

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

Special Meeting: July 6, 2023
Public Hearing: July 10, 2023
Regular Meeting: July 11, 2023

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS: Deanna D'Amore, Director of Health
Christopher Mannella, Water Pollution Control Authority

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATION AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Potential acquisition of Real Property and/or discussion of attorney client privileged communications, Conn. Gen. Stat. §§ 1-200 (6) (D)and (E), and 1-210(b)(10)

EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

1. Claims Committee: July 2023
2. Narrative on Tax Collections dated July 2023 – Receive Report and discuss.
3. Monthly Tax Collector's Reports dated June 2023– Receive Report and discuss.
4. Authorize the Purchasing Agent to issue purchase orders to Whalley Computer Associates, for the supply of 1200 HP Chromebooks, an amount not to exceed \$362,400, Account No. 09245010-5777-C0112 (budgeted 2023/2024 IT Capital item).
5. Authorize the Purchasing Agent to issue a purchase order to Total Communication, in an amount not to exceed \$126,679.45 for purchase Pure Storage Flash Array with 36 Months 24/7 Support and storage installation. Pure State Contract Pricing Applied: Contract #20PSX0108A.
Account No. 09241370 5777 C0375
6. Authorize the Purchasing Agent to issue a purchase order to Schneider Electric, in an amount not to exceed \$37,063.00 for UPS Battery Replacement for Data Center.
Account No. 09231370 5777 C0375

B. RECREATION, PARKS & CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor Harry W. Rilling, to enter into an agreement with The Lockwood-Mathews Mansion Museum for the use of Mathews Park and immediate surrounding grounds for their Old-Fashioned Flea Market event to be held on Sunday, August 27, 2023, from 10:00 AM to 4:00 PM. Set-up time 7:00 AM with tear-down by 6:00 PM. Approximately 2,500 people.

2. Authorize the Purchasing Agent to issue a purchase order to M. O'Brien & Sons in an amount not to exceed \$87,377.04 for the sole source purchase a new playground for Marvin School, from accounts # 0921/22/23-6030-5777-C0364, off the MHEC MC15-B14 State Contract.

C. COMMUNITY SERVICES COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments needed to apply for and receive Per Capita Grant in Aid funding from the CT Department of Public Health in the amount of \$176,004.42 for the period July 1, 2023 – June 30, 2024.
2. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments with Sacred Heart University as may be necessary to allow for students in the University's graduate and undergraduate programs to be placed at the Norwalk Health Department for internships and student learning opportunities.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

COMMON COUNCIL SPECIAL MEETING JULY 6, 2023
NORWALK, CONNECTICUT COUNCIL CHAMBERS AND 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
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I. CALL TO ORDER

Mayor Rilling called the special meeting/workshop to order at 8:34 p.m. and led the Assembly in reciting the Pledge of Allegiance.

II. ROLL CALL

Ms. Dixon called the Roll:

Council at Large:	Mr. Gregory Burnett	Mr. Edwin Camacho (8:37 P.M.)
	Mr. Joshua Goldstein	Ms. Nora Niedzielski Eichner
	Ms. Barbara Smyth	

District A:

District B: Ms. Diana Revolus

District C:

District D:

District E: Mr. James Frayer

At Roll Call there were six (6) Common Councilmembers present and nine (9) absent (Mr. Camacho; Ms. Ayers; Mr. Heuvelman; Ms. Young; Mr. Kydes; Ms. McMurrer; Ms. Alterman; Mr. Meek; Ms. Shanahan).

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

Members of the Charter Revision present were Ms. Patsy Brescia; Mr. Carl Dickens; Mr. Tyler Fairbairn and Attorney Steven Mednick

Mr. Camacho joined the meeting at 8:37 p.m.

III. PUBLIC PARTICIPATION

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

There was no public participation this evening.

IV. REVIEW ARTICLES IX – END OF THE DRAFT REPORT OF THE CHARTER REVISION COMMISSION

Mr. Burnett explained that this will be the third workshop of the Common Council on the Charter Revision. He turned the meeting over to Mr. Mednick.

Mr. Mednick shared his screen and addressed comments that were provided by Ms. McMurrer and Ms. Niedzielski Eichner. He said this document will show some of the editorial changes that were made.

Mr. Mednick reviewed each section of the Charter and fielded questions from the members of the Common Council. Mr. Mednick said that he will update the document based on recommendations made by Common Council members.

Mayor Rilling expressed this thanks to Mr. Mednick for doing a remarkable job of making the Charter a readable document. Mr. Mednik said that his experience in Norwalk has been one of the best he has had due to the cooperation of everyone.

V. REVIEW OF CHARTER REVISION PROCESS AND SCHEDULE

The upcoming schedule is as follows; however, the times have not been established.

A. JULY 10: PUBLIC HEARING AND DELIBERATIONS

B. JULY 17: COUNCIL ACTION: FINAL ACTION OR RECOMMENDATIONS

C. JULY 19: CONFERRAL MEETING WITH CHARTER REVISION COMMISSION

D. JULY 26: CHARTER REVISION COMMISSION FINAL REPORT

Mayor Rilling thanked Ms. Brescia and the members of the Charter Revision for doing a yeoman's job on this project. Ms. Brescia said she reached out to the First, Second, Third and Sixth Taxing Districts and asked to be present at their meetings to answer questions about the Charter Revision. She noted there are no changes to the taxing districts.

Mr. Dickens noted the importance of having people attend these meetings.

VI. ADJOURNMENT

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

There was no further business, and the meeting was unanimously adjourned at 10:56 p.m.

ATTEST: _____
Irene Dixon, City Clerk

**COMMON COUNCIL SPECIAL MEETING
NORWALK, CONNECTICUT**

**JULY 10, 2023
VIA ZOOM**

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I. CALL TO ORDER

Mayor Rilling called the meeting to order at 8:01 p.m. and explained that the purpose of the meeting was to hold a public hearing. He led the Assembly in reciting the Pledge of Allegiance.

II. ROLL CALL

Ms. Dixon called the Roll:

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

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District A: Ms. Nicol Ayers (8:05 p.m.) Mr. David Heuvelman

District B: Ms. Diana Revolus Ms. Darlene Young

District C: Ms. Jenn McMurrer

District D:

District E: Mr. James Frayer Ms. Lisa Shanahan

At Roll Call there were eleven (11) Common Councilmembers present and four (4) absent (Ms. Ayers; Mr. Kydes; Ms. Alterman; Mr. Meek). A Quorum was present.

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

Charter Revision members present were, Ms. Patsy Brescia, Chair; Tyler Fairbairn; Benita Raleigh Watford

III. PUBLIC HEARING ON THE CHARTER REVISION

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

Mr. Alex Knopp expressed his appreciation for all the hard work done by the Commission. He said he was here to urge the Common Council to make a broader effort to inform the public of what is in the Charter package. He said it was very confusing and it would be a tremendous help to make sure there is clarity. He urged the Common Council to print a summary that is accessible and clarifies the major items. Mr. Knopp said this would go a long way to be sure the non-controversial items are not caught up with the controversial items.

Ms. Ayers joined the meeting at 8:05 p.m.

Ms. Lisa Brinton spoke in support of updating the Charter but was not in support of the four year term for Mayor. She noted this was not personal to Mayor Rilling. She said she could support a four year term if the Common Council members have a four year term. She talked about single party rule and said they need to look at proportional representation. She expressed hope that the Common Council will not put other aspects of the Charter at risk.

Ms. Diane Lauricella expressed her thanks to all involved in the Charter revision. She urged the City to inform the residents. She said that Newtown has a flyer to help explain their Charter

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revision and said she will drop it off to the Mayor's office. She said she did not know if the Common Council members reviewed the comments that were sent to the Charter Commission. She said she was not sure she could support a four year term for the Mayor of Common Council. She said suggested adding members to the Districts and to the At Large seats so people do not have to attend so many meetings. She said she was disappointed that Common Council compensation was not discussed. She said she wished they would reconsider the language and seek out an Ordinance.

Ms. Lauricella said a Citizen Police Review Commission is needed and would help the Police.

Mr. Fairbairn explained that a summary of the revisions to the Charter is on the City's website.

Ms. Brescia noted that they recommended two additions to the Fire and Police Commissions.

Ms. Deb D'Lorenzo said the City should do a five year long-range plan. She said she was concerned that the Common Council is not considering the financial impacts.

Ms. Shushela Gillis said she went into the City's website and found it extremely difficult to find the revision to the Charter. She said there needs to be a better way to communicate this to the residents without having to go on the website.

Mayor Rilling asked three times if there were any other people who wished to comment. He asked if any members of the Common Council wished to comment. Hearing none, he closed the public hearing.

IV. ADJOURNMENT

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

There was no further business, and the meeting was unanimously adjourned at 8:24 p.m.

ATTEST: _____
Irene Dixon City Clerk

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**REGULAR MEETING JULY 11, 2023
COMMON COUNCIL CHAMBERS AND
VIA ZOOM**

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Mayor Rilling called the meeting to order at 7:32 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. Edwin Camacho
	Mr. Joshua Goldstein	Ms. Nora Niedzielski Eichner
	Ms. Barbara Smyth	

District A:	Ms. Nicol Ayers	Mr. David Heuvelman
District B:	Ms. Diana Revolus	Ms. Darlene Young
District C:	Mr. John Kydes	Ms. Jenn McMurrer
District D:	Mr. Bryan Meek	
District E:	Mr. James Frayer	Ms. Lisa Shanahan (7:50 p.m.)

At Roll Call there were thirteen (13) Common Councilmembers present and two (2) absent (Ms. Alterman and Ms. Shanahan). A Quorum was present.

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

II. ACCEPTANCE OF MINUTES

Special Meeting: June 20, 2023

**** MR. HEUVELMAN MOVED TO ACCEPT THE MINUTES AS PRESENTED
 ** MOTION PASSED WITH THREE (3) ABSTENTIONS (MR. MEEK; MR. FRAYER AND MR. CAMACHO)**

Regular Meeting: June 27, 2023

**** MS. MCMURRER MOVED TO ACCEPT THE MINUTES AS PRESENTED
 ** MOTION PASSED WITH FOUR (4) ABSTENTIONS (MR. CAMACHO MR. MEEK; MS. NIEDZIELSKI EICHNER; MR. GOLDSTEIN)**

III. PUBLIC PARTICIPATION

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

Ms. Lynelle Jones asked the members of the Common Council to not vote to approve the Waterfront Industrial Zones Study. She said this is completely opposite of what is being told to the City leaders about climate change. She said the Study does not fully address storm water.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were no resignations announced this evening.

