

**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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I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: November 8, 2022

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS: Gary Leeds, Oak Hills Park Authority

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**REVISED AGENDA
7:30 PM EST**

**November 22, 2022
COUNCIL CHAMBERS**

A. GENERAL COUNCIL BUSINESS:

1. Election of Council President
2. Announcement of Majority Leader
3. Announcement of Minority Leader

RESIGNATION AND APPOINTMENTS:

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. 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.

B. ORDINANCE

1. Approve the following revisions/amendments to the following City Code sections: Temporary Prohibition of all Cannabis Establishments.

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.

2. 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
3. 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

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.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

Oak Hills Park Authority

M/C

Norwalk Code 73-2

Gary Leeds (D)

Term Expires – 6/24/25

50 Hunt Street

Norwalk, CT 06853

COMMON COUNCIL REGULAR MEETING NOVEMBER 8, 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

Mr. Joshua Goldstein

CITY OF NORWALK
COMMON COUNCIL
NOVEMBER 8, 2022
COMMON COUNCIL CHAMBERS
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	Ms. Nora Niedzielski Eichner	Ms. Barbara Smyth
District A:	Ms. Nicol Ayers	Mr. David Heuvelman
District B:	Ms. Darlene Young	
District C:	Mr. John Kydes	Ms. Jenn McMurrer
District D:	Ms. Heidi Alterman	
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, Ms. Revolus and Mr. Meek). 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: October 17, 2022 – Special Joint Meeting

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

October 25, 2022

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

III. PUBLIC PARTICIPATION

There were no members of the public who wished to participate this evening. A letter submitted by Ms. Diane Lauricella regarding the Tree Master Plan Program – Inventory and Canopy Assessment will be distributed to the members of the Common Council.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

CITY OF NORWALK
 COMMON COUNCIL
 NOVEMBER 8, 2022
 COMMON COUNCIL CHAMBERS
 AND VIA TELECONFERENCE
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RESIGNATIONS:

Mayor Rilling announced the resignation of Mr. Matthew Merluzzi from the Conservation Commission.

APPOINTMENTS:

Mayor Rilling announced the appointment of Ms. Vanessa Valadares as Chief of Operations and Public Works.

**** MS. SMYTH MOVED TO APPROVE THE APPOINTMENT OF VANESSA VALADARES AS CHIEF OF OPERATIONS AND PUBLIC WORKS.**

Ms. Smyth and several members of the Common Council spoke in support of this appointment. Mayor Rilling added that Norwalk has become a women-led city.

**** MOTION PASSED UNANIMOUSLY**

Ms. Valadares expressed her appreciation and confirmed her commitment to the residents.

REAPPOINTMENTS:

There were no reappointments announced this evening.

MAYOR'S REMARKS:

Mayor Rilling announced the opening of the Business Development office on Belden Avenue this week. He acknowledged that November is Native American Month. He invited the public to a Veteran's Day celebration on Friday at City Hall. Mayor Rilling urged everyone to vote.

Mayor Rilling announced that every Sunday a celebration is held to acknowledge a Veteran who passed away. This month it was held at Veterans Park. He noted that Norwalk is a Purple Heart city.

Mayor Rilling talked about the Wall Street corridor and said he asked the Parking team to invite the public to an open house on Monday at the Library.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

CITY OF NORWALK
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**** MR. LIVINGSTON MOVED TO GO INTO EXECUTIVE SESSION AT 7:49 P.M. TO DISCUSS THE FOLLOWING ITEM**

1. AUTHORIZATION TO SETTLE CLAIM AS TO THE FOLLOWING DEFENDANTS IN THE MATTER OF CITY OF NORWALK AND CITY OF NORWALK REDEVELOPMENT AGENCY VS. ILSR OWNERS, LLC, ET AL, DOCKET NO. X08-FST-CV-18-6038249-S WHICH IS CURRENTLY PENDING IN THE STAMFORD-NORWALK JUDICIAL DISTRICT AT STAMFORD: (1) ILSR OWNERS, LLC; (2) POKO PARTNERS, LLC; (3) POKO MANAGEMENT CORPORATION; (4) POKO-IWSR DEVELOPERS, LLC; (5) IWSR MANAGERS, LLC; AND (6) RICHARD OLSON. *EXECUTIVE SESSION*

**** MOTON PASSED UNANIMOUSLY**

The public was excused.

The members of the Common Council came out of Executive Session at 8:10 p.m.

During the Executive Session no motions were made, and no votes were taken.

**** MR. LIVINGSTON MOVED TO AUTHORIZATION TO SETTLE CLAIM AS TO THE FOLLOWING DEFENDANTS IN THE MATTER OF CITY OF NORWALK AND CITY OF NORWALK REDEVELOPMENT AGENCY VS. ILSR OWNERS, LLC, ET AL, DOCKET NO. X08-FST-CV-18-6038249-S WHICH IS CURRENTLY PENDING IN THE STAMFORD-NORWALK JUDICIAL DISTRICT AT STAMFORD: (1) ILSR OWNERS, LLC; (2) POKO PARTNERS, LLC; (3) POKO MANAGEMENT CORPORATION; (4) POKO-IWSR DEVELOPERS, LLC; (5) IWSR MANAGERS, LLC; AND (6) RICHARD OLSON. *EXECUTIVE SESSION***

**** MOTON PASSED UNANIMOUSLY**

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:

CITY OF NORWALK
COMMON COUNCIL
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Mr. Livingston announced that this evening's Consent Calendar would be read by Mr. Kydes.

**** MR. KYDES MOVED TO APPROVE 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 SIGN AND EXECUTE THE FOLLOWING RESOLUTION:

WHEREAS THE CITY OF NORWALK OPERATING THROUGH ITS DEPARTMENT OF RECREATION AND PARKS HAVE REQUESTED FUNDING FOR PARK IMPROVEMENTS THAT WOULD ENHANCE ITS GREEN INFRASTRUCTURE, AND SUSTAINABILITY; AND

WHEREAS THE CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION IS AUTHORIZED TO EXTEND FINANCIAL ASSISTANCE FOR PARK SYSTEM IMPROVEMENTS; AND

WHEREAS IT IS DESIRABLE AND IN THE PUBLIC INTEREST THAT THE CITY OF NORWALK MAKE AN APPLICATION TO THE STATE FOR \$4.5 MILLION AND TO EXECUTE AN ASSISTANCE AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NORWALK;

A. THAT IT IS COGNIZANT OF THE CONDITIONS AND PRE-REQUISITES FOR THE STATE FINANCIAL ASSISTANCE IMPOSED BY THE STATE OF CONNECTICUT, DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION; AND

B. THAT THE FILING OF AN APPLICATION FOR STATE FINANCIAL ASSISTANCE BY THE CITY OF NORWALK IN AN AMOUNT NOT TO EXCEED \$4.5 MILLION IS HEREBY APPROVED;

C. THAT HARRY W. RILLING, MAYOR OF THE CITY OF NORWALK, IS DIRECTED TO EXECUTE AND FILE SUCH APPLICATION WITH THE CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION, TO PROVIDE SUCH ADDITIONAL INFORMATION, TO EXECUTE SUCH OTHER DOCUMENTS AS MAY BE REQUIRED, TO EXECUTE AN ASSISTANCE AGREEMENT WITH THE STATE OF CONNECTICUT FOR FINANCIAL ASSISTANCE IF SUCH AN AGREEMENT IS OFFERED, TO EXECUTE ANY AMENDMENTS, DECISIONS, AND REVISIONS THERETO, AND TO ACT AS THE AUTHORIZED REPRESENTATIVE OF THE CITY OF NORWALK.

B. PUBLIC SAFETY AND GENERAL GOVERNMENT

1A. AUTHORIZE THE MAYOR HARRY W. RILLING TO EXECUTE 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 \$50,000. ACCOUNT: TBD

1B. 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 \$50,000. ACCOUNT: TBD

2A. AUTHORIZE THE MAYOR HARRY W. RILLING TO EXECUTE 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 CLICK IT OR TICKET ENFORCEMENT GRANT, NOT TO EXCEED \$10,000. ACCOUNT: TBD

2B. 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 CLICK IT OR TICKET ENFORCEMENT GRANT NOT TO EXCEED \$10,000. ACCOUNT: TBD

3A. AUTHORIZE THE PURCHASING AGENT, SHARON CONNERS TO ISSUE A PURCHASE ORDER ON BEHALF OF THE POLICE DEPARTMENT TO FARO TECHNOLOGIES, INC, FOR THE PURCHASE OF FARO FOCUS PREMIUM SCANNER AND RELATED EQUIPMENT AND SOFTWARE, AS

PER SOLE SOURCE PROCUREMENT REQUEST, FOR AN AMOUNT NOT TO EXCEED \$110,000. ACCOUNT # 09233010 5777 C0809.

C. PUBLIC WORKS

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH FRONTIER COMMUNICATIONS PARENT, INC. FOR THE EAST AVENUE ADVANCED UTILITY PROJECT NO. 0301-0515NP FOR AN AMOUNT NOT TO EXCEED \$550,000.00.

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

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH WINDSTREAM COMMUNICATIONS INC. FOR THE EAST AVENUE ADVANCED UTILITY PROJECT NO. 0301-0515NP FOR AN AMOUNT NOT TO EXCEED \$5,000.00.

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 AN AGREEMENT WITH CROWN CASTLE INTERNATIONAL FOR THE EAST AVENUE ADVANCED UTILITY PROJECT NO. 0301-0515NP FOR AN AMOUNT NOT TO EXCEED \$170,000.00.

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

4. AUTHORIZE THE PURCHASING AGENT TO AUTHORIZE A SOLE SOURCE PURCHASE ORDER TO CARGILL SALT FOR TREATED ROAD SALT FOR SNOW AND ICE CONTROL, PRICING NOT TO EXCEED \$108.00 PER TON FOR NORMAL AND AFTER HOUR DELIVERIES EFFECTIVE FOR THE 2022-23 SNOW SEASON. ACCOUNT NO. 01 40 25 5322

D. LAND USE AND BUILDING MANAGEMENT

2A. AUTHORIZE, THE MAYOR HARRY W. RILLING, TO EXECUTE A CONTRACT WITH GOLD SEAL ROOFING, LLC FOR THE MEADOW STREET FIRE STATION ROOFING REPLACEMENT PROJECT FOR A TOTAL NOT TO EXCEED \$313,000.00. ACCT. #0922/233110-5777-C0796

2B. AUTHORIZE THE FIRE DEPARTMENT TO ISSUE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED \$31,300.00

3. AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ORDER TO CONNECTICUT BUSINESS SYSTEM (CBS) FOR 18 75" VIEWSONIC BOARDS FOR A TOTAL AMOUNT NOT TO EXCEED \$61,264.00. ACCT. #09235010-5777-C0112.

4A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH HV CONTRACTOR CORPORATION FOR SECURITY AND OFFICE IMPROVEMENTS IN THE COMPTROLLER'S OFFICE FOR A TOTAL NOT TO EXCEED \$33,950.00. ACCOUNT #01 011340 5258

4B. AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON THE CONTRACT FOR A TOTAL NOT TO EXCEED \$3,395.00.

5. AUTHORIZE TO INCREASE THE CONTINGENCY ALLOWANCE FOR MOVING SERVICES FOR PRECISION PLACEMENT LLC. FOR THE JEFFERSON ELEMENTARY SCHOOL RENOVATE-AS-NEW PROJECT FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$1,220.45. FUNDS ARE AVAILABLE IN ACCOUNT ACCT. #0919/20 5010 5777 C0619.

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS WITH CONNECTICUT LIGHT AND POWER COMPANY D/B/A EVERSOURCE ENERGY RELATING TO ENERGY INCENTIVES FOR THE CRANBURY SCHOOL PROJECT.

7A. APPROVE TO DESIGNATE VCP, LLC D/B/A VEROGY AS THE PREFERRED SOLAR/PHOTOVOLTAIC DEVELOPER FOR CRANBURY SCHOOL, NORWALK HIGH SCHOOL AND SOUTH NORWALK SCHOOL DEVELOPMENT PROJECTS.

7B. REFER THIS DESIGNATION TO THE BOARD OF EDUCATION FOR FUTURE NEGOTIATION OF TERMS AND EXECUTION OF CORRESPONDING POWER PURCHASE AGREEMENTS (PPA).

8A. RESOLVED, THAT THE NORWALK LAND USE & BUILDING MANAGEMENT COMMITTEE IS HEREBY ESTABLISHED AS THE BUILDING COMMITTEE WITH REGARD TO THE NATHAN HALE MIDDLE SCHOOL AIR CONDITIONING/IAQ PROJECT.

8B. RESOLVED, THAT THE NORWALK COMMON COUNCIL HEREBY AUTHORIZES AT LEAST THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE NATHAN HALE MIDDLE SCHOOL AIR CONDITIONING/IAQ PROJECT.

8C. RESOLVED, THAT THE CITY OF NORWALK COMMON COUNCIL AUTHORIZES THE CITY OF NORWALK BOARD OF EDUCATION TO APPLY TO THE COMMISSIONER OF ADMINISTRATIVE SERVICES AND TO ACCEPT OR REJECT A GRANT FOR THE NATHAN HALE MIDDLE SCHOOL AIR CONDITIONING/IAQ PROJECT.

9A. RESOLVED, THAT THE NORWALK LAND USE & BUILDING MANAGEMENT COMMITTEE IS HEREBY ESTABLISHED AS THE BUILDING COMMITTEE WITH REGARD TO THE SILVERMINE AIR CONDITIONING/IAQ PROJECT.

9B. RESOLVED, THAT THE NORWALK COMMON COUNCIL HEREBY AUTHORIZES AT LEAST THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE SILVERMINE AIR CONDITIONING/IAQ PROJECT.

9C. RESOLVED, THAT THE CITY OF NORWALK COMMON COUNCIL AUTHORIZES THE CITY OF NORWALK BOARD OF EDUCATION TO APPLY TO THE COMMISSIONER OF ADMINISTRATIVE SERVICES AND TO ACCEPT OR REJECT A GRANT FOR THE SILVERMINE AIR CONDITIONING/IAQ PROJECT.

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

D. LAND USE AND BUILDING MANAGEMENT

**** MR. LIVINGSTON MOVED TO AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ORDERS TO BLACKWOOD ASSOCIATES INC. FOR THE SUPPLY AND INSTALLATION OF IT SECURITY PLATFORM (EXTRAHOP REVEAL(X) 360 SOLUTION) FOR NORWALK PUBLIC SCHOOLS FOR A TOTAL AMOUNT NOT TO EXCEED \$ \$106,639. ACCOUNT 09235010-5777-C0112**

Mr. Ralph Valenzisi, Assistant Superintendent for Digital Learning and Innovation gave a presentation to answer any questions. He said this is a capital expense but will come out of the operating budget in subsequent years.

Mr. Heuvelman questioned why there are two departments doing this work instead of one. He noted that it was recommended looking at this in the efficiency study. Mayor Rilling said that this is one of those things that takes a little longer. He believes the intent is to combine IT. Mr. Valenzisi said the Board of Education and the City do share a number of services for cost savings. Mr. Heuvelman said it is a potential cost savings for the City.

**** MOTION PASSED UNANIMOUSLY**

E. ECONOMIC AND COMMUNITY DEVELOPMENT

**** MR. KYDES MOVED TO Authorize the Mayor, Harry W. Rilling, to execute a contract between the City of Norwalk and PlanIT Geo, Inc. in an amount not to exceed \$150,000 for the Tree Master Plan Program – Inventory and Canopy Assessment. Acct. #133710 5796 AEC17 (ARPA)**

Mr. Kydes reviewed the item and said it would be paid with ARPA funds. He expressed this thanks to all who were involved in this.

Ms. Jessica Vonashek, Chief of Economic and Community Development reviewed the item and said this is a very big effort, with the City of Norwalk putting in \$1 million in trees. She said the team did an amazing job working with Chief Valadares. She said there are eight deliverables.

Ms. Vonashek said they have been asked how this report is different from the 2018 West COG report. He explained the differences including that there was no public outreach in the 2018 study.

Mr. Livingston thanked Ms. Vonashek and the team and said this establishes a baseline and provides metrics by neighborhood. This approval will allow them to start planting this spring.

Ms. Shanahan thanked Ms. Vonashek and said this has been a dream to the conservation community in Norwalk. Ms. Niedzielski Eichner thanked Ms. Vonashek for responding to public comments. Ms. Vonashek said they are working with the Redevelopment Agency on a sustainability plan.

**** MOTION PASSED UNANIMOUSLY**

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

**** MS. SHANAHAN MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 8:35 p.m.

ATTEST: _____
Irene Dixon, City Clerk



IV A

Gary L Leeds
50 Hunt Street
Norwalk, CT 06853

I am a retired Finance Executive with over 48 years of experience. As a graduate of Syracuse University with a Bachelor of Science degree in Accounting, I became a CPA. Then after over 8 years in public accounting, I worked for nearly 40 years within the corporate finance arena in various positions as Internal Auditor, Assistant Controller, Controller and Chief Financial Officer. My last 12 years I worked for the non-profit humanitarian organization, Americares Foundation, Inc., in Stamford.

I served as a board member of Visiting Nurse and Hospice for nearly 30 years including terms as Treasurer and Secretary. More recently, I have been an active volunteer with the Rowayton Gardeners and a Board member of the Oak Hills Men's Golf Association during the pandemic. I have lived in Norwalk since 2006 and have been a regular golfer at Oak Hills since 2009.

I have a vested interest in making Oak Hills Park a beautiful recreational area for use of our citizens. I hope that my experience in finance and as a lifelong golfer would be beneficial to the Oak Hills Park Authority in its mission to operate, maintain, protect and manage Oak Hills Park.

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: November 14, 2022

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST: Robert Stowers, Director of Recreation & Parks

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Recreation & Parks

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES XX NO

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

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 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.

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

EFFECTIVE DATE OF ACTION (if applicable):

Upon passage.

Original with signature hand delivered.


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 Recreation & Parks Department

Facility Rental Event Application Form

②

PLEASE PRINT

ORGANIZATION NAME: Greenwich Kennel Club, Inc PERSONAL/FAMILY _____
 COMPANY/BUSINESS _____
 NON-PROFIT (501C3) Yes ☒ No ☐ (501C7)

NAME OF BENEFICIARY: _____ Is this an Annual Event: Yes ☒ No ☐ # of years 10+

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Nancy A. Nelson TITLE: Treasurer

YOUR NAME: Nancy A. Nelson TITLE: Treasurer

ADDRESS: 37 Prince's Pine Rd E-MAIL ADDRESS: nanelsoncpa@gmail.com

CITY: Norwalk STATE: CT ZIP CODE: 06850

HOME PHONE: _____ BUSINESS PHONE: _____ CELL: 917-703-6321

FACILITY REQUESTED: Taylor Farm Park # OF PARTICIPANTS 1000

EVENT: Am. Kennel Club Sanctioned DATE REQUESTED: 6/10-11 2023

SET UP TIME: 6/17 STARTING TIME: 8:30 BREAKDOWN TIME: _____ END TIME: 4pm RAIN DATE: NONE
4/11/23 Gam 6/12/23 4pm (RAIN DATE FOR BEACH RENTALS ONLY)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☐ NO ☒

(PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED AT CITY PARK PROPERTY, INCLUDING CRANBURY PARK)

SERVING FOOD: YES ☒ NO ☐ ARE YOU USING A FOOD TRUCK? YES ☒ NO ☐ NAME: TBD Outside Vendor

ARE YOU REQUESTING A TENT? YES ☒ NO ☐ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, OVENS, GRILLS, ETC, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT. ADDITIONAL EQUIPMENT, i.e. INFLATABLES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES ☐ NO ☐

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES ☐ NO ☒

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES ☒ NO ☐

WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES? YES ☐ NO ☐

YES ☐ NO ☐

YES ☐ NO ☒

YES ☒ NO ☐

YES ☐ NO ☐

Outside vendors

BEACH PERMITS ONLY:

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES ☐ NO ☒

WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach YES ☐ NO ☒

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR AND ADHERED TO

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☐ NO ☒

If yes, name of person(s) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: Nancy A. Nelson

DATE: 8/3/2022

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: _____ YES _____ NO _____ N/A _____

COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: _____ YES _____ NO _____ N/A _____

②

City of Norwalk Recreation & Parks Department

Facility Rental Event Application Form

PLEASE PRINT

ORGANIZATION NAME: JS Endurance

PERSONAL/FAMILY

COMPANY/BUSINESS ☒

NON-PROFIT (501C3) Yes ☐ No ☐

NAME OF BENEFICIARY: numerous t.b.d.

Is this an Annual Event: Yes ☒ No ☐ # of years 9

NAME OF CORPORATE OFFICER AUTHORIZED

TO EXECUTE THE LICENSE AGREEMENT:

Shannon Whipple TITLE race director

YOUR NAME: Shannon Whipple

TITLE:

race director

ADDRESS:

E-MAIL ADDRESS:

shannon@sendurance.com

CITY:

STATE:

ZIP CODE:

HOME PHONE:

BUSINESS PHONE:

CELL:

203 943-9292

FACILITY REQUESTED:

Vets Park

FACILITY & EVENT INFORMATION

OF PARTICIPANTS

1,200

EVENT:

SPNO Half Marathon

DATE REQUESTED:

10/11/23

SET UP TIME:

6am

STARTING TIME:

8:30am

BREAKDOWN TIME:

1:00pm

ENDTIME:

RAIN DATE:

N/A

(RAIN DATE FOR BEACH RENTALS ONLY)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☒ NO ☐

(PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED AT CITY PARK PROPERTY INCLUDING CRANBURY PARK)

SERVING FOOD: YES ☒ NO ☐

ARE YOU USING A FOOD TRUCK? YES ☒ NO ☐

NAME:

Dave's Planet Pizza

ARE YOU REQUESTING A TENT? YES ☐ NO ☒

*ANY TENT (STRUCTURE) 10x10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO:

ELECTRICAL LIGHTING EQUIPMENT, OVENS, GRILLS, ETC, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT. ADDITIONAL EQUIPMENT, i.e. INFLATABLES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY.

