	FLEET DOOR TRIGGER HARDWARE, US	20	\$74.40	\$0.00	\$74.40
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	185	\$53,280.00	\$0.00	\$53,280.00
Year 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	55	\$765.60	\$0.00	\$765.60
Year 3	BasicLicense	Basic License Bundle	182	\$32,760.00	\$0.00	\$32,760.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	24	\$8,496.00	\$0.00	\$8,496.00
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	189	\$63,504.00	\$0.00	\$63,504.00
Year 3	Fleet3A	Fleet 3 Advanced	20	\$49,920.00	\$0.00	\$49,920.00
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	55	\$87,912.00	\$0.00	\$87,912.00
Year 3	ProLicense	Pro License Bundle	5	\$2,340.00	\$0.00	\$2,340.00
Year 3	T7Cert	2021 Taser 7 Certification Bundle	180	\$129,599.96	\$0.00	\$129,599.96
Total				\$447,809.54	\$0.00	\$447,809.54

Jun 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100537	INPUT-ACE DONGLE RENEWAL LICENSE	1	\$1,995.00	\$0.00	\$1,995.00
Year 4	100552	TRANSFER CREDIT - GOODS	1	(\$11,924.07)	\$0.00	(\$11,924.07)
Year 4	100552	TRANSFER CREDIT - GOODS	1	\$13,965.20	\$0.00	\$13,965.20
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$5,221.45	\$0.00	\$5,221.45
Year 4	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	55	\$9,900.00	\$0.00	\$9,900.00
Year 4	71210	FLEET DOOR TRIGGER HARDWARE, US	20	\$74.40	\$0.00	\$74.40
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	185	\$53,280.00	\$0.00	\$53,280.00
Year 4	80379	EXT WARRANTY, AXON SIGNAL UNIT	55	\$765.60	\$0.00	\$765.60
Year 4	BasicLicense	Basic License Bundle	182	\$32,760.00	\$0.00	\$32,760.00
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	24	\$8,496.00	\$0.00	\$8,496.00
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	189	\$63,504.00	\$0.00	\$63,504.00
Year 4	Fleet3A	Fleet 3 Advanced	20	\$49,920.00	\$0.00	\$49,920.00
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	55	\$87,912.00	\$0.00	\$87,912.00
Year 4	ProLicense	Pro License Bundle	5	\$2,340.00	\$0.00	\$2,340.00
Year 4	T7Cert	2021 Taser 7 Certification Bundle	180	\$129,599.96	\$0.00	\$129,599.96
Total				\$447,809.54	\$0.00	\$447,809.54

Jun 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100537	INPUT-ACE DONGLE RENEWAL LICENSE	1	\$1,995.00	\$0.00	\$1,995.00
Year 5	100552	TRANSFER CREDIT - GOODS	1	(\$11,924.07)	\$0.00	(\$11,924.07)
Year 5	100552	TRANSFER CREDIT - GOODS	1	\$13,965.20	\$0.00	\$13,965.20
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$5,221.45	\$0.00	\$5,221.45
Year 5	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	55	\$9,900.00	\$0.00	\$9,900.00
Year 5	71210	FLEET DOOR TRIGGER HARDWARE, US	20	\$74.40	\$0.00	\$74.40

Jun 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	185	\$53,280.00	\$0.00	\$53,280.00
Year 5	80379	EXT WARRANTY, AXON SIGNAL UNIT	55	\$765.60	\$0.00	\$765.60
Year 5	BasicLicense	Basic License Bundle	182	\$32,760.00	\$0.00	\$32,760.00
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	24	\$8,496.00	\$0.00	\$8,496.00
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	189	\$63,504.00	\$0.00	\$63,504.00
Year 5	Fleet3A	Fleet 3 Advanced	20	\$49,920.00	\$0.00	\$49,920.00
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	55	\$87,912.00	\$0.00	\$87,912.00
Year 5	ProLicense	Pro License Bundle	5	\$2,340.00	\$0.00	\$2,340.00
Year 5	T7Cert	2021 Taser 7 Certification Bundle	180	\$129,599.96	\$0.00	\$129,599.96
Total				\$447,809.54	\$0.00	\$447,809.54

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00017416 (originated via Q-153365) and is renewing that contract upon the new license start date (7/15/2023) of this quote.

Agency has existing contract #00067755 (originated via Q-336409) and is terminating that contract upon the new license start date (7/15/2023) of this quote.

The parties agree that Axon is charging a debit of \$26,107.26 for delivered, but unpaid services. This debit is based on a ship date range of 6/15/2023-6/30/2023, resulting in a 7/15/2023 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

The parties agree that Axon is charging a debit of \$10,205.65 for delivered but unpaid hardware. This debit is based on a ship date range of 6/15/2023-6/30/2023, resulting in a 7/15/2023 license date. Any change in this date and resulting license start date will result in modification of this debit value which may result in additional fees due to or from Axon.

This credit and debit is contingent upon agency payment of any outstanding invoices including but not limited to INUS105188.

Signature

Date Signed

12/5/2022



ATTENTION

This order may qualify for freight shipping, please fill out the following information.

Who is the receiving contact and what is the contact phone number for this shipment?	
What are the receiving hours of operation?	
Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	
Do you have a forklift and/or pallet jack to transport pallets into your facility?	
Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?	