APPOINTMENTS:

**** MS. SMYTH MOVED TO APPROVE THE APPOINTMENT OF CHRISTOPHER WHITE TO THE HARBOR MANAGEMENT COMMISSION**

Ms. Smyth spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

**** MS. NIEDZIELSKI EICHNER MOVED TO APPROVE THE FOLLOWING APPOINTMENTS TO THE ARTS AND CULTURAL COMMISSION**

**STEPHEN RUST, ARTS AND CULTURAL COMMISSION
NORI GRUDIN, ARTS AND CULTURAL COMMISSION
NAOMI CLARK, ARTS AND CULTURAL COMMISSION
AVA JACOBS, ARTS AND CULTURAL COMMISSION
MELISSA MATUSKA, ARTS AND CULTURAL COMMISSION
BOB ABRIOLA, ARTS AND CULTURAL COMMISSION
BRIAN KASPR, ARTS AND CULTURAL COMMISSION
DANNY LOFTUS GEORGE, ARTS AND CULTURAL COMMISSION
MARC ALAN, ARTS AND CULTURAL COMMISSION**

Ms. Niedzielski Eichner and Ms. Smyth spoke in support of the appointments.

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS: There were no reappointments announced this evening.

MAYOR'S REMARKS:

Mayor Rilling thanked Congressman Himes for procuring \$4.5 million to complete the Norwalk River Valley Trail. This is going to be the largest trail in Connecticut.

Mayor Rilling joined the Norwalk Health Department and several volunteers at the Norwalk Meal Blitz to raise awareness of the Summer Meals Program that provides free meals to children under 18. He expressed his gratitude to the 13 local providers.

CT Summer at the Museum is back with over 120 museums statewide participating. Mayor Rilling also announced Norwalk was listed by *Fortune Magazine* as the 29th best place in the country to live and raise a family. He said that everyone shares in this honor.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATION AND APPOINTMENTS

There were no resignations, appointments or reappointments announced this evening.

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR:

Mr. Burnett announced that Ms. Young would be reading this evening's Consent Calendar.

**** MS. YOUNG MOVED TO APPROVE THE FOLLOWING CONSENT CALENDAR:**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

2. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE A CONTRACT VIA SOLE SOURCE PROCUREMENT WITH STANTEC INC. TO COMPLETE PROJECT REVIEW, CLOSEOUT, AND REQUISITION REQUESTS TO THE CONNECTICUT DEPARTMENT OF TRANSPORTATION FOR GRANT REIMBURSEMENT IN AN AMOUNT NOT TO EXCEED \$60,000 FOR NRV T PHASE 2.

ACCOUNT NO. 0923 3750 5777 C0777

0922 3750 5777 C0777

0923 4120 5777 C0824

B. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO AAA BAND RENTALS, LLC. FOR NORWALK HIGH SCHOOL AND BRIEN

City of Norwalk

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Common Council Chambers and Via Zoom

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**MCCMAHON HIGH SCHOOL BAND INSTRUMENTS REPLACEMENT
PROJECT FOR A TOTAL NOT TO EXCEED \$290,193.00.
ACCOUNT NO. 09245010 5777 C0685**

**3. TECHNICAL CORRECTION: OF COMMON COUNCIL ACTION OF JUNE
13, 2023, ITEM VII.E.2A & 2B WITH ACCOUNT NUMBERS CORRECTED TO
READ AS FOLLOWS:**

**A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN
AGREEMENT WITH RE-TECH LLC. FOR BELDEN AVENUE LIBRARY -
LITERACY VOLUNTEERS' OFFICE IMPROVEMENTS FOR A TOTAL NOT
TO EXCEED \$89,000.00.
ACCOUNT NO. 09206210 5777 C0660**

**B. AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE
CHANGE ORDERS ON THE CONTRACT FOR A TOTAL NOT TO EXCEED
\$8,900.00 FUNDS AVAILABLE FROM ACCOUNT NO. 09206210 5777 C0660,
09237100 5777 C0476**

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

A. ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

**** MR. KYDES MOVED TO Authorize the Mayor, Harry W. Rilling, to execute any and all
documentation to ratify and approve the Waterfront Industrial Zones Study.**

Mr. Kydes expressed his thank to all involved. Mr. Kleppin, Director of Planning and Zoning reviewed the Study. Mr. Camacho asked him to speak on the issues raised by the public. Mr. Kleppin explained there were two areas of concern – Commerce Street and along Water Street. He said they came up with a compromise proposal. The idea is to have more waterfront access.

Ms. Niedzielski Eichner said it was important to highlight the South Norwalk Climate Resilience Study public meeting coming up.

Ms. Shanahan joined the meeting at 7:50 p.m.

Mr. Meek asked if the Study was non-binding. Mayor Rilling said this is an approval to study.

Ms. Ayers asked about Commerce Street and asked if the Study talks about pollution in that area. Mr. Kleppin said it does not discuss that specifically, but talks about the types of allowable uses. The goal is to deindustrialize the Zone.

Mr. Burnett said he received a few notes with concerns about Brownfields. Mr. Kleppin said there are no listed sites in the Study area. He said there may be Brownfields, but if the property changes hands, that would trigger the CT Transfer Act.

**** MOTION PASSED UNANIMOUSLY**

**** MR. KYDES MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO INCREASE THE FUSS AND O'NEILL CONTRACT BY \$200,000 FOR ADDITIONAL TRANSPORTATION ENGINEERING AND RELATED DESIGN SERVICES FOR WALL STREET CORRIDOR IMPROVEMENTS.
ACCOUNT NO. 0923 3750 5777 C0800**

Mr. Kydes reviewed the item and said that construction is expected to begin in the fall of 2024.

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

**** MR. KYDES MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO INCREASE THE WSP CONTRACT BY \$25,000 FOR ADDITIONAL DESIGN SERVICES FOR THE PHASE 4 TRAFFIC SIGNAL UPGRADE PROJECT.
ACCOUNT NO. 0921 4120 5777 C0232**

Mr. Kydes reviewed the item and said this is to add two traffic lights that will streamline the traffic on Wall Street and West Avenue.

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

**** MR. KYDES MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A 3-YEAR LEASE AGREEMENT WITH RENT-A-CHRISTMAS IN AN AMOUNT NOT TO EXCEED \$138,584 (\$46,195 PER YEAR) FOR THE WALL STREET AND SOUTH NORWALK HOLIDAY EXTRAVAGANZA CHRISTMAS TREES INSTALLATION AND MAINTENANCE.
ACCOUNT NO. 133710 5796 AEC16
09243780 5777 C0680**

Mr. Kydes reviewed the request for Christmas trees. Ms. Ayers said these are the things that make Norwalk special to children.

Mr. Meek commented that if the City can pay almost \$50,000 for Christmas trees, it can afford a Library parking lot.

**** MOTION PASSED UNANIMOUSLY**

**** MR. KYDES MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE A 1-YEAR CONTRACT WITH STAR INC., LIGHT THE WAY WITH 4 OPTIONS TO EXTEND THE TERM FOR A PERIOD OF 1 YEAR EACH IN AN AMOUNT NOT TO EXCEED \$13,000 PER YEAR FOR LITTER CLEAN-UP SERVICES WITHIN THE WALL STREET BUSINESS DISTRICT VIA SOLE SOURCE PROCUREMENT.
ACCOUNT NO. 01 3720 5258**

Mr. Kydes reviewed the item and said this is a request to hire three people from STAR for clean up services. Ms. Young said she was excited to see this back. Mr. Heuvelman said that STAR is an asset to the City. Mayor Rilling noted they do really good work.

**** MOTION PASSED UNANIMOUSLY**

B. LAND USE AND BUILDING MANAGEMENT COMMITTEE

**** MS. SMYTH MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH RELIABLE EXCAVATING CO., INC. FOR THE NORWALK CONCERT HALL TERRACE AND STAIRS IMPROVEMENT PROJECT A TOTAL NOT TO EXCEED \$148,000.00. FUNDS ARE AVAILABLE FROM
ACCOUNT NO. 0923/247100 5777 C0439**

**AND TO AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON THE CONTRACT FOR A TOTAL NOT TO EXCEED \$14,800.00.
ACCOUNT NO. 0923/247100 5777 C0439**

Ms. Smyth reviewed the item and said the terrace stairs are in disrepair. This repair will increase safety. Mr. Meek said this warrants repair, but it seems to be premature to pay \$150,000 for this job without the full ADA scope of the project

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

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions presented this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

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

X. SUSPENSION OF RULES

There were no suspension of the rules this evening.

XI. ADJOURNMENT

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

**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 8:12 p.m.

ATTEST: _____
Irene Dixon, City Clerk

DEANNA D'AMORE, MPH

EDUCATION



MASTER OF PUBLIC HEALTH

University of Connecticut
December 2012

BACHELOR OF ARTS

New York University
Anthropology Major
Africana Studies Minor
May 2007

AWARDS & HONORS

Connecticut SHero Award, issued by the Connecticut Commission on Women, Children, Seniors, Equity and Opportunity, March 2021

Outstanding Leadership Award, issued by Mayor Harry W. Rilling, City of Norwalk, April 2021

"Deanna D'Amore Appreciation Day Proclamation", issued by Mayor Harry W. Rilling on April 23, 2021

Community Service Award, issued by the Alliance for Community Empowerment, May 2021

CURRENT MEMBERSHIPS

Norwalk Board of Health

Connecticut Association of Directors of Health, Immediate Past President, 2023 – Present; President, 2022 – 2023; Board of Directors, 2019 – Present

Norwalk Hospital Community Health Committee

Delta Omega Public Health Honor Society

State Association of County and City Health Officials (SACCHO) Council, National Association of County and City Health Officials

Master of Public Health Advisory Board, University of Bridgeport

EMPLOYMENT EXPERIENCE

DIRECTOR OF HEALTH

City of Norwalk, Health Department | January 2018 – Present

- Plan, organize, and direct a nationally accredited, multi-service public health agency. Supervise senior management staff from the divisions of environmental health/housing, preventable diseases, community health, emergency preparedness, epidemiology, and administration.
- Collaborate with other city departments, state and federal agencies, elected and appointed officials, partner organizations, and community members to build a healthier Norwalk. Align policies and services to address priorities.
- Enforce local and state laws related to the preservation and improvement of public health and preventing the spread of disease.
- Ensure funding and resources for programs and services. Oversee the budget consisting of local, state, and federal sources.
- Led the department through the COVID-19 pandemic with a focus on health equity. Advised the Mayor on the City's response and facilitated his multi-sector planning and response committee. Served on the statewide Provider Vaccine Equity Workgroup.

MEDICAL DATA ANALYST

Westchester County Department of Health | December 2016 – January 2018

- Led a department-wide team of staff in establishing and managing a formal quality improvement program.
- Utilized lean tools and methods to engage communicable disease control staff in identifying opportunities for operating more efficiently. Eliminated areas of waste in the process and cleared backlog of cases.
- Assisted the Commissioner of Health and Deputy Commissioners with responding to disease outbreaks and community exposures.
- Designed and conducted an observational study on clinic process flow.

PROJECT COORDINATOR

Norwalk Health Department | September 2010 – December 2016

- Directed department activities to achieve and maintain national accreditation.
- Designed and oversaw implementation of the quality improvement program, performance management system, and workforce development plan.
- Coordinated the community health assessment and development of the community health improvement plan.
- Organized the periodic update of the agency strategic plan.
- Developed operational policies and procedures.
- Wrote and revised environmental health laws and technical standards.
- Secured two competitive national grants to advance accreditation readiness.