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT?

YES ☒ NO ☐

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT?

YES ☐ NO ☒

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES?

YES ☒ NO ☐

WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES?

YES ☒ NO ☐

BEACH PERMITS ONLY:

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES ☐ NO ☒

WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach? YES ☐ NO ☒

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR AND ADHERED TO

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☐ NO ☐

If yes, name of person(s) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: Shannon Whipple

DATE: 10/31/22

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: _____

YES ☐ NO ☐ N/A ☐

COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: _____

YES ☐ NO ☐ N/A ☐

Temporary Prohibition of all Cannabis Establishments

Purpose

The purpose of this regulation, in accordance with the authority granted under Section 148 of Public Act No. 21-1 of the June 2021 Special Session, “An Act Concerning Responsible and Equitable Regulation of Adult-Use Cannabis,” is to temporarily prohibit adult-use cannabis establishments in the City of Norwalk.

Definitions

“Cannabis” means marijuana, as defined in section 21a–240 of the general statutes;

“Cannabis Establishment” means a producer, dispensary facility, cultivator, micro-cultivator, retailer, hybrid retailer, food and beverage manufacturer, product manufacturer, product packager, delivery service or transporter, as those terms are defined in Section 1 of Public Act 21-1; and

“Connecticut State Regulation of Cannabis” means Section 148 of Public Act No. 21-1 of the June 2021 Special Session, An Act Concerning Responsible and Equitable Regulation of Adult-Use Cannabis.

Prohibition

In accordance with the authority granted under Connecticut State Regulation of Cannabis, all Cannabis Establishments are prohibited in all zoning districts in the City of Norwalk until the effective date of the amendments to the City’s zoning regulations regarding Cannabis Establishments.

Effective Date

This Chapter shall be effective 10 days following approval by the City of Norwalk’s Common Council.



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 C

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: November 16, 2022

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

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

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Public Works

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES WHICH ONE? Planning Commission

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. 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.
2. 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 from ARPA Account: 134010-5796-ARP02 of the State Contract # 19PSX0161JHK.
3. 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.

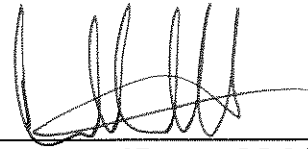
Account No. 09 23 4031 5777 C0313

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

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

Signature of Person Making Request

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

Amended 4/13/84

MEMORANDUM

TO: Member of the Commons Council
Members of the Public Works Committee
Members of the Planning Commission
Mayor Harry W. Rilling

FROM: Vanessa Valadares, Interim Chief of Public Works and Operations

CC: Mario F. Coppola, Corporation Counsel
Darin L. Callahan, Assistant Corporation Counsel

DATE: October 26, 2022

RE: Eversource Easements

.....

Dear Members and Mayor:

On September 13, 2021, at a Joint Special Meeting of the Public Works Committee and Planning Commission, followed by a meeting of the Common Council on September 28, 2021, the City, acting through its legislative process, approved certain permanent and temporary easements at the Police Station and Veterans Park and compensation to be paid for such rights in connection with a plan to have Eversources re-route its electrical lines off the railway and underground for purposes of the Walkbridge Project. This was done to avoid Eversource from re-routing the line *overhead* through South Norwalk.

The Approvals as well as the Memorandum issued by the Law Department can be found in the Meeting Minutes as the following links:

See PWC/PC Minutes at Pages 1-53 at the following link:

<https://www.norwalkct.org/ArchiveCenter/ViewFile/Item/17669>

See CC Minutes at Pages 2, 62-122 at the following link:

<https://www.norwalkct.org/ArchiveCenter/ViewFile/Item/17728>

Subsequent to this approval, it has become necessary for Eversource to revise the route by which the electrical lines would pass under the Norwalk River, and as a result, the path the lines need to take through Veterans Park. This in turn effects the footprint of the permanent and temporary easements through Veterans Park. Attached as Exhibit 1-A is the Veterans Park easement map at the time of the approval. Attached as Exhibit 1-B is the proposed new Veterans Park easement map. In consideration for approving this new route, Eversource has agreed to increase its compensation to the City. Specifically, Eversource has agree to increase its compensation to the

City from \$404,000.00 to \$ 452,000.00 and its compensation to the Norwalk Harbor Commission from \$25,000.00 to \$50,000.00, and further, to provide additional compensation to the Norwalk Shell Fish Commission in the amount of \$10,000.00.

I am providing for your consideration the following action item approving the easements as compensation revised as set forth above:

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.

EXHIBIT 1-A

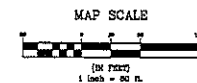
1. TOWNSHIP OF NORWALK-MAP SHOWING LAND TO BE ACQUIRED FROM CITY OF NORWALK BY THE STATE OF CONNECTICUT ROUTE 136 (LIMITED ACCESS HIGHWAY)
SCALE: 1" = 400'. DATED: JANUARY 1948
BY: CONNECTICUT DEPARTMENT OF TRANSPORTATION.
2. WASHINGTON STREET BRIDGE RELOCATION OF ROUTE 138
SCALE: 1" = 20'. DATED: 1968 REVISED THROUGH 4-1-71.
BY: CONNECTICUT DEPARTMENT OF TRANSPORTATION SHEET 152
3. WASHINGTON STREET BRIDGE RELOCATION OF ROUTE 138
SCALE: 1" = 20'. DATED: 1969 REVISED THROUGH 11-22-71.
BY: CONNECTICUT DEPARTMENT OF TRANSPORTATION SHEETS 160 & 204.
4. NORWALK MAP SHOWING THE LOCATION OF A SECTION OF HIGHWAY TO BE ABANDONED ON WASHINGTON STREET WHICH SHALL REVERT TO THE TOWN AS PER SECTION 130-43, 1969 SUPPLEMENT TO THE GENERAL STATUTES.
SCALE: 1" = 20'. DATED: NOVEMBER 1969
BY: DEPARTMENT OF TRANSPORTATION-BUREAU OF HIGHWAYS.
5. VETERANS MEMORIAL PARK, NORWALK, CONNECTICUT TOPOGRAPHIC MAP. SCALE: 1" = 80'. DATED: 11/14/57. BY: GRAMMAN ENGINEERING ASSOCIATES.
6. VETERANS MEMORIAL PARK SEASIDE AVENUE NORWALK, CONNECTICUT SITE IMPROVEMENTS ROADWAY, PARKING & FLOOD CONSTRUCTION SHEET NO. 104. BY: GRAMMAN ENGINEERING ASSOCIATES.

1. BEARINGS, COORDINATES AND ELEVATIONS SHOWN ARE BASED UPON HORIZONTAL DATUM NAD 83 AND VERTICAL DATUM NAVD 1988 OBTAINED MA STATE DEPARTMENT OF CONSERVATION FROM NOAA DTGS.

2. FIELD SURVEY WAS CONDUCTED BY ANCHOR SURVEY, INC. ON AUGUST, SEPTEMBER, OCTOBER 2017 & MAY 2018.

3. NOAA SOUTH NORMAL, CT STATION 8488448 PROVIDED BASIS FOR CONTINUING HWM AND MHW AS DEFINED ON SURVEY.

4. UNDERGROUND UTILITY, STRUCTURE AND FACILITY LOCATIONS DEPICTED AND NOTED HEREIN HAVE BEEN COMPILED, IN PART, FROM RECORD MAPS SUPPLIED BY THE STATE OF CONNECTICUT, DEPARTMENT OF CONSERVATION, AGENCIES, FROM PAROL TESTIMONY AND FROM OTHER SOURCES. THESE LOCATIONS ARE NOT TO BE CONSIDERED AS GUARANTEED. ACCURACY OF ANY SUCH FEATURES MAY VARY ON THIS SITE. THE EXISTENCE OF WHICH IS NOT GUARANTEED. THE USER OF THIS SURVEY SHALL BE RESPONSIBLE FOR THE LOCATION AND EXISTENCE OF ALL SUCH FEATURES. THE USER SHALL BE RESPONSIBLE FOR VERIFYING BY THE APPROPRIATE AUTHORITIES POWER TO CONSTRUCTION.



EVERSOURCE
ENERGY

DATA ACCUMULATION PLAN
DELINEATION AND WORK AREAS OVER LAND OF
CITY OF NORWALK

0 SEAWAY AVENUE, NORWALK, CT					
SP	ASP	DATE	NEW	SP	ASP
CALL	10-4-75	DATE	10-20-75	CALL	DATE
TO-BALL	1" = 50'	FILE	ARCH D	SHOOTER AND S	
TO-SCALE	X.T.S.	FILE		ILL. MAN	
ALL FIELD PLAYER				SPR. PG.	

THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300b-1 THRU 20-300b-20 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES- "MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ENFORCED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS INC. IT IS A DATA ACCUMULATION PLAN SHOWING DELINEATION AND WORK AREAS TO BE USED BY CYCLOSOURCE.

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY
CORRECT AS NOTED HEREON.

WILLIAM L. WHITE, ET AL. 1759

ANY ORIGINAL OR DUPLICATE OF THIS MAP IS NOT VALID UNLESS IT BEARS THE EMBOSSED SEAL OF THE SURVEYOR WHOSE REGISTRATION APPEARS ABOVE AND OTHER CERTIFICATION OR WAARRANTY IS EXPRESSED OR IMPLIED.

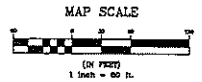
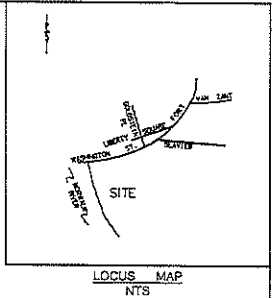
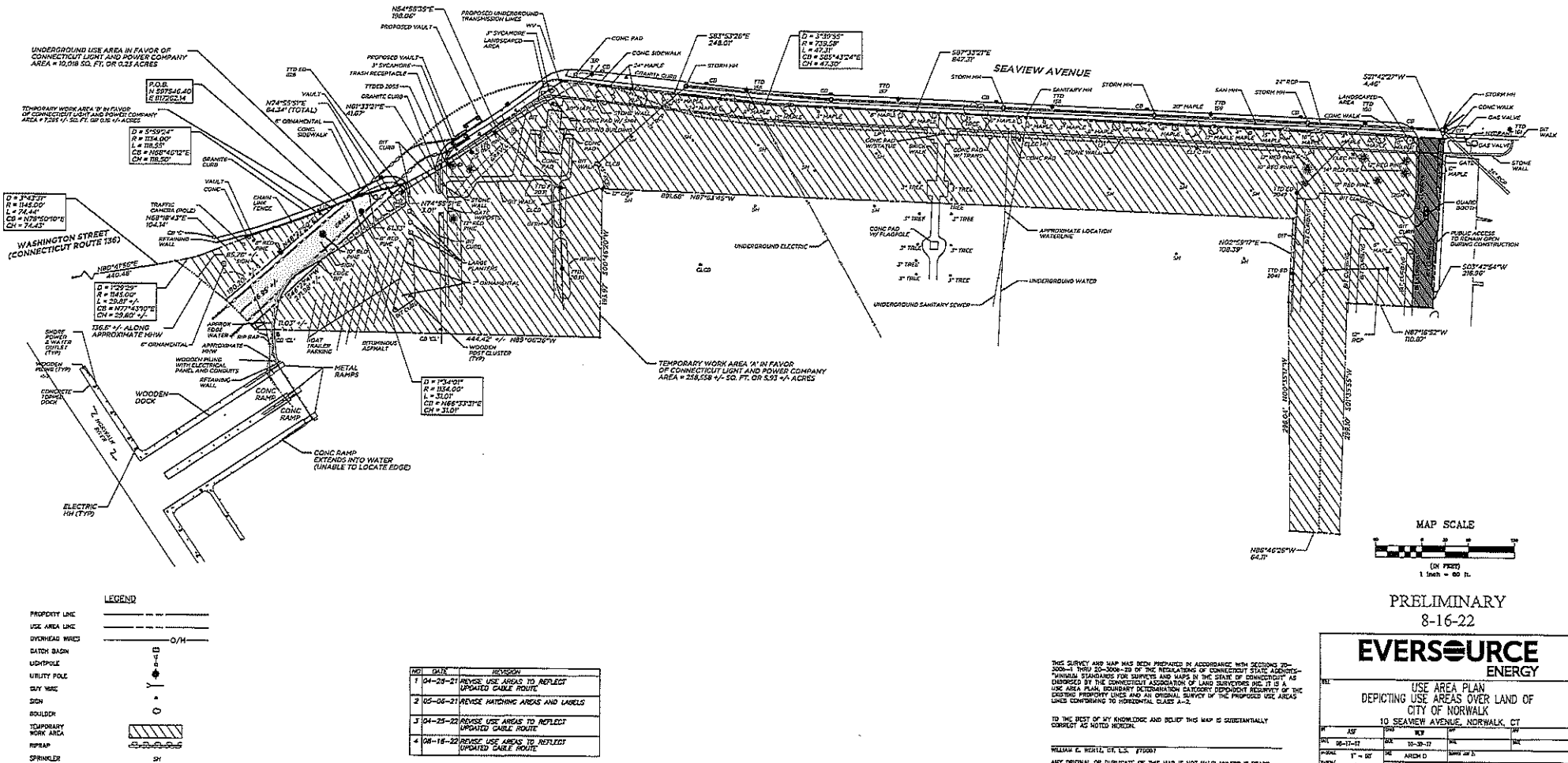
EXHIBIT 1-B

MAP REFERENCES :

1. TOWN OF NORWALK-MAP SHOWING LAND TO BE ACQUIRED FROM CITY OF NORWALK BY THE STATE OF CONNECTICUT ROUTE 136 (LIMITED ACCESS HIGHWAY) SCALE: 1" = 400'. DATED: 1988 REVISED THROUGH 12-7-70. BY: CONNECTICUT DEPARTMENT OF TRANSPORTATION.
2. WASHINGTON STREET BRIDGE RELOCATION OF ROUTE 136 SCALE: 1" = 20'. DATED: 1988 REVISED THROUGH 4-1-71. BY: CONNECTICUT DEPARTMENT OF TRANSPORTATION SHEET 136C.
3. WASHINGTON STREET BRIDGE RELOCATION OF ROUTE 136 SCALE: 1" = 20'. DATED: 1988 REVISED THROUGH 11-22-71. BY: CONNECTICUT DEPARTMENT OF TRANSPORTATION SHEETS 190 & 204.
4. NORWALK MAP SHOWING THE LOCATION OF A SECTION OF HIGHWAY TO BE ABANDONED ON WASHINGTON STREET WHICH SHALL REVERT TO THE TOWN AS PER SECTION 126-43, 1989 SUPPLEMENT TO THE GENERAL STATUTES. SCALE: 1" = 20'. DATED: JUNE 28, 1974. BY: DEPARTMENT OF TRANSPORTATION-BUREAU OF HIGHWAYS.
5. VETERANS MEMORIAL PARK, NORWALK, CONNECTICUT TOPOGRAPHIC MAP. SCALE: 1" = 80'. DATED 11/14/87. BY: GRUMAN ENGINEERING ASSOCIATES.
6. VETERANS MEMORIAL PARK SEAWAY AVENUE NORWALK, CONNECTICUT SITE IMPROVEMENTS ROADWAY, PARKING & FIELD CONSTRUCTION SCALE: 1" = 40'. DATED 7/1/89. BY: GRUMAN ENGINEERING ASSOCIATES.

NOTES :

1. BEARINGS, COORDINATES AND ELEVATIONS SHOWN ARE BASED UPON HORIZONTAL DATUM NAD 83 AND VERTICAL DATUM NAVD 1988 OBTAINED VIA STATIC GPS OBSERVATIONS PROCESSED THROUGH NOAA GPUS.
2. FIELD SURVEY WAS CONDUCTED BY ANCHOR ENGINEERING SERVICES, INC. IN AUGUST, SEPTEMBER, OCTOBER 2017 & MAY 2018.
3. NOAA SOUTH NORWALK, CT STATION 8488448 PROVIDED BASIS FOR DETERMINING MEAN AND MLLW AS SHOWN ON SURVEY.
4. UNDERGROUND UTILITY, STRUCTURE AND FACILITY LOCATIONS DEPICTED AND NOTED HEREON HAVE BEEN COMPILED, IN PART, FROM RECORD MAPPING SUPPLIED BY THE RESPECTIVE UTILITY COMPANIES OR GOVERNMENT AGENCIES, FROM PAPER, TESTIMONY AND FROM OTHER SOURCES. THESE LOCATIONS MUST BE CONSIDERED APPROXIMATE IN NATURE. ADDITIONALLY, OTHER SUCH FEATURES MAY EXIST ON THIS SITE. THE EXISTENCE OF WHICH ARE UNKNOWN TO ANCHOR ENGINEERING SERVICES, INC. THE SIZE, LOCATION AND EXISTENCE OF ALL SUCH FEATURES MUST BE FIELD DETERMINED AND VERIFIED BY THE APPROPRIATE AUTHORITIES PRIOR TO CONSTRUCTION. CALL BEFORE YOU DIG: 1-(800) 922-4423



PRELIMINARY
8-16-22

EVERSOURCE ENERGY

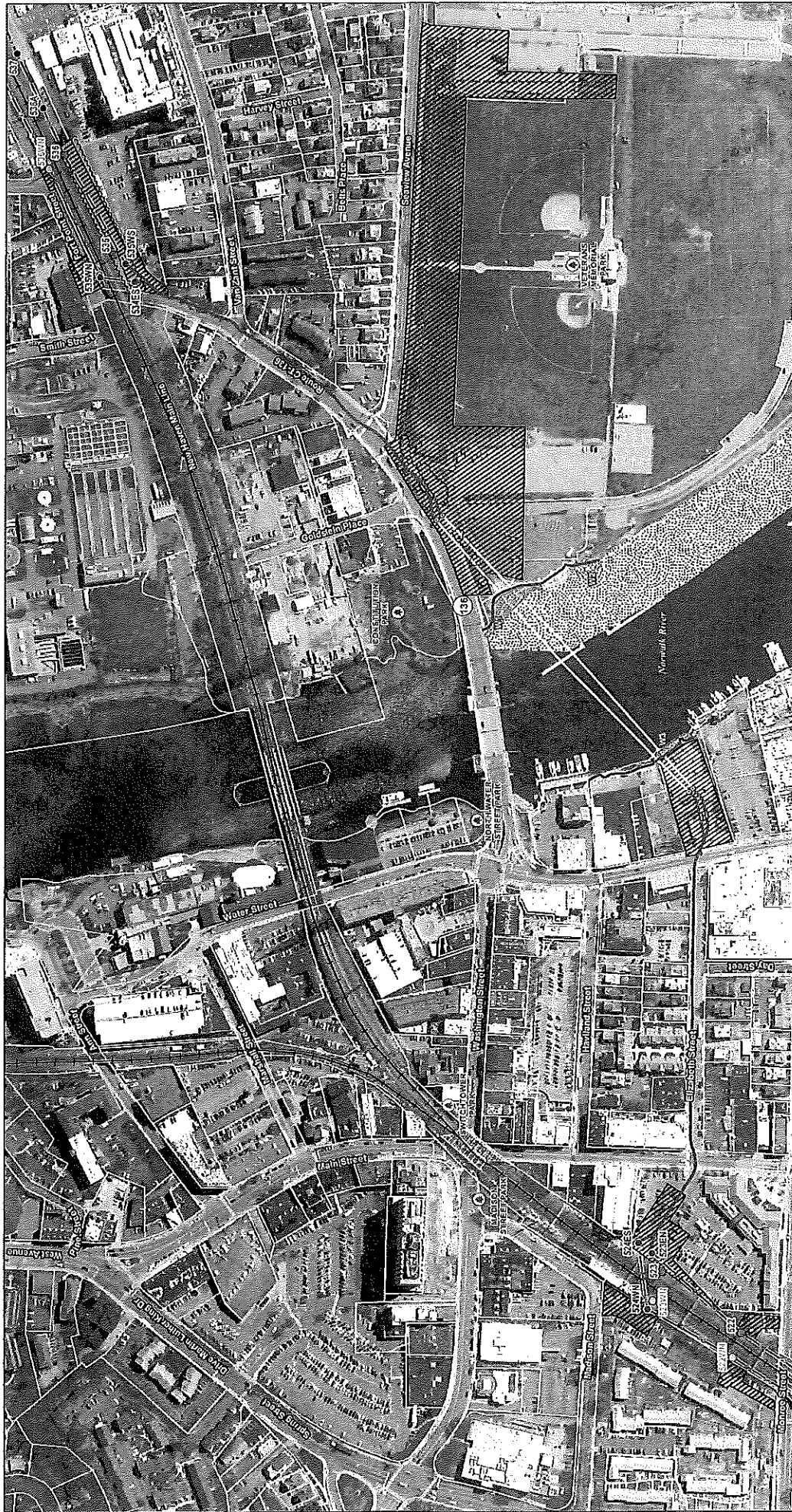
USE AREA PLAN
DEPICTING USE AREAS OVER LAND OF
CITY OF NORWALK
19 SEAWAY AVENUE, NORWALK, CT

THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300A-1, 20-300B-1, 20-300C-1, 20-300D-1, 20-300E-1, 20-300F-1, 20-300G-1, 20-300H-1, 20-300I-1, 20-300J-1, 20-300K-1, 20-300L-1, 20-300M-1, 20-300N-1, 20-300O-1, 20-300P-1, 20-300Q-1, 20-300R-1, 20-300S-1, 20-300T-1, 20-300U-1, 20-300V-1, 20-300W-1, 20-300X-1, 20-300Y-1, 20-300Z-1, 20-300AA-1, 20-300AB-1, 20-300AC-1, 20-300AD-1, 20-300AE-1, 20-300AF-1, 20-300AG-1, 20-300AH-1, 20-300AI-1, 20-300AJ-1, 20-300AK-1, 20-300AL-1, 20-300AM-1, 20-300AN-1, 20-300AO-1, 20-300AP-1, 20-300AQ-1, 20-300AR-1, 20-300AS-1, 20-300AT-1, 20-300AU-1, 20-300AV-1, 20-300AW-1, 20-300AX-1, 20-300AY-1, 20-300AZ-1, 20-300BA-1, 20-300BB-1, 20-300BC-1, 20-300BD-1, 20-300BE-1, 20-300BF-1, 20-300BG-1, 20-300BH-1, 20-300BI-1, 20-300BJ-1, 20-300BK-1, 20-300BL-1, 20-300BM-1, 20-300BN-1, 20-300BO-1, 20-300BP-1, 20-300BQ-1, 20-300BR-1, 20-300BS-1, 20-300BT-1, 20-300BU-1, 20-300BV-1, 20-300BW-1, 20-300BX-1, 20-300BY-1, 20-300BZ-1, 20-300CA-1, 20-300CB-1, 20-300CC-1, 20-300CD-1, 20-300CE-1, 20-300CF-1, 20-300CG-1, 20-300CH-1, 20-300CI-1, 20-300CJ-1, 20-300CK-1, 20-300CL-1, 20-300CM-1, 20-300CN-1, 20-300CO-1, 20-300CP-1, 20-300CQ-1, 20-300CR-1, 20-300CS-1, 20-300CT-1, 20-300CU-1, 20-300CV-1, 20-300CW-1, 20-300CX-1, 20-300CY-1, 20-300CZ-1, 20-300DA-1, 20-300DB-1, 20-300DC-1, 20-300DD-1, 20-300DE-1, 20-300DF-1, 20-300DG-1, 20-300DH-1, 20-300DI-1, 20-300DJ-1, 20-300DK-1, 20-300DL-1, 20-300DM-1, 20-300DN-1, 20-300DO-1, 20-300DP-1, 20-300DQ-1, 20-300DR-1, 20-300DS-1, 20-300DT-1, 20-300DU-1, 20-300DV-1, 20-300DW-1, 20-300DX-1, 20-300DY-1, 20-300DZ-1, 20-300EA-1, 20-300EB-1, 20-300EC-1, 20-300ED-1, 20-300EE-1, 20-300EF-1, 20-300EG-1, 20-300EH-1, 20-300EI-1, 20-300EJ-1, 20-300EK-1, 20-300EL-1, 20-300EM-1, 20-300EN-1, 20-300EO-1, 20-300EP-1, 20-300EQ-1, 20-300ER-1, 20-300ES-1, 20-300ET-1, 20-300EU-1, 20-300EV-1, 20-300EW-1, 20-300EX-1, 20-300EY-1, 20-300EZ-1, 20-300FA-1, 20-300FB-1, 20-300FC-1, 20-300FD-1, 20-300FE-1, 20-300FF-1, 20-300FG-1, 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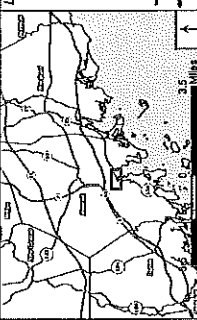
TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

WILLIAM L. WELLS, CIV. E.N.C. (P2008)

ANY ORIGINAL OR DUPLICATE OF THIS MAP IS NOT VALID UNLESS IT BEARS THE SIGNED SEAL OF THE SURVEYOR WHOSE REGISTRATION APPEARS ABOVE. NO OTHER CERTIFICATION OR WARRANTY IS EXPRESSED OR IMPLIED.