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Norwalk Police Department - CT the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

AGENDANOVEMBER 10TH 2022CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:BILL No & AMOUNT REFUNDEDREASON**MOTOR VEHICLE**

ACAR LEASING LTD	20-MV-300249 \$724.56	PRORATION
ACAR LEASING LTD	21-MV-SEE BACK UP \$2,717.65	PRORATION
ACAR LEASING LTD	21-MV-300364 \$277.80	PRORATION
ACAR LEASING LTD	20-MV-300777 \$241.54	PRORATION
ARBIETO-CORTEZ WILFREDO	21-MV-302905 \$59.29	PRORATION
BELIVEAU PRENA	21-MV-305200 \$13.68	PRORATION
BRENNAN TIMOTHY PATRICK	21-MV-307182 \$78.06	PRORATION
CADE JOHN B	21-MV-309026 \$17.97	PRORATION
CARIAS YONI E LLC	21-MV-309992 \$97.80	PRORATION
CARNEY TARA ERIN	21-MV-310084 \$35.76	PRORATION
CCAP AUTO LEASE LTD	21-MV-311159 \$503.31	PRORATION
CCAP AUTO LEASE LTD	21-MV-311092 \$699.52	PRORATION
	21-MV-311199 \$319.75	PRORATION
	21-MV-311318 \$250.53	PRORATION
CCAP AUTO LEASE LTD	21-MV-311104 \$305.56	PRORATION
	21-MV-311363 \$505.05	PRORATION
CEJA MARIA C	21-MV-311535 \$65.08	PRORATION
CHAUVIN DEBRA LYNN	21-MV-312006 \$63.25	PRORATION
CODY JESSICA L	21-MV-313062 \$145.96	PRORATION
CORBO CHARLES ROBERT	21-MV-314055 \$31.17	PRORATION
CUBITO COREY JOSEPH	21-MV-315074 \$727.25	PRORATION
DAIMLER TRUST	21-MV-315546 \$704.34	PRORATION
	21-MV-315560 \$498.29	PRORATION
	21-MV-315587 \$531.83	PRORATION

AGENDA**NOVEMBER 10TH 2022****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
DALEY KEVIN FRANCIS	21-MV-315728 \$23.10	PRORATION
	21-MV-315727 \$47.50	PRORATION
DELLINGER RICHARD NICHOLAS	21-MV-316925 \$23.43	PRORATION
DIFFIN MARIANNE INES	21-MV-317881 \$548.56	PRORATION
EL FAR IBRAHIM KHALIL	21-MV-320030 \$371.51	PRORATION
FAHED-JARAMANI FAHED	21-MV-321133 \$16.42	PRORATION
FINANCIAL SER VEH TRUST	21-MV-322107 \$52.25	PRORATION
FINANCIAL SER VEH TRUST	21-MV-322022 \$272.19	PRORATION
	21-MV-322272 \$819.50	PRORATION
	21-MV-322090 \$267.92	PRORATION
FINANCIAL SER VEH TRUST	21-MV-322492 \$67.97	PRORATION
FINANCIAL SER VEH TRUST	21-MV-322167 \$548.07	PRORATION
	21-MV-322297 \$259.67	PRORATION
FINANCIAL SER VEH TRUST	21-MV-322439 \$135.31	PRORATION
FINANCIAL SER VEH TRUST	21-MV-322416 \$281.42	PRORATION
GIRALDO MARINO	21-MV-325345 \$11.85	PRORATION
GOMES EDIR ANTONIO	21-MV-326263 \$66.78	PRORATION
	21-MV-326264 \$148.20	PRORATION
GOTLIN ANDREW DAVID	21-MV-326910 \$62.49	PRORATION
HIGGINS JAMES JOHN	21-MV-329896 \$76.39	PRORATION
HONDA LEASE TRUST	21-MV-330950 \$42.38	PRORATION
HONDA LEASE TRUST	21-MV-330383 \$561.78	PRORATION
	21-MV-330450 \$42.84	PRORATION
	21-MV-331286 \$521.60	PRORATION
HONDA LEASE TRUST	21-MV-331163 \$130.64	PRORATION

AGENDA

NOVEMBER 10TH 2022

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
HONDA LEASE TRUST	21-MV-330401 \$162.11	PRORATION
	21-MV-330822 \$229.02	PRORATION
HONDA LEASE TRUST	21-MV-330902 \$217.69	PRORATION
	21-MV-330926 \$379.10	PRORATION
	21-MV-331331 \$53.62	PRORATION
HYUNDAI LEASE TITLING TRUST	21-MV-332101 \$479.16	PRORATION
HYUNDAI LEASE TITLING TRUST	21-MV-SEE ATTACHED \$3,183.55	PRORATION
IMHOFF JOHN W JR	21-MV-332613 \$52.52	PRORATION
JAVIER'S LANDSCAPING LLC	21-MV-332421 \$103.92	PRORATION
	21-MV-333383 \$39.46	PRORATION
JENSEN JOSEPH ANDREW	21-MV-333616 \$211.69	PRORATION
	21-MV-333617 \$334.53	PRORATION
JENSEN JOSEPH	21-MV-333619 \$172.36	PRORATION
JONES MICHELLE	21-MV-333084 \$102.92	PRORATION
JORDAN'S CARPENTRY & SERV LLC	21-MV-334169 \$14.60	PRORATION
JP MORGAN CHASE BANK	21-MV-334370 \$425.84	PRORATION
	21-MV-334503 \$418.28	PRORATION
	21-MV-334660 \$365.48	PRORATION
	21-MV-335008 \$176.99	PRORATION
JP MORGAN CHASE BANK	21-MV-334820 \$49.76	PRORATION
	21-MV-335047 \$558.27	PRORATION
	21-MV-335119 \$490.89	PRORATION
	21-MV-335146 \$365.88	PRORATION
	21-MV-335154 \$49.66	PRORATION