HEALTH PROGRAM ASSISTANT

Connecticut Association of Directors of Health | April 2007 – July 2010

- Developed, implemented, and researched programs, including: performance improvement, advocacy, health equity, communications, and membership services.
- Identified, tracked, and provided updates on state legislative bills of importance to local public health. Wrote testimony and fact sheets.
- Researched other state public health programs and policies and summarized findings for senior staff and local health directors.

DEANNA D'AMORE, MPH

DEPARTMENT RECOGNITIONS

"National Public Health Workers Day Proclamation", issued by Governor Ned Lamont to honor and recognize the Norwalk Health Department on November 21, 2022

Distinguished Service Award, Norwalk Health Department, issued by Norwalk Community College, May 2022

Reaccreditation, Norwalk Health Department, issued by the Public Health Accreditation Board, March 2022

William O. Murphy Family Strengthening Award, Norwalk Health Department, issued by Family and Children's Agency, 2021

EXPERTISE

Public Health Administration

Policy Analysis & Development

Data Analysis & Synthesis

Community Engagement & Collaboration

Health Equity

Team Leadership

Strategic Planning

Change Management

Performance Management

Accreditation

CONTACT

📞 203 854 7776

✉ ddamore@norwalkct.gov

LEADERSHIP IMPACT

- Led the Norwalk Health Department to become the first accredited local health department in New England.
- In collaboration with the Commissioner of Health and Deputy Commissioner of Health, enhanced the partnership between state and local health officials to advance public health across the state of Connecticut.
- Spearheaded the reorganization and expanded capacity of the Norwalk Health Department by modeling new permanently funded staffing and updated positions after national frameworks, incorporating community engagement, epidemiology and informatics, and performance improvement.
- Co-led the Greater Norwalk community health improvement process, which became a national model for hospital and health department partnerships.

CONSULTING, TRAINING, AND SPEAKING ENGAGEMENTS

- CONNECTICUT ASSOCIATION OF DIRECTORS OF HEALTH, January – February 2016. Prepared and facilitated three workshops on performance management, quality improvement, and workforce development.
- STRATFORD HEALTH DEPARTMENT, April 2016. Provided recommendations for aligning performance management system, quality improvement plan, and strategic plan.
- NEW JERSEY ASSOCIATION OF COUNTY & CITY HEALTH OFFICIALS, June 2014. Facilitated and presented an all-day workshop on accreditation.
- UNIVERSITY OF CONNECTICUT, Master of Public Health Program, Guest Lecturer, Public Health Administration Course, 2019 – Present
- GREATER NORWALK CHAMBER OF COMMERCE, Leadership Institute, Guest Presenter, 2018 – Present

NATIONAL PRESENTATIONS & PUBLICATIONS

- Li, Jiali, Recchia, Renee, and D'Amore, Deanna. 2018. "Utilizing Time Studies to Monitor and Improve Patient Care in a Local Health Department STD Clinic." Poster presented at the American Public Health Association Annual Meeting & Expo, San Diego, CA.
- D'Amore, Deanna and Bretherton, Joyce. 2014. "Norwalk Health Department: Coleading a Community Health Assessment and Improvement Plan with Norwalk Hospital." Journal of Public Health Management and Practice 20(1): 73-75.
- D'Amore, Deanna, Amy Whitney, Rosemary Chaudry, and Cindy Hotchkiss. 2014. "Workforce Development Planning." Presented on a National Association of County & City Health Officials/Centers for Disease Control & Prevention Accreditation Support Initiative Webinar.
- D'Amore, Deanna. 2012. "Social Determinants of Health in a Community Health Assessment/Improvement Plan Process." Presented at the National Network of Public Health Institutes Open Forum Meeting for Quality Improvement in Public Health, Charlotte, NC.
- D'Amore, Deanna, Rose Swenson, Midge Ransom, and Reena Chudgar. 2012. "Ask the Experts: Community Health Assessment and Improvement Planning." Panelists presented at the National Network of Public Health Institutes Open Forum Meeting for Quality Improvement in Public Health, Charlotte, NC.

Christopher Mannella, PE

58 William Street

Norwalk, CT 06851

(203) 609-4944

chris.n.mannella@gmail.com

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PROFESSIONAL EXPERIENCE

FGB Construction Company, Norwalk, CT

10/2017 - Present

Project Manager / Estimator

- Review invitations to bid and requests for proposals to determine if projects are aligned with Company goals.
- Provide pricing and budgets as required
- Submit hard bids and/or negotiate contracts
- Manage construction from project start up to close out including but not limited to:
 - Liaison between General Contractor and/or Owner
 - Secure all bonds and permits
 - Manage project budget including purchasing of all material and Subcontractors
 - Manage project staff including superintendents and tradesmen
 - Preparation of all submittals and Engineered drawings
- Provide professional engineering as required
- Provide all construction surveying as required.

King Industries, Inc., Norwalk, CT

Construction Manager

9/2016 - 10/2017

- Prepare budgets, schedules, and coordinate work for a new 12 acre Chemical Plant in Waterbury, CT
- Act as General Contractor in buyout of all subcontractors and materials.
- Monitor all costs and approve all payment applications
- Coordinate all outside consulting engineers and inside engineering staff
- Act as liaison between various Municipal staff and company ownership

A. J. Penna & Son, Excavating Contractors, Westport, CT

2014 / 2016

Chief Operating Officer

- Overall responsibility for daily operations of a small utility construction firm consisting of 40 people with an annual volume of \$8,500,000
- Responsible for profit and loss of all projects

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- Responsible for sourcing and bidding new work
- Responsible for scheduling and crew assignments
- Responsible for all personnel decisions
- Responsible for equipment maintenance and replacement

FGB Construction Company, Norwalk, CT

2002 / 2014

Vice President

- Responsible for all Estimating and Project Management for projects ranging from \$100,000 to \$5,000,000 for a General Contractor with an annual volume of \$14,000,000
- Supervised an office staff of 5
- Provided professional engineering services as required

City of Norwalk, Department of Public Works

1998 / 2002

Senior Engineer, Construction / Assistant Highway Superintendent

- Responsible for assuring that all public works construction was performed in accordance with City of Norwalk standards and specifications
- Responsible for ensuring projects were completed within budget and making progress payments to contractors
- Responsible for coordinating work with utilities, the State of Connecticut, and abutting Municipalities as necessary
- Responsible for oversight of an assistant civil engineer and an inspection staff of four

Complete Construction Company, Bridgeport, CT

1996 / 1998

Project Superintendent

- Responsible for construction of individual projects as assigned
- Responsible for ordering all materials and managing subcontractors
- Responsible for profit and loss of individual projects
- Responsible for crew performance

City of Norwalk, Department of Public Works

1991 / 1996

Assistant Civil Engineer, Construction

- Prepared plans and specifications for assigned projects
- Performed civil engineering design work for assigned projects

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- Solicited bids and made award recommendations for publicly funded projects
- Inspected construction work to verify that all work was performed in accordance with the plans and specifications

Education

Fairfield University, Fairfield, Connecticut

Bachelor of Arts, Religion and Philosophy, 1991

University of Connecticut, Storrs, Connecticut

Bachelor of Science, Civil Engineering, 1991

Licensure

Connecticut Professional Engineer, License 18788

Connecticut Plumbing License, PLM 0287851-P7

AGENDA

CLAIMS COMMITTEE MEETING

JULY 13 2023

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:	BILL No & AMOUNT REFUNDED	REASON
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MOTOR VEHICLE

ACAR LEASING LTD	21-MV-300492 \$382.02	PRORATION
CAB EAST LLC	21-MV-308575 \$662.59	PRORATION
CCAP AUTO LEASE LTD	21-MV-402321 \$140.14	PRORATION
COMPUTER SI CORPORATION	21-MV-313413 \$16.63	PRORATION
CORBO GAYLE J	21-MV-900047 \$124.79	PRORATION
DAIMLER TRUST	21-MV-315508 \$656.14	PRORATION
DOWD MICHAEL M	21-MV-318660 \$341.90	PRORATION
FINANCIAL SER VEH TRUST	21-MV-322101 \$1,153.85	PRORATION
FLORES-JIMENEZ CARLOS U	21-MV-404808 \$901.46	ABATEMENT
HYUNDAI LEASE TITLING TRUST	21-MV-406720 \$218.81	PRORATION
KELLEY CHRISTOPHER L	21-MV-335920 \$87.72	PRORATION
LIGHTMAN MICHAEL &		
LIGHTMAN MONICA KAREN	21-MV-339244 \$19.44	PRORATION
MICHA BRYCE WILLIAM	21-MV-409223 \$864.81	DUPL BILLING
NISSAN INFINITI LT LLC	21-MV-348630 \$731.93	PRORATION
NISSAN INFINITI LT LLC	21-MV-348021 \$345.10	PRORATION
	21-MV-348315 \$340.68	PRORATION
	21-MV-348542 \$395.49	PRORATION

NISSAN INFINITI LT LLC	21-MV-348013 \$441.04	PRORATION
	21-MV-348119 \$354.30	PRORATION
	21-MV-348287 \$337.54	PRORATION
	21-MV-348480 \$183.05	PRORATION
	21-MV-348543 \$213.00	PRORATION
OLIVAS NANCY	21-MV-349717 \$149.62	PRORATION
PATEL SHEELKUMAR RAKESH	21-MV-351630 \$40.63	OVERPAYMENT
POIRIER NICHOLAS OLIVER	21-MV-353345 \$125.70	PRORATION
REED CHRISTOPHER VIRGAL	21-MV-355189 \$199.90	PRORATION
TOYOTA LEASE TRUST	21-MV-366474 \$934.97	PRORATION
TOYOTA LEASE TRUST	21-MV-366079 \$721.40	PRORATION
	21-MV-366282 \$512.24	PRORATION
	21-MV-366390 \$421.73	PRORATION
	21-MV-366710 \$809.20	PRORATION
USB LEASING LT	21-MV-367891 \$559.77	PRORATION
VAULT TRUST	21-MV-414293 \$410.64	PRORATION
VCFS AUTO LEASING CO	21-MV-369122 \$184.05	PRORATION
VT INC TSTEE WOLT	21-MV-370310 \$357.96	PRORATION
WASSELL JOHN	21-MV-414794 \$304.46	PRORATION

REAL ESTATE

STEIN KATHLEEN P

37 CREEPING HEMLOCK DR

5-22B-36-0	19-RE-125718 \$4,364.75	OVERPAYMENT
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HILLCREST PARTNERS LLC

20 POINT ROAD

6-1E-2-1	21-RE-112359 \$650.82	
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6-1E-2-2	21-RE-112360 \$773.87	
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6-1E-2-3	21-RE-112361 \$617.14	
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6-1E-2-4	21-RE-112362 \$694.39	
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6-1E-2-5	21-RE-112363 \$846.22	REMOVE I&E PENALTY
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CORELOGIC

3 ROWAYTON AVE

6-1B-2-0	21-RE-123187 \$1,581.01	PAID IN ERROR
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CORELOGIC

3 ROWAYTON CT

6-27-22-0	21-RE-105782 \$4,258.77	PAID IN ERROR
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SPECIAL REQUEST

FOX KRISTA

126 OLD SAUGATUCK RD

3-23-17-0	21-RE-109710 \$12,182.42	PAID IN ERROR
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CITY OF NORWALK, DEPARTMENT OF FINANCE
Tax Collector's Office

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

125 East Avenue Room 105
Norwalk, Connecticut 06851

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: July 10, 2023
Re: **Narrative for June, 2023 Tax Collector's Reports (plural)**

Please note that there are two end of month spreadsheets for June 2023, representing collections on the year ending June 30, 2023, as well as advance collections on the year that will end in June, 2024.