- Legend**
- Proposed Overhead Structure
 - Existing Overhead Structure
 - Existing to be Removed
 - Existing Eversource Overhead Structure to be Modified
 - Railroad Catenary System to be Modified
 - Overhead Eversource Line
 - Proposed Underground Eversource Line Route
 - Proposed Pips String
 - Proposed Horizontal Directional Drilling (HDD) Eversource Relocation Line Route
 - Proposed HDD Entry/Exit
 - Proposed HDD Equipment Vault
 - Proposed Construction Area
 - Proposed Vegetation Removal
 - Trees To Remain
 - Deflected Tidal Wetland Line
 - Tidal Wetland Vegetation
 - Intertidal Flats
 - Approximate Parcel Boundary
 - Park
 - Railroad



HDD RELOCATION ROUTE
EVERSOURCE NORWALK BRIDGE
TRANSMISSION RELOCATION PROJECT
CIRCUITS 102B AND 114B REROUTE
NORWALK, CONNECTICUT

EVERSOURCE ENERGY
ALL-POINTS TECHNOLOG CORPORATION

Date: July, 2022

1 inch = 250 feet
 0 125 250 Feet

Base Map: CTECO 2019 Aerial Imagery

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**ACTION
7:30 PM EST**

**September 27, 2022
COUNCIL CHAMBERS**

4c. Flax Hill Park, amount not to exceed \$132,268.40 from ARPA Account: 134010-5796-ARP01.

AUTHORIZED

4d. Authorize the Director of Recreation and Parks, or his designee, to issue change orders on the renovation of Devon's Place Playground in an amount not to exceed \$31,658.00 from the same Capital account.

AUTHORIZED

5. Authorize the Purchasing Agent to issue a purchase order to Gengras Ford in an amount not to exceed \$142,345.80 for the purchase of three F-250 regular cab 4 by 4 pick-up trucks from ARPA Account: 134010-5796-arp02 of the state contract # 19PSX0161.

AUTHORIZED

6. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Giacorp Contracting, Inc. for Project # RNP 2022-3-Freeze Park Railing Rehabilitation for a sum not to exceed \$129,650.00 (Phase 1 Alternate 2), \$159,569.30 (Phase 2), \$112,418.00 (Phase 3), \$124,193.50 (Phase 4). Account: 0920-6030-5777-C0657 and 0923-6030-5777-C0657.

AUTHORIZED

6a. Authorize the Director of Recreation and Parks to execute change orders on contract with Giacorp Contracting, Inc. for a sum not to exceed \$52,583.08. Account: 0920-6030-5777-C0657 and 0923-6030-5777-C0657

AUTHORIZED

B. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. Authorize the Mayor, Harry W. Rilling, to enter into a lease with the Norwalk Hospital Association for the purposes of installing and maintaining radio communication antenna and equipment on and within existing structures for an Initial Term of 5 years with 5 successive 5-year renewal periods.

AUTHORIZED

C. ORDINANCE COMMITTEE

1. Approve proposed new ordinance to the City Code: Regulation of Cannabis

AUTHORIZED

D. COMMUNITY SERVICES COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary to accept and receive Child Day Care grant funds allocated to the City of Norwalk from the State of Connecticut, Office of Early Childhood (OEC) for State Fiscal Year 2023 and 2024.

AUTHORIZED

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT - 8:45pm

Gengras Ford, LLC

225 New Britain Avenue
 Plainville, CT 06062
 Phone: 860.727.6302
 www.gengras.com



Quote Number: 221108001

Fleet Nr:

STATE CONTRACT NO: 19PSX0161

Make	MY	Model	Contract Price
Ford	2023	F-250 Reg cab 4x4 (F2B) - 142" wheelbase	\$ 43,959.00

All specifications are subject to verification of manufacturer's published standard and optional equipment. Vehicle to include all manufacturers standard equipment plus the following options:

	Option Code	Description	List Price
1	W6	Green Gem	\$ 660.00
2	AS	Vinyl 40/20/40 Medium Dark Slate	\$ -
3	99N	7.3L DEC V8 Gas engine	\$ 1,705.00
4	44G	Ten speed Automatic Trans	\$ -
5	600A	XL Package	\$ -
6	STD	Cruise Control	\$ -
7	STD	Trailer Brake Controller (incl. Smart Trailer Tow Connector)	\$ -
8	STD	Power Equipment Group - Manually Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals	\$ -
9	STD	Spare Key - One (1)	\$ -
10	TBM	AT Tires	\$ 165.00
11	X3E	3.73:1 Locking Rear Axle	\$ 430.00
12	18B	Cab Steps	\$ 320.00
13	43C	110 v / 400 watt Inverter	\$ 175.00
14	66S	Upfitter Switches	\$ 165.00
15	67B	HD Alternator - 410 amp	\$ 115.00
16	76C	Back up Alarm	\$ 150.00
17	86M	Medium-duty Battery	\$ 210.00
18	473	Snow Plow Prep	\$ 250.00
19	592	Roof Clearance Lights	\$ 95.00
20			\$ -
21			\$ -
22			\$ -
23			\$ -
24			\$ -
25			\$ -
Total Options per Contract Price (list price)			\$ 4,440.00
Total Factory Options Discount (6%)			\$ (266.40)
Total Options per Contract Price (net price)			\$ 4,173.60

Gengras Ford, LLC

225 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com



Page 2

Quote Number: 221108001

Aftermarket Accessories

	Vendor / Manufacturer	Hours	Description	List Price
1	Truckcraft	2.0	Truckcraft eight foot aluminum dumping platform body per the specifications listed on the following page	\$ 16,072.00
2	Ziebart	2.0	Rustproofing complete underside of chassis cab and frame	\$ 699.00
3		0.0		\$ -
4		0.0		\$ -
5		0.0		\$ -
6		0.0		\$ -
	Total Hours	4.0		
Total Aftermarket Options (list price)				\$ 16,771.00
Total Aftermarket Options Discount (20%)				\$ (3,354.20)
Total Hours x \$130 / hour rate				\$ 520.00
Total Net Aftermarket Options plus Total Labor				\$ 13,936.80

Trade Allowance

Year	Make	VIN	Description / Mileage	Allowance
				\$ -
				\$ -
				\$ -
Total Trade in Allowance				\$ -

Comments:

Factory order. The 2023 Ford government fleet order bank will only be open from November 14th until December 10th for orders. You MUST send Gengras Ford a purchase order before the Ford order deadline. Ford will use an order verification program to validate government orders.

Additional fees / Charges

State of CT Trade in Assessment (Note: Fee is payable to State of CT):		\$ -
Dealer Conveyance Fee (\$799.00)		\$ -
Registration Fee (estimated)		\$ -
DMV Inspection Fee (as required)		\$ -
Total Additional Fees		\$ -
Customer:	City of Norwalk	
FIN Code:	QQ243	
VIN:		
Total (per unit)		\$ 62,069.40
Quantity	3	Grand Total (all) \$ 186,208.20

This quote valid for 30 days from the date created

TRUCK CRAFT ALUMINUM STARLIFTER DUMPING PLATFORM

MODEL TC-515 STARLIFTER

9500# CAPACITY HOIST, DOUBLE ACTING ELECTRIC

81" X 105" OVERALL DIMENSIONS

W/ 100% HEAT TREATED HD ALUMINUM CONSTRUCTION

W/ 6061-T6 ALLOY...@ 37,000 PSI TENSILE STRENGTH

STANDARD CABGUARD, TAPERED

OPTIONAL 6" TAILBOARD ASSEMBLY WITH LED STT & R LED LIGHTS, DIAMOND PLATE

SRW MUDLAPS

BODY UP ALARM

RE-MOUNT FACTORY OEM CAMERA

COMPLETE & INSTALLED	\$	13,120.00
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FORD INTERIM PDI

OPTIONS (SELECT FROM LIST):

☒ 4 CORNER AMBER LED WARNING LIGHTS, WIRED TO UPFITTER SWITCH	\$	1,193.00
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☒ FACTORY OEM HITCH STAYS	\$	NO CHARGE
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☒ 24" BLACK UNDERBODY TOOLBOX DRIVER SIDE	\$	833.00
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☒ 30" BLACK UNDERBODY TOOLBOX PASSENGER SIDE	\$	926.00
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TOTAL MSRP WITH SELECTED OPTIONS =	\$	16,072.00
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**COMMON COUNCIL
NORWALK, CONNECTICUT**

**ACTION
7:30 PM EST**

**September 13, 2022
COUNCIL CHAMBERS**

Recorded In Vol. 8478, Page 249 of The Norwalk Land Records and In connection with Metropolitan Realty Associates, LLC's ELUR Application to DEEP.

AUTHORIZED

3. 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 \$111,246.60. Account No. 09 23 4031 5777 C0313

AUTHORIZED

4. Authorize the Interim Chief of Operations & Public Works, to execute an Order on Contract, to the agreement between the City of Norwalk and Tighe & Bond, Inc., for Construction Inspection/Observation Services, for an amount not to exceed \$151,000.00.

Account No. 09 21 4021 5777 C0440

09 22 4021 5777 C0440

09 23 4021 5777 C0440

09 20 4062 5777 C0361

09 22 4062 5777 C0361

09 23 4062 5777 C0361

09 19 4021 5777 C0021

09 20 4021 5777 C0021

09 21 4021 5777 C0021

09 22 4021 5777 C0021

09 23 4021 5777 C0021

09 14 4021 5799 C0315

09 22 4021 5777 C0315

09 19 4021 5777 C0318

09 21 4021 5777 C0318

09 22 4021 5777 C0318

09 23 4021 5777 C0318

13 40 10 5796 APW01

13 40 10 5796 APW05

13 40 10 5796 A9W06

AUTHORIZED

E. LAND USE & BUILDING MANAGEMENT

- 1a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Tecton Architects to provide Architectural Design Services for the South Norwalk Elementary School project for a total not to exceed \$2,756,981 Acct. #09225010 5777 C0808.

AUTHORIZED

- 1b. Authorize the Office of Building Management to execute Change Orders on Contract for additional design services for a total not to exceed \$100,000 Acct. #09225010 5777 C0808.

AUTHORIZED

2. Authorize to increase the contingency on the contract with G.L. Capasso, Inc. for City Hall Cupola Repair and Painting Project for an additional \$12,927.97. Funds are available in account #'s 0922 7100 5777 C0476 and 0921 7100 5777 C0439.

AUTHORIZED

**CITY OF NORWALK**

PURCHASING DEPARTMENT
CITY HALL
P.O. BOX 5125 - 125 EAST AVENUE
NORWALK, CT 06856-5125
WWW.NORWALKCT.ORG

TEL: (203) 854-7712
FAX: (203) 854-7817
EMAIL: PURCHASING@NORWALKCT.ORG

Bill To 9999

CITY OF NORWALK
PURCHASING DEPARTMENT
P.O. BOX 5125
NORWALK, CT 06856-5125

Ship To 4010
PUBLIC WORKS ADMINISTRATION
CITY HALL - 125 EAST AVE.
PO BOX 5125
NORWALK, CT 06856-5125

PURCHASE AGREEMENT

Fiscal Year 2023 Page 1 of 1

**THIS NUMBER MUST APPEAR ON ALL PACKAGES,
LABELS, INVOICES, ETC.**

Purchase Order Number **02300590**

Purchase Order Date 09/29/2022

Department PUBLIC WORKS-ADMINISTRATION

Vendor 118930

GENGRAS FORD LLC
225 NEW BRITAIN AVE
PLAINVILLE, CT 06062

Forward all invoices, in duplicate, to:
Accounts Payable Dept- City of Norwalk
125 East Ave - Room 233
P.O. Box 5125
Norwalk, CT 06856-5125

AP Invoice & Payment Inquiries: 203-854-7715 or
AccountsPayable@norwalkct.org

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		118930	230704	Purchasing approval	

NOTES

F-550 DUMP TRUCKS

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	(2) F-360 CREW CAB DUMP TRUCKS GL #: 08234031 - 6777 - C0313	2.0000	EACH	\$55,623.3000	\$111,246.60
	08234031 - 6777 - C0313				\$111,246.60

IMPORTANT THE TERMS ON THE REVERSE SIDE AND/OR AS REFERENCED IN THE DESCRIPTION AREA ARE
PART OF THIS ORDER. DO NOT ACCEPT THIS ORDER UNLESS YOU AGREE THAT THESE TERMS PREVAIL
OVER ANY INCONSISTENT PROVISIONS CONTAINED IN YOUR ORDER.

Approver Name: Sharon Connors

Approval Date: 09/21/2022

PURCHASING AGENT

Total Ext. Price \$111,246.60

Purchase Order Total \$111,246.60

Gengras Ford, LLC

226 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com



Quote Number: 221107011

STATE CONTRACT NO: 19PSX0161

Make	MY	Model	Contract Price
Ford	2023	F-350 DRW Crew Cab CC 4x2 (W3G) - 179" wheelbase, 60" CA	\$ 47,151.00

All specifications are subject to verification of manufacturer's published standard and optional equipment. Vehicle to include all manufacturers standard equipment plus the following options:

	Option Code	Description	List Price
1	W6	Green gem	\$ 660.00
2	AS	Vinyl 40/20/40 Med Dark Slate	\$ -
3	99N	7.3L V-8 Engine	\$ -
4	44G	Transmission - Ten-Speed Automatic Transmission with Neutral Idle and Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul • Transmission Power Take-Off Provision	\$ -
5	WB	145" WB, 60" CA	\$ -
6	STD	Cruise Control	\$ -
7	STD	Trailer Brake Controller (Incl. Smart Trailer Tow Connector)	\$ -
8	STD	Power Equipment Group - Manually Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals	\$ -
9	STD	Spare Key - One (1)	\$ -
10	473	Snow Plow Prep	\$ 250.00
11	86M	Dual Batteries	\$ 210.00
12	67B	Alternator - 410 amp	\$ 85.00
13	43C	110 v / 400w Inverter	\$ 175.00
14	76C	Back up Alarm	\$ 150.00
15	41P	Skid Plates	\$ 100.00
16	18B	Molded Cab Steps	\$ 320.00
17	512	Spare Tire & Wheel	\$ 350.00
18	TBM	AT Tires	\$ 165.00
19	X4N	4.10:1 Limited Slip Rear Axle	\$ 430.00
20	61L	Wheel Liners - front	\$ 180.00
21			\$ -
22			\$ -
23			\$ -
24			\$ -
25			\$ -
Total Options per Contract Price (list price)			\$ 3,075.00
Total Factory Options Discount (6%)			\$ (184.50)
Total Options per Contract Price (net price)			\$ 2,890.50

Gengras Ford, LLC
 225 New Britain Avenue
 Plainville, CT 06062
 Phone: 860.727.6302
 www.gengras.com



Page 2

Quote Number: 221107011

Aftermarket Accessories				
	Vendor / Manufacturer	Hours	Description	List Price
1	Reading Body	2.0	9' Dump Body per the specifications on the following page	\$ 21,210.00
2	Other	2.0	Ziebart undercoating	\$ 899.00
3		0.0		\$ -
4		0.0		\$ -
5		0.0		\$ -
6		0.0		\$ -
Total Hours		4.0		
Total Aftermarket Options (list price)				\$ 22,109.00
Total Aftermarket Options Discount (20%)				\$ (4,421.80)
Total Hours x \$130 / hour rate				\$ 520.00
Total Net Aftermarket Options plus Total Labor				\$ 18,207.20
Trade Allowance				
Year	Make	VIN	Description / Mileage	Allowance
				\$ -
				\$ -
				\$ -
Total Trade In Allowance				\$ -
Comments: Factory order. The 2023 Ford government fleet order bank will only be open from November 14th until December 10th for orders. You MUST send Gengras Ford a purchase order before the Ford order deadline. Ford will use an order verification program to validate government orders.			Additional Fees / Charges	
			State of CT Trade In Assessment (Note: Fee is payable to State of CT):	\$ -
			Dealer Conveyance Fee (\$799.00)	\$ -
			Registration Fee (estimated)	\$ -
			DMV Inspection Fee (as required)	\$ -
			Total Additional Fees	\$ -
Customer:	City of Norwalk			
FIN Code:	QQ243			
VIN:				
Total (per unit)				\$ 68,248.70
Quantity	1		Grand Total (all)	\$ 68,248.70

This quote valid for 30 days from the date created

TRUCK BODIES 9FT 2/3 YARD - DUMP BODY

STANDARD FEATURES – REQUIRED 60" C/A DRW

CS615T-EMDA 10.3 TON CAPACITY SCISSOR HOIST, ELECTRIC DOUBLE ACTING

12" HIGH SIDES WITH (2) VERTICAL BRACES

18" HIGH TAILGATE, FULLY BOXED WITH (2) VERTICAL BRACES

18 CAB PROTECTOR, W/ SCREEN WINDOW

QUICK RELEASE SCREW PIN STYLE UPPER TAILGATE RELEASE SYSTEM

10 GAUGE STEEL FLOOR WITH FORMED INNER SIDE WALLS

12 GAUGE STEEL OUTER SIDE WALLS WITH FULLY BOXED TOP RAILS

DIRT SHEDDING OUTER RAILS

6" HIGH SIDE BOARD POCKETS FRONT & REAR

6" STRUCTURAL CHANNEL LONGSILLS

3" STRUCTURAL CHANNEL CROSSMEMBERS 12" ON CENTER

FULL DEPTH REAR CORNER POSTS

LED MARKER LIGHTS, BACK UP ALARMS-STD.

150 AMP RESETABLE CIRCUIT BREAKER

REAR MUD FLAPS, SPREADER CHAINS WITH CHAIN COVERS,

BODY FACTORY PRIMED & PAINTED BLACK URETHANE

COMPLETE, INSTALLED

\$17,024.00

FOB SALEM, MA

FORD INTERIM PDI

OPTIONS

☒ AMBER LED WARNING LIGHTS, WIRED TO UPFITTER SWITCH

\$1,900.00

(2) MOUNTED TO REAR OF BODY, FACING REAR

(2) MOUNTED TO CAB SHIELD, FACING FORWARD

(2) MOUNTED TO CAB SHIELD, FACING SIDES

☒ MANUAL LOAD COVER, WITH POLY MESH TARP

\$726.00

☒ HD TOW PLATE, D RINGS, 7 POLE RV, 2" RECEIVER TUBE

\$1,193.00

☒ INSTALL FORD OEM CAMERA (ORDER CODE 872)

\$200.00

☐ BACK UP ALARM

\$114.00

☒ BODY UP ALARM

\$167.00

TOTAL MSRP WITH SELECTED OPTIONS =

\$21,210.00



CITY OF NORWALK
Norwalk Police Department

To: Common Council Members

From: Deputy Chief Susan Zecca

Re: Common Council Authorization

Date: November 20, 2022

The Norwalk Police Department was approved for Capital Budget funding for the replacement of the department's firing range system. The current system was installed when the Police Department was built in 2005 and is no longer fully operational and cannot be repaired. The vendor selected participates in the GSA contract #GS-07F-0482F.