AGENDA**NOVEMBER 10TH 2022****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
JP MORGAN CHASE BANK	21-MV-332613 \$495.30	PRORATION
	21-MV-334801 \$478.33	PRORATION
	21-MV-334995 \$177.02	PRORATION
JP MORGAN CHASE BANK	21-MV-335342 \$595.99	PRORATION
	21-MV-408446 \$475.07	PRORATION
JP MORGAN CHASE BANK	21-MV-333444 \$356.55	PRORATION
JP MORGAN CHASE BANK	21-MV-334711 \$495.30	PRORATION
	21-MV-334886 \$95.03	PRORATION
KELLEY PAMELA A	21-MV-335924 \$52.40	PRORATION
KENNY JOHN F	21-MV-336041 \$825.78	PRORATION
KINLOCK ALBERT W	21-MV-336432 \$20.41	PRORATION
LAMETTA & SONS CONSTRUCTION INC	21-MV-337800 \$51.70	PRORATION
LEBLANC JENNIFER A	21-MV-338583 \$256.04	PRORATION
LUCERO-OLIVARES MANUEL ANTONIO	21-MV-340364 \$15.78	PRORATION
MCGONIGLE LAWRENCE J	21-MV-343421 \$12.09	PRORATION
MCINTYRE LEE JOSEPH	21-MV-343515 \$46.75	PRORATION
MORALES MARIA C	21-MV-346056 \$15.24	PRORATION
MORA-QUESADA KEMBERY MAILID	21-MV-345973 \$109.27	PRORATION
MR. FIX IT HANDYMAN SERVICES INC	21-MV-346598 \$17.70	PRORATION
NISSAN INFINITI LLC	21-MV-348436 \$307.44	PRORATION
	21-MV-348682 \$421.93	PRORATION
	21-MV-348733 \$175.61	PRORATION
NISSAN INFINITI LT LLC	21-MV-348039 \$99.11	PRORATION
	21-MV-348149 \$382.66	PRORATION
	21-MV-348491 \$437.87	PRORATION
	21-MV-348737 \$176.32	PRORATION

AGENDA**NOVEMBER 10TH 2022****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
NISSAN INFINITI LT LLC	21-MV-348182 \$439.27	PRORATION
	21-MV-348226 \$303.91	PRORATION
	21-MV-348251 \$306.92	PRORATION
	21-MV-348252 \$270.27	PRORATION
	21-MV-348311 \$465.90	PRORATION
PARISI GETINICH NOELLE M	21-MV-351288 \$24.52	PRORATION
PIERRE DOMENICA D	21-MV-352924 \$13.10	PRORATION
RICHARDSON SADIE MAE	21-MV-355793 \$130.55	PRORATION
RIVAS-EVANS JOSE DANIEL	21-MV-356065 \$87.54	PRORATION
RIVERA ORLANDO	21-MV-356211 \$47.68	PRORATION
RIVERA VERONICA G	21-MV-356231 \$48.75	PRORATION
	21-MV-356230 \$87.44	PRORATION
	21-MV-356232 \$83.73	PRORATION
ROONEY BRIAN P	21-MV-357371 \$78.51	PRORATION
ROWLEY DAVID G	21-MV-357772 \$54.33	PRORATION
SCHNEIDER JEANETTE MARIE	21-MV-359818 \$36.41	PRORATION
SOLANO DOMINICK	21-MV-362090 \$49.78	PRORATION
SUASNAVAS FANNY P	21-MV-363416 \$25.05	PRORATION
TELO STEVENSON	21-MV-364493 \$105.75	PRORATION
TOYOTA LEASE TRUST	21-MV-365965 \$537.34	PRORATION
	21-MV-366222 \$483.54	PRORATION
TOYOTA LEASE TRUST	21-MV-366102 \$802.56	PRORATION
TOYOTA LEASE TRUST	21-MV-366500 \$513.52	PRORATION
TOYOTA LEASE TRUST	21-MV-366225 \$314.18	PRORATION
TOYOTA LEASE TRUST	21-MV-366117 \$544.26	PRORATION
TOWN COUNTRY DOOR	21-MV-365794 \$11.12	PRORATION

AGENDA**NOVEMBER 10TH 2022****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
USB LEASING LT	21-MV-367875 \$47.08	PRORATION
VALDEZ-MORILLO DALFO AMAURIS	21-MV-366497 \$83.09	PRORATION
VAULT TRUST	20-21-MV-SEE ATTACHED \$5,366.38	PRORATION
VAULT TRUST	21-MV-368858 \$329.50	PRORATION
	21-MV-368866 \$569.83	PRORATION
	21-MV-368870 \$604.31	PRORATION
	21-MV-368925 \$315.94	PRORATION
VAULT TRUST	21-MV-368840 \$64.45	PRORATION
	21-MV-368884 \$78.55	PRORATION
VAULT TRUST	20-MV-416355 \$508.59	PRORATION
	21-MV-368989 \$678.10	PRORATION
VCFS AUTO LEASING CO	21-MV-SEE BACK UP \$7,836.83	PRORATION
VCFS AUTO LEASING CO	21-MV-369268 \$485.18	PRORATION
VCFS AUTO LEASING CO	21-MV-369165 \$462.80	PRORATION
VEGA ANDRES	21-MV-369319 \$419.01	PRORATION
VENEGAS DIANA	21-MV-369598 \$220.82	PRORATION
VICENZI RICHARD M	21-MV-373696 \$12.34	PRORATION
VICENZI RICHARD M	21-MV-373699 \$19.95	PRORATION
VW CREDIT LEASING LTD	21-MV-370692 \$722.98	PRORATION
VW CREDIT LEASING LTD	21-MV-SEE BACK UP \$2,631.30	PRORATION
WALSH DAVID T	21-MV-371005 \$16.06	PRORATION
YANKEE AUTO MANAGEMENT LLC	21-MV-372764 \$1,002.85	PRORATION
ZDANOWICZ PAULINA	21-MV-373264 \$13.22	PRORATION

AGENDA

NOVEMBER 10TH 2022

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:

BILL No & AMOUNT REFUNDED

REASON

REAL ESTATE

DIANA MICHAEL &

DIANA ALEXANDRA

66 MURRAY ST

5-19-200-0

20-RE-123107 \$183.50

SEW CODE CHG

KANTZAS ANTHONY S &

OSUCH LAUREN E

24 LAUREL ST

3-12-14-0

19-RE-113721 \$358.98

20-RE-113693 \$718.32

CERT OF CORR

KANTZAS NICHOLAS

24 LAUREL ST

3-12-14-0

19-RE-113721 \$358.98

CERT OF CORR

ROSSETTI LOIS

66 MURRAY ST

5-19-200-0

19-RE-123120 \$367.00

20-RE-123107 \$183.50

SEW CODE CHG

THOMAS LEONARD A JR

7 BETTSWOOD RD

1-71-114-0

20-RE-125504 \$4,203.41

PAID WRONG PAR

AGENDA

NOVEMBER 10TH 2022

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:

BILL No & AMOUNT REFUNDED

REASON

PERSONAL PROPERTY

CHEP USA	21-PP-200595 \$179.36	REMOVE PENALTY
LA ESQUINA DELI & GROCERY	21-PP-201661 \$38.80	
LIALOS MINAS MD	20-PP-201166 \$950.42	EQUIP DONATED

ACAR LEASING LTD

BILL #	PLATE #	VIN#	AMOUNT
20-300707	C152471	1GCUKREC8JF164128	\$ 139.17
21-300640	C152471	1GCUKREC8JF164128	\$ 896.80
21-300321	AR68093	3GNAXUEVXKL196019	\$ 423.49
21-300419	AU93742	1GCGTDEN7K1307518	\$ 138.81
21-300627	AS09947	3GKALVEX0KL237466	\$ 173.97
21-300661	AW48160	1GNEVGKW9LJ167092	\$ 689.28
21-300730	AS76695	3GNCJNSB8KL221882	\$ 256.13
TOTAL			\$ 2,717.65

HYUNDAI LEASE TITLING TRUST

BILL #	PLATE #	VIN#	AMOUNT
21-331974	AT52573	KMHTH6AB4KU011468	\$ 295.93
21-331995	AP92463	KNDPMCAC6K7501661	\$ 348.51
21-332040	AP73280	5XYPGDA32KG451406	\$ 508.98
21-332042	AR55964	5XYPHDA59KG465401	\$ 671.80
21-332089	BC48156	KM8K53AG9MU099533	\$ 968.24
21-332212	AP93811	KNDPNCAC0K7529811	\$ 345.34
21-332365	AT52560	KM8K6CAA4KU325113	\$ 44.75
TOTAL			\$ 3,183.55

VAULT TRUST

BILL #	PLATE #	VIN#	AMOUNT
20-367104	AL01654	1C4RJFCG0HC865660	\$ 514.65
20-367130	AP50374	1C4PJMDN6KD271066	\$ 148.38
20-367245	460LEO	ZASFAKBN2J7B78004	\$ 50.94
21-368820	460LEO	ZASFAKBN2J7B78004	\$ 640.36
20-367247	AN27545	1C4PJMDX8KD126659	\$ 192.28
20-367258	AN35058	ZARFAEEN2J7578950	\$ 366.79
20-367313	AK01028	1C6RR7LG5HS611020	\$ 588.65
20-416379	AP20248	3C4NJDBB4JT315607	\$ 137.77
21-368780	AR98448	3C4NJDBB5KT598598	\$ 425.48
21-368829	AR98309	2C4RC1GG7KR576992	\$ 616.62
21-368836	AS64807	1C4PJMDX6KD245990	\$ 219.45
21-368838	AS01092	ZASPAKBN0K7C43535	\$ 714.33
21-368852	AU73028	1C4PJMDX2LD515640	\$ 240.39
21-368856	AR90581	ZASFAKBN1J7C28326	\$ 480.29
TOTAL			\$ 5,336.38

VCFS AUTO LEASING CO

BILL #	PLATE #	VIN#	AMOUNT
21-369102	BD70791	YV4162UK1N2655903	\$ 384.95
21-369127	AS01701	YV4102PK5K1437672	\$ 643.34
21-369153	AW49802	YV4102RK9L1477400	\$ 393.55
21-369158	AS65318	7JRA22TM2KG006774	\$ 397.51
21-369164	AW87318	YV4A22RK3K1390732	\$ 694.19
21-369212	AT28859	YV4102PK0K1479635	\$ 482.26
21-369224	AT64809	YV4162UM3K2122299	\$ 282.49
21-369250	AP78718	YV4102PKXJ1377676	\$ 718.59
21-369254	AP78741	YV4162UM5L2248651	\$ 527.51
21-369255	AR94660	YV4162UM2K2098318	\$ 424.16
21-369266	BD31518	YV4BR0CL3M1769271	\$ 620.31
21-369272	BD31509	YV4A22PKXM1771032	\$ 607.30
21-369277	AS01719	LYVA22RL1KB219854	\$ 808.32
21-369280	AD23535	YV4102PM7K1421975	\$ 601.48
21-369288	AU08801	7JRA22TK5KG009490	\$ 250.87

TOTAL**\$ 7,836.83**

VW CREDIT LEASING LTD

BILL #	PLATE	VIN	AMOUNT
21-370329	455ELN	WA1BNAFY4K2032304	\$ 222.59
21-370351	AT55619	WA1ANAFY7K2046676	\$ 129.12
21-370383	AN62463	3VV2B7AX8JM137775	\$ 92.43
21-370474	AY22237	WAUB4AF48LA055580	\$ 296.99
21-370532	AR76816	WA1EVAF1XKD006570	\$ 1,245.34
21-370558	820ZPK	1VWLA7A34KC001792	\$ 152.70
21-370582	AG02012	1VWLA7A34KC001792	\$ 222.59
21-370610	AY73431	WAUDNAF40LA073528	\$ 197.15
21-370785	BD61008	WAUDAAF47MN015390	\$ 72.39
TOTAL			\$ 2,631.30