As of the end of June 2023, with the twelve month fiscal year having been completed, we had collected in excess of \$359 million against our \$365 million adjusted levy, or **98.51%**. We also collected **98.82%** of our sewer use levy, an additional \$17.4 million, and 87.12% of the Industrial Pretreatment Program (IPP) fee billing on behalf of the WPCA. Compared with the prior fiscal year (June, 2022) we are slightly behind relative to taxes (-0.67%), sewer use (-0.15%), and the IPP fee (-6.77%). Due to the extended due date of the motor vehicle supplemental billing, payable by April 1, 2023, we did anticipate a slight drop in the FYE 2023 collection numbers as compared with the prior fiscal year, when that billing had been payable by February 1, 2022.

For prior years' collections, through the end of June 2023, we show what appears on paper to be a **negative** net collection (-\$437.959.48) since the beginning of this fiscal year on July 1, 2022. This is due to several factors. We had a tax sale in the prior fiscal year, but not this fiscal year. More significantly, we have seen the effects of court stipulated judgments in adjudicated assessment appeal cases, resulting in the erosion of current and prior collectibles. Taxpayers appealed their assessments in court, and "won," with the result being the city owed them credit for taxes they paid in prior years. When those credits are processed, it results in a negative amount being applied to prior years' bills. Those credits exceeded the amounts of back taxes, interest and other fees that our office collected on other past due accounts during this twelve month fiscal year.

With regard to what we call "advance collections" on the 2022 grand list, or payments processed by our office in June 2023 prior to the July 1 due date, we processed approximately \$7.4 million in payments, or 1.97% of our \$379 million new adjusted levy during the month of June, 2023. This was primarily as a result of credits that were brought forward from prior years' tax bills, as noted in the preceding paragraph. We collected less this June than in prior years because of delays in preparing and mailing our new tax bills. This will be discussed later in this narrative.

Our third-party collection agency continues to bill on our behalf for past due motor vehicle taxes for which we had no valid address; at the time of this report I do not have a monthly total for June 2023. These collections are made directly to the City; payments are processed by the tax collector's office, not the collection agency, and these figures represent our net receivable, after their fees. We continue to work with our Department of Health to deny health permits to establishments with past due taxes delinquent for one year or more. We also continue issuing alias tax warrants for collection by a state marshal, primarily for past due business personal property accounts. Our Delinquent Tax Collector recently filed more than 100 Uniform Commercial Code (UCC-1) liens with the Secretary of the State's office to attempt to secure payment of past due business personal property accounts.

We continue to navigate our software *conversion* that moved our tax assessment and tax collection administrative systems off Munis and onto Quality Data Services LLC (QDS) software earlier this year. There were numerous challenges as we moved to the close of the fiscal year, and to initiate the billing of the 2022 grand levy.

It became apparent in mid-June that we would not be able to issue the new tax bills prior to July 1. We usually have bills in the mail by the second or third week of the month, but knew going into the month that they would be later this year. The Assessor's Office is responsible for turning over the data the tax collector's office needs to bill taxes, and there were issues in the Assessor's division due to the software conversion and as well as staffing that resulted in the data not being delivered to us in time.

We were able to make tax bills available to view or pay online by the third week of June, but there was not sufficient time to print and mail the bills prior to June 30. In concert with the Administration, we prepared a communication to taxpayers advising that in accordance with state law, we acknowledged that tax bills were being mailed later than expected, and that consequently, we will allow taxpayers a grace period of 30 days from the mailing of the tax bills to pay without interest. The first set of bills was mailed on July 3, and the rest were mailed later that week. We are allowing taxpayers until Monday, August 7 to pay without interest.

Taxpayers are once again able to pay in person at the ten participating bank branches through and including Monday, August 7. All the usual payment methods – by mail, online, by telephone, or in person at City Hall or at the banks, are the same as in prior collection periods. Taxpayers may pay with a credit, debit or ATM card, or by electronic check (E Check) / ACH payment if they don't want to mail a check.

As another consequence of our software conversion, our tax bills have some slight format changes. Despite these changes, all payment functionalities remain the same, and the tax bills are easier to read. Tax bills are now separated by the type of tax: real estate and sewer use, motor vehicle, and business personal property. The City no longer uses a consolidated statement for all types. The new tax bills still show what charges are due (taxes, sewer charges, etc.) and indicate if there are any adjustments, credits, tax relief or exemptions, or past due taxes.

Most taxpayers have received their bills by now. Walk in payment activity at the tax collector's office has been robust since the end of last week. A number of issues related to the software conversion have been brought to our attention by taxpayers and are being addressed, including issues with tax credits, motor vehicle values, and escrow coding. Some taxpayers whose bills should have been coded to be paid by their escrow agent instead of by the taxpayer directly were not coded when initially sent. The tax collector's office will send a follow up mailing to taxpayers whose real estate bills are coded to be paid by their escrow agent in a manner similar to what was done in past years. That mailing will likely go out at the end of this week. There were also some communication issues with our online payment vendor, but those appear to have been resolved.

Overall, even considering the very significant challenges the software conversion created, and the fact that the bills went out later than we wanted, things are going well. Our office is fully staffed; our two newest hires are working the counter; and the newly formatted tax bills have been well received. The Administration and I felt it was important to acknowledge the lateness of the mailing and to give taxpayers a full 30 days to pay their tax bills without penalty. We now ask for everyone's help in communicating that message to taxpayers. I am grateful to everyone who had a part in accomplishing our first billing on our new software system, including printer / mailer Output Continuation Bureau (OCB); staff in the Assessors, WPCA, and tax collectors divisions; software vendor Quality Data Services Inc. (QDS); and lockbox provider TD Bank.

I will keep everybody informed of our progress, and am available to respond to any questions and concerns.

TAX COLLECTOR'S REPORT
JUNE 2023

FISCAL YEAR 2022-2023 (2021 GRAND LIST)	ADJ. TAX COLLECTIONS			COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY	JUN 22 - JUN 23					
AUTOMOBILE-REGULAR	\$27,605,498.25	\$25,241,674.92		91.44%	\$27,148,787.71	(\$456,710.54)	92.98%
AUTOMOBILE-SUPPLEMENTAL	\$4,572,442.02	\$3,416,872.99		74.73%	\$4,403,983.04	(\$168,478.98)	77.59%
PERSONAL PROPERTY	\$26,217,238.98	\$21,178,579.91		80.78%	\$21,699,773.36	(\$4,517,465.62)	97.60%
REAL ESTATE	\$315,360,461.09	\$309,822,134.40		98.24%	\$311,849,308.97	(\$3,511,152.12)	99.35%
TOTAL TAX	\$373,755,640.34	\$359,659,262.22		96.23%	\$365,701,833.08	(\$8,653,807.26)	98.51%
SEWER USE	\$17,981,973.00	\$17,401,080.39		96.77%	\$17,608,319.48	(\$373,653.52)	98.82%
IPP FEE	\$190,750.00	\$168,144.66		88.15%	\$193,000.00	\$2,250.00	87.12%
FISCAL YEAR 2021-2022 (2020 GRAND LIST)	JUN 21 - JUN 22			COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY						
AUTOMOBILE-REGULAR	\$21,672,160.18	\$20,269,727.33		93.53%	\$21,319,576.04	(\$352,584.14)	95.08%
AUTOMOBILE-SUPPLEMENTAL	\$4,219,965.63	\$3,689,791.23		87.44%	\$4,196,170.71	(\$23,794.92)	87.93%
PERSONAL PROPERTY	\$22,966,731.64	\$22,208,775.23		96.70%	\$22,719,329.15	(\$247,402.49)	97.75%
REAL ESTATE	\$308,716,745.40	\$303,286,211.13		98.24%	\$304,101,673.82	(\$4,615,071.58)	99.73%
TOTAL TAX	\$357,575,602.85	\$349,454,504.92		97.73%	\$352,336,749.72	(\$5,238,853.13)	99.18%
SEWER USE	\$16,488,685.00	\$16,149,998.15		97.95%	\$16,317,457.54	(\$171,227.46)	98.97%
IPP FEE	\$187,000.00	\$177,228.83		94.77%	\$188,750.00	\$1,750.00	93.90%
TAX DIFFERENCE 2021 G.L. vs. 2020 G.L. INCREASE/(DECREASE)	\$16,180,037.49	\$10,204,757.30		-1.50%	\$12,765,083.36	(\$3,414,954.13)	-0.67%
SEWER DIFFERENCE 2021 G.L. vs. 2020 G.L. INCREASE/(DECREASE)	\$1,493,288.00	\$1,251,082.24		-1.18%	\$1,290,861.94	(\$202,426.06)	-0.15%
IPP DIFFERENCE 2021 G.L. vs. 2020 G.L. INCREASE/(DECREASE)	\$3,750.00	(\$9,084.17)		-6.63%	\$4,250.00	\$500.00	-6.77%
BACK TAXES COLLECTED	FISCAL YR 2022-2023		FISCAL YR 2021-2022		CUR YR vs. PRIOR YR		
	(JUL 22 - JUN 23)		(JUL 21 - JUN 22)		INC/DEC		
PRIOR TAXES	(\$2,870,577.90)		\$377,984.28		(\$3,248,562.18)		
PRIOR SEWER USE FEE	\$128,327.29		\$239,294.44		(\$110,967.15)		
PRIOR IPP FEE	\$4,450.82		\$26,052.59		(\$21,601.77)		
TOTAL PRIOR TAX, SEWER & IPP	(\$2,737,799.79)		\$643,331.31		(\$3,381,131.10)		
CURRENT INTEREST	\$998,354.95		\$978,498.26		\$19,856.69		
PRIOR INTEREST	\$1,075,050.76		\$1,204,959.99		(\$129,909.23)		
SEWER USE FEE INTEREST	\$80,222.74		\$125,694.94		(\$45,472.20)		
IPP FEE INTEREST	\$4,342.74		\$12,788.55		(\$8,445.81)		
TOTAL INTEREST COLLECTED	\$2,157,971.19		\$2,321,941.74		(\$163,970.55)		
PRIOR LIEN FEE	\$9,728.87		\$12,690.73		(\$2,961.86)		
CURRENT LIEN FEE	\$2,232.02		\$7,320.00		(\$5,087.98)		
TOTAL LIEN FEE COLLECTED	\$11,960.89		\$20,010.73		(\$8,049.84)		
MISC FEES COLLECTED**	\$129,908.23		\$386,716.84		(\$256,808.61)		
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	(\$437,959.48)		\$3,372,000.62		(\$3,809,960.10)		