As part of our ongoing Public Safety radio system project, we are looking to replace the physical dispatch workstations within the Combined Dispatch Center. The current consoles were installed when the building was built in 2005. They are worn and some of the parts have broken and cannot be fixed. The vendor selected participates in the HGAC contract # EC07-20. The funding is approved in the Capital Budget.

Mutualink Inc. has the state contract to provide software and hardware for interoperability of video and radio communications between the police departments and community colleges. They are now expanding to local school systems. The software for the Norwalk Police Department Combine Dispatch Center has been provided through a State Grant. Once the grant expires, there will an annual service fee if the state does not issue another grant. We are looking to sign an agreement with Mutualink for the installation and service of their interoperability products.

At the November 8, 2022 Common Council meeting, authorizations to apply for, accept and implement funding from the State of Connecticut Department of Transportation, FFY 2023 Comprehensive DUI Enforcement program, for the amount not to exceed \$50,000 was approved. Since that time, the Police Department was advised that additional funding is available. Therefore, we are requesting a technical correction to those authorizations to increase the amount to \$70,000.

The police department is seeking the following authorizations:

- 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 and 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 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



PROPOSAL

ACTION TARGET PROPOSAL

Thank You,

For allowing Action Target the opportunity to quote your range project. With over 35 years of experience, we appreciate you trusting us to meet the challenges of building your ideal facility.

Norwalk PD

GSA Quote - GSA Contract No. GS-07F-0482F

Quotation Number: 131221

Prepared by: Rex Shields

Email: rexs@actiontarget.com

Phone: 801-705-9144



3411 Mountain Vista Pkwy, Provo Ut 84606
ActionTarget.com | 888.377.8033

PRICING TABLE	Price
Indoor Range: 6 lanes, ~24' wide, 25 yd shooting distance	\$140,765.00
<u>(6) Pilot Target Retrievers</u> - 360 degree turning - Target lights (LED White & Police Strobe) - LCD local touch screen control in each booth - No drive cable downrange - Pre-programmed training drills with ability to program custom drills - Target viewing camera mounted to trolley - Hidden Target Clamp - Smart Range Axis Master Control Screen w/ wireless tablet controls - Strike Watch Technology to protect retriever from errant shots - Tablet Controlled	
<u>Installation & Shipping</u> - Includes Full Action Target Installation at Prevailing Wages - Includes Shipping to destination - Also includes demolition and removal of existing target retrievers - Reutilizes existing target track that is currently installed in the range	
Price assumes Tax Exemption. Taxes to be added if not tax exempt.	
Exclusions: Permits, Conduits, Electrical Requirements, Data Cabling, Network Service, Offloading of Material, Overhead Structure, Disposal of existing targets.	
Trusted Partner 3-Year Warranty - Comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects.	\$0.00
Total	\$140,765.00

TERMS & CONDITIONS

Action Target Inc. may be referred to as "Action Target" or "ATI" throughout this proposal.

PROPOSAL DATE 11/1/22

PROPOSAL VALIDITY 30 days from 11/1/22

PAYMENT TERMS

1. 25% (twenty five percent) of the Total Contract Value shall be paid as a down payment
2. 25% (twenty five percent) of the Total Contract Value shall be paid upon completion of ATI final drawings
3. 40% (forty percent) of the Total Contract Value shall be paid upon delivery of the materials.
4. 10% (ten percent) of the Total Contract Value shall be paid upon job completion and sign off.
5. ATI reserves the right to adjust installation costs based upon the actual site conditions encountered.
6. Price applies to range equipment and systems only. It does not include site preparation, construction, trusses/baffle supports, electrical, conduit, or any other work not directly contained in ATI's scope of work.

SHIPPING TERMS

1. FOB destination: prepaid.
2. Shipping costs are estimates and subject to change; actual shipping costs will be subject to availability and rates at time of purchase.

DELIVERY & INSTALLATION TERMS

1. Manufacturing shall take no fewer than 16 weeks.
2. Full Factory Installation

**EXCLUSIONS OR
CUSTOMER
RESPONSIBILITIES**

1. Engineered stamped drawings (if required).
2. Permits, bonds (when applicable) licenses, special insurance requirements, regulatory costs, or any other special fees unknown at this time.
3. Concrete work including slabs, footings, and walls, floor trenching (if applicable).
4. Structural work of any kind, including structural supports.
5. Engineering of ceiling or roof structures, trusses, beams cross-members, or columns to accommodate baffles, trap, target systems, and lighting weight loads. Buyer to verify the ceiling structure within the range is capable of supporting the new range equipment. Weights and load points will be provided in ATI drawings for utilization by the general contractor, engineer or architect.
6. Buyer to verify the ceiling structure within the range is capable of containing any errant type secondary bullet impacts.
7. Drop ceiling behind the safety ceiling at the firing line or other light fixtures in this area.
8. HVAC systems, unless included specifically in this quote.
9. Temporary lighting and power (including 3 phase, if necessary).
10. Supplying of electrical services, electrical outlets, conduit(s), CAT5 cable/jacks, junction boxes, disconnects, stub-outs and lighting of any kind.
11. All conduit, A.C. wiring, A.C. Electrical Connections, lighting, and any duct work is specifically excluded from this proposal and scope of work. If conflict with HVAC, Plumbing or Electrical equipment occurs, it will be the owner's/contractor's responsibility to resolve issues in a timely manner. Any delays from these may require a change order for additional install time.
12. Range lighting controls and wiring (unless specifically called out in quote).
13. Lead control & reclamation prior to, at the time of install, or thereafter.
14. Gas piping or other plumbing.
15. Cutting, coring, sealing and/or patching of any wall surfaces, roof surfaces, and or concrete (if applicable).
16. Additional fees related to "customization" of product or work otherwise identified as "custom".
17. Any other work, materials or equipment that is not expressly included in the ATI Work.
18. Disposal of construction waste.

**CONFIDENTIALITY
COPYRIGHT &
REPRODUCTION**

This proposal is submitted by Action Target Inc. Any and all information, drawings, specifications and other design documents contained herein is the property of Action Target Inc. and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this quote.

**TERMS & CONDITIONS
CLAUSE**

This is a summary of standard Action Target Inc. Terms and Conditions. Action Target Inc. reserves the right to change, modify or add to these Terms and Conditions in the final customer contract.

TRUSTED PARTNER WARRANTY™

3-YEAR COMPREHENSIVE COVERAGE

Action Target's 3-year Trusted Partner Warranty is peace of mind for gun ranges. It is uninterrupted training for those that serve. It is a resounding pledge from Action Target to its customer's success as the Trusted Partner at Every Level™.

Our Promise

The comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects.



LEARN MORE

ActionTarget.com/TrustedPartnerWarranty

CORE PRODUCTS COVERED

- Genesis™ Target Retriever
- Pilot™ Target Retriever
- SmartRange Axis™ Range control
- DRM Pro™
- Shooting Stalls
- Rubber Berm Trap
- Line of Fire™
- Vortex™ Steel Trap
- Baffles and Deflectors
- Turning targets
- Auto Targets™
- MATCH™
- TAC House™



Customer Support

24/7 Support | Remote Access | Inventory | Nation-Wide Reps | 3-Year Warranty

Action Target is always on call to help with warranty issues. Many items are remotely accessible, allowing us to quickly trouble shoot. We also maintain inventory to minimize service time.



PILOT™

SIMPLE, SMART, WIRELESS

The Pilot satisfies the need for a robust wireless retriever at a reduced cost. Options include simple out and back functionality or 360 turning with pre-loaded games and training drills. An integrated camera and target lighting provide an enhanced shooter's experience.

Strike Watch™ Technology

Pilot incorporates Strike Watch technology to detect strikes on the carrier, automatically protecting your investment. When shot, all lights strobe and the shooter is warned. After subsequent strikes on the carrier, the session is terminated.

Low-Maintenance Design

Pilot is a wireless target retriever, eliminating the need for cables and bus bars downrange. In addition, it features a hidden clamp and a front shield made from 3/8" AR500 steel. These features eliminate expensive repairs, ensuring low cost of ownership.

Streamlining Technology

The Pilot interface was specifically designed for intuitive out and back navigation. It also displays the target on the local control screen.

Action Target Connected

Pilot is connected to SmartRange Axis™ range control software through Action Target's cloud network. This allows Action Target to update content remotely, troubleshoot on the fly, and provide expedited customer support.

Hidden Clamp

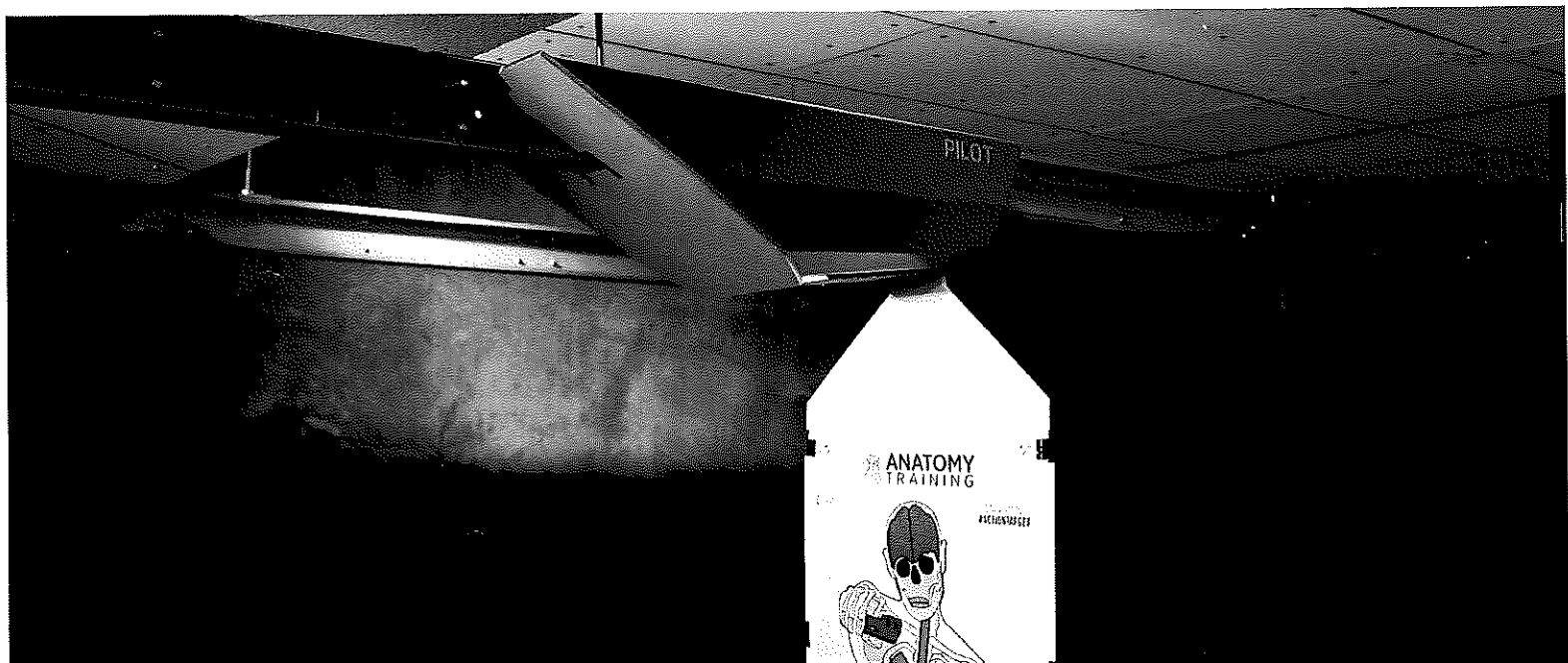
The 360° turning clamp is concealed inside the carrier. This eliminates expensive and time-consuming maintenance, which is a common requirement for exposed metal downriggers. An economic 2-part backer interfaces with the clamp, enabling dynamic target presentation.



LEARN MORE
ActionTarget.com/Pilot

FEATURES

- SmartRange Axis Compatible
- Strike Watch Technology
- 100% Wireless functionality
- Integrated target camera
- Hidden Target Clamp
- Integrated Target Lighting: White & Police strobe
- Easy-to-use Control Interface
- Plug and Play Upgrades
- 3/8" AR500 Steel Deflector Plate
- 360 Turning Optional Feature





DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 11/2/2022

DEPARTMENT: Police Dept.

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) <u>GSA Contract No. GS-07F-0482F</u>
☐	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: 140,765.00 MUNIS Account: 09223010-5777-C0793

VENDOR: Action Target

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Sharon Conners Digitally signed by Sharon Conners Date: 2022.11.02 13:18:01 -04'00'	X	Supports	
Purchasing Agent Name		Does Not Support	Department Head Name
		Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Chief Thomas Kulhawik
Date	X		Date 11/2/2022

JUSTIFICATION:

SEE BELOW:

- Why they cannot go out bid/RFP, what makes this vendor so special? This is a system upgrade to the target system currently installed on the range. Action Target was the manufacturer of the previous target system and this new target system is an upgrade to the old target system, reutilizing some of the existing parts currently installed on the range, which saves money. Furthermore, the new targets include some features that are not offered by any other competitor on the market including: (1) target viewing camera, (2) Strike Watch technology which allows the range to see if someone shoots the target carrier, and (3) Hidden target clamp that turns 360°.
- Who are their competitors and why / or why not that we can use them? InVeris Training Solutions out of GA and Savage Range Systems out of MA. Neither of these companies offers a target with the same features as the Action Target Pilot retrievers. Furthermore, neither competitor can offer an upgrade to the target system currently installed as they didn't produce the target system in the first place. Again this is not a complete replacement but a system upgrade.
- What is this equipment being used for? Enhancing the targets in the police department shooting range to include the latest technology. This benefits the PD in a few ways. Allows them the ability to increase the level of their training and enhance their decision making skills. Saves the PD money in the future by reducing maintenance costs because the current system is a out-of-date target system that is no longer produced or even supported by Action Target. The parts used inside the current target system are parts that are no longer offered on the market.
- Is Action Target contracted with any State Contracts or Cooperative Purchasing Associations so that the City of Norwalk can leverage, so we have better pricing? Yes, Action Target is on the GSA contract. Many municipalities purchase these targets off the GSA. The current quote already follows GSA pricing. The Action Target GSA contract number is GS07F0482Y.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

Dispatch Console Furniture Services Agreement

price list for that newly scheduled date. Please see 3.23 for schedule and Installation timeframe.

1.5 The Contract documents are as follows. This agreement and any amendments to it include;

- Attachment A – Quotation #31535B
- Attachment B – Drawing Norwalk PD 0026837B R2

ARTICLE 2: EQUIPMENT AND SERVICES TO BE PROVIDED.

2.1 The specifications in this Agreement identify the type of console furniture equipment **CUSTOMER** is purchasing and installing.

2.1.1 **CUSTOMER** shall designate one employee as the Project Director who shall act with and on behalf of **CUSTOMER**. That employee shall be **Lt. Terry Blake**. The Contractor, his employees and associates shall coordinate work schedules with the Project Director, Mr. Kelley Smith.

2.1.2 The Contractor shall provide all hardware, system engineering, software, material and labor necessary to deliver, install and test, fully operational console furniture equipment. Delivery and installation is to be at **CUSTOMER** located at 1 Monroe Street, Norwalk, CT 06854. The Contractor shall be responsible for installing the dispatch console furniture in the location(s) indicated, and as directed by the Project Director.

2.2 **WORK INCLUDED:** All necessary and incidental equipment needed in order to meet the requirement for a complete installation in full compliance with specifications and approved drawings shall be supplied by the Contractor. The Contractor is responsible for verifying the completeness of any parts lists, the correctness of any type numbers and the overall suitability of the equipment to meet the main purpose of this Agreement.

ARTICLE 3: GENERAL TERMS

3.1 **LICENSES, PERMITS AND APPROVALS:** The Contractor shall obtain and pay for all

Dispatch Console Furniture Services Agreement

permits, licenses and approvals necessary for the execution of the Contract and shall comply with all of the laws, ordinances, rules, orders, and regulations relating to performance of work.

3.2 SHIPMENT OF EQUIPMENT: The Contractor shall assume all risk and bear all costs for all equipment until it has been delivered to **CUSTOMER** premises. The Contractor shall unpack and inspect all equipment to verify it is free of physical defects.

3.3 STORAGE OF MATERIALS: **CUSTOMER** will provide a reasonable level of security for storage after delivery by Contractor and prior to final acceptance. It shall be the Contractor's responsibility for storage of any materials and **CUSTOMER** will not be responsible for loss of, or damage to materials, tools, appliances, or other causes unless such loss or damage results from negligence of **CUSTOMER**.

3.4 ASSIGNMENT OF CONTRACTUAL RIGHTS: It is agreed that the Contractor shall not assign, transfer, convey, or otherwise dispose of the Agreement or its right, title or interest in or any part thereof, without previous written consent of **CUSTOMER** and any sureties.

3.5 PAYMENTS: The Contractor may submit billing invoices based on the following schedule: 1% 20, Net 30 day terms. For this HGAC contract, a signed LOI requested by HGAC is required in the absence of a Purchase Order.

3.6 TITLE FOR EQUIPMENT: Title passes to Customer upon final sign-off, acceptance and payment in full. No written title document need be supplied by the Contractor.

3.7 EXTRA WORK: No claims for extra work will be allowed unless same shall have been previously ordered by **CUSTOMER** in a written change order.

3.8 TAX EXEMPT STATUS: This project is not tax exempt. Taxes will be estimated on invoice and final amount calculated on day of invoice.

3.9 DELIVERY REQUIREMENTS - CONTRACTOR RELEASE: Contractor shall be excused from performance during the time and to the extent they are prevented from obtaining, delivering, or performing in the customary manner, by acts of God, fire, war, strike, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Contractor shall provide **CUSTOMER** satisfactory evidence that non-performance is due to other than fault or negligence on

Dispatch Console Furniture Services Agreement

their part.

3.10 TESTING: All equipment to be supplied under this Contract shall be tested in the factory of manufacture by the original equipment manufacturer before shipping. **CUSTOMER** reserves the right, at **CUSTOMER** expense, to personally witness and participate in the factory testing.

3.11 CLEANING: Each day during the installation, the Contractor shall keep clean the portion of the premises where work is being done and remove from the premise any trash, litter, packing, or other materials that result from the performance of the Agreement.

3.12 CONTRACT MANAGEMENT: The Contractor shall appoint a Project Manager who shall be responsible for the progress and quality of all work to be performed, and be available for discussions, when requested by the Project Director, concerning the fulfillment of the Agreement. Official documents addressed to the Contractor will be delivered to the Project Manager by the Project Director. The Project Manager shall be available for work on this project at the time of signing the Agreement.

3.13 NOTICE AND SERVICE THEREOF: Any notice to the Contractor from **CUSTOMER** relative to any part of this agreement shall be considered delivered and the service thereof completed when said notice is posted by certified mail to the said Contractor at its last given address or delivered in person to said Contractor or its Project Manager on the job.

3.14 EQUIPMENT AND INSPECTION: The duty for determining rejected or defective equipment shall rest equally upon the Contractor and **CUSTOMER** and faulty equipment and defective work may be rejected at any time before the final completion and acceptance of the work.

3.15 INSURANCE: If required and upon request by **CUSTOMER** Contractor can provide a certified proof of insurance. The certificate will follow these terms and requirements.

Work shall not commence until all necessary insurance requirements have been met and certificates thereof have been filed with **CUSTOMER**. All certificates of insurance shall be made out to **CUSTOMER** and submitted to **CUSTOMER** prior to the signed Agreement.

Dispatch Console Furniture Services Agreement

The insurance required below shall remain in effect throughout the term of this Agreement, and must not be allowed to lapse by the Contractor.

The Contractor shall require that all Subcontractors, including individuals hired as Independent Contractors, also maintain the insurance required below. The Subcontractors, and individuals hired as Independent Contractors, shall provide certificates of insurance to the Contractor, and the Contractor shall provide copies of those certificates to the City before the Subcontractor begins work.

Renewal certificates, for the Contractor, all Subcontractors, and all Independent Contractors, shall be submitted to **CUSTOMER** for policies which expire during the term of this agreement, or work may be stopped or payment delayed by **CUSTOMER**.

Insurance Requirements

The Contractor agrees it will defend, indemnify and hold harmless **CUSTOMER**, its officers and employees against any and all liability, loss, costs, damages and expenses which **CUSTOMER**, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's performance or failure to adequately perform its obligations pursuant to this Agreement.

The Contractor further agrees that in order to protect itself as well as **CUSTOMER** under the indemnity provision set forth above, it will at all times during the term of this Contract keep in force:

1. Comprehensive General Liability Insurance Policy with minimum limits of \$1,000,000 combined single limit (CSL), with coverage pertaining to operation and premises of Contractor;
2. Automobile Liability Insurance including owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this;
3. Workers Compensation Insurance.
4. Prior to the effective date of this Agreement, and as a condition precedent to this Agreement, the Contractor will furnish the Owner with certificates of

Dispatch Console Furniture Services Agreement

insurance listing **CUSTOMER** as Additionally Insured.

3.16 **LAW OF THE STATE OF COLORADO:** This Agreement is entered into within the State of Colorado, and the law of said state, whether substantive or procedural, shall apply to this Agreement, and that all statutory, charter and ordinance provisions that are applicable to public Contracts in the City and the State of Colorado shall be followed with respect to this Agreement.

3.17 **RECORDS - AVAILABILITY AND RETENTION:** Pursuant to Colorado Statutes, the Contractor agrees that **CUSTOMER**, the **CUSTOMER's** Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

3.18 **NON-DISCRIMINATION:** During the performance of this Agreement, the Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, sexual orientation, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

3.19 **MERGER AND MODIFICATION:** It is understood and agreed that the entire Agreement between the parties is contained here, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

3.20 **INDEPENDENT CONTRACTOR:** Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures within **CUSTOMER**. No tenure or any rights or benefits including Workers Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA,

Dispatch Console Furniture Services Agreement

or other benefits available **CUSTOMER** employees, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

3.21 **WARRANTY:** The Contractor shall warrant to **CUSTOMER** that the equipment to be delivered shall conform to the specifications and be free from defects in materials and workmanship.