AGENDA

DECEMBER 8TH 2022

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
ABADILLO-SIAN DORIS ISABEL	20-MV-300154 \$98.53	PRORATION
ACAR LEASING LTD	21-MV-300565 \$381.97	PRORATION
	21-MV-300499 \$638.74	PRORATION
ACAR LEASING LTD	21-MV-300250 \$653.76	PRORATION
ACAR LEASING LTD	21-MV-300704 \$141.15	PRORATION
ANDERSON ROBERT A	21-MV-302366 \$145.76	PRORATION
ANGRAND KETNEL	21-MV-302577 \$75.96	PRORATION
BENNETT JACK E	21-MV-305478 \$297.51	PRORATION
BRITO OMAR J	21-MV-307304 \$97.86	PRORATION
BRONCATI ELIZABETH MARGARET	20-MV-307323 \$16.55	PRORATION
	21-MV-307385 \$219.67	PRORATION
DAIMLER TRUST	21-MV-315548 \$720.51	PRORATION
DAVIS KIMBERLEY MARIE	21-MV-316578 \$155.57	PRORATION
DIES MARY K	21-MV-317848 \$45.00	PRORATION
DUFF CHRISTOPHER	21-MV-318930 \$315.34	PRORATION
ED'S GARAGE DOORS LTD	21-MV-319883 \$40.07	PRORATION
ED'S GARAGE DOORS LTD	21-MV-319841 \$17.33	PRORATION
ELY BRIAN DAVID	19-MV-320625 \$22.20	PRORATION
	20-MV-319820 \$22.26	PRORATION
E-Z WAY TRANSPORTATION LLC	21-MV-319280 \$349.12	PRORATION
FINANCIAL SER VEH TRUST	21-MV-322111 \$781.72	PRORATION
	21-MV-322129 \$281.42	PRORATION
	21-MV-322189 \$343.91	PRORATION
FINANCIAL SER VEH TRUST	21-MV-SEE ATTACHED \$9,809.34	PRORATION

FINANCIAL SER VEH TRUST

BILL #	PLATE #	VIN#	AMOUNT
21-322206	AR43152	WBA8B7C56JA585480	\$ 281.57
21-322209	AS94991	WBS8M9C57J5L71530	\$ 636.61
21-322224	AS29396	5UXTR9C57KLE13602	\$ 633.83
21-322227	AA81712	WBXHT3C38J5K23623	\$ 592.59
21-322240	AR43177	5UXCR6C53KLK82339	\$ 943.72
21-322266	AT57087	5UXTR9C50KLE21704	\$ 422.54
21-322276	AJ12105	WBA2J3C09L7F62056	\$ 728.99
21-322279	321ZRV	5UXCR6C54KLL02632	\$ 419.02
21-322280	AR43247	WBXHT3C3XJ3F03896	\$ 431.02
21-322342	AF27305	WBA4J3C58KBL08481	\$ 267.92
21-322363	AS41109	WBA8Z9C57KB220759	\$ 504.50
21-322424	987YNJ	3MW5R7J08L8B26486	\$ 584.30
21-322441	AT62628	WMZYT3C59K3E96049	\$ 500.66
21-322465	AS82924	5UXJU2C57KLN65079	\$ 758.17
21-322490	AU20773	WBA5R7C58KAJ80642	\$ 272.71
21-322499	AS82937	5UXTR9C59KLP89277	\$ 422.54
21-322517	AV19540	WMZYX1C04L3L16844	\$ 538.08
21-322521	AL93112	5UXTY9C08M9G20880	\$ 870.57
			\$ 9,809.34

AGENDA

DECEMBER 8TH 2022

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
FLAHERTY TIMOTHY MICHAEL	21-MV-322283 \$125.03	PRORATION
	21-MV-322719 \$131.10	PRORATION
FRYZ MYKOLA	20-MV-323255 \$69.31	PRORATION
FULTZ GARRETT PATRICK	20-MV-405630 \$45.12	PRORATION
	21-MV-323886 \$209.49	PRORATION
GANDARA-PULIDA JAVIER E	21-MV-324341 \$198.25	PRORATION
HALL JONATHAN D	21-MV-328370 \$25.80	PRORATION
HONDA LEASE TRUST	21-MV-330940 \$306.44	PRORATION
HONDA LEASE TRUST	21-MV-330371 \$343.36	PRORATION
	21-MV-331016 \$592.10	PRORATION
HYUNDAI LEASE	21-MV-332192 \$79.52	PRORATION
HYUNDAI LEASE	21-MV-332201 \$68.64	PRORATION
HYUNDAI LEASE	21-MV-332085 \$484.03	PRORATION
	21-MV-332297 \$382.66	PRORATION
JARVIS TIMOTHY E	20-MV-332406 \$34.70	PRORATION
JP MORGAN CHASE BANK NA	21-MV-334665 \$223.72	PRORATION
JP MORGAN CHASE BANK NA	21-MV-334331 \$473.34	PRORATION
	21-MV-334503 \$46.28	PRORATION
	21-MV-334927 \$491.22	PRORATION
	21-MV-334955 \$418.10	PRORATION
JP MORGAN CHASE BANK NA	21-MV-334435 \$405.09	PRORATION
	21-MV-334437 \$399.03	PRORATION
	21-MV-334845 \$49.66	PRORATION
KNETTEL KAREN	21-MV-336630 \$338.80	PRORATION

AGENDA**DECEMBER 8TH 2022****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
KRIEGER BEVERLY M	21-MV-337126 \$47.68	PRORATION
KRIEGER KENNETH BARRY	21-MV-331734 \$20.26	PRORATION
LARGE JENNIFER A	21-MV-338123 \$102.92	PRORATION
LARGE THOMAS	21-MV-338124 \$79.98	PRORATION
	21-MV-338125 \$97.55	PRORATION
LEVINSON JOANNE E	20-MV-409334 \$25.93	PRORATION
LISEE JOHN L & THERESA	21-MV-339440 \$136.07	PRORATION
	21-MV-339441 \$145.05	PRORATION
LULE KEVIN M	21-MV-339488 \$44.56	PRORATION
MARGINEAN RARES AUGUSTIN	21-MV-341797 \$159.95	PRORATION
	21-MV-341796 \$262.33	PRORATION
MARIN LUCIO	21-MV-341840 \$79.58	PRORATION
MAXE-LOPEZ RAUL	21-MV-342885 \$216.62	PRORATION
MCCABE BARBARA ANN	21-MV-342885 \$23.59	PRORATION
MICHAEL-GORSKI LINDSAY A	21-MV-344621 \$163.92	PRORATION
NACKLEY DAVID MITHCELL	21-MV-347205 \$45.33	PRORATION
NISSAN INFINITI LT LLC	21-MV-348423 \$460.14	PRORATION
NISSAN INFINITI LT	21-MV-348161 \$460.14	PRORATION
OPREA EUSEBIE C	21-MV-349931 \$94.39	PRORATION
SEGALLA KEVIN	21-MV-360218 \$132.05	PRORATION
SEGALLA MICHELLE MOHLER	21-MV-360220 \$71.32	PRORATION
SINGH BAKHSHISH	21-MV-361460 \$30.62	PRORATION
SLOVIN FAMILY CHIROPRACTIC CENTER	21-MV-361690 \$16.57	PRORATION
THE ODD JOB CO INC	21-MV-364738 \$122.57	PRORATION