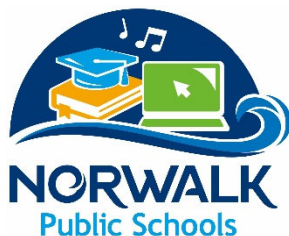
* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION & SUSPENSE TRANSFERS

** PRIOR & CURRENT FISCAL YEAR INCLUDES TAX SALE AND TITLE SEARCH FEES PROCESSED THRU MUNIS

TAX COLLECTOR'S REPORT
JUNE 30, 2023
ADVANCE COLLECTIONS

FISCAL YEAR 2023-2024 (2022 GRAND LIST)	ADJ. TAX COLLECTIONS			COLLECTION %	CORRECTED LEVY*	COLLECTION %
	ORIGINAL LEVY	JUN 2023				
AUTOMOBILE-REGULAR	\$30,725,059.50	\$809,185.66		2.63%	\$30,704,903.12	2.64%
PERSONAL PROPERTY	\$22,422,652.30	\$554,532.26		2.47%	\$22,409,788.60	2.47%
REAL ESTATE	\$325,927,765.40	\$6,090,124.35		1.87%	\$325,940,270.64	1.87%
TOTAL	\$379,075,477.20	\$7,453,842.27		1.97%	\$379,054,962.36	1.97%
SEWER USE FEE	\$18,240,059.00	\$203,276.27		1.11%	\$18,451,319.00	1.10%
IPP FEE	\$199,250.00	\$1,250.00		0.63%	\$200,750.00	0.62%
FISCAL YEAR 2022-2023 (2021 GRAND LIST)	JUN 2022			COLLECTION %	CORRECTED LEVY*	COLLECTION %
	ORIGINAL LEVY					
AUTOMOBILE-REGULAR	\$27,605,498.25	\$1,195,792.30		4.33%	\$27,565,111.84	4.34%
PERSONAL PROPERTY	\$26,217,238.98	\$361,262.61		1.38%	\$22,417,047.70	1.61%
REAL ESTATE	\$315,360,461.09	\$9,517,233.82		3.02%	\$314,639,785.78	3.02%
TOTAL	\$369,183,198.32	\$11,074,288.73		3.00%	\$364,621,945.32	3.04%
SEWER USE FEE	\$17,981,973.00	\$420,590.01		2.34%	\$17,958,889.00	2.34%
IPP FEE	\$190,750.00	\$8,250.00		4.33%	\$193,500.00	4.26%
DIFFERENCE 2022 G.L. vs. 2021 G.L. TAX ONLY - INC/(DEC)	\$9,892,278.88	(\$3,620,446.46)		-1.03%	\$14,433,017.04	-1.07%
DIFFERENCE 2022 G.L. vs. 2021 G.L. SEWER USE FEE ONLY - INC/(DEC)	\$258,086.00	(\$217,313.74)		-1.22%	\$492,430.00	-1.24%
DIFFERENCE 2022 G.L. vs. 2021 G.L. IPP FEE ONLY - INC/(DEC)	\$8,500.00	(\$7,000.00)		-3.70%	\$7,250.00	-3.64%

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION



Norwalk Public Schools
Technology Department
P: 203-854-4039 / F: 203-806-4289
125 East Avenue, PO BOX 6001
Norwalk, CT 06852-6001

TO: Chitsamay Lam
CC: Finance & Claims Committee
FROM: David B. Hopp, Director of Technology, BOE
RE: Chromebook Refresh 2023-24
DATE: 7/6/23

Finance Committee Members,

The BOE Technology Department is requesting to purchase 1200 Chromebooks from our 2023-2024 Capital funds. This is a budgeted capital expenditure. We are requesting these devices for the following reasons:

- To replace no longer serviceable units (low availability of parts)
- To replace units out of Google's update cycle. Units are only upgradeable for about five years. Most software run on these devices requires the latest upgrade.
- Most of these units will be given to students in first and second grade. They will keep the same device throughout elementary school.

I will be happy to answer any questions during the upcoming committee meeting on July 13th.

Regards,

David B. Hopp
Director of Technology

ACTION REQUESTED:

Authorize the Purchasing Agent to issue purchase orders to Whalley Computer Associates, for the supply of 1200 HP Chromebooks, an amount not to exceed \$362,400, account 09245010-5777-C0112 (budgeted 2023/2024 IT Capital item) and forward onto the Common Council for further action.



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 7/6/2023

DEPARTMENT: BOE Technology

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

Check One:

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

TOTAL COST: \$362,400 MUNIS Account: 09245010-5777-C0112

VENDOR: Whalley Computer Associates

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
 Digitally signed by Sharon Conners Purchasing Agent Name Date: 2023.07.10 16:23:07 -04'00' Date	X	Supports	 Department Head Name
		Does Not Support	David B. Hopp
		Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Date 7/6/2023

JUSTIFICATION:

In an effort to provide a robust and equitable learning environment it is necessary to provide students with up to date and functional devices. Additionally we need these devices:

- To replace no longer serviceable units (low availability of parts)
- To replace units out of Google's update cycle. Units are only upgradeable for about five years. Most software run on these devices requires the latest upgrade.
- Most of these units will be given to students in first and second grade. They will keep the same device throughout elementary school.

This price was quoted under NASPO CT HP Contract 13PSX0280-MNWNC-108.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

**Whalley Computer Associates, Inc**

One Whalley Way
Southwick, Massachusetts 01077
United States
<http://www.wca.com>
(P) 413-569-4200
(F)

Quotation (Open)

Date Jun 09, 2023 11:04 AM EDT	Expiration Date 07/09/2023
Modified Date Jun 09, 2023 11:05 AM EDT	
Quote # 386595 - rev 1 of 1	
Description Updated NASPO CT HP Contract 13PSX0280-MNWNC-108 - Norwalk Standard Chromebook Bundle - Qty 1200	
SalesRep Ledoux, Chris (P) 413-569-4223 (F) 413-569-4377	
Customer Contact Hopp, David (P) 203-854-4039 hoppd@norwalkps.org	

Customer

Norwalk Public Schools (NWAPU)
Hopp, David
P.O. BOX 6001
125 East Avenue
Norwalk, CT 06851-6001
United States
(P) 203-854-4039

Bill To

Norwalk Public Schools
Hopp, David
P.O. BOX 6001
125 East Avenue
Norwalk, CT 06851-6001
United States
(P) 203-854-4039
NWAPU

Ship To

Norwalk Public Schools
Hopp, David
125 East Avenue
Room 315
Norwalk, CT 06852
United States
(P) 203-854-4039

Customer PO:	Terms: Net 30 Days	Ship Via: Best Way
Special Instructions:	Carrier Account #:	

#	Image	Description	Part #	Qty	Unit Price	Total
Norwalk Standard Chromebook Bundle						
1		HP Chromebook 11 G9 Education Edition Intel Celeron N4500 / 1.1 GHz - Chrome OS - UHD Graphics - 4 GB RAM - 32 GB eMMC - 11.6" IPS touchscreen 1366 x 768 (HD) - Wi-Fi 6 - jet black - kbd: US	3V2Y3UT#ABA	1200	\$259.00	\$310,800.00
2		Google Chrome OS Management Console License - academic	CROS-SW-DIS- EDU-NEW	1200	\$30.50	\$36,600.00
3		GOOGLE WHITE GLOVE, up to 2 TAGS & BULK PAK	GOOGLELVL-B2	1200	\$12.50	\$15,000.00

Note: WCA White Glove Services, Asset Tagging & Bulk Packing, to include recycling packing materials.

NASPO CT HP Contract 13PSX0280-MNWNC-108

Subtotal: \$362,400.00
Shipping: \$0.00
Total: \$362,400.00

**** Due to the global product shortages and the volatility of pricing during the COVID-19 pandemic, prices are subject to change without prior notice. ****

Remittance Address: PO Box 951 Worcester, MA 01613-0951

These prices do NOT include setup fees, or any cables or cabling services or material unless specifically listed above. Supply subject to availability.



Joyce Liu
Director of Information Technology
Jliu@norwalkct.gov

TO: Finance & Claim Committee

FROM: Joyce Liu, Director of Information Technology

RE: Storage Area Network (SAN) Storage Upgrade

DATE: July 6th, 2023

Dear Finance Committee Members,

I am writing to request your support for an immediate upgrade to our Storage Area Network (SAN) storage infrastructure. The current storage capacity constraints and performance limitations are impeding our operations and hindering our ability to effectively manage and store critical data. This upgrade is essential to ensure data availability, scalability, and optimal performance, aligning with our organization's strategic goals and operational needs.

The advantage of upgrading to the new and improved storage:

- Increased storage capacity: Our data requirements have grown exponentially over the years, leading to potential storage constraints. Upgrading the SAN storage will provide us with the necessary capacity to accommodate current and future data growth, ensuring uninterrupted data storage and retrieval.
- Improved performance: As our business operations and applications become more data-intensive, there is a pressing need for enhanced storage performance. Upgrading to faster storage technologies, such as solid-state drives (SSDs) or high-speed storage arrays, will significantly boost our system's overall performance, leading to improved productivity and operational efficiency.
- Scalability for future needs: With our organization expanding and evolving, it is vital to have a scalable storage infrastructure that can adapt to changing demands. Upgrading our SAN storage will allow us to easily scale our storage capacity and performance as our data requirements continue to increase, ensuring seamless growth and accommodating new initiatives.
- Enhanced data protection: Data security and integrity are of paramount importance to our organization. Upgrading SAN storage will enable us to leverage advanced data protection features, such as advanced RAID configurations, snapshots, and replication capabilities. These enhancements will bolster our data resilience, minimize the risk of data loss, and support robust backup and disaster recovery strategies.
- Leveraging technology advancements: Advancements in storage technologies offer significant benefits in terms of performance, efficiency, and flexibility. Upgrading our SAN storage will



Joyce Liu
Director of Information Technology
Jliu@norwalkct.gov

allow us to leverage modern technologies, enabling us to stay at the forefront of storage innovation and optimize our operations.

- Long-term cost optimization: newer storage technologies are more power-efficient and space-saving, resulting in reduced energy consumption and rack space requirements. Additionally, optimizing our storage infrastructure will lead to improved storage utilization, reducing overall storage costs in the long run.

After careful evaluation of available options, we have identified a suitable SAN storage solution that addresses our requirements and provides the necessary capacity, performance, and scalability. The cost for this upgrade is \$126,679.45. The investment in upgrading our SAN storage will significantly enhance our data management capabilities, support uninterrupted operations, and position us for future growth and technological advancements.

I kindly request the Finance Committee's prompt consideration and approval of the necessary purchase for this critical infrastructure upgrade. I am available to provide any additional information, answer questions to facilitate a smooth decision-making process. Thank you for your attention to this matter, and I look forward to your favorable response.