3.21.1 **Time of Warranty:** The Contractor shall warrant all materials and workmanship supplied for a period of five years from the date of final completion and acceptance of the total complete work by **CUSTOMER** or beneficial use and occupancy of the furniture whichever occurs first. If, however, **CUSTOMER** has purchased under 2021 pricing or newer for a ten-year term warranty OR has purchased by line-item an additional warranty, the warranty period will be expanded to the appropriate term. This information is noted on the attached Quote.

3.21.2 **Design Performance:** The Contractor shall warrant that the equipment is capable of performing satisfactorily under normal operating conditions at specified equipment ratings and capacity. The Contractor shall warrant that the equipment supplied is free from imperfections in design, materials or construction which would create hazards.

3.22 **TRAINING AND DOCUMENTATION:** The Contractor shall provide on-site training and instruction for **CUSTOMER** employees covering the operation of the console work position features including, but not limited, to the adjustable monitor surface and the adjustable writing and keyboard surface. The Contractor shall also provide the Owner with any and all pertinent documentation describing the features and operation for the console work positions.

3.23 **SCHEDULE: C** **CUSTOMER** will provide a date a minimum of ninety (90) calendar days in advance when installation is to begin. The Contractor is to complete installation within approximately 10 calendar days after that date unless the project plan or negotiated agreement state differently. That date will be approximately March 7, 2023 with a completion by April 4, 2023. These dates to be discussed and confirmed with Xybix Project Manager. If a change in the scheduled installation date must occur, **CUSTOMER** and Contractor will agree to those changes in writing. Changes to the scheduled installation date that are greater than 120 calendar days beyond the original scheduled installation date listed in paragraph

Dispatch Console Furniture Services Agreement

3.23, will result in a requote and reinvoice of the labor, freight, and product at the current price list for that newly scheduled date.

3.24 The prices, terms, and conditions of this contract may be extended to other governmental agencies at the mutual agreement of both the agency and the Contractor. All requirements of the specifications, purchase order, invoices, and payments with the other agencies would be executed directly between the Contractor and the using agency.

ARTICLE 4: CONSOLE FURNITURE GENERAL REQUIREMENTS

4.1 NEW EQUIPMENT: All equipment and materials shall be new, and shall be the best of their respective kinds, free of corrosion, scratches, or such other defects as to present anything other than a new appearance. This agreement defines the minimum technical requirements and parameters for all console furniture units for the **CUSTOMER** Center.

4.1.1 Current Design: The electronic equipment to be installed by others in the console furniture will be modular and reflect current concepts in dispatch center design.

4.1.2 Standards: The console furniture shall meet or exceed the latest applicable ADA, BIFMA, and ANSI/HFES100-2007 Ergonomic Standards. All panels and equipment mounting rails shall conform to EIA standards.

4.2 MECHANICAL REQUIREMENTS: The radio communications console furniture shall have an electrically adjustable keyboard shelf/writing surface independent of the monitor surface and an electrically adjustable monitor surface.

4.2.1 Construction: If selected, the console furniture panel enclosure shall consist of a 14 ga. welded and powder coated painted steel framework with 20 ga. steel (fabric/acoustical) tiles or panel segments attached to both sides to form a strong and attractive enclosure system. The acoustical panels shall use Class A flame spread fabrics and all panel system components shall be of non-combustible construction. Console furniture must be designed so it can be disassembled and reconfigured in the field.

Dispatch Console Furniture Services Agreement

4.2.2 Colors and Finish: The consoles shall have colors and finishes as follows:

Panel Trim : Black
Interior Upper Panel : CF
Stinson Aerie Ink AIE70
Interior Lower Panel : CF
Stinson Aerie Ink AIE70
Exterior Upper Panel : CF
Stinson Aerie Ink AIE70
Exterior Lower Panel : CF
Stinson Aerie Ink AIE70
Counter Top : Dackor Rock,
Concrete A017
Door & Drawer Front : surf(x)
Matte Luxe, Charcoal 537348
Cabinet : Panolam Storm TFL
S565
Edgeband : Panolam Storm
TFL match
Handle : Eagle Silver

4.2.3 Work Surface: The Contractor shall provide a vertically adjustable, electric powered, keyboard/writing surface. The writing/keyboard surface shall be vertically adjustable with a lifting capacity of 350 pounds. The top of the writing surface shall be at a height from the floor of 23 inches when at the lowest vertical setting. The highest vertical setting shall be 50 inches allowing an operator to work comfortably while in a standing position.

4.2.4 Monitor Surface: The Contractor shall provide a vertically adjustable, electric powered, monitor surface. The monitor surface shall be vertically adjustable with a lifting capacity of 350 pounds. The top of the monitor surface shall be at a height from the floor of 23 inches when at the lowest vertical setting. The highest vertical setting shall be 50 inches allowing an operator to work comfortably while in a standing position.



Dispatch Console Furniture Services Agreement

4.3 Stability: The console furniture shall be designed to prevent the console from tipping over due to high loads on the writing/keyboard or monitor surfaces or elsewhere. The consoles shall be capable of resisting a static load anywhere on the writing surface of 500 lbs. without damage resulting. Support legs shall not interfere with operator feet.

4.4 Leveling: The bottom of the console furniture shall be equipped with leveling devices that the Contractor shall use at the time of installation to provide a writing surface that is essentially level even if there is a slight variation from level in the flooring.

4.5 Task Lighting: If selected, each of the indicated consoles shall be equipped with a Contractor provided, installed and connected articulating task light, equipped with LED light bulbs as per approved drawings.

4.6 Axys or MyClimate Personal Environments Circulated Air System: If selected and per the drawings in Attachment B, the Contractor shall provide and install an Axys or MyClimate Personal Environments System for each of the console furniture positions.

4.7 Focal Depth adjustment. LCD monitors can be placed on a RollerVision focal depth adjuster which provides 10 inches of easy manual adjustment from 20" minimum to 30 maximum.

4.8 Drawings: Contract drawings as approved by Customer shall be the basis for all materials provided and for installation of consoles in the space provided. It is the responsibility of **CUSTOMER** to verify with Contractor that all equipment is accounted for.

Contractor having signed this Agreement, and the **CUSTOMER** officials having duly approved this contract on the ____ day of ____, 2022, and pursuant to such approval and the proper **CUSTOMER** officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

Approved as to form:





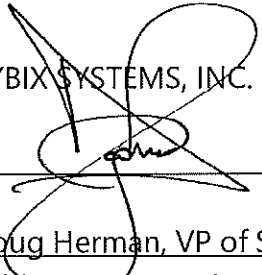
Dispatch Console Furniture Services Agreement

CUSTOMER

Representative, Title

Date: _____

XYBIX SYSTEMS, INC.



Doug Herman, VP of Sales
Xybix Representative, Title

Date: November 18, 2022



Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
JudiJ



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QUOTE TO:

Acct: NORPOLNOCT

Norwalk Police Department
1 Monroe Street
Norwalk CT 06854

Phone:
Email:

SHIP TO:

Norwalk Police Department
1 Monroe Street
Norwalk, CT 06854
USA

Salesperson: SUSANNE LOTTIE
Phone: (207) 343-1229
Email: susannel@xybix.com

HGAC Contract #: EC07-20
Product Line: Eagle Line w/axys
Install Type: Prevailing Wage
Removal & Disposal: (8) qty.
Tax Exempt

11.17.2022 Drawing R2 add lit acrylic, update install, remove supply chain frt per DH jej
11.03.22: R1 - Option 1 selected - esh

REMOVAL OF EXISTING:

All equipment and electrical must be removed from the existing workstations prior to removal. Removal is priced to take place during the installation of the new Xybix workstations. Removal does not include any patch or paint needed for any part of the workstation that is permanently mounted to the wall currently.

SUPPLY CHAIN FREIGHT SURCHARGE:

This fee is the temporary upcharge we are experiencing for shipping related costs and delays.

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 3 Fabric 12343-1-SS - 29-48in - 35.5 LF @ \$212.00/LF 12343-1-DS - 29-48in - 71.5 LF @ \$287.00/LF Acrylic 16717 - Lit & Blank - 95.0 LF @ 272.00/LF 16718 - Lit & Etched - 3.0 LF @ 534.00/LF Upper Tiles Fabric Color: TBD Grade 3 G2 Lower Tiles Fabric Color: TBD Grade 3 G2 Panel Trim Color: Black	1.00	EA	\$55,488.50	51.00 %	\$27,189.37	\$27,189.37
2.00	14498-3D.	Adj. Table Worksurface - Straight Dual Surface - 78W x 44D - Cable Management Included	2.00	EA	\$1,571.00	51.00 %	\$769.79	\$1,539.58
2.01	14487-3D.	Adj. Table Worksurface - Corner Dual Surface - 78L x 78R - Cable Management Included	7.00	EA	\$2,365.00	51.00 %	\$1,158.85	\$8,111.95

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Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
2.02	14489-3D.	Adj. Table Worksurface - Corner T3 - 66L x 66R - Cable Management Included	1.00	EA	\$1,815.00	51.00 %	\$889.35	\$889.35
3.00	15701	L4 Table Base	2.00	EA	\$6,052.00	51.00 %	\$2,965.48	\$5,930.96
3.01	15702	L5 Table Base	7.00	EA	\$7,611.00	51.00 %	\$3,729.39	\$26,105.73
3.02	15699	T3 Table Base	1.00	EA	\$2,630.00	51.00 %	\$1,288.70	\$1,288.70
4.00	15711	Monitor Arm Single - Adjustable - Silver - Kit	1.00	EA	\$218.00	51.00 %	\$106.82	\$106.82
4.01	16744.	Monitor Mount 3 - Rollervision - Corner Dual Surface - 78L x 78R 16674 - Std VESA Mount Qty = 3 Total: \$1,242.00 - OPEN MARKET 16675 - Std VESA Mount 2 HI 1 Knuckle Qty = 2 Total: \$1,130.00 - OPEN MARKET OPEN MARKET	5.00	EA	\$5,159.00	51.00 %	\$2,527.91	\$12,639.55
4.02	16744.	Monitor Mount 3 - Rollervision - Corner Dual Surface - 78L x 78R 16674 - Std VESA Mount Qty = 3 Total: \$1,242.00 - OPEN MARKET 16675 - Std VESA Mount 2 HI 1 Knuckle Qty = 4 Total: \$2,260.00 - OPEN MARKET OPEN MARKET	2.00	EA	\$6,289.00	51.00 %	\$3,081.61	\$6,163.22
4.03	16745.	Monitor Mount 3 - Rollervision - Straight Dual Surface - 78W x 44D 16674 - Std VESA Mount Qty = 2 Total: \$828.00 - OPEN MARKET 16675 - Std VESA Mount 2 HI 1 Knuckle Qty = 3 Total: \$1,695.00 - OPEN MARKET OPEN MARKET	2.00	EA	\$5,310.00	51.00 %	\$2,601.90	\$5,203.80
5.00	14349	Display Port Cable 25 FT Male/Male	49.00	EA	\$88.00	51.00 %	\$43.12	\$2,112.88
5.01	14342	Display Port Cable 15 ft Male/Male	1.00	EA	\$88.00	51.00 %	\$43.12	\$43.12
5.02	16130-8	Datadock2 - Keyboard Snap-In Cable Organizer Includes: 8 - USB Ports 1 - RJ45 Port	9.00	EA	\$602.00	51.00 %	\$294.98	\$2,654.82

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Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
6.00	15848	Grounding Kit Full Station R56 Compliant	16	9.00 EA	\$1,422.00	51.00 %	\$696.78	\$6,271.02
6.01	11792-BLK	Power Bar - 10 Outlet With Black Sticker	17	10.00 EA	\$156.00	51.00 %	\$76.44	\$764.40
6.02	11792-OR	Power Bar - 10 Outlet With Orange Sticker	18	10.00 EA	\$156.00	51.00 %	\$76.44	\$764.40
6.03	14976	6 Outlet Power Strip 25'	19	6.00 EA	\$166.00	51.00 %	\$81.34	\$488.04
7.00	16708.	Axys Control System with Fan Base Price: \$2,121.00 16707AXS - Heat - \$675.00 - OPEN MARKET 16709AXS - Task Lights - \$270.00 - OPEN MARKET 16711AXS - Footwell Lighting - \$259.00 - OPEN MARKET 16712AXS - Down Bias Lighting - \$159.00 - OPEN MARKET 16713AXS - Arc Lighting - \$530.00 - OPEN MARKET 16771AXS - Axys Status Light 3 HI - \$1,754.00 - OPEN MARKET	20	8.00 EA	\$5,768.00	51.00 %	\$2,826.32	\$22,610.56
7.01	16708.	FIRE WS: Axys Control System with Fan Base Price: \$2,121.00 16707AXS - Heat - \$675.00 - OPEN MARKET 16709AXS - Task Lights - \$270.00 - OPEN MARKET 16711AXS - Footwell Lighting - \$259.00 - OPEN MARKET 16712AXS - Down Bias Lighting - \$159.00 - OPEN MARKET 16713AXS - Arc Lighting - \$530.00 - OPEN MARKET 16771AXS - Axys Status Light 3 HI - \$1,754.00 - OPEN MARKET	20	1.00 EA	\$5,768.00	51.00 %	\$2,826.32	\$2,826.32
8.00	15463	Shelf Under Surface 19W x 9D - Metal	21	9.00 EA	\$146.00	51.00 %	\$71.54	\$643.86
8.01	15476	Shelf Under Surface USB Charging Upgrade Assembly	22	9.00 EA	\$122.00	51.00 %	\$59.78	\$538.02
10.00	12030-3D.	Return Worksurface - 36Wx23.5D	23	1.00 EA	\$386.00	51.00 %	\$189.14	\$189.14
10.01	12030-3D.	Return Worksurface - 39.25Wx23.5D	24	1.00 EA	\$386.00	51.00 %	\$189.14	\$189.14
10.02	12030-3D.	Return Worksurface - 48Wx24D	25	1.00 EA	\$386.00	51.00 %	\$189.14	\$189.14
10.03	12033-3D.	Return Worksurface - 18Wx36D	26	2.00 EA	\$516.00	51.00 %	\$252.84	\$505.68

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Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
10.04	12033-3D-FT.	Flip Top Return Worksurface - 30Wx36D	27	2.00 EA	\$516.00	51.00 %	\$252.84	\$505.68
10.05	12033-3D.	Return Worksurface - 33.25Wx36D	28	1.00 EA	\$516.00	51.00 %	\$252.84	\$252.84
10.06	12033-3D.	Return Worksurface - 36Wx36D	29	1.00 EA	\$516.00	51.00 %	\$252.84	\$252.84
10.07	12033-3D-FT.	Flip Top Return Worksurface - 45.25Wx36D	30	1.00 EA	\$516.00	51.00 %	\$252.84	\$252.84
10.08	12034-3D.	Return Worksurface - 57.25Wx36D	31	1.00 EA	\$647.00	51.00 %	\$317.03	\$317.03
10.09	12034-3D.	Return Worksurface - 57Wx48D	32	1.00 EA	\$647.00	51.00 %	\$317.03	\$317.03
11.00	16209	Cable Bridge Corner Angled Left Side	33	3.00 EA	\$229.00	51.00 %	\$112.21	\$336.63
11.01	16209-SBS	SBS Cable Bridge Corner Angled Left Side	34	1.00 EA	\$289.00	51.00 %	\$141.61	\$141.61
11.02	16210	Cable Bridge Corner Angled Right Side	35	3.00 EA	\$229.00	51.00 %	\$112.21	\$336.63
11.03	15709	Cable Bridge Straight Left Side	36	2.00 EA	\$229.00	51.00 %	\$112.21	\$224.42
11.04	15710	Cable Bridge Straight Right Side	37	1.00 EA	\$229.00	51.00 %	\$112.21	\$112.21
11.05	13633-3D.	CPU Cabinet - ERGO ACCESS Side By Side 60Wx48H	38	1.00 EA	\$3,729.00	51.00 %	\$1,827.21	\$1,827.21
11.06	15894-HP	CPU Hanger, High Profile	39	1.00 EA	\$111.00	51.00 %	\$54.39	\$54.39
11.07	15223-3D.	CPU Cabinet - ERGO ACCESS Back To Back 18Wx48H	40	2.00 EA	\$3,277.00	51.00 %	\$1,605.73	\$3,211.46
11.08	15220-3D.	CPU Cabinet - ERGO ACCESS Tech Tower 18Wx48H Right Access	41	1.00 EA	\$1,865.00	51.00 %	\$913.85	\$913.85
11.09	15486-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 30Wx34.5D With Flip Top Hinge	42	2.00 EA	\$1,571.00	51.00 %	\$769.79	\$1,539.58
11.10	15491-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 45.25Wx34.5D With Flip Top Hinge	43	1.00 EA	\$1,742.00	51.00 %	\$853.58	\$853.58
12.00	11352-3D.	Drawer Pedestal - Fixed - Single - 18W - 6-6-12 Drawers 18W 18D	44	2.00 EA	\$1,238.00	51.00 %	\$606.62	\$1,213.24
12.01	11352-3D.	Drawer Pedestal - Fixed - Single - 18W - 6-6-12 Drawers 18W 22D	45	4.00 EA	\$1,238.00	51.00 %	\$606.62	\$2,426.48

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12.02	12428-3D.	Drawer Pedestal - Fixed - Bookcase Left - 24W - 6-6-12 Drawers 18W 22D	46	1.00 EA	\$1,369.00	51.00 %	\$670.81	\$670.81
12.03	13642-3D.	Drawer Pedestal - Fixed - Bookcase Right - 33.25W - 6-6-12 Drawers 18W 22D	47	1.00 EA	\$1,433.00	51.00 %	\$702.17	\$702.17
14.00	12026-3D.	Lateral File - 36W3 Drawer 42H	48	1.00 EA	\$2,341.00	51.00 %	\$1,147.09	\$1,147.09
15.00	11765-3D.	Bookcase - UnderWS W/Toekick - 18W, 28H, 17D	49	2.00 EA	\$689.00	51.00 %	\$337.61	\$675.22
15.01	13615-3D.	Bookcase - UnderWS W/Toekick - 39.25W, 28H, 17D	50	1.00 EA	\$819.00	51.00 %	\$401.31	\$401.31
15.02	11766-3D.	Triangle Bookcase - UnderWS W/Toekick - 30W, 28H, 17D	57	1.00 EA	\$704.00	51.00 %	\$344.96	\$344.96
16.00	13672-3D.	Storage Cabinet - UnderWS W/Toekick - 21.25W, 28H, 17D	61	1.00 EA	\$894.00	51.00 %	\$438.06	\$438.06
16.01	13677-3D.	Storage Cabinet - Freestanding W/Toekick - 36W, 60H, 17D	62	5.00 EA	\$1,674.00	51.00 %	\$820.26	\$4,101.30
90.00	16139	Installers Kit Eagle Line	63	10.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
99.00	Other	Other Charges & Services	64	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
Line (54) - Miscellaneous Charge -								
Description							Ext. Price	
1.) Freight - Full Truck							5,508.00	
2.) Install Prevailing Wage							38,686.69	
3.) (8) Removal & (8) Disposal							4,080.00	
List Price Total:					\$325,571.50		Lines Total:	
							\$159,530.03	
							Line Miscellaneous Charges	
							\$48,274.69	
							Total:	
							\$0.00	
							Taxes Total:	
							\$0.00	
							Quote Total:	
							\$207,804.72	

Note 1:
All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.
Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.



Dispatch Console Furniture Services Agreement

THIS AGREEMENT is made and entered into by and between **The City of Norwalk Police Department**, 1 Monroe Street, Norwalk, CT 06854 hereafter referred to as **CUSTOMER** and XYBIX Systems Inc., 8207 SouthPark Circle, Littleton, CO 80120, hereafter referred to as the "Contractor".

RECITALS

WHEREAS, CUSTOMER wishes to purchase the services of the Contractor to provide new dispatch console furniture; and

WHEREAS, there are funds available for the purchase of these services;

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, **CUSTOMER** and the Contractor agree as follows:

ARTICLE 1: TERM AND COST OF THE AGREEMENT

1.2 The Contractor shall be paid for time, materials and expenses. The cost of this Agreement to **CUSTOMER** shall not exceed \$ 207,804.72 as per XYBIX 31535B attached hereto and identified as Attachment A.

1.3 Acceptance Test Plan – **CUSTOMER** representative shall be available on maximum 24 hours' notice to walk the project with Contractor's representative for the purpose of testing the functionality and specification compliance of all equipment supplied by the Contractor. A "punch list" will be created and signed by both parties with Contractor indicating the lead time required to complete punch list. **CUSTOMER** may withhold a maximum of 10% of the contract total as retention for completion of the punch list.

1.4 Time is of the essence on this project. The Contractor agrees to have the console furniture built, installed and tested by April 4, 2023. **CUSTOMER** agrees to have a **complete order (signed order and contracted payment) to Contractor by November 30, 2022**. If a change in the scheduled installation date must occur, **CUSTOMER** and Contractor will agree to those changes in writing. Changes that move the scheduled installation more than 120 days beyond the original scheduled installation date, will result in a requote of the labor, freight, and product to the current



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 11/9/22

DEPARTMENT: Norwalk 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) <u>HGAC # ECO7-20</u>
☐	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: \$192,792.94

MUNIS Account: 092136205777

VENDOR: Xybix Systems

Purchasing Agent Signature		The Purchasing Agent		Department Head Signature	
Digitally signed by Sharon Conner		X	Supports		
Purchasing Agent Name			Does Not Support	Department Head Name	
Date: 2022.11.17 16:12:09 -05'00'		X	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Date: 11/17/22	

JUSTIFICATION:

The consoles in the Combined Dispatch Center are over 17-years-old. As a result of 24/7, 365 day a year usage they are experiencing severe wear and tear issues. These issues include but are not limited to desk top wearing, lighting issues, mechanical issues and a failure to fit new equipment configurations. Xybix Systems is on the HGACBuy contract #EC07-20, which allows the City of Norwalk realize savings through this cooperative. This project is part of the overall replacement and upgrade to Norwalk's emergency communications system.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



SCHEDULE A: End-User License Agreement

MUTUALINK, INC. -
END-USER SOFTWARE LICENSE (EULA) FOR MASTER LICENSES

BY DOWNLOADING OR INSTALLING OR USING THE SOFTWARE YOU ARE AGREEING TO TERMS OF THIS LICENSE. IF YOU DO NOT AGREE WITH THE TERMS OF THIS LICENSE DO NOT DOWNLOAD OR USE THIS SOFTWARE OR ACCESS THE ASSOCIATED APPLICATION SERVICES, OR IF DOWNLOADED IMMEDIATELY REMOVE THE SOFTWARE FROM YOUR CLIENT COMPUTING DEVICE.