AGENDA**DECEMBER 8TH 2022****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
THY ROSETTE PM	21-MV-365066 \$26.11	PRORATION
TOYOTA LEASE TRUST	21-MV-366355 \$790.59	PRORATION
	21-MV-366356 \$723.77	PRORATION
TOYOTA LEASE TRUST	20-MV-364709 \$267.53	PRORATION
	20-MV-364903 \$428.67	PRORATION
TOYOTA LEASE TRUST	21-MV-365907 \$280.88	PRORATION
	21-MV-366548 \$576.84	PRORATION
	21-MV-366746 \$286.64	PRORATION
TOYOTA MOTOR CREDIT CORP	21-MV-366264 \$708.94	PRORATION
	21-MV-366830 \$353.96	PRORATION
USB LEASING LTD	21-MV-367831 \$629.81	PRORATION
VAULT TRUST	19-MV-411510 \$120.08	PRORATION
	20-MV-367206 \$163.79	PRORATION
	21-MV-368918 \$182.81	PRORATION
VAULT TRUST	20-MV-367128 \$164.89	PRORATION
	20-MV-367337 \$637.16	PRORATION
	20-MV-367346 \$706.47	PRORATION
VCFS AUTO LEASING CO	21-MV-416490 \$798.17	PRORATION
VCFS AUTO LEASING CO	21-MV-369283 \$865.39	PRORATION
VW CREDIT LEASING LTD	21-MV-370371 \$304.31	PRORATION
VW CREDIT LEASING LTD	21-MV-370566 \$283.49	PRORATION
	21-MV-370739 \$192.74	PRORATION
WILLIAMS CHRISTINE	21-MV-371977 \$15.99	PRORATION
WOODMAN CLARE ELIZABETH	21-MV-370759 \$11.25	PRORATION

AGENDA

DECEMBER 8TH 2022

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:

BILL No & AMOUNT REFUNDED

REASON

WOOTEN STEVE M	21-MV-372574	\$75.96	PRORATION
ZHANGALLIMBAY-MEJIA WILSON M	21-MV-373415	\$81.14	PRORATION
ZULLO LORENZO P JR	21-MV-373534	\$13.13	PRORATION

REAL ESTATE

CORELOGIC TAX SERVICE

5 RENZULLI RD

5-8-38-0	21-RE-126298	\$942.88	OVER PYMT
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GOMEZ LAURA CAROLINA BIDO

218 WOLFPIT AVE

5-18-21-0	21-RE-110887	\$764.00	CORR SEWER
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MARINI ALEX &

MARINI KATHY

68 MYRTLE ST

3-17-45A-0	21-RE-116782	\$46.35	BAL VET EXMP
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PERSONAL PROPERTY

DUNCAN GARDENING & LANDSCAPING	21-PP-200941	\$519.84	BUSINESS MOVED
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FLIK INTERNATIONAL CORP	21-PP-201166	\$614.91	NOT LOCATED IN NWLK
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CITY OF NORWALK, DEPARTMENT OF FINANCE
Tax Collector's Office

P: 203-854-7731 / F: 203-854-7770

125 East Avenue Room 105
Norwalk, Connecticut 06851
www.norwalkct.org

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: Monday, December 5, 2022
Re: **Narrative for November 2022 Tax Collector's Report**

There was no Finance and Claims Committee meeting in November 2022 and no narrative was submitted (for October 2022).

As of the end of November, 2022, having concluded the first five months of the fiscal year, we had collected in excess of \$199 million against our \$361 million adjusted levy, or **55.24%**. We also collected **51.5%** of our sewer use levy, more than \$9 million, and **78.87%** of the Industrial Pretreatment Program (IPP) fee billing on behalf of the WPCA. Compared with the prior fiscal year (November, 2021) we are slightly ahead relative to taxes (0.42%), sewer use (0.06%); and behind with the IPP fee (-3.59%).

With regard to prior years' collections, through the end of November 2022, we show a net collection of only \$611,000 since July 1, 2022. This amount is more than \$2.6 million less than what we collected during the first five months of the prior fiscal year. This number is *net* of court stipulated tax credits and other adjustments beyond our control, which have eroded our prior years' collections during this fiscal year. Some variance between last year and this year is also to be expected, since we held a tax sale in October 2021, and there was more robust payment activity involved with the tax sale. However, just since last month's report, you can see the erosion in prior years' collections, a portion of which has been transferred to current bills in the form of credits. You can also see the erosion of the current tax levy, now down more than \$8 million since the beginning of this fiscal year ("change in levy" at the top of the page, near right).

With the assistance of the IT Division, we implemented an upgrade to the Munis property tax software system over the Columbus Day weekend in early October. This was necessary, as the prior version of the software will no longer be supported by the vendor. This upgrade should be distinguished from a separate endeavor, namely our conversion to a new software system that is scheduled to occur in March and April 2023. That conversion involves only the assessment and collection divisions and does not affect other city departments that will continue to use the Munis / Tyler Technology financial and other systems.

The upgrade did not go as well as we had hoped and the current version of the assessment and collection software we are using has significant issues. We have been holding weekly online meetings with the vendor trying to iron these out. The CFO has reached out to higher level decisionmakers at the vendor in an effort to obtain better customer service and response for us. Due to changes in the format of reports in the upgraded system, we were not able to timely close the month of October and had similar issues with November. We are experiencing other problems as well, including the system running very slowly, and many functions taking significantly longer than expected.