Joyce Liu

Joyce Liu

IT Director

ACTION REQUESTED:

Authorize the purchasing agent to issue a purchase order to Total Communication, in an amount not to exceed \$126,679.45 for purchase Pure Storage Flash Array with 36 Months 24/7 Support and storage installation. Pure State Contract Pricing Applied: Contract #20PSX0108A

Account No. 09241370 5777 C0375



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 6/29/23

DEPARTMENT: Information Technology

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

Check One:

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

TOTAL COST: 126,679.45 **MUNIS Account:** 09241370-5777-C0375

VENDOR: Total Communications

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
		Supports	
Purchasing Agent Name		Does Not Support	Department Head Name
Sharon Connors		Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Joyce Liu
Date			Date <u>7/5/2023</u>

JUSTIFICATION:

The attached requisition is for the purchase of a new Storage Area Network Array for the IT Datacenter located at 121 Connecticut Ave (Fire Headquarters). This Storage Array is a mission critical part of our Technology Infrastructure as it enables the City's 150+ virtual machines to function. These VM's provide services to the City including but not limited to CityWorks, VPN, CAMA, Telephone, File Servers, GIS, BC/DR etc.

We are upgrading from a legacy array that's over 5 years old and nearing its term of support to meet current standards and deliver faster performances to support the City's expanding technology needs. The updated hardware will also be able to take advantage of the City's investments in updating it's networking infrastructure.

This purchase price was quoted under State Contract #20PSX0108AG and has met the competitive bidding requirements.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



City of Norwalk: Pure SAN X Async Cluster (Stage 1: City Hall)

Itemized Pricing: FlashArray 36 Month Gold EverGreen Support

Pure State Contract Pricing Applied: Contract #20PSX0108AG

Quote Prepared For: City of Norwalk

Quote Expires: 7/9/2023

CPE MATERIAL

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
FlashArray//X Async				
1	FA-X20R3-ETH-33TB-22/11-EMEZ	Pure Storage FlashArray X20R3-ETH-33TB-22/11-EMEZ	75,871.25	75,871.25
36	FA-X20R3-33TB 1MO,ADV,GOLD	FA-X20R3-33TB 1 Month Gold Evergreen Forever Subscription, NBD Delivery, 24/7Support	1,290.66	46,463.76
1	PS-FLASHARRAY-INSTALL	Pure FlashArray installation (Pure Professional Services)	4,344.44	4,344.44

PROJECT SUMMARY

Material Summary	126,679.45
Total Customer Price	126,679.45

* All work to be performed during normal business hours Monday through Friday between 8:00am and 5:00pm unless otherwise specified.

* Additional taxes may apply to both upfront and monthly charges and vary by location.

***For any questions on the above pricing, and/or to order contact directly: Joe Bittner | 860.622.4137 | joebittner@totalcomm.com**

AMENDMENT NO. 7 TO NASPO MASTER AGREEMENT NO. MNWNC-125

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and Pure Storage, Incorporated, 650 Castro St, Ste 260, Mountain View, CA 94041 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-125, April 1, 2015, through July 31, 2023 ("Contract"), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-125 is extended through October 31, 2023, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. Pure Storage, Incorporated

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:
By: Michael Wiseman
Signature
0854D9C0191442F...
Michael Wiseman
Printed Name

Title: Vice President, Public Sector

Date: 6/14/2023

By: _____
Signature

Printed Name

Title: _____

Date: _____

2. Office of State Procurement

In accordance with Minn. Stat. § 16C.03, subd. 3.

DocuSigned by:
By: Elizabeth Randa
742DE739C8ED492...
Title: Acquisition Management Specialist
Date: 6/14/2023

3. Commissioner of Administration

Or delegated representative.

DocuSigned by:
By: Andy Doran
68D02A26D7604BA...
Date: 6/14/2023



Joyce Liu
Director of Information Technology
Jliu@norwalkct.gov

TO: Finance & Claim Committee

FROM: Joyce Liu, Director of Information Technology

RE: UPS Battery Replacement for Data Center

DATE: July 6th, 2023

Dear Finance Committee Members,

I am writing to request the Finance Committee's authorization with the Bid winner, Schneider Electric Buildings Americas, Inc. as our vendor for UPS Battery Replacement project.

Key reasons for the Bid Evaluation Committee chose Schneider Electric Buildings Americas, Inc. are list as follows:

- **Technical Expertise:** Schneider Electric is a globally recognized company known for its expertise in energy management and automation solutions. They have a strong reputation for delivering high-quality products. Choosing a reputable vendor like Schneider Electric ensures that City is purchasing reliable batteries that will provide consistent power backup for our critical equipment.
- **Competitive Pricing:** The bid submitted by Schneider Electric Buildings Americas, Inc. offers competitive pricing, providing value for money.
- **Timely Execution and strong technical support:** Schneider Electric provides excellent technical support and customer service. They have a team of experts who can assist us with installation, and ongoing maintenance. Their knowledge and experience in the field of energy management ensure that City receive the necessary support throughout the lifecycle of our UPS batteries.

Considering the reputation, product quality, technical expertise, and sustainability efforts of Schneider Electric Buildings Americas, Inc, choosing them as City's UPS battery vendor ensures City receive reliable, high-performance batteries along with excellent support and environmentally conscious solutions.

Please do not hesitate to reach out if you require further information or have any concerns. Thank you for your consideration.

Joyce Liu

Joyce Liu

IT Director



Joyce Liu
Director of Information Technology
Jliu@norwalkct.gov

ACTION REQUESTED:

Authorize the purchasing agent to issue a purchase order to Schneider Electric, in an amount not to exceed \$37,063.00 for UPS Battery Replacement for Data Center.

Account No. 09231370 5777 C0375



Joyce Liu
Director of Information Technology
Jliu@norwalkct.gov

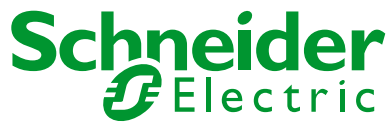
City's current network system is outdated and requires an upgrade. Given the crucial nature of network services to the city's daily operations, IT has decided to build a new parallel network system to ensure business continuity. As part of the infrastructure upgrade plan, we are incorporating a secondary Internet Service Provider (ISP) to guarantee a smooth transition to the new network system.

Through this approach, we will thoroughly test the new system while the old system remains operational, allowing us to strategically migrate departments and services to the new infrastructure. Our primary goal is to minimize disruptions to city operations throughout the transition process.

After conducting an open bid for this project, Cablevision Lightpath emerged as the winner. Lightpath, a subdivision of Cablevision, they specialize in delivering high-bandwidth, scalable fiber optic internet access.

The Bid Evaluation Committee has carefully reviewed the proposals and has recommended Cablevision Lightpath LLC as the most suitable choice for this project. The key factors influencing this decision were their technical expertise, competitive pricing, and their ability to execute the project within the required timeframe.

We are confident that selecting Cablevision Lightpath will ensure the successful implementation of the new parallel network system, allowing us to provide enhanced services and a more reliable network infrastructure to support the city's operations.



QUOTATION NUMBER: BOS-CON-DJB-23-RQID218

June 30, 2023

Carleen Megaro
City of Norwalk
125 East Ave.
Norwalk, CT 06856

Re: City of Norwalk – UPS Battery Replacement

Please find, herewith, a scope of work for “**UPS Battery Replacement**” for **City of Norwalk**

Proposal includes material and labor.

This Proposal Includes:

- Supply of (60) new CSB 9AH battery jars
- Provide UPS field service engineer on site to install and test new batteries. Jars to be installed by Battery Field Service Engineer. UPS Service Engineer will be on site to transfer/monitor UPS.
- Removal and disposal of old battery jars
- Working during normal business hours Mon-Fri 7am-4pm

This Proposal Excludes:

- Provisions outside the scope of this proposal
- Overtime labor

Notes / Comments:

This quote is valid for 60 days and supersedes any previous quote. Please call if we need to discuss any scope or coordination issues

Pricing per Omnia Partners program – R220703

Base Bid, all for the net sum of:

\$37,063.00

If you have questions or require clarification, please contact me.

Best regards,

Daniel Berardi

Daniel Berardi
Inside Sales Representative
SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.

QUOTATION NUMBER: BOS-CON-DJB-23-RQID218

Written acceptance below or providing us your purchase order is required to proceed with preparation of submittals; subject to credit approval by our corporate office. Your signature below indicates your acceptance of the provisions of this proposal, the Terms and Conditions of Sale (consisting of 2 pages) attached, and authorization to proceed.

Firm: _____
Accepted by: _____
Title: _____
Date: _____

QUOTATION NUMBER: BOS-CON-DJB-23-RQID218

TERMS AND CONDITIONS OF SALE

900512PITC R07/15/21

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. ("Company") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Customer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Company. The parties agree to be bound by the following terms and conditions.

1. **Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Customer only modified by written agreement or Company objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Customer may accept the quotation by signing and returning a copy to Company or by returning Customer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Company hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Customer's order, which will be of no force or effect except as may be expressly agreed to by Company in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersedes all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Company assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Company assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
2. **Payment.** Absent a contrary provision herein, Customer will pay Company monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Customer to Company within thirty (30) days after the date of substantial completion. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Company, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1 1/2% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Company of an instrument for less than the full amount which Company claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Company. If Customer does not pay Company, through no fault of Company, within seven (7) days from the time payment was due, Company may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Customer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Company may terminate this contract for material breach and all monies due Company for services performed and materials delivered shall be paid upon demand. Company shall be entitled to recover from Customer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Customer's request, Company will furnish lien waivers as the work progresses. Company reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Customer's obligation. In event of payment default, Company may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Company's security interest in the goods. At Company's request, Customer will execute any necessary instrument to perfect Company's security interest.
3. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Company's net income) that are payable hereunder shall be the responsibility of Customer. If applicable, Customer shall provide Company a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
4. **Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Company and approved by Customer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Company by Customer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Customer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Customer shall notify

Company promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Company. Upon Company's receipt of such notification, Company shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Company will not be liable for any claim or back charge where Company has not been notified in the manner as set forth above.

5. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Company's holidays). If Customer requests Company to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Customer. If Company's work is to be performed on the project site, Customer will afford unrestricted access to Company and its employees and agents to all work areas.
6. **Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Company, Company shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Company, Company shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Company, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Company, Customer agrees to promptly pay or reimburse Company an amount equal to the damage or loss which Company incurs as a result thereof, in addition to or apart from, any and all other sums due to or to become due hereunder.
7. **Delays.** Customer shall prepare all work areas so as to be acceptable for Company's work required hereunder. Customer acknowledges that the contract sum is based upon Company being able to perform the work in an orderly and sequential manner, as Company so determines. If Company's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Customer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Customer to control, then Customer agrees that it will be liable to Company for all increased costs and damages which Company incurs as a result thereof. Furthermore, if Company is delayed at any time in the progress of the work by any act or neglect of Customer, or by any separate contractor employed by Customer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Company's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Company warrants to Customer that all tangible articles manufactured by Company will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Company, Company's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Company, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Company in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Company shall be borne by Customer. Company warrants that for equipment furnished and or installed, but not manufactured by Company, Company will extend the same warranty terms and conditions which Company receives from the manufacturer of said equipment. This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Company. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Company or authorized subcontractors of the Company) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Company. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Company or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Company's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Company's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Company when due. If cause of defect is found not to be Company's responsibility, standard rates for repair or replacement and labor shall apply.
9. **Limitation of Liability.** In no event will Company's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or as may be required by law. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN

QUOTATION NUMBER: BOS-CON-DJB-23-RQID218

IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Laws and Permits.** Company shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Customer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Company may have under construction mechanic or materialmen lien laws. Company shall have the right to suspend affected services pending resolution of disputes.
12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the jurisdiction in which the project and services are being performed. No credit will be given or premium paid by Company for insurance afforded by others.
13. **Clean Up.** Company agrees to keep the job site clean of debris arising out of its operations. Customer shall not back charge Company for any costs or expenses for clean up or otherwise without prior written notice and Company's written consent.
14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.
15. **Disclaimer.** Company reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current COVID-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority. The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Company's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Company (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Company's (or its subcontractors) employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Company to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.
16. **Ethics and Compliance with Laws.** Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. In the event Customer has concerns related to ethics, compliance, or Company's Principles of Responsibility, and/or any potential violations of these policies, Customer is welcome to make use of Company's GreenLine. The GreenLine is Company's global helpline for external stakeholders. It is a confidential channel through which Customers can ask questions and raise concerns. Reports can be made using the link: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.
17. **Cybersecurity.**
- 17.1. Customer's Obligations for Its Systems: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security Conditions of Sale shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.
- 18.2. Unless applicable export license/s has been obtained from the relevant authority and Company has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Customer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.
- 18.3. If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Company from fulfilling any order, or would in Company's judgment otherwise expose Company to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Company shall be excused from all obligations under such order and/or these Terms and Conditions of Sale.
- measures and safeguards to protect its computer network, systems, machines, and data (collectively, "Systems"), including those Systems on which it runs the Products or Services provided by Company, against Cyber Threats. "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, including through malware, hacking, or similar attacks.
- 17.2. Without limiting the foregoing, Customer shall at a minimum:
 - (a) have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Customer's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Customer's Systems or Customer's industry;
 - (b) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on Company's security notification webpage at <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to Customer; regularly monitor its Systems for possible Cyber Threats;
 - (c) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and
 - (d) meet the recommendations of Company's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by Company from time to time, and then-current industry standards.
- 17.3. Customer's Use of the Products, Software, and Services: Company may release Updates and Patches for its Products, Software, and Services from time to time. Customer shall promptly install any Updates and Patches for such Products, Software, or Services as soon as they are available in accordance with Company's installation instructions and using the latest version of the Products or Software, where applicable. An "Update" means any software that contains a correction of errors in a Product, Software, or Service and/or minor enhancements or improvements for a Product, Software, or Service, but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Product, Software, or Service. Customer understands that failing to promptly and properly install Updates or Patches for the Products, Software, or Services may result in the Products, Software, or Services or Customer's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and Company shall not be liable or responsible for any losses or damages that may result.
- 17.4. Identification of Cyber Threats: If Customer identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Products, Software, or Services for which Company has not released a Patch, Customer shall promptly notify Company of such vulnerability or other Cyber Threat(s) via the Company's Report a Vulnerability page (<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers>) and further provide Company with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). Company shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Products, Software, or Services, in any manner without restrictions, and without any obligation of attribution or compensation to Customer; provided, however, Company shall not publicly disclose Customer's name in connection with such use or the Feedback (unless Customer consents otherwise). By submitting Feedback, Customer represents and warrants to Company that Customer has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to Company described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.
18. **Import and Export.**
- 18.1. The Products and Services provided by Company under this Contract contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Customer acknowledges and agrees that the Products, assignment and/or usage of the Products, Software, Services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under these Terms and

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

①

VII.B

PLEASE PRINT

ORGANIZATION (IF APPLICABLE) The Lockwood-Mathews Mansion Museum PERSONAL/FAMILY _____
COMPANY/BUSINESS _____
NON-PROFIT (501C3) Yes ☒ No _____
NAME OF BENEFICIARY (IF APPLICABLE) _____ Annual Event: Yes ☒ No _____ # of years 16
NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Douglas E Hempstead TITLE: Chairman of the Board
YOUR NAME: Charles W. Hill TITLE: Building, Education & Events Coordinator
ADDRESS: PO Box 488 E-MAIL ADDRESS: chill@lockwood-mathews-mansion.com
CITY: Norwalk STATE: CT ZIP CODE: 06856
HOME PHONE: N/A BUSINESS PHONE: 203-838-9799 x117 CELL: 203-300-7547

FACILITY REQUESTED: Mathews Park FACILITY & EVENT INFORMATION # OF PARTICIPANTS 2,500
EVENT: Old-Fashioned Flea Market DATE REQUESTED: 8/27/23
SET UP TIME: 7:00 AM START TIME: 10:00 AM END TIME: 4:00 PM BREAKDOWN TIME: 6:00 PM 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? (NOT ALLOWED AT BEACH) YES ☒ NO ☐ NAME: TBD

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 ☐

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 ☒

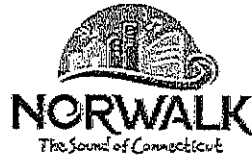
If yes, name of person(s) N/A Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency

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

APPLICANT'S SIGNATURE: Chs Hill DATE: 5/22/23

OFFICE USE ONLY

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



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 6/29/2023

DEPARTMENT: Rec and Parks

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

Check One:

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

TOTAL COST: \$87377.04 MUNIS Account: 0921/22/23-6030-C0364
VENDOR: Brien and Sons

Purchasing Agent Signature		The Purchasing Agent		Department Head Signature	
Sharon Conners Digitally signed by Sharon Conners Date: 2023.07.06 08:48:12 04'00'		X	Supports		
Purchasing Agent Name			Does Not Support	Department Head Name	
Date			Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Robert Stowers Date 6/29/2023	

JUSTIFICATION:

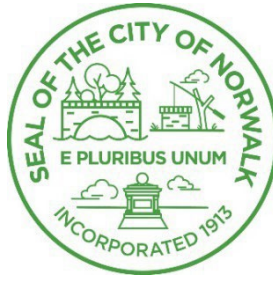
There are 2 existing playgrounds at Marvin School, both are Landscape Structures equipment. This quotation is for the replacement of the smaller playground, which will need to match the existing playground. Obrien and Sons is our distributor for Landscape Structures playground equipment.
Pricing is off the MHEC MC15-B14 State Contract.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



Contract Staff Summary

Department/Staff Contact	Deanna D'Amore
Common Council Committee	Community Services Committee
Date Approved by Committee	July 20, 2023 as authorized by Chair
Purpose/Scope	The Norwalk Health Department receives funding support annually from the CT Department of Public Health in the form of a Per Capita grant. Per capita funding is provided to support direct services to communities throughout Connecticut; a Basic Health Program outlined in CGS 19a-207a, which is based on the CDC's 10 essential public health services. The formula for per capita funding to local health departments and districts is defined in state statute and finalized in the state budget.
Vendor (Indicate if new or existing vendor)	N/A
Term of Contract	N/A
Method of Procurement (Indicate if sole source)	N/A
Cost of Contract	N/A
Funding Source/Account Number	N/A
Additional Information/Other Details	We are not required to sign a contract for the funding because this is defined in state statute, but we do need to have Mayor Rilling sign the funding application.



CITY OF NORWALK
Norwalk Health Department

To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: Per Capita Grant in Aid Funding
Date: July 12, 2023

Per Capita Grant in Aid Funding

The Norwalk Health Department receives funding support annually from the CT Department of Public Health in the form of a Per Capita grant. Per capita funding is provided to support direct services to communities throughout Connecticut; a Basic Health Program outlined in CGS 19a-207a, which is based on the CDC's 10 essential public health services. We request approval for the following authorization:

Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments needed to apply for and receive Per Capita Grant in Aid funding from the CT Department of Public Health in the amount of \$176,004.42 for the period July 1, 2023 – June 30, 2024.



Contract Staff Summary

Department/Staff Contact	Deanna D'Amore
Common Council Committee	Community Services Committee
Date Approved by Committee	July 20, 2023 as authorized by Chair
Purpose/Scope	The Norwalk Health Department is developing a partnership with Sacred Heart University for potential student internship placement and other student engagement opportunities. In order to place student interns, the University requires an Affiliation Agreement to be in place. This agreement does not commit the City or the Health Department to hosting student interns, but establishes the framework for such a relationship, if and when it occurs.
Vendor (Indicate if new or existing vendor)	N/A
Term of Contract	One year
Method of Procurement (Indicate if sole source)	N/A
Cost of Contract	N/A
Funding Source/Account Number	N/A
Additional Information/Other Details	



CITY OF NORWALK
Norwalk Health Department

To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: Affiliation Agreement with Sacred Heart University
Date: July 12, 2023

Sacred Heart University Affiliation Agreement

The Norwalk Health Department is developing a partnership with Sacred Heart University for potential student internship placement and other student engagement opportunities. In order to place student interns, the University requires an Affiliation Agreement to be in place. This agreement does not commit the City or the Health Department to hosting student interns, but establishes the framework for such a relationship, if and when it occurs.

We request approval for the following authorization:

Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments with Sacred Heart University as may be necessary to allow for students in the University's graduate and undergraduate programs to be placed at the Norwalk Health Department for internships and student learning opportunities.

EDUCATIONAL AFFILIATION AGREEMENT

**by and between
THE CITY OF NORWALK
and**

SACRED HEART UNIVERSITY

For Internship Assignments at the City of Norwalk Health Department

This AFFILIATION AGREEMENT (the "Agreement") is made by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut, on behalf of its Health Department located at 137 East Avenue, Norwalk, Connecticut 06851 acting herein by Harry W. Rilling, its Mayor, duly authorized (hereinafter referred to as the "City") and **SACRED HEART UNIVERSITY** (the "University"), located at 5151 Park Avenue, Fairfield, Connecticut 06825. The City and the University are collectively referred to herein as the "Parties" or individually as the "Party."

WHEREAS, the University desires to establish an internship experience as part of its education of students (whether one or more, hereinafter called the "Students") enrolled in its undergraduate and graduate programs; and

WHEREAS, the City, in the interest of furthering the educational objectives of the University, desires to have its Health Department ("Facility") serve as a site for the internship program.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the parties agree as follows:

I. RESPONSIBILITIES OF THE UNIVERSITY:

1. Selection and Preparation of Students. The University agrees to accept responsibility for the student's academic preparation for this internship placement and to assign only those students who have an interest in public health and have satisfactorily completed the required course of study including Health Insurance Portability and Accountability Act (HIPPA) training. The University shall submit to the Facility, for final approval, at least one month prior to the commencement of each semester, the names of the Students the University has selected for the program, the dates of the program is to begin and end, and the proposed practice schedule for the Students.

2. Background Checks and Documentation. The University agrees to perform Student background checks and require that each Student provide a copy of government issued identification and documentation of updated health and immunization status to minimize risk of infection to clients, patients, and department personnel prior to internship at Facility. The University shall maintain documentation and provide a copy of such documentation to Facility before a Student is allowed to participate in an internship. Notwithstanding the foregoing, the Facility, at its sole discretion, may conduct its own background check of each Student and the University shall inform each Student that refusal to authorize such a check shall be grounds for removal from the Facility and the internship program.