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WHAT THIS APPLIES TO: THIS LICENSE APPLIES TO ALL SOFTWARE AND SERVICES DESIGNED AND INTENDED FOR OPERATION BY AN AUTHORIZED USER UPON SPECIFIED COMPUTING CLIENTS, INCLUDING MOBILE WIRELESS COMPUTING AND COMMUNICATIONS DEVICES SUCH AS AND INCLUDING APPLE IOS® IPHONE® AND IPAD™ DEVICES, ANDROID BASED MOBILE PHONES AND TABLETS ("MOBILE PLATFORM VERSIONS") AND PERSONAL COMPUTER DEVICES RUNNING OPERATING PLATFORMS SUCH AS WINDOWS OR COMPATIBLE LINUX DISTRIBUTIONS. THE LICENSED SOFTWARE COVERED BY THIS LICENSE INCLUDES, AS APPLICABLE, VERSIONS OF MUTUALINK EDGE™ AND LNK360™ SOFTWARE FAMILIES, IOPST® AND ANY OTHER SOFTWARE PRODUCTS AND RELATED OR ASSOCIATED SERVICES THAT MAY BE ACCESSED THROUGH ANY SOFTWARE CLIENT OR APPLICATION OR THROUGH A BROWSER.

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3. Limited Consent to Use of Data for Support, Services Delivery and Upgrades/Organizational Licensee Rights versus Authorized Users. You agree that Mutualink and its authorized agents may collect and use diagnostic, technical, usage and related information, including but not limited to information about your mobile or computing device, operating system and application software, and peripherals, that may gathered to facilitate the provision of software updates, product support, product services and functions, network services and other services to you (if any) related to the Licensed Software and Services, and to verify compliance with the terms of this License and the Master License. Mutualink may also use this information and provide it to business, educational and scientific parties provided it is anonymized in way that it does not personally identify for general research, trend and behavioral analysis, training and education. You understand that your identity and use of the Software and Services is not personal in nature and is related to the internal business or government function of the Licensee, and Mutualink has the right, without any liability to you, to monitor, record, log any and all data generated by your use of the Licensed Software and Services as permitted by the License and as otherwise instructed by the Licensee for its business or governmental purposes. **ALL INFORMATION AND COMMUNICATIONS CREATED, TRANSMITTED OR RECEIVED THROUGH LICENSED SOFTWARE OR LICENSED SERVICES BY AN AUTHORIZED USER OF ANY LICENSEE IS DEEMED BUSINESS OR GOVERNMENT INFORMATION OWNED BY THE LICENSEE AND INDIVIDUAL AUTHORIZED USERS HAVE NO, AND WAIVE ANY, EXPECTATION OF PRIVACY EXCEPT AS MY BE PROVIDED BY APPLICABLE LAW OR YOUR LICENSEE. YOU AGREE MUTUALINK IS NOT LIABLE TO YOU IF MUTUALINK COLLECTS INFORMATION AT THE REQUEST OF LICENSEE AND THE COLLECTION OR USE OF SUCH INFORMATION ON BEHALF OF OR FOR THE BENEFIT OF LICENSEE DOES NOT VIOLATE ANY AGREEMENT, UNDERSTANDING OR DUTY BETWEEN YOU AND YOUR LICENSEE OR MUTUALINK.**

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SAFETY, AND CRITICAL SERVICE PERSONNEL KNOWINGLY ACKNOWLEDGE ALL RISKS INHERENT WITH WIRELESS COMMUNICATIONS AND RELATED APPLICATION SOFTWARE SERVICES AND UNDERSTAND THAT THE POTENTIAL RISK OF INJURY OR DEATH MAY OCCUR DUE TO A LOSS OF COMMUNICATIONS, AND NO USER SHOULD RELY ON A SINGLE METHOD, SERVICE AND/OR DEVICE FOR COMMUNICATIONS.

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8. **Government End Users.** The Licensed Software and Services and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein, or as otherwise specified under a Master License between Mutualink and the government entity so being licensed, Unpublished-rights reserved under the copyright laws of the United States.

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10. **Third Party Notices.** Portions of the Licensed Software and Services utilize or include third party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are contained in the notice files accompanying the Licensed Software and Services, and your use of the same is governed by their respective terms.

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Mutualink, Inc.
1269 South Broad Street
Wallingford, Connecticut 06492
Attention: Legal Department
Email: legal@mutualink.net
Facsimile: (203) 774-1034

Exhibit 5

**MASTER SOFTWARE LICENSE, HARDWARE
&
SERVICES TERMS**

These Master Software License, Hardware and Services Terms are part of and incorporated into the **INFORMATION PROCESSING SYSTEMS CONTRACT #14PSX0178** (the "**Contract**") made by and between THE STATE OF CONNECTICUT acting by its DEPARTMENT OF ADMINISTRATIVE SERVICES, and in each instance of an agency, department, authority, school or school district, or other political subdivision of the State of Connecticut (referred to herein as "you", "your", "yours") and Contractor (the "Company" or "we" or "us" or "Mutualink").

About:

The Mutualink Edge™ Software consists of executable software designed to be installed and used with client computing devices ("**Client Software**") in concert with either (a) multimedia concentrator software installed and operated on servers maintained by you ("**Agency Concentration Software**") or (b) a Company furnished application service accessed via a broadband Internet connection to a Company hosted instance of multimedia concentrator software operating on servers maintained by the Company ("**Cloud Concentration Services**"), which in turn provides access to the Mutualink peer based ad hoc interoperability network known as "IRAPP" (the "**Interoperability Network**").

The Interoperability Network consists of, among other things: (i) one or more peer network interface devices (the "**Peer NIDs**"), and (ii) digital communications connectivity, routing and/or monitoring services and functions that enable the sharing, transmission or receipt of information by and among any two or more user end-points, concentrator points and/or dedicated end-user devices connected to the interoperable network, and network quality health and monitoring services, dynamic software update services, and expanded peer network directory administration services (collectively, the "**Interop Network Access Services**"). Through interoperable workstation ("**IWS**") functionality available on certain versions of Edge Client Software or via a Mutualink dedicated hardware appliance, Mutualink network interface controllers ("**NICs**") that interface to specific media sources (such as radio, telephone and video systems) are controlled.

Additional Defined Terms: In addition to the terms defined above, for purposes of this Agreement, the following terms have the meanings associated with them.

"Authorized Hardware" means computing devices upon which Mutualink Software is authorized and intended to operate and which utilize a specified version of an operating system and system configurations.

"Authorized Mobile Hardware" means third party mobile and computing devices upon which the Client Software or Agency Concentration Software operates utilizing the specified version of operating system.

"Dedicated Appliance Hardware" means Mutualink manufactured computing appliances upon which Dedicated Appliance Software is installed and operated.

"Dedicated Appliance Software" means Mutualink proprietary software installed and operated on authorized Dedicated Appliance Hardware. Dedicated Appliance Software is included in the definition of Licensed Software.

"Edge Client" means each instance of authorized Edge Client Software that is running and logged into a Licensed Concentrator and utilizing a Slot.

"Edge Client Limit" means the number of Edge Clients being equal to the maximum number of Slots.

"Edge Client Software" means Mobile Edge Software and/or PC Edge Client Software. Edge Client Software is included in the definition of Licensed Software.

"Edge Software" means the Edge Client Software, the Agency Concentration Software and any other downloadable software application of the Company which is intended to be installed and operated on Authorized Hardware that access services or application data through Agency Concentration Software operated on a server.

"Licensed Concentrator" means either the Agency Concentration Software as licensed for use with a designated number of Slots, or the Cloud Concentration Services subscribed for with a maximum number of Slots.

"License and Service Subscription Period" means the license and applicable service period specified for the Purchase Order in respect of identified Software, as renewed and extended, or such shorter period of time as a result of termination.

"Mobile Edge Client" means a Mutualink software application designed to be installed and operated on a particular mobile computing client device with a particular version of mobile operating system such as Apple iOS™ or Android™.

"Order" means the products, goods and services that are specified as being subject to purchase or subscription in a Purchase Order accepted by Mutualink.

"Sale Quotation" means a written sales quotation issued by the Company to you which is referenced in or forms the basis for a Purchase Order issued by you and accepted by the Company.

"Purchase Order" means any purchase authorization document, requisition form, task order, or other order document or request (written or electronic) initiated, issued or created by you and furnished to the Company regarding the intended purchase of, or authorization to purchase, subscribe to or license any Company products, goods or services.

"PC Edge Client Software" means a compiled instance of a Mutualink Edge Software application designed to be installed and operated on personal computing device with a particular version of operating system such as Microsoft Windows 8™.

"Slots" means the maximum number of concurrent instances of Edge Clients permitted to be connected to the Licensed Concentrator.

"Service(s)" means the Interop Network Access Service, the Cloud Concentration Service, Software Maintenance Services, the installation, configuration and set-up services, training services, and any other services rendered by the Company.

"Service Subscription Period" means the period of service subscribed for in the Order for the indicated Service, as renewed from time to time.

"Software Maintenance Service" means the software updates, fixes and modifications furnished by the Company, and which may be provided independently or bundled as part of the Interop Network Access Service.

1. **HARDWARE, SOFTWARE AND SERVICE ORDERS.** You understand that you are licensing (and not buying) Software. You agree to purchase and pay for the Mutualink Appliance Hardware and other equipment and accessories specified in the Order ("Equipment") together with all related installation, set-up and configuration services rendered at the prices and rates stated therein, and to pay for the Company's Services to which you are subscribed as specified in the referenced Purchase Order.

2. **RECURRNT SERVICES**

(a) **Hardware.** The Purchase of Mutualink Dedicated Hardware requires the purchase of Interop Network Access Services and/or Software Maintenance Services in order to interoperate and collaborate with other parties.

(b) **Edge Software and Interop Network and Related Services.** The Commencement Date shall be used to establish the beginning of the License and Services Subscription Agreement. The date of UAT acceptance will be the Commencement Date. If additional Software, Slots or Services are purchased under another Order or the initial Order is renewed, extended or changed ("Subsequent Orders"), such additional Software, Slots or Services shall have a Commencement Date which corresponds with the Subsequent Order.

3. **MASTER SOFTWARE LICENSE.** Subject your payment, when due, of all license fees, Interop Network Access Services, and Cloud Concentration Services fees and any other amounts due to the Company (collectively, "Fees") and your faithful performance of and compliance with the terms and conditions of this license, the Company grants to you, to the extent so purchased or subscribed under the Purchase Order(s), and you accept, a limited, non-exclusive, non-transferable license (the "License"), to (i) operate the compiled executable version of the Agency Concentration Software with the number of maximum Slots specified in the Purchase Order in conjunction with authorized instances of Client Software, and (ii) to download and install compiled, executable versions of the Client Software for use by your authorized end-users and to operate and use the same for your internal business or governmental use up to the Edge Client Limit at any one time, for a period commensurate with the License and Service Subscription Period specified above, unless sooner terminated in accordance with the Contract, and (iii) to operate the Dedicated Appliance Software as installed on specified Mutualink Appliance Hardware for your internal business or governmental use.

IMPORTANT NOTICE: YOU UNDERSTAND AND AGREE THAT WHILE YOU MAY DOWNLOAD AND INSTALL AN UNLIMITED NUMBER OF INSTANCES OF CLIENT SOFTWARE ON DEVICES THAT YOU OR YOUR AUTHORIZED END-USERS OWN OR CONTROL, THE ABILITY TO USE THE CLIENT SOFTWARE FOR COMMUNICATIONS PURPOSES IS LIMITED TO THE NUMBER OF AVAILABLE SLOTS NOT IN CONCURRENT USE. USERS MAY EXPERIENCE A DENIAL OF SERVICE DUE TO OVER SUBSCRIPTION IF THERE ARE NOT SUFFICIENT AVAILABLE LICENSED SLOTS. YOU ACCEPT THAT RISK AND YOU ARE ADVISED THAT YOU SHOULD LICENSE SLOTS EQUAL TO THE NUMBER OF SOFTWARE CLIENT USERS TO AVOID SERVICE DENIAL, ESPECIALLY IN THE CASE WHERE USE IS INTENDED FOR EMERGENCY COMMUNICATIONS PURPOSES.

THE SOFTWARE CONTAINS THIRD PARTY SOFTWARE COMPONENTS AND APPLICATIONS INCLUDING OPEN SOURCE SOFTWARE, WHICH MAY OPERATE EITHER IN CONJUNCTION OR BE INTEGRATED WITH THE COMPANY'S SOFTWARE. **The Company warrants to you that it has the necessary rights to licenses such software to you in the manner in which it is delivered for use in conjunction with Mutualink Software without additional cost to you for so long as you adhere to the terms of this License.** You recognize that title and intellectual property rights in and to such third party software and any content displayed by or accessed through the Software furnished by the Company

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6. NO RENTAL/COMMERCIAL HOSTING. You may not rent, lease, lend, sell, resell, partition, sublicense, transfer (including indirect transfers), assign or otherwise transfer for value the Software or provide commercial hosting services with the Software or any of the Services. Any such sale, assignment or other form of conveyance of title, right or use is prohibited. Notwithstanding the foregoing, if you are a governmental entity, you may use Edge Software and make interoperability services available to any other governmental end-user within your political subdivision (e.g., if you are county, you may permit authorized end-users from other county departments and city agencies within the county), provided the Company shall only be obligated to you and no other person or agency may make a claim by or through you.

7. CONSENT TO USE OF DATA. You agree that Company may collect and use non-personal identifying information gathered as part of the product support services provided to you, if any, related to the Software. The Company may use this information solely to improve its products or to provide customized services or technologies, and to monitor the quality and any disruptions in the interoperable network. Except as required by law or as otherwise permitted by you in writing, the Company agrees that

it shall not use, access or disclose any personally identifying information (PII) of any end-user for any purpose other than for verification of user identity, access security and enforcement. The Company further agrees that it shall not, except pursuant to a lawful court order or governmental subpoena, eavesdrop upon, wiretap, or surveil, or attempt to eavesdrop upon, wiretap or surveil, the content of any communications or data transmitted by end-users for any purpose. The Company shall give notice to DAS if of the receipt of any such court order or subpoena.

8. SOFTWARE UPGRADES. This Agreement applies to updates, supplements, add-on components, or modifications of the Software that Company may provide or make available to you after the date you obtain your initial Software and provided that you are not in default hereunder, unless Company provides other terms along with the update, supplement, add-on component, or modification.

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You understand that broadband internet access is required for Edge Clients to access the Cloud Concentration Services and to access and use

the Interoperability Network. The Company is not responsible for providing broadband internet access to Edge Clients, and does not guarantee the performance, reliability or suitability of any third party broadband internet service.

If subscribed for, the Company shall provide Cloud Concentration Services to you which may be accessed via broadband internet connections from your Edge Clients. The availability of Cloud Concentration Service shall be sufficient to provide Customer with up-time application availability at the point of internet access to and from the server host at the rate of 99.995% at a minimum of 128Kkps of bandwidth per Slot (130 seconds of downtime per month) on a shared bandwidth basis, excluding planned service outages for upgrades or repairs. Mutualink shall provide you with a minimum of five business days advance notice of any planned service outage, except in cases of emergency where a repair or upgrade will avoid the risk of a more significant outage. Mutualink shall provide you with a monthly report of all server based outages and any reported bandwidth outage or diminution in bandwidth below the minimum guaranteed bandwidth availability.

11. **OMITTED.**

12. **NETWORK INTERFACE DEVICE.** If required, you consent and agree that the Company, at no cost to the Company, may install and maintain a Peer NID upon or at your premises. This device is licensed for use by you in connection with the Agency Concentrator Software during the License and Subscription Period, and shall be returned by you upon termination of the License and Subscription Period in good working order, normal wear and tear excepted. You agree to provide the Company with reasonable access to your premises for the purposes of installing, configuring, testing and repairing any Peer NIDs. Access shall be provided to the Company during your normal business hours with reasonable advance notice, and promptly in the case of emergencies.

13. **OMITTED.**

14. **OMITTED.**

15. **LIMITED WARRANTY.**

The Company warrants to you that (i) the Software will perform its intended programmed function materially free from error when operated on properly functioning and routinely updated and maintained on Authorized Hardware that meets the specified performance and operating

requirements establish by the Company, (ii) it has full title to, and/or has obtained the necessary rights from third parties for, the Software in order to license the Software to you under the terms of the license granted to you, and (iii) the Software, when used in accordance with this Agreement, does not violate or infringe upon the intellectual rights of third parties. Notwithstanding anything to the contrary above, Mutualink is not liable to you for instances where the Software does not operate, function or experiences defects due to third party hardware and equipment defects, operating system related defects or errors, incompatibilities or conflicts arising with other third party applications installed on Authorized Hardware, defects in third party software or components upon which the Software or its functions are dependent, changes or damage caused by unauthorized access, tampering or modification of Software or third party software or components. The exceptions set forth in the preceding sentence do not apply to any hardware, software, applications or operations systems provided to you by Mutualink. In case of any claim of infringement of third party intellectual rights made against you by a third party arising out of your licensed use of the Software (a "Third Party IP Claim"), the Company shall either: (1) promptly attempt to secure all necessary permissions to enable you to continue to use the Software, (2) make modifications to the Software so as to render the Software non-infringing at no cost to you, or (3) if either of the foregoing remedies can be reasonably secured, rebate you the amount of Fees paid by you for licensed use of the Software. The Company further agrees that it shall defend, indemnify and hold you harmless from and against Third Party IP Claims to the extent of any alleged infringing use by you while in compliance with the terms of the License. The foregoing remedies are the sole and exclusive remedies available to you under such circumstances, and the Company's liability and obligation to you in relation to any such matter is limited solely to such remedies.

16. **OMITTED**

17. **OMITTED.**

18. **OMITTED.**

19. **OMITTED.**

20. **EXPORT CONTROL.** The Edge Software is subject to applicable export control, anti-corruption, anti-terrorism, anti-laundering or similar laws, rules, regulations and orders of the United States, including but not limited to, all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury

Office of Foreign Assets Control ("OFAC"), Department of State, or other United States agency or authority, and cannot be exported in violation of any such restrictions, laws or regulations (including, without limitation, export or re-export to countries prohibited in the then current Supplement No. 1 to Part 770, or to embargoed persons such as Specially Designated Terrorists (SDT), Foreign Terrorist Organizations (FTO), Specially Designated Global Terrorists (SDGT), and Specially Designated Narcotics Traffickers (SDNT), as provided in Part 744 of, the U.S. Export Administration Regulations (or any successor supplement or regulations)("EAR"), or prohibited or unauthorized persons under the OFAC regulations (31 C.F.R. §500 et seq.), or barred entities or persons under International Traffic in Arms Regulations (ITAR) (22 C.F.R. §127.7). The SOFTWARE CONTAINS ENCRYPTION SOFTWARE AND THE EXPORT OF ANY SUCH ENCRYPTION SOFTWARE TO ANY DESTINATION OUTSIDE OF THE UNITED STATES IS PROHIBITED ABSENT A LICENSE OR OTHER APPLICABLE EXEMPTION UNDER PART 740 OF THE EXPORT ADMINISTRATION REGULATIONS.

21. **OMITTED.**

22. **OMITTED.**

23. **NOTICES.** All notices required to be given under this License shall, unless otherwise stated, be made in writing and sent to the other party by US Mail, postage pre-paid, return receipt requested (or by certified mail) or by a national overnight parcel carrier to your address as specified in the Purchase Order, and any such notice shall be deemed received by the addressee three (3) days after such notice was deposited with the US Postal Service, or the date actually delivered by the overnight carrier. Notices to the parties shall be sent as follows:

If to Mutualink:
Mutualink, Inc.
1269 South Broad Street
Wallingford, Connecticut 06103
Attention: Legal Department

If to you: At the address specified above or such other address specified in the referenced Purchase Order, Contract or the last known address as reflected in Mutualink's billing or service records.

24. **OMITTED.**

25. **OMITTED.**

26. **OMITTED.**

27. **MODIFICATIONS/ADDITIONAL SLOTS OR SERVICES.** This license shall not be modified, whether by course of conduct, waiver, failure to act, or otherwise, unless such modification or change is made in writing and executed by the Company. Any failure to act or enforce any right or provision under this License shall not operate as a waiver or estoppel against the party failing to take action in a timely manner. Notwithstanding anything to the contrary, subject to equipment and capacity limitations, you may make subsequent Purchase Orders for additional Slots on the same Licensed Concentrator or additional License Concentrators, and such additional Slots, Edge Clients and associated Services shall be subject to the terms of this Agreement with their own respective License and Service Subscription Period applying.



David Walenczyk
Norwalk Youth Service Bureau/JRB
125 East Ave, PO Box 5125
Norwalk, CT 06856-5125

November 7, 2022

To Whom in may concern:

The CT Youth Services Association (CYSA) is pleased to inform you that your “JRB Support and Enhancement” grant application has been awarded in the amount of \$35,000. Enclosed you will find the budget revision document (if needed during the year) as well as blank Quarterly cash requests and a schedule of due dates. **Please return the first and second quarter cash requests upon receipt of this letter to begin the process (each request being ¼ of the total funding).**

I am reminding all JRBs receiving these funds that this funding is meant to enhance and support your existing JRB structure, and not to fully pay for staff or to fully pay for the administering of your JRB and its associated programs.