November is the time when we usually run the files for the second installment billing. I gave a detailed timeline for this in my September 2022 narrative report. Unfortunately, again in part due to the software upgrade, that schedule will not be achievable. My division relies on the Assessor's office for data that we use for our billing, but for various reasons they were not able to provide that data according to the usual timeline. We are hoping to

make a decision this week whether to proceed at this time *without* the supplemental motor vehicle billing, and to bill that separately, later. Supplemental motor vehicle taxes are for newly registered vehicles that are added to the tax rolls subsequent to the “grand list” date of October 1, 2021 - first time registration, not registration renewed. Those vehicles need to be priced in some cases, and there is other work involved to prevent duplicate billing. Normally, all these bills would have already been at the printer, and bills would be in the mail by December 10 – 12. Moving forward with second installment bills at this time without the supplemental motor vehicle bills would allow us to have at least the bulk of our bills in the mail before the Christmas holiday. Our schedule has been further compromised because the data export functions in the upgraded software are not working as they should, and we are relying on the vendor to fix these problems before we can do anything.

We are also trying to prepare for our new assessment and collection software conversion in March 2023 (again, not to be confused with the current *upgrade* to the existing software). Looking ahead to that time, we will hope to get delinquent notices in the mail in early to mid-February 2023, and file our lien continuing certificates by the first week of March 2023, in advance of the software conversion later that month. My division has been having weekly and / or twice weekly online meetings with the new vendor to work on data conversion and programming in this new system. These meetings have been productive, and we are making good progress.

All of this has been very time consuming. Time spent dealing with the current vendor and system problems, and time spent with the new vendor on trying to set up for the new system, have taken senior staff away from regular duties that are usually performed at this time of year. Additionally, our division remains short staffed due to two vacancies out of our eight person staff. We expect to fill those vacancies but have not been able to move forward with recruiting due to these other more pressing issues.

We have made progress working with and providing data to the collection agency that the Common Council approved earlier this year. That agency will be billing, on our behalf, for suspended motor vehicle accounts for which the city has no valid address. In some cases, individuals will now be contacted about bills going back as far as 15 years, the amount of time property tax bills are collectible in Connecticut. In many cases, the taxpayers might have no idea they owed these bills. Understandably, these types of mailings generate many questions. My division will ensure that other departments, including the Assessor’s Office, the Mayor’s Office, and Customer Service, are aware of this mailing before it happens so they will be better able to respond. As of this writing, it is expected that mailing will occur within the next week to ten days. The Assessor’s office will be responsible for reviewing information from taxpayers who claim they are being improperly billed for vehicles. If a taxpayer is able to prove that the billing is incorrect, and if that information is submitted within the time allowed by state law, the Assessor may remove the bill from the tax rolls; however, if too much time has passed, the Assessor is not able to make adjustments beyond a complete removal of the bill. This responsibility rests with the office of the Assessor, not the tax collector or the collection agency, and the assessors are required to follow the parameters set by state law.

I am prepared to respond to questions and will continue to keep all stakeholders informed of our progress.

**TAX COLLECTOR'S REPORT
OCTOBER 2022**

FISCAL YEAR 2022-2023 (2021 GRAND LIST)	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 22 - OCT 22	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$27,605,498.25	\$23,413,244.38	84.81%	\$27,262,575.65	(\$342,922.60)	85.88%
PERSONAL PROPERTY	\$26,217,238.98	\$12,166,076.98	46.40%	\$21,819,922.75	(\$4,397,316.23)	55.76%
REAL ESTATE	\$315,360,461.09	\$161,000,525.22	51.05%	\$313,290,250.79	(\$2,070,210.30)	51.39%
TOTAL TAX	\$369,183,198.32	\$196,579,846.58	53.25%	\$362,372,749.19	(\$6,810,449.13)	54.25%
SEWER USE	\$17,981,973.00	\$8,979,885.13	49.94%	\$17,608,217.56	(\$373,755.44)	51.00%
IPP FEE	\$190,750.00	\$148,883.64	78.05%	\$193,000.00	\$2,250.00	77.14%

FISCAL YEAR 2021-2022 (2020 GRAND LIST)	ORIGINAL LEVY	JUN 21 - OCT 21				
AUTOMOBILE-REGULAR	\$21,672,160.18	\$18,949,816.64	87.44%	\$21,396,973.17	(\$275,187.01)	88.56%
PERSONAL PROPERTY	\$22,966,731.64	\$12,218,879.45	53.20%	\$23,004,764.00	\$38,032.36	53.11%
REAL ESTATE	\$308,716,745.40	\$159,111,142.73	51.54%	\$305,124,965.32	(\$3,591,780.08)	52.15%
TOTAL TAX	\$353,355,637.22	\$190,279,838.82	53.85%	\$349,526,702.49	(\$3,828,934.73)	54.44%
SEWER USE	\$16,488,685.00	\$8,383,254.57	50.84%	\$16,361,945.00	(\$126,740.00)	51.24%
IPP FEE	\$187,000.00	\$155,428.45	83.12%	\$190,000.00	\$3,000.00	81.80%