3. Information for Students. The University agrees to educate Student regarding his/her role at Facility and of the following general requirements, expectations and responsibilities that will be placed upon him/her:

- a. To carry out daily assignments.
- b. To complete assigned tasks, including after-hours responsibilities.
- c. To report on time each day of the scheduled assignment.
- d. To observe and follow all policies and regulations of the Facility and its affiliates, as provided by the Facility

4. Coordination by Clinical Placement Coordinator and Clinical Instructor (if applicable): The University shall designate a Clinical Placement Coordinator (“Coordinator”) to work collaboratively with the Facility representative (“Director”) to organize and arrange the Student practicum experience. The University Coordinator shall communicate with the Facility regarding pre-clinical arrangements and Student’s clinical performance, as well as generally serving as a point of contact for the Facility.

- a. The Director for this Agreement is: _____
- b. The Coordinator for this Agreement is: _____

5. Discontinuing Student at Facility: If appropriate and necessary, the University shall remove a Student (or Clinical Instructor) from the clinical experience with the Facility, if: (a) the University determines the Student (or Clinical Instructor) is unsuitable to continue in the clinical assignment, or (b) the Facility notifies the University in writing that that the Student (or Clinical Instructor) has proven unacceptable for reasons of health or patient safety, inadequacy of performance, or violation of Facility rules and regulations. The Facility will promptly notify the University regarding any concerns regarding any Student or Clinical Instructor.

6. Confidential Information: The University shall notify Students that they must comply with the Facility’s policies regarding confidentiality and applicable law, including the Health Insurance Portability and Accessibility Act of 1996 as amended and the regulations promulgated thereunder (“HIPAA”). The University shall work collaboratively with the Facility to enforce Students’ compliance with the Facility’s applicable confidentiality policies.

7. Notice of Cancellation: The University shall provide the Facility at least six weeks written notice in the event cancellation of clinical assignment is necessary.

8. Non-Discrimination: The University shall affirm and warrant upon request that it does not discriminate against any person or group of persons in any manner prohibited by the laws of the United States or of the State of Connecticut.

9. Insurance: Prior to commencing any work hereunder, the University shall secure at its own cost and expense, insurance coverage in the amounts and of the types listed in the attached Insurance Rider, attached hereto and incorporated herein as **Exhibit 1**. Such insurance coverage shall be maintained continuously until the completion of the Student’s internship placement hereunder. The University agrees to obtain at its own cost and expense all insurance required by the Insurance Rider attached hereto and to keep the same in continuous effect for a period of three

(3) years following the date on which the Director indicates the Student's internship is complete. Before commencing the internship, the University shall furnish to the City with a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Each insurance policy, except for professional liability and workers compensation insurance, shall be endorsed to include the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the City by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies providing coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

II. RESPONSIBILITIES OF CITY/FACILITY

1. Experience: The Facility shall provide for the Students, insofar as possible, selected clinical experiences designed to focus on and correlate with the theory and concepts acquired in their academic education in accordance with the terms of this Agreement. Facility retains at all times the authority and responsibility for the delivery of patient care.

2. Supervision: The Facility shall maintain administrative and professional supervision of Students insofar as their presence affects the operation of Facility and/or the direct or indirect care of patients.

3. Equipment and Use of Facilities: Unless otherwise arranged, the Facility shall provide equipment and supplies necessary for the administration of care by Students; space for meetings connected with Students' clinical instruction; and phone access.

4. Orientation: The Facility shall provide the Student with necessary orientation, administrative guidelines, procedures, and other information deemed appropriate to the conduct of the clinical assignment.

5. Assignments and Performance: The Facility shall plan and implement clinical assignments, in consultation with the University Coordinator and/or Clinical Instructor and evaluate the performance of the Student in accordance with the criteria established by University. Facility shall communicate with the University when, and if, the Student is not meeting the expectations of the internship assignment.

6. Coordination by Facility Supervisor and Preceptor (if applicable): The Facility shall designate a Facility Supervisor to make pre-clinical arrangements, provide information regarding the Student's performance, and serve as the point of contact for the University. The Facility (through the Facility Supervisor) may permit, in its sole discretion, visits by University faculty and accreditation teams to observe and participate in the teaching process to the extent that such visits do not unreasonably interfere with the Facility operations.

7. Notice of Cancellation: The Facility shall provide the University at least six weeks written notice prior to the clinical assignment if cancellation is necessary.

8. Non-Discrimination: The Facility shall affirm and warrant upon request that it does not discriminate against any person or group of persons in any manner prohibited by the laws of the United States or of the State of Connecticut.

9. Insurance: The City shall maintain, at a minimum a policy of professional and general liability insurance with a single limit of not less than two million dollars (\$2,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. The City self-insures for the first \$1,000,000. The City will provide the University upon request a certificate of insurance confirming the foregoing professional and general liability coverage prior to participation in the clinical education program and shall promptly notify the University of any and all changes in insurance coverage. The provisions of this section shall survive the termination of this Agreement.

III. GENERAL PROVISIONS

1. Term: This Agreement shall be effective upon the date of last execution and shall continue in full force and effect for a period of one year.

2. Termination: If at any time either party wishes to terminate this Agreement without cause, a written notice must be submitted to the other party at least ninety (90) days prior to the date of the desired termination. Either party may terminate this Agreement at any time for cause by giving seven (7) days written notice to the party in breach of the Agreement. The Facility may request in writing that a Student or Clinical Instructor be immediately removed if it believes that that his or her participation under this Agreement may be putting the health and safety of Facility's patients at risk.

3. Modification: This Agreement may be revised or modified by written amendment signed by both parties.

4. Reasonable Accommodations: In the event that a student meets the requirements applicable to students (set forth in Section A(1)), but nevertheless requires reasonable accommodation, the Facility will assist the University in providing such reasonable accommodation provided that (i) it does not interrupt Facility operations, (ii) there is no safety threat to patients, staff and other students, (iii) the University assumes any special costs associated with the accommodation, and (iv) the University provides and pays for any personnel who must accompany the student or provide transportation.

5. Relationship of the Student and Clinical Instructors to the Facility: The Students (and Clinical Instructor) participating in the clinical assignment at the Facility shall not be considered employees or agents of Facility. The Students and Clinical Instructor shall not be eligible for any employee benefits of Facility. Notwithstanding the foregoing, the Clinical Instructor and Students, when engaged at the Facility as part of this clinical experience, shall be considered members of the Facility's workforce (as 45 CFR 160.103 defines a workforce) solely for the purpose of defining the Students' role in relation to using and disclosing the Facility's protected health information in compliance with HIPAA.

6. Compliance with Law: Both parties shall perform their obligations under this Agreement in accordance with all applicable state, federal, and local laws, regulations, and ordinances, including without limitation the Family Educational Right to Privacy Act ("FERPA"). To the extent that the Facility obtains or creates educational records of the Students, the Facility shall comply with FERPA in handling such records. The University shall direct Students to comply with the policies and procedures of the Facility, including HIPAA. The Facility shall retain sole responsibility for HIPAA training, compliance, and supervision, insofar as Students' direct and indirect care implicates administrative and professional HIPAA requirements.

7. Confidential Information: The University and Facility both recognize that in participating in the Program, they may be privy to confidential information of the other party to which it would not otherwise be exposed (the "Confidential Information"). Confidential Information shall not include any information generally available to the public other than as a result of a disclosure caused by the breach of this provision. At all times during the term of this Agreement and thereafter, both parties shall hold the Confidential Information in strictest confidence and not disclose it to any person, except and only insofar as: (a) may be necessary for required financial or tax reporting purposes; (b) to a legal or financial consultant retained by a party, provided such legal or financial consultant agrees in advance to be bound by the confidentiality provisions of this Agreement; (c) is required by law, judicial process or order, provided that prior to any disclosure compelled by force of law or judicial process, the disclosing party shall provide the other party with timely notice, in writing, of the requested disclosure and a reasonable opportunity to object to such disclosure; (d) as is required by a licensing or accrediting body and (e) as may be necessary to enforce the provisions of this Agreement.

8. Non-Assignment: This Agreement may not be assigned without the prior written consent of both parties.

9. Dispute Resolution: The University and Facility will attempt to resolve among themselves all disagreements arising under this Agreement within thirty (30) days of notice of a dispute by either party. If not resolved within thirty (30) days, any disagreements shall be decided by a court of competent jurisdiction in the Fairfield County, Connecticut.

10. Governing Law: This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Connecticut and any applicable Federal laws.

11. Notice: Notices given under this Agreement must be in writing and provided either (a) electronically or (b) by mail (U.S. mail, hand delivery, or overnight courier) to the following addresses:

If to the Facility:

City of Norwalk
Health Department
Attn: Theresa Argondezzi
137 East Avenue
Norwalk, CT 06851
Email: targondezzi@norwalkct.org
Telephone: 203-854-7977

If to University:

Sacred Heart University
Attn: Sandra Miller
5151 Park Avenue
Fairfield, CT 06825
Email: millers15@sacredheart.edu
Telephone: 203-416-3939

12. Indemnification for Negligent or Wrongful Acts or Omissions. The University shall indemnify, defend and save harmless the City, including the Facility, its officers, agents, servants and employees, from and against any and all claims, suits, proceedings, liabilities, judgments, losses, costs and damages, including reasonable attorneys' fees to the caused in whole or in part by the negligent, willful or wanton actions or omissions of the University or Student, its agents, servants, representatives, subcontractors, or employees in connection with the internship. The University hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings. The provisions of this paragraph shall survive the expiration or early termination of this Agreement and shall not be limited by reason of any insurance coverage provided.

13. Severability: If any term of this Agreement is found to unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

14. No Waiver: The waiver or breach of this Agreement shall not be considered a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement.

15. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

**[INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW]**

Dated at Norwalk, Connecticut, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures

CITY OF NORWALK

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

Date signed: _____

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures

SACRED HEART UNIVERSITY

By: _____
Print: _____
Title: _____
Duly Authorized

Date signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____
Assistant Corporation Counsel

Date: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date: _____

EXHIBIT 1
INSURANCE RIDER
(Intern Affiliation Agreements)

The University shall provide and maintain insurance coverage related to, and in connection with, its Internship Program in compliance with the following requirements.

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

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the University/Student; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the University performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the University performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Student Accident Insurance: The University shall be responsible for all uncovered medical costs incurred by Students and faculty members arising out of any injury or illness sustained while participating in the Program.

Umbrella/Excess Liability: With respect to all operations the University performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Errors and Omissions/Professional Liability: With respect to any damage caused by an error, omission or any negligent or wrongful act of the University or any subcontractor or subconsultant in connection with any professional services performed under this Agreement the University shall carry One Million Dollars (\$1,000,000) per occurrence and Two Million (\$2,000,000) aggregate.

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

Subcontractors: The University shall require all subcontractors, who perform under this Internship Affiliation Agreement, to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractor. All Certificates of Insurance shall be provided to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager) as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the University shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

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

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

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

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

Waiver of Subrogation: The University hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the University shall furnish Certificate(s) of Insurance to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager) prior to the University's commencement of Basic Services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager), P.O. Box 5125, Norwalk, Connecticut 06856-5125.

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