Your agency will receive the funds in quarterly payments, the first to be released as soon as the required paperwork is complete. Because you are receiving this grant award in the second quarter, your first and second payments will come close together (or possibly at the same time). You will need to spend down the full amount prior to June 30, 2023.

You will be required to collect and report on data as requested by the Department of Children and Families (DCF) and CYSA and abide by the Terms of Agreement/Scope of Services that was signed at the time of application. You will also be required to follow the budget that was presented in your application and make a formal request for any budget revisions of more than 5% in any line item.

***Please remember, based on the Scope of Services signed by your agency, you are REQUIRED to conduct a case closing hearing (or case closing meeting if full Board is not able to meet) in order to gather the required paperwork and questionnaires and to officially close the case after the minimum SIX MONTH period. Additionally, you are required to have 50% of your JRB Board complete Restorative Justice training prior to the end of this fiscal year (prior to June 30, 2023).

The Connecticut Youth Services Association leads, strengthens and supports a unified network of Youth Service Bureaus dedicating to promoting the well-being of Connecticut's children, youth and families.



Required data and reports will be due, at a minimum, at the end of the fiscal year for this grant cycle. There may be additional reports due during the course of the year as requested by DCF. Any changes required by DCF or CYSA will be given to grantees as quickly as possible in order to expedite any change in process.

Program oversight will be handled by Erica Bromley, the Juvenile Justice Liaison for CYSA. Please communicate with her regarding any questions and send all documents directly to her. Her email is ebromley@ctyouthservices.org.

Thank you and congratulations!

Sincerely,

Scott Cochran

Scott Cochran, President
CT Youth Services Association

The Connecticut Youth Services Association leads, strengthens and supports a unified network of Youth Service Bureaus dedicating to promoting the well-being of Connecticut's children, youth and families.

NEW Applicants

THIS DOCUMENT IS DUE NO LATER THAN OCTOBER 10, 2022.

Name of JRB: NORWALK

Address of JRB: 125 EAST AVE., P.O. BOX 5125, NORWALK, CT 06856-5125

Name of Fiduciary Agency: CITY OF NORWALK

Address of Fiduciary (if different than JRB address):

Name **AND** Title of JRB Administrator: DAVID WALENCZYK, DIRECTOR NORWALK YOUTH SERVICES

EMAIL address **AND** Phone number of JRB Administrator: dwalenczyk@norwalkct.org 203-854-7782

List all towns served by your JRB: NORWALK and WESTON

Current Population of the town(s) your JRB serves (or most recent census info):

DCF Region: 101,538 Region 1 ___ Region 2 ___ Region 4

II. JRB SPECIFIC INFORMATION:

1. Please list the number of cases seen each year listed below (put N/A if your JRB was not active in that year).

2018-19: 130

2019-20: 147

2020-21: 107

2021-22: 185

2. What is the average number of case management hours used for JRB administration and case management on a WEEKLY basis? Please select from below: (or anticipated amount of hours for new JRBs)

___ 1-5 hours ___ 6-10 hours ___ 11-15 hours ___ 16-20 hours ___ 21-35 hours X 35+ hours

a. Has the number of hours increased in the last 2-3 years? Yes X No ___ N/A ___ (if new)

3. Who is represented on your JRB? (Please check all that apply)

X Police X YSB X School X DCF X CSSD (Probation) X Mental Health Agency

___ Community member ___ Faith Based Org ___ Business sector ___ Other -please define:

4. What types of referrals does your JRB accept? (check all that apply)

X Criminal referrals from Police (with arrest) X Criminal referrals directly sent from Juvenile Court

X Non-Arrest referrals from Police X Other School Referrals X Other (**please define**): direct community referrals

a. Has the type of referral accepted changed in the last 2-3 years? ___ Yes X No

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- b. If so, what kinds of additional/new cases are you accepting?
5. Does your JRB currently accept Truancy/Defiance of School Rules or Community FWSN behavior cases?
☒ Yes ☐ No
- a. If yes, do they come through your YSB first? ☒ Yes ☐ No
- b. If you do not accept these types of cases, do you have a separate FWSN/Truancy Board that sees those cases? ☐ Yes ☐ No
- c. If no, do you have plans to begin accepting Truancy/community FWSN behavior referrals?
☐ Yes ☐ No; If yes, will you create a separate Board to hear those cases? ☐ Yes ☐ No
6. Have you seen increases in truancy cases in the last 2-3 years?
☒ Yes ☐ No
- a. If yes, has this put an additional burden on staffing/resources for your JRB? ☒ Yes ☐ No
7. Do you accept 2nd time offenders? ☒ Yes ☐ No
- a. If yes, is it only on a case by case basis? ☒ Yes ☐ No (meaning all 2nd time offenders are accepted)
8. Are you currently utilizing the OHIO Scales Screening tool for your JRB cases? ☐ Yes ☒ No
9. Are you utilizing the data from the OHIO Scales for case planning/contract requirements?
☐ Yes ☒ No
10. When preparing for the JRB meeting, your JRB/case manager: (Check all that apply)
- ☒ Meets with family prior to the JRB meeting ☒ Meets with school regarding youth
- ☒ Meets with other pertinent stakeholders ☒ Completes a full intake gathering all needed info
- ☐ Completes the Ohio Scales with the family ☒ Meets with Board prior to seeing family
- ☒ Conducts a formal Assessment (if yes, which tool): Pre-trial Parent Evaluation
- ☒ Other: (please explain) JRB Best Practices Student Questionnaire
11. Do the youth and family participate in the actual JRB meeting? ☒ Yes ☐ No
- If yes, do the youth and family remain in the room for the entire meeting (even when discussing the recommendations)? ☐ Yes ☒ No
12. Are you conducting a case closing hearing (either with the full board or with the case manager at minimum)?
☒ Yes ☐ No
- a. If No, how do you close a case? PLEASE EXPLAIN/DESCRIBE:
13. Do you provide the youth with the JRB exit survey at completion of the case? ☒ Yes ☐ No
Do you provide the parent with the JRB exit survey at completion of the case? ☒ Yes ☐ No
14. Have your Board members reviewed the JRB Protocols and Procedures Guide? ☒ Yes ☐ No

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- a. What percentage of your Board members have signed off on the Guide? 100%
- b. Has your JRB adopted the JRB Protocols and Procedures as the model that you operate by?
X Yes ___ No
- c. If no, are you planning on adopting the model? ___ Yes ___ No

15. Has the JRB Administrator and/or Case Manager completed training in Restorative Justice practices?

X Yes ___ No

- a. If yes, what level training was completed? ___101 ___201 X Advanced ___Other (explain)
- b. If no, are the Administrator and/or Case manager planning on completing training in RJ?
___ Yes ___ No

16. Have members of the Board completed training on Restorative Justice practices? X Yes ___ No

- a. If yes, what percentage of your Board has completed RJ training? 100%
- b. If no, are your Board members planning on participating in RJ training this yr? ___ Yes ___ No

17. Are you utilizing the Restorative Justice questions to guide discussion at your JRB meetings with the client and family? X Yes ___ No

III. **NARRATIVE QUESTIONS:** (please **FULLY** answer each question below)

1. Please describe the types of services you plan on making referrals to for your JRB clients **using the DCF JRB funding.** The DCF JRB funding will be used to fund specialized mentorship slots for select JRB clients. The provider / subcontractor for this activity will be: Elm Village's Critical Messenger program based in New Haven, CT. This is a program that utilizes individuals with lived experience relative to many of the youth likely to be connected with this program. Yahkeem Howard is the principal with this organization. Juvenile Probation also contracts with this provider and recommends their program. Some monies will also be allocated for flex-spending for identified JRB clients. Examples might be a JRB client who was recommended to, and wanted to attend, the DCF Wilderness School but lack supplies, i.e., boots, necessary to attend the program and the family lacked resources to provide these. Other uses may be for equipment or registration fees for programs deemed appropriate for a JRB involved youth who lacks the resources to cover these costs i.e., a sports program or tutoring.

2. Please describe what non-DCF funding is used for (for your JRB). Non-DCF funding is used for the general operation of the JRB. Staff salaries (2) full-time dedicated staff as well as support staff from the YSB for care coordination (links JRB referred youth to behavioral / mental health and other service providers as identified) and administrative support.

3. Please identify gaps in services in your community/region or other specific needs your JRB has.

As with many communities, there is greater demand for behavioral and mental health services than exists capacity. It is not uncommon for youth to have to wait to receive these services. Identifying mentors, especially males, and males of color, is also a challenge despite having a local organization that provides mentoring services in the community. There is also a shortage of respite services in our community.

4. Please explain, step by step, the process a case goes through from initial point of contact (police/school/other referral source) through the JRB case closing/completion. (You can provide bulleted answers)

***Review of the referred case with the referral source.**

***The family is engaged, the JRB program and process is explained. Opportunity for questions from the family and the opportunity for the family to decide to engage in the program or opt out.**

*** An intake appointment is scheduled with the family and JRB referred youth. This may be in person or via zoom.**

***If the family is agreeable to using the JRB program, as it is voluntary, a hearing is scheduled for the youth and family to attend. Hearings are currently being scheduled via zoom.**

***The community panel who comprises the “Board,” receives a packet of information about the referred case prior to meeting the youth and family and a time is allowed to ask questions amongst Board members. Board members also sign confidentiality agreements for each case.**

***The family is introduced to the Board and the circumstance of the case is explored with the family and the youth in the hearing. Within this process the formulation of interventions is begun to assist the youth and or family with opportunities for restorative justice, learning, and growth from the JRB experience.**

***The family is then placed in a waiting room while the Board confers and definitizes a behavioral contract for the youth and family based on the identified needs and circumstance of the case.**

***The family is returned to the meeting of the Board and the plan is discussed with the family and if necessary, alterations made. Agreement to a mutual plan is acknowledged and of course the family is always given the opportunity to go to Court (in the event of an arrest and true diversion) or opt out of the JRB program.**

***The case then enters the case management phase wherein a JRB case manager ensures the plan developed in the hearing is fulfilled and successfully completed.**

***A case closure meeting is conducted with the family if and when possible. A survey is also administered (anonymously) at the conclusion of the JRB program involvement, generally six (6) months to determine the satisfaction of the family with the JRB process.**

***A follow-up contact twelve (12) months post case closure is conducted to assess outcome**

5. Please describe what services exist that would be appropriate for referral that you are unable to refer to or have difficulty using as a referral. *Please list the primary reason(s) you are unable to/find it difficult to refer cases to these services (i.e., cost of program, lack of transportation/difficult location, other restrictions, etc.).

Such programs are: Mental / behavioral health due to more demand than capacity. The services are available but often with a wait. Mentoring programs often have more demand than capacity as well and the experience is the same, often substantial waits for connections to be made. Sports program, tutoring, afterschool programs, other pro-social activities due to cost.

6. Please describe the relationship your agency and the JRB have with providers in your community and the extent of your access to programs in and around your community.

Our JRB is part of the City of Norwalk Youth Services Department (YSB) and has established many strong relationships within the community due to the length of time the Department and JRB has operated as well as continuity of staff. The YSB Director has been employed for 26 years and the JRB Coordinator for approximately 15 years and in fact, piloted the JRB program in Norwalk. These factors has allowed the JRB program to leverage access to certain programs for a limited number of youth.

7. Please describe your use of the JRB Protocols and Procedures Guide:

a. *If you are not using it as a model and adhering to its best practices, or if your Board members have not reviewed it and signed off on it, what are your plans to do that this coming year?

Our JRB utilizes Best Practices.

8. Please describe how your JRB has enhanced its understanding of AND use of Restorative Practices. (Please give examples of contracts that include restorative practices)

* Our JRB uses a victim impact statement to ensure the victim has a voice.

* Our JRB accesses mediation services to restore harm that has occurred.

*Our JRB provides wrap-around services and ensures the family is supported.

*Our JRB empowers youth by building upon their strengths.

*Our JRB established a mechanism with the local Board of Education (BOE) to provide JRB services for defiance of school rules in lieu of expulsion.

9. What did you learn in the past two years in terms of your needs, gaps in services, case management needs, etc.?

Our JRB is part of the “Risk Based Handling Pilot Program,” and has seen an increase in referrals of youth with greater needs entailing a necessity of access to additional services such as an intensive mentoring program and additional case management services.

10. What kind of technical assistance would be helpful for your JRB?

A significant amount of data is collected and submitted to DCF via the annual data collection submission. Reports specific to our community in comparison to other communities around the state would be helpful as we only have ready access to the data we submit.

11. Do you need support in better working with your school district(s)?

No, our JRB has an established and strong working relationship with our local school system. Our staff regularly visits local schools and interacts with students on site, with other school staff, and on the level of BOE suspension and expulsion hearings.

12. If you are not a YSB run JRB, are you in collaboration/partnership with your YSB? ☐ yes ☐ no

a. Please explain your relationship and how the YSB participates

Our JRB is embedded in, and run by, our YSB (which is municipally based).

13. Are you currently collecting all the required DCF data for your JRB? ☒ yes ☐ no

a. if no, please explain:

14. If you utilize a part-time case manager, would you be willing to share a case manager with another JRB in close proximity to you? What would that look like?

We serve Norwalk and Weston (via contract). We have a full-time case manager but due to serving 185 JRB cases last year we do have a need to augment our staff. We also utilize some criminal justice interns throughout the year to augment our JRB activities.

IV. FUNDING:

1. Explain, **in detail**, how you will use funding to enhance and support your JRB for the 2022-23 year (Remember, it cannot be the only source of funding...it is meant to support and enhance your current process).

As lived experience mentors for young males of color are particularly difficult to procure, we intend to use our funding to contract with Elm Village's Critical Messenger program to pair high risk JRB involved youth with an individual in their mentoring program. This entails an average of 4-5 hours per week of time spent engaged in pro-social and interest developing activities to offer these youth alternatives to the negative influences and experiences in which they may be engaged. The mentors in this program have "gotten out" of street life and negative choice pathways to be productive within their communities. Some of these individuals are engaged in music production, fashion, sports, and other areas of interest around which they can engage youth based on the youth's interests. Building a relationship with the referred youth to deter them from at risk behaviors is also key to this intervention program. Juvenile Probation utilizes this program for their most difficult probation

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clients, and it was highly recommended to our JRB. We also want to utilize a small amount of funding for expenses for JRB involved youth. Access to some activities for which they may benefit is limited by funding for things such as fees, equipment and/or related program costs.

2. How will this funding be used to increase your capacity (number of cases accepted and served) or otherwise enhance the services already provided by your JRB? (Please explain)

While we do not anticipate the funding to increase capacity, we do expect it to allow us to better serve JRB clients we manage based upon how we intent to utilize the funding dollar. The funding will fill in service gaps and needs we have identified that lack other resource opportunities at this time.

3. How many total weekly case management hours (on average) would your JRB need to fulfill the needs of your JRB and to expand to the number of accepted cases and/or expand services for the current level of cases?

We require approximately 40-50 hours of weekly case management hours to support our current caseload and to expand the services we offer.

V. BUDGET:

Total amount REQUESTED: **\$35,000** (subject to approval)

Breakdown of Funds:

1. Total Amount for Case Management hours: **\$**
2. Total Amount for Pro Social activities: **\$4,060**
3. Total amount for Direct Services **\$30,940**

(Direct Services request should equal the total amount of the 4 areas below)

Transportation total: **\$**

Youth Employment Services: **\$**

Treatment Services: **\$**

Tutoring: **\$**

Other* (please specify activity): **\$30,940**

* (Critical Messenger mentoring program)

VI. BUDGET NARRATIVE:

Explain, **in detail**, how the budget amounts were developed and how the funds will be spent. **Be specific.**

Critical Messenger Program budget:

\$ 85.00 per hour inclusive of all program related costs.

\$ 340.00 per week based on avg. 4 hours of mentoring per week per youth.

\$ 8,840.00 per mentoring period of avg. 26 weeks.

\$30,940.00 total cost of estimated 3 to 4 youth to participate in program during grant period. *

*This is a new pilot program / service we would be using within our JRB and if it is successful, we hope to augment it with other to be identified funds.

\$ 4,060.00* estimate for flex funding to be used directly to support JRB youth for programmatic services and needs for which they and their families lack the resources to support. These may be program fees, equipment, transportation, etc.

*\$295 Sports activity enrollment fee (Hoop Haven) x 8 = \$2,360

*\$115 equipment fees shoes / other gear x 12 = \$1,610

*\$ 10 food / snacks x 9 = \$90

\$35,000 TOTAL

1. Case Management: (# of hours per week, hourly rate, number of weeks, etc. plus any benefits)

We are not using this funding to support additional case management hours.

2. Pro Social activities (including memberships, clubs, leagues, PYD activities, etc.). **Please break down by cost per youth or per service:**

As the flex funding amount identified is specific to the needs of a specific JRB involved youth and their needs we cannot predict per youth per service costs up front. These funds will be used discerningly and on an as need basis. If the end of the year approaches and it appears these funds may not be entirely spent, the balance can be re-allocated to support additional mentoring hours.

3. Direct Services: (provide **detail** for each of the Direct Service categories listed above in the Budget)

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Transportation:

Youth Employment Services:

Treatment Services:

Tutoring:

(Other, if appropriate and subject to approval):

- The Critical Messenger mentoring program is a per hour cost with an estimated 4-5 hours per week per referred youth over 26 weeks. The rate is inclusive of all programs, equipment, transportation, and any other related costs in deliverance of this service.

SUBCONTRACT TERMS OF AGREEMENT/SCOPE OF SERVICES

The NORWALK YSB/JRB agrees to the following terms and conditions presented below and agrees to comply with all requirements of this funding. Failure to comply may result in the termination of the contract, return of any unspent funds previously distributed, and loss of future funding. This document will become effective and enforceable upon the successful completion and acceptance of the enclosed application. The amount of the grant will be determined through review of the application and may be different than the amount requested in your application.

SCOPE OF SERVICES:

- Agree to serve a target population of children and youth, ages 10-17 from the town(s) your JRB serves. Target population is youth who have engaged in delinquent behavior or youth who are being referred by your YSB for FWSN behaviors.
- Operate your JRB based on a service delivery model that is community based.
- Demonstrate meeting on a regular basis and servicing youth
- Require that the youth and family acknowledge responsibility
- Require that the youth/parent enter a contract with the JRB to make reparations for their referred behavior
- Make recommendations for the youth that may include but are not limited to: repairing of harm done, restoration of relationships damaged, appropriate restitution, mediation, community service that is linked to the behavior and to the repairing of harm done, positive youth development activities, and/or mental health or substance abuse assessment and/or treatment (if appropriate and agreed upon by the family).
- JRB will help the youth develop competencies in the areas of education, social skills, problem solving, employment/vocational opportunities, and life skills.
- 50% of all JRB Board members will have completed training in Restorative Practices by 6/2024
- The JRB will move to a Restorative Practices model and utilize its principles for the provision of the JRB “activities”.
- JRB will adopt and adhere to the JRB Protocols and Procedures Guide to the best of their ability.
- Ensure that contract completion will be monitored by the JRB case manager and/or Board members.
- JRB will have police departments refer cases to the JRB as well as participate as members of the Board.
- JRB will encourage elementary, middle and high schools to work with the police to refer cases prior to arrest as well as to participate as members of the Board.
- JRB will use the funds to expand case management services to increase capacity and/or enhance current services.
- JRB will coordinate interventions with other service providers whenever possible to minimize costs and to make sure services are not already available “in kind” or “at no cost”.
- Youth and Parent will complete the OHIO SCALED Screening tool and the results will be used to help determine areas of need to address.

FUNDING MAY BE USED FOR:

- Case management hours for the JRB to increase referral capacity and success rates by providing a qualified Case Manager to the JRB for an agreed amount of time or to increase hours devoted to JRB duties by an existing JRB Case Manager.
- Memberships or scholarships for Pro Social activities that foster positive development such as youth development programs, clubs, leagues, gyms, etc. These should be organized to provide structure and opportunity for social skills building and for sustained benefit.
- Direct Service Funding in the following categories:
 - *Transportation* for youth and family to participate in the JRB or Board recommended activities and services.
 - *Youth Employment Services*, stipends or funded worksite, or other subsidized employment opportunities not otherwise available in the community. Existing federally or locally funded programs should be exhausted first.
 - *Treatment Services* which may include evaluation, counseling services, mentoring and mediation services which may not otherwise be available in your agency.
 - *Tutoring*

DATA REQUIREMENTS:

- JRB will collect and report on required data as required by DCF in a format provided by CYSA. Data collection may include, but will not be limited to the following:
 - Fiscal accounting for support and enhancements
 - Educational data for youth receiving supports or enhancements including attendance, grades, etc. (for the time period that youth have an open case)
 - Client outcomes such as recidivism, attendance, academic success (for the time period that youth have an open case)
 - Demographic information
 - OHIO Scales results
 - Other required data to be determined by DCF or CYSA
 - Performance measures for the above-mentioned data points may include:
 - Percentage of youth who had no further involvement with the Juvenile Justice System (during the time period youth had an open JRB case)
 - Percentage of youth who had an increase in school attendance (during the time period youth had an open JRB case)
 - Percentage of youth who had a reduction in school suspensions or negative behavior in school (during the time period youth had an open JRB case)
 - Percentage of caretakers reporting improved functioning of the youth (during the time period youth had an open JRB case)
 - Percentage of youth and parents reporting positive outcomes from the JRB process using the JRB survey

OTHER REQUIREMENTS:

- ***All JRB cases must remain open for a MINIMUM of 6 MONTHS in order to more appropriately measure success. (NOTE: recommendations do not have to last for 6 months, but case management and follow up should extend the full 6 months even if recommendations are complete)**
- **Parent and youth must sign a contract requiring them to be present at a case closing meeting (unless there are special circumstances) and to complete all necessary paperwork before the case is officially closed**
- **JRB must conduct a “case closing” meeting with youth and parent/guardian in attendance (case manager can conduct the case closing if full board cannot meet).**
- **Parent and youth must be “strongly encouraged” to complete the provided JRB EXIT SURVEY at case closing as a part of the case completion requirements.**

By signing this document, I, David Walenczyk, (Director of Youth Services), certify that I have read, understand and agree with all of the requirements of this contract. I also certify that I am authorized to sign this contract on behalf of the Norwalk JRB. *

**Final acceptance of any and all grant funds by the City of Norwalk is subject to Common Council and Mayoral approval. As with our YSB grant application I am signing this application as a place holder as final approval may take several weeks based on committee and Common Council calendars.*

Applicant agency signature:

David J Walenczyk, Director Norwalk Youth Services
Name and Title

Date

Signature

CYSA signature:

Name and Title

Date

Signature

CITY OF NORWALK

RELOCATION PLAN

Code Enforcement Activities

I. PURPOSE

The Relocation Plan is adopted by the City of Norwalk pursuant to the provisions of the Uniform Relocation Assistance Act (“the URAA”), Connecticut General Statutes § 8-266 et seq., and URAA Regs. Ct. Agencies Regs. §§ 8-273-1 through 8-273-41.

Connecticut General Statutes § 8-266 states that the purpose of the “URAA” is to establish a uniform policy for the fair and equitable treatment of persons displaced by Code Enforcement activities.”

The city promulgates this Relocation Plan for the provision of URAA benefits and assistance to individuals and families displaced by the City’s Code Enforcement activities as a result of sub-standard conditions.

II. ADMINISTRATIVE STRUCTURE

Determination of displacement and provisions of relocation benefits and assistance under this Relocation Plan shall be accomplished by the Director of Health or his/her designee for the City of Norwalk, in consultation with all other appropriate Code Enforcement agencies.

III. APPLICATION PROCESS

Upon posting by the Code Enforcement unit, that a building is unfit for occupancy, the Code Enforcement Officer shall immediately inform the occupant that he/she must contact the Director of Health or his/her designee, to make an application for Relocation Assistance within (5) five business days. At the same time, the Housing Code Inspector shall notify the owner of the property of the owner’s potential liability for relocation benefits.

IV. DETERMINATION OF DISPLACEMENT

- A. The Relocation officer shall determine whether an occupant has been displaced within (5) five business days of the agency’s receipt from any source of an inspection report by a City agency.
- B. If, upon review of the inspection report from the appropriate agency, the Relocation Officer finds that the property is in such a condition as to constitute an immediate and serious threat to the health or safety of the occupant, the occupant

shall be immediately determined to be a displaced person, as that term is defined in the URAA § 8-267(c).

C. If, upon review of the inspection report of an appropriate City agency, the Relocation Officer finds the existence of any violations, the officer shall:

- (a) Determine on the basis of the totality of the situation including but not limited to the seriousness of the condition, their effect on the occupant, and the owner's ability to remedy them, a reasonable deadline by which the owner must complete the necessary repairs or incur the consequences of a determination that the occupant has been displaced under the URAA; and
- (b) Housing Code Inspectors will provide to the owner and the occupant a notice informing them of the deadline.

D. Immediately following the expiration of the deadline, the Relocation Officer shall insure that the City agency that issued the original report, reinspect the property and report its findings to the Relocation Officer. If the Relocation Officer finds that the conditions have not been taken care of, the Relocation Officer in conjunction with the Housing Inspectors shall:

- (a) Determine that the occupant has been displaced. The Housing Inspector shall provide an adult occupant and the owner with a Notice of Action; or
- (b) Determine based upon the totality of the circumstances, that the necessary repairs will soon be made and offer the owner the option of temporarily relocating the occupant to adequate replacement housing until conditions are remedied.

- (1) If the owner fails to either remedy the situation as demanded by C.G.S. § 47a-7 or agree to temporary relocation within (5) business days, issue a Notice of Displacement to the occupant and to the owner.
- (2) If the owner agrees to temporarily relocate the occupant, the owner shall accomplish this temporary relocation at his/her expense within a reasonable time frame established by the Relocation Officer.
- (3) Once the reinspection of the property has been found to be satisfactory to the Housing Inspector, the owner shall restore the occupant to the building at the owner's expense.

E. If at any time the Relocation Officer or the Housing Inspector is informed of the existence of violations on a premises and the owner informs that he/she cannot or will not make the necessary repairs, the Housing Inspector shall immediately issue Notice of Action to the occupant and to the owner.

V. RELOCATION OF DISPLACED PERSONS

A. *GENERAL*

1. The City of Norwalk shall file this Relocation Plan with the State of Connecticut Department of Housing together with the information required by the Connecticut General Statutes § 8-281, for the approval of the Commissioner of Housing.
2. The City shall administer a relocation program for persons displaced from property by the City's Code Enforcement Units. This program shall include such measures as may be necessary to ensure that, prior to displacement by Code Enforcement activities, there will be available to every displaced person an "adequate replacement dwelling" as that term is defined in the URAA Regulations § 8-273-4(e), which is:
 - a. "decent, safe and sanitary," as that term is defined in the URAA Regulations § 8-273-4(a);
 - b. in an area not generally less desirable than the area in which the displacement dwelling is located in regards to public utilities and to public and commercial facilities.
 - c. reasonably accessible to the displaced person's place of employment; and
 - d. available at a price of rental within the financial means of the displaced person.
3. The Relocation Officer shall ensure that a copy of this Relocation Plan provided to all the appropriate City agencies or departments. Upon request, a copy of this Relocation Plan shall be provided at no expense to any indigent person.

B. *RELOCATION BENEFITS AND ASSISTANCE*

1. Within (5) five business days of the issuance of the Notice of Action to any displaced person, the Relocation Officer shall move the displaced person and his/her family and personal property from the displacement dwelling to a permanent replacement dwelling. If no permanent dwelling is available, the displaced person and his/her family and personal property shall be moved to temporary replacement dwelling.

If no temporary replacement dwelling is available, the displaced person(s) and his/her family shall be moved to emergency housing and their personal effects shall be placed in storage.

If a displaced person elects to receive a fixed cash payment in lieu of actual and reasonable moving and storage expenses pursuant to C.G.S. § 8-268 (and in accordance with), the City shall be under no obligation to move or store personal property owned by the displaced person and his/her family.

2. The Relocation Officer shall permit any displaced person who elects to have the City move and store his/her personal property, to choose a mover from a

list of moving companies to be maintained and provided by the Relocation Officer. The moving company selected by the displaced person(s) shall, at the expense of the City pack, crate, and transport the displaced family's personal property, including household appliances owned by the family. If a temporary or permanent replacement dwelling is not available, the City shall arrange for the storage of the personal property. The City's obligation to move a displaced family's personal property shall extend to subsequent moves from storage to permanent replacement dwelling, from storage to a temporary replacement dwelling, and/or from a temporary replacement dwelling to a permanent replacement dwelling. The City shall insure all personal property against loss or damage while being moved and while in storage. The City's moving obligation shall include the cost of removing, reinstalling, and recounting all household appliances owned by the displaced family.

3. The Relocation Officer shall provide fixed cash payment to any displaced person who elects to receive such payment in lieu of actual and reasonable moving expenses. The payment shall be made as soon as possible. The exact amount of the fixed cash payment shall be determined in accordance with URAA Regulations § 8-273-3.
4. The Relocation Officer shall move the displaced family to a permanent replacement dwelling which is a "comparable dwelling" as that term is defined in the URAA Regulations §§ 8-273-4(a) and 8-273-4(b). Any proposed permanent replacement dwelling shall be inspected by the Relocation Officer to determine whether or not it is "decent, safe, and sanitary," as that term defined in URAA Regulations § 8-273-4(a).
5. Any displaced person who actually and lawfully occupied a dwelling which has been deemed unfit for occupancy for at least 90 days before the date of displacement and who rents a permanent replacement dwelling, shall be entitled to receive a replacement housing payment not to exceed \$4,000.00. The exact amount shall be determined in accordance with URAA Regulations § 8-273-32, and shall be 48 times the monthly rent for the permanent dwelling less either:

(1) 48 times the average monthly rent paid for the displacement dwelling by the displaced individual during the three months prior to displacement; or (2) if the average monthly rent is not reasonable, 48 times the monthly economic rent for the displacement dwelling as established by the Relocation Officer.

Once a displaced person has rented and occupied a permanent dwelling, the Relocation Officer shall make the replacement housing payment directly to him/her, unless the displaced person requests that the payment be made directly to the lessor, pursuant to URAA Regulation § 8-273-24.

If calculation of the replacement housing cost is \$2,000.00 or less, it shall be paid in one lump sum on the date that the displaced individual rents and occupies the permanent replacement dwelling. If the calculation of the replacement housing exceeds \$2,000.00, the Relocation Officer may either make the payment in one lump sum or in four equal installments, with the first payment made on the date that the displaced person actually occupies the permanent replacement dwelling. The balance of the payments shall be made at intervals established by the Relocation Officer, upon receiving notification from the appropriate City agency that the displaced person still resides in a decent, safe, and sanitary dwelling.

At the request of the displaced person, the Relocation Officer shall provide in writing to the lessor, that the displaced person will receive a replacement housing payment on the date that he/she rents and/or occupies a permanent replacement dwelling. The Relocation Officer will also include in writing the amount of the replacement housing payment that has been determined according to URAA Regulations § 8-273-32.

6. Any displaced person who has actually and lawfully occupied a displacement dwelling for at least 90 consecutive days prior to the date of displacement and subsequently purchases a permanent replacement dwelling shall receive a replacement housing payment not to exceed \$4,000.00. This shall be determined in accordance with the URAA Regulations §§ 8-273-27 (b), 8-273-31, and 8-273-34. That the amount shall be made available for the displaced person to (1) make the down payment on a permanent replacement dwelling required for a conventional mortgages loan; and (2) the incidental expenses is described in the URAA Regulations § 88-273-31.
7. In accordance with the URAA Regulations § 8-273-39, if two or more families, or an individual and a family, occupy the same dwelling, which has been deemed unfit for occupancy by the Relocation Officer, and the individual or family chooses to relocate separately, they shall be entitled to separately computed housing benefits. However, two or more individuals, not a family, who occupy the same displacement dwelling pursuant to the same rental agreement, shall be treated as a single family for purposes of calculating a replacement payment.

VI. EMERGENCY, TEMPORARY, AND PERMANENT HOUSING

If permanent replacement housing is not available at the time of the initial move from an unfit dwelling, the Relocation Officer shall relocate the displaced person and/or family to either temporary housing or emergency housing.

A. *Temporary Housing*

Temporary Housing is designed to provide a safe, stable environment for those families who are seeking permanent shelter. It will allow families to function as a unit; provide the basic necessities for survival and allow less interruption to the family unit while seeking permanent housing.

When a temporary housing unit becomes available, the City may move the displaced individual and/or family from Emergency Housing to Temporary Housing. A temporary replacement dwelling must meet the standards for “adequate replacement housing” as stated in the URAA Regulations, §§ 8-273-4(a) and 8-273-4(c). The provisions of the Connecticut General Statutes §§ 47a-2(1) and 47a-2(4) shall apply to the occupancy of a Temporary replacement dwelling by displaced persons. In no event, shall a displaced person or family remain in temporary replacement dwelling on a permanent basis. The Relocation Officer shall relocate the displaced person or family into permanent replacement dwelling as soon as is reasonably possible.

For the purpose of this plan, the Relocation Officer shall maintain a list of temporary housing to be used on an emergency basis to provide interim housing to individuals and/or families that have been displaced due to Code Enforcement activities.

B. Emergency Housing

For purposes of this plan, Emergency Shelter means the shelter located at 4 Merritt Street in South Norwalk, Connecticut.

If no room is available at the Emergency Shelter or the Emergency Shelter is unable to accommodate the individual or family, then the Relocation Officer must provide emergency housing by using another shelter in a neighboring community or by providing a hotel or motel room within the City of Norwalk.

There is no time frame attached to the use of the Emergency Shelter. A displaced person and/or family will reside in emergency housing until either permanent housing is located and secured or until an opening at temporary housing. During the individual’s and/or family’s stay in Emergency Housing, the City will be solely responsible for the payment of the Shelter bills.

C. Permanent Housing

Once displaced, the Relocation Officer and the displaced person or family will diligently seek permanent housing. The displaced family or individual shall look for a minimum of four housing prospects per day and provide contact information for said housing prospects to the Relocation Officer.

If the displaced family or individual fails to make an attempt on their own, to find replacement housing or violates any conditions in the agreement; the case may be dropped and continued eligibility for benefits will cease. The landlord and the tenant will be informed of the cessation of benefits by a 10-day notice.

The tenant in Temporary Housing will be responsible for locating other housing whether it be temporary or permanent. They will be responsible for meeting their own needs until they have located permanent housing.

Once the tenant that has been placed and/or removed from “Temporary Housing” locates permanent housing, the required Relocation benefits to this permanent housing situation will commence. Pursuant to URAA Regulation § 8-273-23, the Housing Code Inspectors will be requested by the Relocation Officer to inspect the facilities that have been located so that it can be deemed “safe and fit” for occupancy.

For the purpose of this plan, permanent housing must be “adequate replacement housing” as that term is defined in the URAA Regulation § 8-273-4(e).



NOTICE OF RIGHTS AND SERVICES

Because of the conditions of the building that you and your family are living in, you may be displaced from your dwelling as a result of the City's Code Enforcement activities.

If you are displaced, you and your family may be entitled to receive relocation benefits from the City. In order to receive these benefits you must fill out the attached application form and contact the Relocation Officer within (5) five days after you receive this notice.

Within (5) five business days after the Relocation Officer has been notified by another City agency that there are code violations within your dwelling unit, the Relocation Officer shall decide whether or not you should be relocated. If conditions are deemed unfit for human occupancy, the Relocation Officer will send you a NOTICE OF DISPLACEMENT and you will be relocated as soon as possible.

If the Relocation Officer decides that the conditions in your dwelling are poor but not a serious threat to human health or safety, the Relocation Officer will give the owner a deadline to make all necessary repairs. If the owner states that he/she cannot or will not make the repairs, you will get a NOTICE OF DISPLACEMENT, and be relocated as soon as possible.

If the property owner fails to meet the Code Enforcement Agency's deadline, the agency will inform the Relocation Officer and the property owner will be required to relocate you and your family on a temporary basis, while the repairs are being completed.

If the Relocation Officer decides that you cannot remain in your dwelling and you must be displaced, the City will find you permanent housing for you as soon as reasonably possible. However, it may be necessary for you and your family to stay in an emergency shelter and/or temporary replacement housing for a limited period of time prior to the City or you locating permanent replacement housing.

EMERGENCY HOUSING: means the shelter that is run at 4 Merritt Street or another shelter or decent lodging in the area.

TEMPORARY HOUSING: means an apartment for you and your family, which is NOT permanent housing. You will occupy this housing until the City or you find permanent housing.

PERMANENT REPLACEMENT HOUSING: means a new home for you and your family to rent or buy with the assistance of the Relocation Officer. If you occupied your old home for at least 90 consecutive days before you became displaced, the City will pay up to \$4,000.00 to help you rent or buy a home. If you rent an apartment, the City will pay you the exact amount of the difference between the new rent and the average monthly rent that you paid for your old home during the last three (3) months before the City displaced you. If you buy a house as your permanent replacement dwelling, the exact amount to be paid by the City will depend on the amount of the down payment and incidental expenses involved in the purchase. Relocation agency staff will explain the exact procedure for computing what portion of the \$4,000.00 maximum to which you are entitled.

When you fill out the Application for Relocation Assistance, you will let the City know whether you want to receive a fixed cash payment to cover your moving and storage expenses or whether you would rather have the City handle moving and storage for you.

If you request a fixed cash payment, you will receive from \$250.00 to \$500.00 to cover your moving expenses and storage. The exact amount that you will receive depends on the number of rooms that you have in your apartment or house. The fixed cash payment will be given to you as soon as possible. REMEMBER, if you decide to take the fixed cash payment, the City will assist in procuring replacement housing for you and your family, but the City will not move your property, you will be solely responsible for moving and storing your property.

Rather than receiving a fixed cash payment, you may ask the City to handle the moving and storage for you. The City will choose a mover and your property will be packed, crated, moved, and if necessary, it will be stored for you until the City or you have located permanent replacement housing.

Any cash payment that you receive from the City should not be considered income. Such cash benefits will not affect your eligibility to receive City or State Welfare payments.

You have the right to refuse any and/or all of the Relocation assistance available to you. If you refuse only certain parts of the Relocation assistance available to you, you will still be entitled to the remainder of the assistance.

This NOTICE OF THE RIGHTS AND SERVICES is a summary of the City of Norwalk Relocation Plan for Code Enforcement activities. You are entitled to receive a copy of this plan upon request.

Sincerely,

Relocation Officer

Date

Notice of Availability of Relocation Assistance Benefits

This notice is to inform your potential rights under the agreement and Connecticut's Uniform Relocation Assistance Act (Conn. Gen. Stat. § 8-266 *et seq.*).

In order to qualify for this assistance, City of Norwalk officials must have informed you that you have to move out of your apartment as a result of fire, damage to your building, structural defects, or other emergency or safety related issues.

The following assistance may be available:

- Temporary emergency housing paid for by the City of Norwalk;
- Help in finding permanent replacement housing;
- Actual reasonable moving costs and related expenses, or you can choose to be paid fixed moving and dislocation expense allowances;
- Some rental assistance (including help with the security deposit and/or the difference between the rent for a new residence and the rent for the residence you were displaced from).

To receive this assistance, you must apply to the City of Norwalk Health Department, located at 137 East Avenue, Norwalk, CT 06851. You must provide the City of Norwalk with documents such as bills or a proof of a lease to establish length of residency in the dwelling from which you were displaced, as well as receipts and other evidence to establish eligibility for other related expenses.

Please see the Affordable Housing Application on pages 2-6.

AFFORDABLE HOUSING APPLICATION

I. FAMILY COMPOSITION

(A) Head of Household

Name: _____
(Last) (First) (Middle Initial)

Telephone: _____

Date of Birth: _____

If employed, name and address of employer: _____

Length of time at present address: _____

(B) Other Family Members

Name: _____
(Last) (First) (Middle Initial)

Date of Birth: _____

Relationship: _____

Length of time at present address: _____

If employed, name and address of employer: _____

If in school, name and address of school: _____

Name: _____
(Last) (First) (Middle Initial)

Date of Birth: _____

Relationship: _____

Length of time at present address: _____

If employed, name and address of employer: _____

If in school, name and address of school: _____

Name: _____
(Last) (First) (Middle Initial)

Date of Birth: _____

Relationship: _____

Length of time at present address: _____

If employed, name and address of employer:

If in school, name and address of school:

Name: _____
(Last) (First) (Middle Initial)

Date of Birth: _____

Relationship: _____

Length of time at present address: _____

If employed, name and address of employer:

If in school, name and address of school:

***If listing more than four household members, please attach a separate sheet listing name, date of birth, relationship to head of household, length of time at present address, and employer or school, if applicable**

(C) LOCATIONAL NEEDS

1. Education Needs

Number of children in:

Elementary _____	Approximate Distance _____	Transportation _____
Junior High _____	Approximate Distance _____	Transportation _____
High School _____	Approximate Distance _____	Transportation _____
Other _____	Approximate Distance _____	Transportation _____

2. Occupational Needs

Head of household:	Distance to work _____	Transportation _____
Other member:	Distance to work _____	Transportation _____
Other member:	Distance to work _____	Transportation _____
Other member:	Distance to work _____	Transportation _____

3. Special Facilities

If proximity to any special facilities is required, please describe:

II. DWELLING UNIT

- (1) Number of Rooms: _____
- (2) Last agreed upon rent: \$ _____ per week or per month
- (3) Are heat and utilities included in your rent? _____
- (4) If not, what is your source of heat? _____ oil _____ gas _____ electricity _____ other
- (5) If not, what is your average monthly cost for:
 - a. Oil \$ _____
 - b. Gas \$ _____
 - c. Electricity \$ _____

III. EMPLOYMENT INCOME

- (1) Head of household
 - a. Employer or Source of Income: _____
 - b. Location of Employer: _____
 - c. Length of Employment: _____
 - d. Title: _____
 - e. Approximate monthly gross income: _____
- (2) Other household member
 - a. Employer or Source of Income: _____
 - b. Location of Employer: _____
 - c. Length of Employment: _____
 - d. Title: _____
 - e. Approximate monthly gross income: _____
- (3) Other household member
 - a. Employer or Source of Income: _____
 - b. Location of Employer: _____
 - c. Length of Employment: _____
 - d. Title: _____
 - e. Approximate monthly gross income: _____
- (4) Other household member
 - a. Employer or Source of Income: _____
 - b. Location of Employer: _____
 - c. Length of Employment: _____
 - d. Title: _____
 - e. Approximate monthly gross income: _____

IV. MOVING AND STORAGE

Select from the following options:

☐ (A) I request a fixed cash payment from the City of Norwalk to cover my moving and storage expenses. I understand that the exact amount of payment will depend on the number of rooms in my dwelling and that if I choose a fixed cash payment, I will be solely responsible for moving all of the personal property in my dwelling.

1 room	\$250.00
2 rooms	\$290.00
3 rooms	\$340.00
4 rooms	\$370.00
5 rooms	\$430.00
6 rooms	\$460.00
7 rooms	\$500.00

☐ (B) I request actual and reasonable moving expenses of my personal property. This can include, but is not limited to, packing, moving, and unpacking of personal property, disconnection and reconnection of household appliances, and the storage of personal property. All actual expenses must be necessary and reasonable as determined by the City of Norwalk and supported by receipts. The City can arrange for a commercial move and insurance against loss or damage while my personal property is being moved and stored.

I certify that the foregoing information is accurate to the best of my knowledge.

Please state your annual household income (i.e., the gross amount of earnings of all family members over the age of 18): \$_____

In support of the income that I/we certified above, I/we hereby authorize the City of Norwalk to contact my company, agency, group, or organization to obtain any and all information which is deemed necessary to determine if I/we am/are eligible for participation in the relocation program. Such would include, but is not limited to, the most recent IRS 1040 form, employer's income verification, DIM's budget sheet, or similar. I understand that this information is only for the purpose of determining my/our eligibility and will be kept confidential.

Signature: _____

Date: _____

Signature of City of Norwalk: _____