TAX DIFFERENCE 2021 G.L. vs. 2020 G.L. INCREASE/(DECREASE)	\$15,827,561.10	\$6,300,007.76	-0.60%	\$12,846,046.70	(\$2,981,514.40)	-0.19%
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SEWER DIFFERENCE 2021 G.L. vs. 2020 G.L. INCREASE/(DECREASE)	\$1,493,288.00	\$596,630.56	-0.90%	\$1,246,272.56	(\$247,015.44)	-0.24%
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IPP DIFFERENCE 2021 G.L. vs. 2020 G.L. INCREASE/(DECREASE)	\$3,750.00	(\$6,544.81)	-5.07%	\$3,000.00	(\$750.00)	-4.66%
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BACK TAXES COLLECTED	FISCAL YR 2022-2023 (JUL 22 - OCT 22)	FISCAL YR 2021-2022 (JUL 21 - OCT 21)	CUR YR vs. PRIOR YR INC/(DEC)
PRIOR TAXES	\$933,011.41	\$1,424,537.52	(\$491,526.11)
PRIOR SEWER USE FEE	\$88,003.82	\$156,842.91	(\$68,839.09)
PRIOR IPP FEE	\$1,895.34	\$6,791.12	(\$4,895.78)
TOTAL PRIOR TAX, SEWER & IPP	\$1,022,910.57	\$1,588,171.55	(\$565,260.98)
CURRENT INTEREST	\$321,850.69	\$323,092.15	(\$1,241.46)
PRIOR INTEREST	\$288,070.77	\$837,888.18	(\$549,817.41)
SEWER USE FEE INTEREST	\$24,077.55	\$57,245.72	(\$33,168.17)
IPP FEE INTEREST	\$1,349.70	\$3,166.96	(\$1,817.26)
TOTAL INTEREST COLLECTED	\$635,348.71	\$1,221,393.01	(\$586,044.30)
PRIOR LIEN FEE	\$5,143.51	\$9,910.27	(\$4,766.76)
CURRENT LIEN FEE	\$0.00	\$0.00	\$0.00
TOTAL LIEN FEE COLLECTED	\$5,143.51	\$9,910.27	(\$4,766.76)
MISC FEES COLLECTED	\$57,808.25	\$239,032.64	(\$181,224.39)
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$1,721,211.04	\$3,058,507.47	(\$1,337,296.43)

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

**TAX COLLECTOR'S REPORT
NOVEMBER 2022**

FISCAL YEAR 2022-2023 (2021 GRAND LIST)	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 22 - NOV 22	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$27,605,498.25	\$23,729,955.93	85.96%	\$27,228,050.25	(\$377,448.00)	87.15%
PERSONAL PROPERTY	\$26,217,238.98	\$12,211,649.12	46.58%	\$21,819,922.75	(\$4,397,316.23)	55.97%
REAL ESTATE	\$315,360,461.09	\$163,509,738.93	51.85%	\$312,021,771.39	(\$3,338,689.70)	52.40%
TOTAL TAX	\$369,183,198.32	\$199,451,343.98	54.03%	\$361,069,744.39	(\$8,113,453.93)	55.24%
SEWER USE	\$17,981,973.00	\$9,067,415.14	50.43%	\$17,608,217.56	(\$373,755.44)	51.50%
IPP FEE	\$190,750.00	\$152,024.14	79.70%	\$192,750.00	\$2,000.00	78.87%

FISCAL YEAR 2021-2022 (2020 GRAND LIST)	ORIGINAL LEVY	JUN 21 - NOV 21				
AUTOMOBILE-REGULAR	\$21,672,160.18	\$19,404,130.03	89.53%	\$21,376,421.54	(\$295,738.64)	90.77%
PERSONAL PROPERTY	\$22,966,731.64	\$12,274,610.53	53.45%	\$23,004,918.16	\$38,186.52	53.36%
REAL ESTATE	\$308,716,745.40	\$159,919,675.99	51.80%	\$305,134,224.55	(\$3,582,520.85)	52.41%
TOTAL TAX	\$353,355,637.22	\$191,598,416.55	54.22%	\$349,515,564.25	(\$3,840,072.97)	54.82%
SEWER USE	\$16,488,685.00	\$8,415,638.56	51.04%	\$16,360,994.40	(\$127,690.60)	51.44%
IPP FEE	\$187,000.00	\$156,678.45	83.79%	\$190,000.00	\$3,000.00	82.46%

TAX DIFFERENCE 2021 G.L. vs. 2020 G.L. INCREASE/(DECREASE)	\$15,827,561.10	\$7,852,927.43	-0.20%	\$11,554,180.14	(\$4,273,380.96)	0.42%
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SEWER DIFFERENCE 2021 G.L. vs. 2020 G.L. INCREASE/(DECREASE)	\$1,493,288.00	\$651,776.58	-0.61%	\$1,247,223.16	(\$246,064.84)	0.06%
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IPP DIFFERENCE 2021 G.L. vs. 2020 G.L. INCREASE/(DECREASE)	\$3,750.00	(\$4,654.31)	-4.09%	\$2,750.00	(\$1,000.00)	-3.59%
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BACK TAXES COLLECTED	FISCAL YR 2022-2023 (JUL 22 - NOV 22)	FISCAL YR 2021-2022 (JUL 21 - NOV 21)	CUR YR vs. PRIOR YR INC/(DEC)
PRIOR TAXES	(\$298,304.71)	\$1,502,879.10	(\$1,801,183.81)
PRIOR SEWER USE FEE	\$95,160.78	\$160,267.13	(\$65,106.35)
PRIOR IPP FEE	\$1,716.23	\$6,791.12	(\$5,074.89)
TOTAL PRIOR TAX, SEWER & IPP	(\$201,427.70)	\$1,669,937.35	(\$1,871,365.05)
CURRENT INTEREST	\$375,718.75	\$358,371.94	\$17,346.81
PRIOR INTEREST	\$334,229.27	\$868,371.57	(\$534,142.30)
SEWER USE FEE INTEREST	\$27,234.56	\$58,904.41	(\$31,669.85)
IPP FEE INTEREST	\$1,557.91	\$3,256.96	(\$1,699.05)
TOTAL INTEREST COLLECTED	\$738,740.49	\$1,288,904.88	(\$550,164.39)
PRIOR LIEN FEE	\$5,719.51	\$10,274.24	(\$4,554.73)
CURRENT LIEN FEE	\$0.00	\$0.00	\$0.00
TOTAL LIEN FEE COLLECTED	\$5,719.51	\$10,274.24	(\$4,554.73)
MISC FEES COLLECTED	\$68,442.95	\$250,718.25	(\$182,275.30)
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$611,475.25	\$3,219,834.72	(\$2,608,359.47)

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION