

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

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I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: July 9, 2024

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to amend the Land Disposition and Development Agreement and related Load Recognition Agreement concerning the development of 61 Wall Street and 17 Isaacs Street, last amended on August 21, 2020, as necessary for the developer to close on its construction financing.

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS

1. For informational purposes only: Report of the Claims Committee Dated: July 2024
2. For informational purposes only: Narrative on Tax Collections Dated: July 2024
3. For information purposes only: Monthly Tax Collector's Reports Dated: June 2024
4. Authorize the Mayor, Harry W. Rilling, to execute a Memorandum of Understanding with the Norwalk Housing Authority ("NHA") regarding the calculation of the NHA's statutory Payments in Lieu of Taxes ("PILOT") for each of the NHA's developments located within the City of Norwalk.

B. ORDINANCE

1. Approve revisions to Chapter 66A – Mooring and Anchoring, Article I – Rules and Regulations: §§ 66A-3, 66A-8, 66A-9, 66A-12, 66A-20
2. Approve revisions to Chapter 66A – Mooring and Anchoring, Article II – Permit Fees: §§ 66A-26, 66A-27
3. Approve revisions to Chapter 69 – Norwalk Harbor, Article I – General Regulations, §§ 69-2, 69-5, 69-6
4. Approve revisions to Chapter 69 – Norwalk Harbor, Article III – Norwalk Harbor Management Commission, §§ 69-20, 69-21, 69-22, 69-23, 69-24
5. Approve new section to be inserted into Chapter 69 – Norwalk Harbor, Article III – Norwalk Harbor Management Commission, § 69-25

C. RECREATION, PARKS AND CULTURAL AFFAIRS

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement and sign all required paperwork with the US Forestry Service for the Inflation Reduction Act, Norwalk Improvements to Increase Urban Forestry grant, #24-DG-11094200-058, in the amount of \$1,000,000.
2. Authorize the Mayor, Harry W. Rilling, to execute a 5-year lease extension with the Pastime Social and Athletic Club for the use of a small portion of land along Seaview Avenue. Remaining terms of the agreement to remain unchanged.
3. Authorize the Mayor, Harry W. Rilling, to approve the use of Washington Street Park and immediate surrounding grounds by Gordon Fine Arts, LLC for their SoNo Arts Festival to be held on Saturday, August 3rd, and Sunday, August 4th, 2024 from 10:00 A.M. to 5:00 P.M. Set-up time by 6:00 AM Saturday with tear-down by Sunday 7:00 P.M. Approximately 1000 people.

D. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. Authorize the purchasing agent, Sharon Connors, to issue a purchase order to Safe Boats International for the purchase of one (1) 23 Foot Center Console Police vessel not to exceed \$324,036.37 Account #09253010-5777
2. Authorize the purchasing agent, Sharon Connors, to issue a purchasing order to MAX BMW the sole source provider of BMW Public safety motorcycles in Connecticut for the purchase of (4) four motorcycles not to exceed the amount of \$116,865.96 Account #09233010-5777
3. Authorize the purchasing agent, Sharon Connors, to issue a purchase order to Sullivans Northwest Hills for the purchase of ten 2024 Chevy Police package Utility vehicles under State of Connecticut Government pricing for a total not to exceed \$537,360.00. Account#09243010-5777, 09253010-5777 (State Contract pricing - 19PSX0161)
4. Authorize the purchasing agent, Sharon Connors, to issue a purchase order to Sullivans Northwest Hills for the purchase of two (2) Chevy Police package fully electric police package vehicles. Account # 09243010-5777, 09253010-5777 (State of Connecticut contract pricing - 24PSX0110)
5. Authorize the purchasing agent, Sharon Connors, to issue a purchase order to Fleet Auto Supply, LLC for emergency lighting and upfit for ten Police utility vehicles, and two Chevy fully electric Police Package vehicles for an amount not to exceed \$284,000. Account # 09243010-5777, 09253010-5777

E. COMMUNITY SERVICES

1. a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from Ledge Light Health District in the amount of \$50,115 per year for the period beginning July 1, 2024 through June 30, 2029 for public health emergency preparedness.

b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the public health emergency preparedness grant for the period beginning July 1, 2024 through June 30, 2029.
2. a. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Flourish and Thrive Labs, LLC in an amount not to exceed \$15,000 (from grant account number 3520-93-5258) for HIPAA consultation services.

b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with Flourish and Thrive Labs, LLC for HIPAA consultation services.
3. Authorize the Mayor, Harry W. Rilling, to execute any and all documents or amendments as may be necessary to disburse the noncompetitive procurement funding to The Norwalk Partnership to support the development and execution of the community youth mental health gap analysis in the amount of \$15,000. Positive Directions - The Center for Prevention & Counseling is the fiduciary for TNP. Account No. 012010-5A0620.

4. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to extend the agreement(s) by which the City sub-grants the Child Day Care Contract grant funds it receives from the State of Connecticut, Office of Early Childhood for State Fiscal Year 2025 with the following child care providers: Odyssey Learning, Inc., Trinity CDC, Inc., Stepping Stones Museum for Children, Inc., Connecticut Institute for Communities, Inc., and Growing Seeds Too Child Development Center, Inc.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT



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

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

I. ROLL CALL

Ms. Dixon called the Roll:

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

District A:	Ms. Nico; Ayers (7:33 p.m.)	Mr. Jalin Sead (7:32 p.m.)
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District B:	Mr. Dajuan Wiggins	Ms. Darlene Young
District C:	Ms. Jenn McMurrer	Ms. Melissa Murray
District D:	Ms. Heather Dunn	Mr. Douglas Sutton
District E:	Mr. James Frayer	Ms. Lisa Shanahan

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

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

Mr. Sead joined the meeting at 7:32 p.m. and Ms. Ayers joined the meeting at 7:33 p.m.

II. ACCEPTANCE OF MINUTES

Regular Meeting: June 25, 2024

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

III. PUBLIC PARTICIPATION

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

Mr. Richard Bonenfant expressed concern about any future restrictions associated with the Heavy Duty vehicle grant, such as what type of vehicle can be purchased. He also talked about the unauthorized tonnage going through the transfer station. And added he does not see people displaying passes.

Diana Christopher Paladino expressed her appreciation to Ms. McMurrer her District C representative.

Mr. Andre Venezio spoke about the experience at last weekend's NICE Festival and expressed concern about the trucks going into the dump creating a traffic issue.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

APPOINTMENTS:

**** MR. FRAYER MOVED TO APPROVE THE FOLLOWING APPOINTMENT
MARY VEREL, OAK HILLS PARK AUTHORITY**

Mr. Frayer and Ms. Shanahan spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS:

**** MR. FRAYER MOVED TO APPROVE THE FOLLOWING REAPPOINTMENTS

RICHARD DELLINGER, OAK HILLS PARK AUTHORITY
ANTHONY TRIMBOLI, OAK HILLS PARK AUTHORITY**

Mr. Frayer spoke in support of the reappointments.

**** MOTION PASSED UNANIMOUSLY**

RESIGNATIONS:

Mayor Rilling announced Mr. Farkas' resignation from the Zoning Board of Appeals and expressed his gratitude for his service.

Thomas Farkas, Zoning Board of Appeals

MAYOR'S REMARKS:

Mayor Rilling announced that over 10,000 people attended the City's 2024 Independence Day Fireworks event. Entertainment was provided by DJ Vinnie Campisi as well as the Funky Dawgz Brass Band. He expressed his gratitude to Recreation and Parks, DPW, Police, Fire and EMT teams for keeping everyone safe.

The Mayor talked about the success of the Friday Night Skate events at the new Skate Park at Calf Pasture Beach. Also, the first Outdoor Movie at Calf Pasture Beach received great feedback; the next movie event will take place on Friday, July 19th.

The Mayor talked about the groundbreaking of the Lockwood Lane and Heather Lane Storm Drainage Improvement Project, and thanked Senator Duff and members of the State Delegation who made this project possible through a state grant. He noted that some of the residents have sandbags on their property to prevent water from coming into their homes. He also thanked the DPW team for their work. Lastly, the Mayor talked about the new emergency notification system and how residents can sign up by visiting the city's website.

V. COUNCIL PRESIDENT

Ms. Young expressed appreciation to both Ms. Murray and Ms. McMurrer for their service during their time on the Common Council.

Mayor Rilling offered Council Members an opportunity to make comments. Council Members expressed their appreciation to Ms. Murray and Ms. McMurrer and highlighted their accomplishments. Mayor Rilling also expressed his appreciation for their service to the City of Norwalk.

Ms. Murray expressed her thanks to fellow Council Members for their time and mentorship. Ms. McMurrer expressed her thanks to her family for their support.

A. RESIGNATIONS AND APPOINTMENTS

B. CONSENT CALENDAR:

Ms. Young announced that this evening's Consent Calendar would be read by Mr. Lopez.

**** MR. LOPEZ MOVED TO APPROVE THE FOLLOWING CONSENT CALENDAR:**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. AUTHORIZE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH CIVICPLUS FOR THE PURCHASE OF CIVIC CLERK: AGENDA AND MEETING MANAGEMENT SELECT A SOFTWARE PRODUCT FOR AN INITIAL 1-YEAR TERM AT A COST OF \$13,008.00 AND ANNUAL RECURRING COSTS OF \$16,706.00 SUBJECT TO A 5% ANNUAL INCREASE ON A SOLE SOURCE BASIS. ACCOUNT NO. 011420-5742.

B. PUBLIC WORKS

1. AUTHORIZE THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT A .0122-ACRE STORM WATER DRAINAGE

**EASEMENT OVER 7-9 GLENWOOD AVENUE, NORWALK FROM
GLENWOOD AVENUE LLC.**

2. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO GRANT A 500± SQ. FT. TEMPORARY CONSTRUCTION EASEMENT OVER A PORTION OF THE EAST SIDE OF NORTH WATER STREET/7 CRESCENT STREET, NORWALK IN FAVOR OF THE STATE OF CONNECTICUT DEPT. OF TRANSPORTATION FOR PURPOSES OF INSTALLATION OF A TEMPORARY SIGN DURING WALK RAILROAD BRIDGE REPLACEMENT PROJECT IN CONSIDERATION FOR \$14,000 COMPENSATION OFFERED, STATE PROJECT NUMBER 301-176-033B.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO GRANT A 500± SQ. FT. TEMPORARY CONSTRUCTION EASEMENT OVER A PORTION OF 10 WATER STREET, NORWALK IN FAVOR OF THE STATE OF CONNECTICUT DEPT. OF TRANSPORTATION FOR PURPOSES OF INSTALLATION OF A TEMPORARY SIGN DURING WALK RAILROAD BRIDGE REPLACEMENT PROJECT IN CONSIDERATION FOR \$17,000 COMPENSATION OFFERED, STATE PROJECT NUMBER 301-176-021C.

5. WHEREAS, PURSUANT TO CONNECTICUT GENERAL STATUTES SECTION 32-285A, THE CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT IS AUTHORIZED TO EXTEND FINANCIAL ASSISTANCE FOR ECONOMIC DEVELOPMENT PROJECTS; AND WHEREAS, IT IS DESIRABLE AND IN THE PUBLIC INTEREST THAT THE CITY OF NORWALK MAKE AN APPLICATION TO THE STATE FOR \$2,500,000 IN ORDER TO UNDERTAKE THE SOUTH NORWALK ELEMENTARY SCHOOL AREA IMPROVEMENTS, FOR CONSTRUCTION OF A MODERN ROUNDABOUT AT THE INTERSECTION OF SOUTH MAIN STREET, MEADOW STREET (RT. 136), WILSON AVENUE (RT. 136), AND MEADOW STREET EXTENSION AND TO EXECUTE AN ASSISTANCE AGREEMENT.

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

I. THAT IT IS COGNIZANT OF THE CONDITIONS AND PREREQUISITES FOR THE STATE FINANCIAL ASSISTANCE IMPOSED BY CONNECTICUT GENERAL STATUTES SECTION 32-285A

II. THAT THE FILING OF AN APPLICATION FOR STATE FINANCIAL ASSISTANCE BY CITY OF NORWALK IN AN AMOUNT NOT TO EXCEED \$

2,500,000 IS HEREBY APPROVED AND THAT HARRY W. RILLING, AS MAYOR OF THE CITY OF NORWALK, IS DIRECTED TO EXECUTE AND FILE SUCH APPLICATION WITH THE CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT, TO PROVIDE SUCH ADDITIONAL INFORMATION, TO EXECUTE SUCH OTHER DOCUMENTS AS MAY BE REQUIRED, TO EXECUTE AN ASSISTANCE AGREEMENT WITH THE STATE OF CONNECTICUT FOR STATE FINANCIAL ASSISTANCE IF SUCH AN AGREEMENT IS OFFERED, TO EXECUTE ANY AMENDMENTS, DECISIONS, AND REVISIONS THERETO, AND TO ACT AS THE AUTHORIZED REPRESENTATIVE OF CITY OF NORWALK.

9. A. AUTHORIZE THE MAYOR HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH FGB CONSTRUCTION COMPANY FOR PURCHASING PROJECT 4378, RNP2024-1. CALF PASTURE BEACH ROAD REALIGNMENT (BASEBID), MILLING AND PAVING OF CALF PASTURE BEACH (ALTERNATE 1), AND CONCRETE SIDEWALK AND SEATWALLS AROUND SKATE PARK (ALTERNATE 2) FOR A SUM NOT TO EXCEED \$742,500.00 (BASE BID) PLUS \$184,850.00 (ALTERNATE 1) PLUS \$67,650.00 (ALTERNATE 2).

**ACCOUNT NO. 09 25 6030 5777 C0365
09 22 6030 5777 C0588
09 23 6030 5777 C0588
09 24 6030 5777 C0588
09 25 6030 4862 C0365
09 25 6030 5796 C0365**

B. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS TO EXECUTE ORDERS ON CONTRACT WITH FGB CONSTRUCTION COMPANY FOR PURCHASING PROJECT 4378, RNP2024-1. CALF PASTURE BEACH ROAD REALIGNMENT (BASEBID), MILLING AND PAVING OF CALF PASTURE BEACH (ALTERNATE 1), AND CONCRETE SIDEWALK AND SEATWALLS AROUND SKATE PARK (ALTERNATE 2) FOR A SUM NOT TO EXCEED \$99,500.00

**ACCOUNT NO. 09 25 6030 5777 C0365
09 22 6030 5777 C0588
09 23 6030 5777 C0588
09 24 6030 5777 C0588
09 25 6030 4862 C0365
09 25 6030 5796 C0365**

C. LAND USE AND BUILDING MANAGEMENT

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO THE FINANCIAL ASSISTANCE AGREEMENT WITH LOCKWOOD MATHEWS MANSION MUSEUM TO ALLOCATE AN ADDITIONAL \$3,000,000.00 FOR THE LMMM IMPROVEMENT PROJECT. FUNDS ARE AVAILABLE FROM THE 2024-2025 CAPITAL BUDGET ACCOUNT NUMBER TO BE ESTABLISHED.

2. A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH 4 YOU LLC, FOR THE ANIMAL CONTROL FACILITIES IMPROVEMENT PROJECT FOR A TOTAL NOT TO EXCEED \$184,300.00. FUNDS ARE AVAILABLE FROM ACCOUNT #430000 5765

B. AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON THE CONTRACT FOR A TOTAL NOT TO EXCEED \$18,430.00. FUNDS ARE AVAILABLE FROM ACCOUNT #430000 5765

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A 5-YEAR AGREEMENT WITH SECURITY SPECIALISTS, A DIVISION OF ALERT SYSTEMS, LLC. FOR SECURITY MONITORING SERVICES AT NORWALK HEALTH DEPARTMENT FOR A TOTAL ANNUAL COST OF \$468.00. ACCT. #012012 5296

4. A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH VASE MANAGEMENT INC. FOR THE BROOKSIDE ELEMENTARY SCHOOL, MONTESSORI FOURTH GRADE CLASSROOM UPGRADE PROJECT & ROWAYTON ELEMENTARY SCHOOL CAFETERIA FLOORING REPLACEMENT PROJECT FOR A TOTAL NOT EXCEED \$201,586.00. FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNT(S):

ACCT. 09245010 5777 C0686

ACCT. 09255010 5777 C0686

ACCT. 09245010 5777 C0687

B. AUTHORIZE THE NPS FACILITIES DEPARTMENT TO ISSUE CHANGE ORDERS ON THIS CONTRACT FOR A TOTAL OF \$20,159.00. FUNDS ARE AVAILABLE IN ACCT. #09255010 5777 C0686

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

B. PUBLIC WORKS

**** MR. FRAYER MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, AND/OR THE CHIEF OF OPERATIONS AND PUBLIC WORKS, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, AND AMENDMENTS THERETO AS MAY BE NECESSARY FOR THE CITY OF NORWALK TO APPLY AND RECEIVE GRANT FUNDS FROM THE ENVIRONMENTAL PROTECTION AGENCY (EPA) THROUGH ITS CLEAN HEAVY-DUTY VEHICLES GRANTS PROGRAM (EPA-R-OAR-CHDV-24-06).**

Mr. Frayer reviewed the item. He said this is an open ended grant and the City will have the opportunity to select the vehicle they need.

**** MOTION PASSED UNANIMOUSLY**

**** MR. FRAYER MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE A CONTRACT WITH CITY CARTING LLC./WIN WASTE INNOVATIONS HOLDING, INC. ("WIN WASTE") FOR SOLID WASTE, RECYCLING, BULK ITEMS, AND YARD WASTE COLLECTION, PROCESSING, AND REVENUE SHARING (THE "SERVICES"), AS APPLICABLE, INITIAL CONTRACT TERM OF SEVEN YEARS WITH ONE OPTION TO EXTEND FOR A PERIOD OF THREE YEARS, COSTS NOT TO EXCEED FEES FOR SUCH SERVICES AS BID BY WIN WASTE IN ITS PROPOSAL DATED JUNE 16, 2024, IN RESPONSE TO RFP 4375 - RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION SERVICES AND TRANSFER STATION OPERATIONS, PROJECT NO. 4375 DATED MAY 24, 2024 AND ADDENDUM(S) SUBSEQUENTLY ISSUED THERETO.**

ACCOUNT NO. 01 40 28 5258

01 40 42 5298

01 40 43 5298

01 40 42 5258

01 40 42 5299

AND TO AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE A CONTRACT WITH CITY CARTING LLC./WIN WASTE INNOVATIONS HOLDING, INC. ("WIN WASTE") FOR TRANSFER STATION OPERATIONS, TRANSPORT AND DISPOSAL SERVICES AND SPECIAL PROJECTS (THE "SERVICES"), AS APPLICABLE, INITIAL CONTRACT TERM OF SEVEN YEARS WITH ONE OPTION TO EXTEND FOR A PERIOD OF THREE YEARS, COSTS NOT TO EXCEED FEES FOR SUCH SERVICES AS BID BY WIN WASTE IN ITS PROPOSAL DATED JUNE 16, 2024, IN RESPONSE TO RFP 4375 - RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION SERVICES AND TRANSFER STATION OPERATIONS, PROJECT NO. 4375 DATED MAY 24, 2024 AND ADDENDUM(S) SUBSEQUENTLY ISSUED THERETO.

ACCOUNT NO. 01 40 28 5258

01 40 42 5298

01 40 43 5298

01 40 42 5258

01 40 42 5299

Mr. Frayer reviewed the items. He offered members of the Common Council an opportunity to express their concern that the selection process was flawed and should have been more transparent. He noted that the RFP process was a collaborative effort.

Ms. Valadares reviewed the RFP process and said that items related to sustainability were added to the RFP. Ms. Conner provided an overview of the procurement process. Mr. Frayer asked if she was concerned because they only received one response, she said that they never know what kind of response they will get and that it can happen. Mr. Torre reviewed how the recycling and trash is moved.

Ms. Niedzielski Eichner said she would be a no vote, because they would have been better served by finishing the bid process. Mr. Goldstein spoke in support of the item and said he hopes they will be open to more practices as they finalize the negotiations. Mr. Burnett asked if this was potentially a 10 year contract. He also asked about annual performance and how their services will be measured. Ms. Valadares noted the RFP is 180 pages and there are areas where they will be fined.

**** MOTION PASSED BY ROLL CALL VOTE WITH TWO (2) ABSTENTIONS (MS. AYERS AND MR. SEAD) TWO (2) VOTES IN OPPOSITION (MS. NIEDZIELSKI EICHNER AND MR. WIGGINS) AND ELEVEN (11) IN FAVOR (MR. BURNETT, MR. GOLDSTEIN, MR. LOPEZ, MS. SMYTH, MS. YOUNG, MS. MCMURRER, MS. MURRAY, MS. DUNN, MR. SUTTON, MR. FRAYER, MS. SHANAHAN)**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions presented by council members 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 suspensions of the rules this evening.

XI. ADJOURNMENT

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

There was no further business, and the meeting was unanimously adjourned at 9:09 P.M.

ATTEST: _____
Irene Dixon, City Clerk

MEMORANDUM

From: Darin L. Callahan, Assistant Corporation Counsel

To: Mayor Harry W. Rilling;
Members of the Common Council

Date: July22, 2024

Re: Amendment of LDA and LRA concerning development of 61 Wall Street and 17 Isaacs Street.

.....

Dear Members of the Council:

The Developer who will complete the construction of the residential buildings to be constructed at 61 Wall Street and 17 Isaacs Street is scheduled to close on their construction financing at the end of the month. In connection with this closing, the City has been asked to make certain modifications to the LDA and LRA (last amended on August 21, 2020) in order to induce lenders, Bank of America and Citibank to make the necessary construction financing loans.

The substantive changes to the LDA are as follows:

(1) The Developer has 36 months to complete the construction of the Phase I Improvements commencing at the time the LDA amendment is executed which will be contemporaneous with the construction financing loan closing. Construction is required to progress in substantial accordance with the construction schedule Developer committed to with its lenders. The construction schedule contemplates a completion date 28 months from closing with the Developer having a right to a six-month extension of time.

(2) The City is acknowledging approval of the Construction Plans and Working Drawings under the LDA.

(3) The City is agreeing to allow the Developer to buy out of the obligation to construction 100 public parking spaces for a payment of \$22,000 per space provided that the election is made within thirty (30) days of the effective date of this amendment with 50% due within thirty (30) days of such election and the remaining 50% due on or before June 1, 2025.

(4) The Developer is permitted to build 3 additional residential units at the 61 Wall Street development site.

The substantive changes to the LRA are as follows:

(1) Bank of America and Citibank are being made parties to the LRA for purposes of the financing of this project.

(2) The City is acknowledging a collateral assignment of the Developer LLC's managing membership interest in favor of Bank of America which is necessary to make the project financeable.

The current drafts of the LDA and LRA attached

Proposed Authorization language:

AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO AMEND THE LAND DISPOSITION AND DEVELOPMENT AGREEMENT AND RELATED LOAN RECOGNITION AGREEMENT CONCERNING THE DEVELOPMENT OF 61 WALL STREET AND 17 ISAACS STREET, LAST AMENDED ON AUGUST 21, 2020, AS NECESSARY FOR THE DEVELOPER TO CLOSE ON ITS CONSTRUCTION FINANCING.

Record and Return to:

Leech Tishman
One Dag Hammerskjold Plaza
885 Second Avenue, 3rd Floor
New York, New York 10017
Attn: Jonathan E. Orell, Esq.

**THIRD AMENDMENT OF THE LAND DISPOSITION AND DEVELOPMENT
AGREEMENT**

THIS THIRD AMENDMENT OF THE LAND DISPOSITION & DEVELOPMENT AGREEMENT (this "Amendment") to that certain Land Disposition & Development Agreement originally executed by the City of Norwalk Connecticut and The Redevelopment Agency of the City of Norwalk as of November 14, 2007 (the "Original LDA"), as amended by that certain Amendment of the Land Disposition and Development Agreement dated as of October 24, 2014 (the "First Amendment"), and as further amended by that certain Second Amendment of the Land Disposition and Development Agreement dated as of August 25, 2020 (the "Second Amendment"; and together with the Original LDA and the First Amendment, sometimes referred to herein collectively as the "LDA"), is made as of the ____ day of _____, 2024, by and between THE CITY OF NORWALK CONNECTICUT, a municipal corporation (the "City"), THE REDEVELOPMENT AGENCY OF THE CITY OF NORWALK, a redevelopment agency created by the Common Council of the City pursuant to Chapter 130 of the Connecticut General Statutes (the "Agency"), and WALL STREET RECAP ASSOCIATES LLC, a Connecticut limited liability company (the "Phase I Redeveloper").

WITNESSETH:

WHEREAS, the City, the Agency and POKO-IWSR Developers LLC, a limited liability company organized under the laws of the State of Connecticut ("POKO") entered into the LDA, which is comprised of the main agreement and Part II, Terms and Conditions; and

WHEREAS, the LDA originally provided for, among other things, the planned purchase and development by POKO of certain property designated as "Development Parcel 2a" in the LDA, and more specifically described therein as the "Project Site", the "Project Property" and "Property" (collectively, the "LDA Property"); and

WHEREAS, the LDA contemplated the purchase and development of the LDA Property in phases as more specifically described in the LDA; and

WHEREAS, IWSR Owner LLC, an affiliate of POKO ("Borrower"), acquired title to a portion of the LDA Property, specifically the property commonly known as 61 Wall Street, Norwalk, Connecticut ("61 Wall Street"); and

WHEREAS, the Phase I Redeveloper acquired title to a portion of the LDA Property, specifically the property commonly known as 17 Isaacs Street, Norwalk, Connecticut ("17 Isaacs Street"); and

WHEREAS, Borrower, the City, the Agency and Citibank, National Association ("Citibank") entered into that certain Loan Recognition Agreement dated as of October 1, 2008, as amended by that certain Amendment of the Loan Recognition Agreement dated as of July 31, 2015 (collectively, the "LRA"), in order to recognize the rights of Citibank as the construction lender to Borrower pursuant to a construction loan from Citibank to Borrower in the original maximum amount of up to \$31,880,000.00 (the "Citibank Loan"); and

WHEREAS, the Citibank Loan was secured by, among other things, a mortgage (the "Lender Mortgage") on 61 Wall Street; and

WHEREAS, subsequent to Borrower defaulting under the Citibank Loan, Municipal Holdings LLC, a subsidiary of Citibank ("Municipal Holdings"), accepted title to 61 Wall Street via a deed in lieu of foreclosure; and

WHEREAS, pursuant to the terms of the LDA and the LRA, Municipal Holdings intends to transfer 61 Wall Street to the Phase I Redeveloper simultaneously with the execution and delivery of this Amendment; and

WHEREAS, in connection with the Phase I Redeveloper's construction financing closing as of the date hereof the parties hereto desire to enter into this Amendment to amend the LDA as more particularly set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertaking and other consideration set forth in this Amendment, the receipt and sufficiency of which is hereby acknowledge, the parties hereto agree as follows:

1. All terms not otherwise defined in this Amendment shall have their respect meanings as set forth in the LDA.

2. All references in Sections 3.2 and 3.9 in the Second Amendment to "Citibank" as the construction lender for the Phase I Improvements are hereby deleted and replaced with "Bank of America, N.A.".

3. All "Phase I Improvement Extension Thresholds" set forth in the First Amendment are hereby deleted in their entirety.

4. The time in which the Phase I Redeveloper has to complete the Phase I Improvements is hereby extended until the date that is 36 months from the mutual execution and delivery of this Amendment substantially in accordance with the project schedule attached hereto as Exhibit A. Notwithstanding the foregoing, in the event the Phase I Redeveloper exercises its right to a 6-month extension of the term of the construction loan from Bank of America, N.A. (the "Extension Right"), the time in which the Phase I Redeveloper has to complete the Phase I Improvements shall automatically be extended by such 6-month period provided that the Phase I Redeveloper has provided

written notice to the Agency and the City of its exercise of the Extension Right at the time so exercised under the construction loan from Bank of America, N.A.

5. The City and the Agency hereby acknowledge and confirm the receipt of and approval of the Phase I Construction Plans entitled “Wall Street Plan” prepared by Crosskey Architects and Redniss & Mead for P&Z Submission updated as of June 7, 2023, and attached hereto as Exhibit B as required by Section 3.1 of the LDA, identified in Exhibit C required by Section 3.2 of the LDA, and the Working Drawings entitled “_____” prepared by _____ dated _____ identified in Exhibit C as required by Section 3.8 of the LDA.

6. Section 2.1(B)1, as amended by the Second Amendment, is hereby deleted in its entirety and replaced with the following”

“Phase I Parking. The Phase I Redeveloper shall provide forty (40) +/- parking spaces on the property known as 61 Wall Street as well as a two-story parking garage on the property known as 17 Isaacs Street (the “Isaacs Street Garage”), which garage shall contain one hundred fifty-seven (157) spaces. The Phase I Redeveloper will provide a minimum of one hundred (100) public spaces in the Isaacs Street Garage. Notwithstanding the foregoing, the Phase I Redeveloper shall be entitled to provide less than the required minimum one hundred (100) public spaces if the Phase I Redeveloper pays to the City an amount equal to Twenty Two Thousand (\$22,000) and 00/100 Dollars per parking space designated as a public parking space, provided, however, that election must be made within thirty (30) days of the effective date of this Amendment with fifty percent (50%) of any such required payment due within thirty (30) days of such election and the balance of such payment (i.e. the remaining 50%) due on or before June 1, 2025. The payments made by the Phase I Redeveloper pursuant hereto shall be a separate line item within the City budget designated to be used solely for public parking in the Wall Street Development area as determined by the Common Council. Only to the extent that one (1) or more public parking spaces are provided by the Phase I Redeveloper in the Isaacs Street Garage, the Isaacs Street Garage shall be managed and operated in accordance with the Parking Plan attached hereto as Exhibit 2.1(B)(1).”

7. Section 2.1(B)(2) of the LDA, is hereby modified by striking “one hundred two (102) residential units (the “Phase I Residential Units”) in the first sentence and replacing it with “one hundred five (105) residential units on 61 Wall Street.”

8. Notices.

Any notices, approvals, disapprovals or other communication (a “Notice”), to be given hereunder to any party shall be in writing and shall be given either by personal delivery, private overnight courier or messenger service, electronic mail or by depositing such notice in the United State mail, certified, with return receipt requested postage prepaid and addressed as follows:

Agency:	Redevelopment Agency of the City of Norwalk
	125 East Avenue
	P.O. Box 5125
	Norwalk, CT 06856-5125
	Attn: Corporate Counsel

City: City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125
Email: LawDeptAttys@norwalkct.gov
Attn: Corporate Counsel

Phase I Redeveloper: Wall Street Recap Associates LLC
c/o JHM Group of Companies
1266 East Main Street
Stamford, CT 06902
Email: todd@groupjhm.com
Attn: Todd D. McClutchy

With a Copy to: Leech Tishman
One Dag Hammarskjöld Plaza
885 Second Avenue, Third Floor
New York, NY 10017
Email: jorell@leechtishman.com
Attn: Jonathan E. Orell, Esq.

And: Nelson Mullins Riley & Scarborough LLP
390 N. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Heather Toft, Esq.

And: USA Institutional Wall Street Place LLC
c/o Richman Fund Manager, Inc.
777 West Putnam Avenue
Greenwich, Connecticut 06830

9. Article XIV of the LDA is hereby amendment to strike the reference to “July 13, 2024” and replace same with “July 13, 2044”.

10. The Terms and Conditions, Part II of the LDA are hereby amended as follows:

(a) Section 604 thereof is hereby amended by adding the word “reasonably” after “written agreement” and before the word “satisfactory” in the first sentence thereof.

(b) Section 605(b) thereof is hereby amended by adding the following at the end of the parenthetical therein: “(plus one (1) years)”.

11. For the avoidance of doubt, the provisions of Section 25.4 of the LDA are hereby ratified and affirmed by the parties hereto and remain in full force and effect.

11. Except as modified hereby, the terms of the LDA, as amended, remain in full force and effect. Nothing containing herein shall alter or amend any obligation of any party to the LDA, as amended, not a party hereto.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the day and year first above written.

Witnessed by:

THE REDEVELOPMENT AGENCY OF THE CITY
OF NORWALK

By: _____
Name:
Its:

STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 2024, the undersigned officer, personally appeared _____, who acknowledged himself to be the Chairman of The Redevelopment Agency of the City of Norwalk, and that he, as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of The Redevelopment Agency of the City of Norwalk by himself as Chairman.

In witness whereof I hereunder set my hand.

Notary Public/Commissioner of the Superior
Court
My commission expires: _____

Witnessed by:

THE CITY OF NORWALK

By: _____

Name: Harry Rilling

Its: Mayor

STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 2024, the undersigned officer, personally appeared Harry Rilling, who acknowledged himself to be the Mayor of The City of Norwalk, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of The City of Norwalk by himself as Mayor.

In witness whereof I hereunder set my hand.

Notary Public/Commissioner of the Superior
Court
My commission expires: _____

Witnessed by:

WALL STREET RECAP ASSOCIATES LLC

By: Wall Street Recap GP LLC,
its Managing Member

By: JHM Wall Street Recap, LLC,
a Co-Managing Member

By: _____
Name: Todd D. McClutchy
Its: Manager

By: Richman Wall Street Recap, LLC,
a Co-Managing Member

By: _____
Name: Jason Wilber
Its: Vice President

STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 2024, the undersigned officer, personally appeared Todd D. McClutchy, who acknowledged himself to be a Manager of JHM Wall Street Recap, LLC, and that he, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of limited liability company by himself as Manager.

In witness whereof I hereunder set my hand.

Notary Public/Commissioner of the Superior
Court
My commission expires: _____

STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 2024, the undersigned officer, personally appeared Jason Wilber, who acknowledged himself to be the Vice President of Richman Wall Street Recap, LLC, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of limited liability company by himself as Vice President.

In witness whereof I hereunder set my hand.

Notary Public/Commissioner of the Superior
Court
My commission expires: _____

EXHIBIT A

Project Schedule

See attached.

EXHIBIT B

See attached.

EXHIBIT C

See attached.

Record and Return to:

Leech Tishman
One Dag Hammerskjold Plaza
885 Second Avenue, 3rd Floor
New York, New York 10017
Attn: Jonathan E. Orell, Esq.

THIRD AMENDMENT OF THE LOAN RECOGNITION AGREEMENT

THIS THIRD AMENDMENT OF THE LOAN RECOGNITION AGREEMENT (this "Amendment") to that certain Loan Recognition Agreement originally executed by POKO-IWSR DEVELOPERS LLC, THE CITY OF NORWALK, CONNECTICUT, THE REDEVELOPMENT AGENCY OF THE CITY OF NORWALK, CITICORP USA, INC., and PARK AVENUE FUNDING, LLC dated October 1, 2008 (the "Original LRA"), as amended by that certain Amendment of the Loan Recognition Agreement dated July 31, 2015 (the "First Amendment"), and as further amended by that certain Second Amendment of the Loan Recognition Agreement dated August 25, 2020 (the "Second Amendment"; and together with the Original LRA and the First Amendment, sometimes referred to herein collectively as the "LRA"), is made as of the ____ day of _____, 2024, by and among **THE CITY OF NORWALK CONNECTICUT**, a municipal corporation (the "City"), **THE REDEVELOPMENT AGENCY OF THE CITY OF NORWALK**, a redevelopment agency created by the Common Council of the City pursuant to Chapter 130 of the Connecticut General Statutes (the "Agency"), **WALL STREET RECAP ASSOCIATES LLC**, a Connecticut limited liability company (the "Phase I Redeveloper"), **CITIBANK, N.A.**, a national banking association, as successor to Citicorp USA, Inc. ("Citibank"), and **BANK OF AMERICA, N.A.**, a national banking association ("BofA").a").

W I T N E S S E T H:

WHEREAS, the City, the Agency and POKO-IWSR Developers LLC, a limited liability company organized under the laws of the State of Connecticut ("POKO") entered into that certain Land Disposition & Development Agreement dated November 14, 2007, which is comprised of the main agreement and Part II, Terms and Conditions recorded in the Norwalk Town Clerk's Office on November 15, 2007 in Volume 06684, page 1, as amended by a First Amendment to the LDA dated as of October 24, 2014 and recorded in the Norwalk Town Clerk's Office on October 30, 2014 in Volume 8077, page 155, and as amended by a Second Amendment of the Land Disposition and Development Agreement dated as of August 25, 2020 and recorded January 22, 2021 in Volume 9156, page 169, and as further amended by a by a Third Amendment of the Land Disposition and Development Agreement dated as of the date of this Amendment and to be recorded prior to the recording of this Amendment in the Norwalk Town Clerk's Office (collectively, the "LDA"); and

WHEREAS, the LDA originally provided for, among other things, the planned purchase and development by POKO of certain property designated as "Development Parcel 2a" in the LDA, and more specifically described therein as the "Project Site", the "Project Property" and "Property" (collectively, the "LDA Property"); and

WHEREAS, the LDA contemplated the purchase and development of the LDA Property in phases as more specifically described in the LDA; and

WHEREAS, IWSR Owner LLC, an affiliate of POKO (“Borrower”), acquired title to a portion of the LDA Property, specifically the property commonly known as 61 Wall Street, Norwalk, Connecticut (“61 Wall Street”); and

WHEREAS, the Phase I Redeveloper acquired title to a portion of the LDA Property, specifically the property commonly known as 17 Isaacs Street, Norwalk, Connecticut (“17 Isaacs Street”); and together with 61 Wall Street, sometimes referred to herein collective as the “Mortgaged Property”); and

WHEREAS, Borrower, the City, the Agency and Citibank entered into the LRA, in order to recognize the rights of Citibank as the construction lender to Borrower pursuant to a construction loan from Citibank to Borrower in the original maximum amount of up to \$31,880,000.00 (the “Citibank Loan”); and

WHEREAS, the Citibank Loan was secured by, among other things, a mortgage on 61 Wall Street; and

WHEREAS, subsequent to Borrower defaulting under the Citibank Loan, Municipal Holdings LLC, a subsidiary of Citibank (“Municipal Holdings”), accepted title to 61 Wall Street via a deed in lieu of foreclosure; and

WHEREAS, pursuant to the terms of the LDA and the LRA, Municipal Holdings intends to transfer 61 Wall Street to the Phase I Redeveloper simultaneously with the execution and delivery of this Amendment; and

WHEREAS, in connection with the Phase I Redeveloper’s construction financing closing as of the date hereof the parties hereto desire to enter into this Amendment to amend the LRA as more particularly set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertaking and other consideration set forth in this Amendment, the receipt and sufficiency of which is hereby acknowledge, the parties hereto agree as follows:

1. All terms not otherwise defined in this Amendment shall have their respect meanings as set forth in the LRA.
2. All references in the LRA to “Lender”, “Lenders” or “Construction Lender(s)” shall be deemed to include BofA, DOH, the City, the Agency, and Citibank.
3. All references in the LRA to “Construction Financing”, “Loan” or “Loans” shall include BofA Loan, Citibank Loan No. 2, DOH Loan, and City Loan (all as hereinafter defined).
4. All references in the LRA to “Mortgage” shall be deemed to include BofA Mortgage, Citibank Mortgage No. 2, DOH Mortgage, City Mortgage and Forward Mortgage (all as hereinafter defined).

5. The parties agree and acknowledge that as part of the Phase I Improvements, the Phase I Redeveloper has secured the following sources of funding all of which are hereby approved:

a. Loan from BofA in the amount of up to [\$_____] (“BofA Loan”), which shall be secured by, inter alia, a first priority mortgage lien encumbering the Mortgaged Property (“BofA Mortgage”) and later converted to a permanent loan from Citibank, N.A. (“Citibank Loan No. 2”), in the amount of up to [\$_____] (“Citibank Mortgage No. 2”);

b. Loan from DOH in the amount of up to \$13,600,000.00 (“DOH Loan”), which shall be secured by, inter alia, a mortgage encumbering the Mortgaged Property (“DOH Mortgage”); and

c. Loan from the Agency in the amount of up to \$4,400,000.00 (“City Loan”), which shall be secured by, inter alia, a mortgage encumbering the Mortgage Property (“City Mortgage”).

d. Equity investment from USA Institutional Wall Street Place LLC, a Delaware limited liability company an affiliate of The Richman Group Affordable Housing Corporation, in the approximate amount of [\$_____].

e. Mortgage securing that certain forward commitment fee in connection with Citibank Loan No. 2 (“Forward Mortgage”).

6. The LRA is hereby amended to remove all references or requirements relating to a potential or required master lease or condominium regime.

7. Section 6.3 of the LRA is hereby amended to add the following to the end of such section.

“Notwithstanding anything contained herein to the contrary, the collateral assignment of the Phase I Redeveloper’s managing member .01% member interest in the Phase I Redeveloper pursuant to that certain Security Agreement (Assignment of Membership Interest and Related Interests) (Direct Assignment by Managing Member) by and between Wall Street Recap GP LLC and BofA, of even date herewith shall be deemed a Permitted Transfer pursuant to Section 13.2(v) of the LDA provided that the Phase I Redeveloper continues at all times to be bound by all the obligations under the LDA notwithstanding the exercise of any rights under said Security Agreement.”

8. Notices.

Any notices, approvals, disapprovals or other communication (a “Notice”), to be given hereunder to any party shall be in writing and shall be given either by personal delivery, private overnight courier or messenger service, or by depositing such notice in the United State mail, certified, with return receipt requested postage prepaid and addressed as follows, or to such other address as such party shall hereafter specify via a Notice to the other parties:

Agency: Redevelopment Agency of the City of Norwalk
 125 East Avenue
 P.O. Box 5125
 Norwalk, CT 06856-5125

Attn: Corporate Counsel

City: City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125
Attn: Corporate Counsel

Phase I Redeveloper: Wall Street Recap Associates LLC
c/o JHM Group of Companies
1266 East Main Street
Stamford, CT 06902
Email: todd@groupjhm.com
Attn: Todd D. McClutchy

With a Copy to: Leech Tishman
One Dag Hammarskjöld Plaza
885 Second Avenue, Third Floor
New York, NY 10017
Email: jorell@leechtishman.com
Attn: Jonathan E. Orell, Esq.

And: Nelson Mullins Riley & Scarborough LLP
390 N. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Heather Toft, Esq.

And: USA Institutional Wall Street Place
LLC
c/o Richman Fund Manager, Inc.
777 West Putnam Avenue
Greenwich, Connecticut 06830
Attention: General Counsel

Investor Member: USA Institutional Wall Street Place
LLC
c/o Richman Fund Manager, Inc.
777 West Putnam Avenue
Greenwich, Connecticut 06830
Attention: General Counsel

BofA: Bank of America, N.A.
110 N. Wacker Drive
Chicago, IL 60606
Attn: Lisa Glosniak

With a Copy to: Holland & Knight LLP

787 Seventh Avenue, 31st Floor
New York, NY 10019
Attn: Kathleen M. Furey, Esq.

With a Copy to: Citibank, N.A.
388 Greenwich Street, Trading 4th Floor
New York, New York 10013
Attn: Transaction and Asset Management Group
Re: Wall Street (Redevelopment), Deal ID No. 50010627
Facsimile: (212) 723-8209

With a Copy to: Citibank, N.A.
325 East Hillcrest Drive, Suite 160
Thousand Oaks, California 91360
Attn: Operations Manager/Asset Manager
Re: Wall Street (Redevelopment), Deal ID No. 50010627
Facsimile: (805) 557-0924

Notice sent by overnight courier or messenger or United States certified mail shall be effective on the date delivered to the recipient. Notwithstanding anything to the contrary in Section 603 of Part II of the LDA, the Agency and the City acknowledge that Bank of America, N.A., and Citibank, N.A., are each a lender and mortgagee of the Mortgaged Property and no notice is required to be given by Bank of America, N.A., or Citibank, N.A., in order to be considered a mortgagee, and its address for notice is as set forth above.

9. Except as modified hereby, the terms of the LRA, as amended, remain in full force and effect. Nothing containing herein shall alter or amend any obligation of any party to the LRA, as amended, not a party hereto.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the day and year first above written.

Witnessed by:

THE REDEVELOPMENT AGENCY OF THE CITY
OF NORWALK

By: _____
Name:
Its:

STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 2024, the undersigned officer, personally appeared _____, who acknowledged himself to be the Chairman of The Redevelopment Agency of the City of Norwalk, and that he, as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of The Redevelopment Agency of the City of Norwalk by himself as Chairman.

In witness whereof I hereunder set my hand.

Notary Public/Commissioner of the Superior
Court
My commission expires: _____

By: _____
Name: Harry Rilling
Its: Mayor

On this the ____ day of _____, 2024, the undersigned officer, personally appeared Harry Rilling, who acknowledged himself to be the Mayor of The City of Norwalk, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of The City of Norwalk by himself as Mayor.

Notary Public/Commissioner of the Superior
Court
My commission expires: _____

Witnessed by:

CITIBANK, N.A.

By: _____

Name: James Bendernagel

Its: Authorized Signatory

STATE OF _____)
) ss.
COUNTY OF _____)

On this the _____ day of _____, 2024, the undersigned officer, personally appeared James Bendernagel, who acknowledged himself to be an Authorized Signatory of Citibank, N.A., and that he, as such Authorized Signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Citibank, N.A., by himself as Authorized Signatory.

In witness whereof I hereunder set my hand.

Notary Public/Commissioner of the Superior
Court
My commission expires: _____

Witnessed by:

BANK OF AMERICA, N.A.

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this the _____ day of _____, 2024, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of Bank of America, N.A., and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Bank of America, N.A., by himself as _____.

In witness whereof I hereunder set my hand.

Notary Public/Commissioner of the Superior
Court
My commission expires: _____

Witnessed by:

WALL STREET RECAP ASSOCIATES LLC

By: Wall Street Recap GP LLC,
its Managing Member

By: JHM Wall Street Recap, LLC,
a Co-Managing Member

By: _____

Name: Todd D. McClutchy

Its: Manager

By: Richman Wall Street Recap, LLC,
a Co-Managing Member

By: _____

Name: Jason Wilber

Its: Vice President

STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 2024, the undersigned officer, personally appeared Todd D. McClutchy, who acknowledged himself to be a Manager of JHM Wall Street Recap, LLC, and that he, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of limited liability company by himself as Manager.

In witness whereof I hereunder set my hand.

Notary Public/Commissioner of the Superior
Court

My commission expires: _____

STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 2024, the undersigned officer, personally appeared Jason Wilber, who acknowledged himself to be the Vice President of Richman Wall Street Recap, LLC, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of limited liability company by himself as Vice President.

In witness whereof I hereunder set my hand.

Notary Public/Commissioner of the Superior
Court
My commission expires: _____

Common Council

Request for Item to be Placed on Agenda

Date of Request July 15, 2024

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

Person/Department/Committee making request: Finance Committee

Section on Agenda where item is to appear: Finance
Committee X

Has Item been to a Council Committee? Yes X No Which one?
Finance/Claims **July 11, 2024**

Has the items been reviewed by the Planning and Zoning Commission under
Section 8-24 of the State Statutes? Yes No N/A

List Item/s and Action to be taken: (Attach document to be approved or backup
material. If a contract is to be awarded, please include name of contractor, amount of
contract to be awarded and account from which payment will be made).

1. For informational purpose only: Report of the Claims Committee Dated: July 2024
2. For informational purposes only: Narrative on Tax Collections Dated: July 2024
3. For informational purposes only: Monthly Tax Collector's Reports Dated: June 2024
4. Authorize the Mayor Harry W. Rilling, to execute a Memorandum of Understanding with the Norwalk Housing Authority ("NHA") regarding the calculation of the NHA's statutory Payments in Lieu of Taxes ("PILOT") for each of the NHA's developments located within the City of Norwalk.

AGENDA

CLAIMS COMMITTEE MEETING

JULY 11TH 2024

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:

BILL No & AMOUNT REFUNDED

REASON

MOTOR VEHICLE

ALVARADO ALVARADO JUAN	22-MV-400637 \$11.48 + \$.86 INT	PRORATION
BENNETT TRACEY JANE	21-MV-305481 \$476.14	SENT TO STAMFORD
CAB EAST LLC	22-MV-308624 \$320.69	PRORATION
COURVILLE SERVICES LLC	22-MV-314872 \$57.77	ASMNT ADJUSTMENT BY QDS
CUSHING CHARLOTTE T	22-MV-402845 \$13.50 INT	REFUND OF INTEREST
DAIMLER TRUST	22-MV-316053 \$396.44	ASMNT CORRECTION/PRORTN
DIFEDERICO LANDSCAPING LLC	22-MV-318311 \$15.85	ASMNT ADJUSTMENT BY QDS
FORCELLINA ROBERT M	22-MV-323918 \$16.18	ASMNT ADJUSTMENT BY QDS
H & L PAVING LLC	22-MV-329078 \$183.14	ASMNT ADJUSTMENT BY QDS
KONSTANTIN GRACE E &		
KONSTANTIN NEAL A	22-MV-337758 \$191.15 + \$28.68 INT	PRORATION
MCKINLEY LANDSCAPE DESIGNS LLC	22-MV-344713 \$51.40	ASMNT ADJUSTMENT BY QDS
NORWALK HOSPITAL ASSOC	22-MV-350220 \$27.72	PRORATION
PERROTTIELLI MICHAEL A	22-MV-353900 \$499.05	SENT TO STAMFORD
RENWICK KELLY ANN	21-MV-355422 \$64.28 + \$8.68 INT	PRORATION
SEAMAN CONS INC	22-MV-361861 \$196.95	ASMNT ADJUSTMENT BY QDS
	22-MV-361870 \$76.11	ASMNT ADJUSTMENT BY QDS
	22-MV-361873 \$373.57	ASMNT ADJUSTMENT BY QDS
WALSH & SONS PAVING & EXCAV	22-MV-373090 \$454.31	ASMNT ADJUSTMENT BY QDS

REAL ESTATE

CUSHING CHARLOTTE T

130 FILLOW ST APT 32

5-56-11-32

22-RE-106503 \$87.48 INT

REFUND OF INTEREST

ZHANG ZHIPENG

7 BARTLETT MANOR

5-56-308-0

22-RE-128977 \$2,797.52

OVERPAYMENT



CITY OF NORWALK

Tax Collector's Office

Department of Finance

125 East Avenue Room 105

Norwalk, CT 06851

Phone: 203- 854-7731 (main line)

Fax: 203-854-7770

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance and Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: July 17, 2024
Re: Tax Collector's Narrative for June 2024 End of Month **reports** (plural)

Please note that there are two end of month spreadsheets for June 2024, representing collections on the year ending June 30, 2024, as well as advance collections on the year that began technically on July 1, 2024, and ends on June 30, 2025.

As of the end of June 2024, having concluded the twelve-month fiscal year that began July 1, 2023, we collected more than \$373.5 million against what was our \$379 million adjusted levy. The cumulative net adjusted levy remained significantly reduced from the original budgeted levy by more than \$4.1 million, primarily due to credits resulting from stipulated judgments in property tax appeal cases. As of the end of June 2024, our current collection rate was **98.53%**. We also collected **99.15%** of our sewer use levy, more than \$18 million, and **86.63%** of the Industrial Pretreatment Program (IPP) fee billing on behalf of the WPCA.

Compared with the prior fiscal year, we ended June 2024 very slightly ahead of last year for collection of taxes (.02% difference) and for sewer use (.33%), and slightly down for the IPP fee (-0.49%). Throughout this past fiscal year, we saw the effects of transferred payments from prior years taxes to current taxes, in accordance with court stipulated judgments in property tax appeal cases, as noted above. I have addressed this issue in greater detail in prior narratives. The figures we report on these monthly spreadsheets are **net** of refunds and credits.

For prior years' collections, last month's report (May 2024) showed we had in fact collected in excess of \$4 million in past due taxes and interest in the first 11 months of the current fiscal year. However, the report for the month of June 2024 shows our **net** year-to-date collections of past due taxes and interest, fiscal year to date, as only \$2.5 million. Again, this is a result of our having to transfer prior years' payments to new 2023 grand list bills (due July 1, 2024) resulting from the court cases mentioned above. Were it not for the tax sale endeavor begun in November 2023, our net back tax collections at the end of fiscal year 2024 would have been a negative amount, as they were on the June 2023 report (last year), for the same reason.

Our third-party collection agency continues to bill on our behalf for suspended motor vehicle accounts. Through the end of June 2024, in conjunction with their efforts, we collected more than \$1,067,332 in past due motor vehicle taxes and interest due to the City. This agency's fees are charged in addition to the taxes and interest due to the City, and are paid by the taxpayers who owe the past due bills, so we collect what is due to us in full. This has been a successful endeavor, and we will continue to work with the agency going forward.

Regarding the billing of our 2023 grand list, we did not get our billing files to our printer by the last week of May as we had hoped. This year, our endeavor was complicated by two primary drivers of delay: first, the motor vehicle credits from the June 2023 tax billing of the 2021 grand list that were carried over to this billing; and the phase-in of the new 2023 grand list valuations for real estate.

There was also the compilation of sewer and IPP data, property transfers, property tax relief applications for the approximately 1,300+ households that receive city and / or state property tax relief, and other variables. Further, we remain dependent on our software vendor to process the data and provide it to our third-party printing and mailing vendor. Motor vehicle bills were mailed on June 14, and real estate and business personal property bills were mailed June 28. All bills were available online on or about June 15, and we did successfully collect more than \$10 million on the new billing during the month of June 2024, as noted on the second monthly spreadsheet ("advance collections"). In other words, we collected \$10 million even before it was technically "due."

The transfer of the motor vehicle credits from last summer's billing was successful with almost no reported issues at all. There have been no major issues with the collection so far, and having the motor vehicle bills in the mail on June 14 significantly improved our customer service at the tax office window, with very few people waiting in line, and very short wait times for service at our office and the Assessor's office.

As in prior years, taxpayers may pay online, by phone using an automated service, by mail, in person at the tax collector's office, or in person at one of ten Norwalk bank branches that serve as "satellite" payment locations for those who do not want to make the trip to the city hall campus. We encourage taxpayers to consider using an E Check (ACH payment), also called an electronic check, to pay. This method avoids the risk of a mailed payment being lost or stolen, can be scheduled and done at a time of the taxpayer's choosing, and costs only \$1.25 in additional fees, a modest amount compared with the additional fees charged for using credit or debit cards. Taxpayers who want to pay by telephone using a credit or debit card must call the automated number rather than the tax collector's office; that service is provided by a third-party vendor with the necessary security in place for taking card numbers over the telephone rather than in person.

We continue working on the tax sale, scheduled for Monday, September 9, 2024. Our targeted collection for this sale was approximately (originally) \$4.5 million. We started work on the sale in November 2023, and mailed preliminary letters to owners of about 100 properties. We subsequently added more properties, as well as numerous properties on which more than \$400,000 in blight fees are owed, and the number of properties included in the sale reached approximately 230.

As of this writing, **we have already collected nearly \$4.9 million** on these tax sale properties since we began working on the sale. At the beginning of June (last month's report) there were approximately 130 properties remaining in the sale; at this writing we are at approximately 80 remaining. We issued our tax sale demands the third week of May, and filed our sale notices on July 1. Two legal notices have already been placed in the Norwalk Hour; there will be another at the end of this month, and several more in August.

The 2024 tax sale will be our 10th sale since 2003. We have collected a cumulative total of more than \$46 million on properties directly included in tax sales; this figure does not include ancillary collections on properties not included in the sales that were nonetheless brought current due to publicity surrounding the sale initiatives. Our website for the tax sale will go live this week or next and can be reached from a link on the tax collector's home page. We anticipate many more properties will pay off prior to the sale on September 9. Usually, 90 – 95% of the properties originally slated for sale are removed from the sale when the back taxes are paid.

More effective tax collections and higher current and back collection rates allow the policy makers to set lower mill rates, as they will require a smaller allowance for uncollectible taxes. Conversely, lower tax collection rates require higher mill rates, as not everybody pays on time, and the funds nonetheless are being allocated for spending, so the on-time taxpayers make up the difference. Lower mill rates allow for more stable budgeting, contribute to higher bond ratings, and serve as de facto tax relief for every taxpayer.

I will continue to keep all stakeholders advised of our progress, and am available to respond to questions, issues or concerns.

TAX COLLECTOR'S REPORT
JUNE 2024

FISCAL YEAR 2023-2024

(2022 GRAND LIST)

ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 23 - JUN 24	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$30,725,059.50	88.55%	\$29,438,872.31	(\$1,286,187.19)	92.42%
AUTOMOBILE-SUPPLEMENTAL	\$4,210,689.03	86.73%	\$4,199,244.32	(\$11,444.71)	86.97%
PERSONAL PROPERTY	\$22,422,652.30	95.83%	\$22,246,760.50	(\$175,891.80)	96.58%
REAL ESTATE	\$325,927,765.40	98.56%	\$323,266,714.92	(\$2,661,050.48)	99.37%
TOTAL TAX	\$383,286,166.23	97.46%	\$379,151,592.05	(\$4,134,574.18)	98.53%
SEWER USE	\$18,240,059.00	100.13%	\$18,419,672.00	\$179,613.00	99.15%
IPP FEE	\$199,250.00	86.41%	\$198,749.84	(\$500.16)	86.63%

FISCAL YEAR 2022-2023

(2021 GRAND LIST)

ORIGINAL LEVY	JUN 22 - JUN 23	COLLECTION %	CORRECTED LEVY	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$27,605,498.25	91.44%	\$27,148,787.71	(\$456,710.54)	92.98%
AUTOMOBILE-SUPPLEMENTAL	\$4,572,442.02	74.73%	\$4,403,963.04	(\$168,478.98)	77.59%
PERSONAL PROPERTY	\$26,217,238.98	80.78%	\$21,699,773.36	(\$4,517,465.62)	97.60%
REAL ESTATE	\$315,360,461.09	98.24%	\$311,849,308.97	(\$3,511,152.12)	99.35%
TOTAL TAX	\$373,755,640.34	96.23%	\$365,101,833.08	(\$8,653,807.26)	98.51%
SEWER USE	\$17,981,973.00	96.77%	\$17,608,319.48	(\$373,653.52)	98.82%
IPP FEE	\$190,750.00	88.15%	\$193,000.00	\$2,250.00	87.12%

TAX DIFFERENCE 2022 G.L. vs. 2021 G.L.
INCREASE/(DECREASE)

\$9,530,525.89	\$13,907,560.16	1.24%	\$14,049,758.97	\$4,519,233.08	0.02%
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SEWER DIFFERENCE 2022 G.L. vs. 2021 G.L.
INCREASE/(DECREASE)

\$258,086.00	\$861,867.91	3.36%	\$811,352.52	\$553,266.52	0.33%
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IPP DIFFERENCE 2022 G.L. vs. 2021 G.L.
INCREASE/(DECREASE)

\$8,500.00	\$4,035.23	-1.74%	\$5,749.84	(\$2,750.16)	-0.49%
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BACK TAXES COLLECTED

FISCAL YR 2023-2024 (JUL 23 - JUN 24)	FISCAL YR 2022-2023 (JUL 22 - JUN 23)	CUR YR vs. PRIOR YR INC/(DEC)
PRIOR TAXES		
PRIOR SEWER USE FEE	(\$901,051.32)	\$1,969,326.58
PRIOR IPP FEE	\$175,954.43	\$47,627.14
	\$11,086.59	\$6,635.77
TOTAL PRIOR TAX, SEWER & IPP	(\$714,010.30)	\$2,023,789.49

CURRENT INTEREST
PRIOR INTEREST
SEWER USE FEE INTEREST
IPP FEE INTEREST
TOTAL INTEREST COLLECTED

\$1,209,795.74	\$998,354.95	\$211,440.79
\$1,370,118.31	\$1,075,050.76	\$295,067.55
\$87,023.11	\$80,222.74	\$6,800.37
\$6,060.64	\$4,342.74	\$1,717.90
\$2,672,997.80	\$2,157,971.19	\$515,026.61

PRIOR LIEN FEE
CURRENT LIEN FEE
TOTAL LIEN FEE COLLECTED

\$12,334.90	\$9,728.87	\$2,606.03
\$6,951.58	\$2,232.02	\$4,719.56
\$19,286.48	\$11,960.89	\$7,325.59

MISC FEES COLLECTED**

\$151,775.87	\$129,908.23	\$21,867.64
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TOTAL PRIOR TAX, ALL INTEREST
& ALL FEES

\$2,130,049.85	(\$437,959.48)	\$2,568,009.33
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* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION & SUSPENSE TRANSFERS

TAX COLLECTOR'S REPORT
JUNE 30, 2024
ADVANCE COLLECTIONS

FISCAL YEAR 2024-2025 (2023 GRAND LIST)	ADJ. TAX COLLECTIONS		COLLECTION %	CORRECTED LEVY*	COLLECTION %
	ORIGINAL LEVY	JUN 2024			
AUTOMOBILE-REGULAR	\$30,485,620.62	\$5,522,489.75	18.12%	\$30,387,677.96	18.17%
PERSONAL PROPERTY	\$24,660,647.62	\$186,659.98	0.76%	\$24,675,838.14	0.76%
REAL ESTATE	\$314,512,159.95	\$4,351,144.79	1.38%	\$313,717,314.78	1.39%
TOTAL	\$369,658,328.19	\$10,060,294.52	2.72%	\$368,780,830.88	2.73%
SEWER USE FEE	\$19,044,215.00	\$508,671.31	2.67%	\$19,044,628.00	2.67%
IPP FEE	\$197,750.00	\$1,250.00	0.63%	\$198,250.00	0.63%
FISCAL YEAR 2023-2024 (2022 GRAND LIST)	JUN 2023		COLLECTION %	CORRECTED LEVY*	COLLECTION %
	ORIGINAL LEVY				
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%
DIFFERENCE 2023 G.L. vs. 2022 G.L. TAX ONLY - INC/(DEC)	(\$9,417,149.01)	\$2,606,452.25	0.76%	(\$10,274,131.48)	0.76%
DIFFERENCE 2023 G.L. vs. 2022 G.L. SEWER USE FEE ONLY - INC/(DEC)	\$804,156.00	\$305,395.04	1.56%	\$593,310.00	1.57%
DIFFERENCE 2023 G.L. vs. 2022 G.L. IPP FEE ONLY - INC/(DEC)	(\$1,500.00)	\$0.00	0.00%	(\$2,500.00)	0.01%

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

DATE: July 11, 2024

TO: Finance and Claims Committee

FROM: Thomas Livingston, Chief of Staff
Matthew Sapienza, Assistant Corporation Counsel

RE: **Memorandum of Understanding (MOU) with the Norwalk Housing Authority (NHA) regarding Payments in Lieu of Taxes (PILOT)**

The Norwalk Housing Authority (“NHA”) owns and/or operates approximately ten properties located on approximately twenty-two parcels of land in the City. State statutes exempt these properties from municipal real estate taxes, but they also require the NHA to submit payments in lieu of taxes (“PILOT”) for each property. As permitted by these statutes, the City and the NHA have entered into contracts, commonly called “Cooperation Agreements,” detailing the amount of the PILOT payment for each property. These Cooperation agreements historically have provided for PILOT payments that are between 5-10% of the “shelter rent” of the property.

In 2016, a dispute arose as to the calculation of the PILOT payments. Specifically, the NHA questioned (1) whether federal or state subsidies should be included in the definition of “shelter rent” used in determining the amount of the PILOT, and (2) whether the NHA should be allowed to deduct from its PILOT payments the costs of private trash collection.

After lengthy negotiations, the parties have resolved these issues through the annexed Memorandum of Understanding (“MOU”). In short, the MOU provides that the NHA will continue to include subsidies in the calculation of “shelter rent” for Colonial Village, but not for its other properties. The MOU also provides that the NHA may deduct from its PILOT payments the costs of private trash collection for all of its properties, except for Colonial Village.

Following execution of the MOU, the NHA will make a one-time payment of \$2,761,340, representing accrued but unpaid PILOT payments through June 30, 2022. The NHA will also make another payment in the amount of \$518,129, representing PILOT payments for the fiscal year ended June 30, 2023.

The MOU was approved by the NHA on February 8, 2024.

Proposed action:

“Authorize the Mayor to execute a Memorandum of Understanding with the Norwalk Housing Authority (“NHA”) regarding the calculation of the NHA’s statutory Payments in Lieu of Taxes (“PILOT”) for each of the NHA’s developments located within the City of Norwalk.”

MEMORANDUM OF UNDERSTANDING
By and Between
CITY OF NORWALK
and
HOUSING AUTHORITY OF THE CITY OF NORWALK
Regarding Payments in Lieu of Taxes

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”) is made and entered into this ____ day of _____, 2024, by and between, the City of Norwalk, acting herein by its Mayor, the Honorable Harry Rilling, duly authorized (hereinafter the “City”), and the Housing Authority of the City of Norwalk, a public body corporate and politic, organized under the laws of the State of Connecticut, acting herein by its Executive Director, Adam Bovilsky, duly authorized, with its principal office at 24 ½ Monroe Street, Norwalk, Connecticut (hereinafter “NHA”), (collectively the “Parties”).

Recitals

WHEREAS, the City and NHA are parties to several Cooperation Agreements relating to payments in lieu of taxes (hereinafter “PILOT”) to be made by the NHA for various properties owned by NHA situated within the City of Norwalk (a list of said Cooperation Agreements is attached hereto as Exhibit A); AND

WHEREAS, a disagreement has developed regarding the interpretation of the terms and conditions of the Cooperation Agreements: AND

WHEREAS, the City and NHA desire to memorialize their agreement and understanding with respect to the interpretation of the Cooperation Agreements and the various terms and conditions contained therein.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the parties agree as follows:

1. Trash Collection/Disposal Expenses. The parties agree that, in addition to all other offsets, credits and deductions available to the NHA as set forth in the Cooperation Agreements, the NHA may deduct the costs of trash collection, including any necessary equipment, waste collection and disposal fees, and labor costs of NHA personnel (collectively “Trash Collection and Disposal Expenses”) for each of NHA’s properties, from any PILOT payment due in connection with such property, except as set forth in Section 2(a) below. The parties agree to mutually cooperate with each other to develop more cost effective methods of trash collection and disposal. Among other things, the parties will explore the use of dumpsters in lieu of individual receptacles at its projects. Upon written request, NHA shall provide the City with the basis of NHA’s trash deduction computation.

2. Rental Subsidies.

a. Colonial Village. On or about April 12, 1951, the parties entered into that certain Cooperation Agreement related to NHA’s housing complex known as Colonial Village. When the complex was originally constructed, there was no rental subsidy available to the residents. In or about 1980, the NHA applied for and was granted a project-based Section 8 subsidy from the United States Department of Housing and Urban Development. A dispute arose between the City and NHA whether this Section 8 subsidy should be included in the definition of “shelter rent” as contained in in Paragraph 1(c) of said Cooperation Agreement. The parties hereby agree that the term “shelter rent” shall include One Hundred percent (100%) of the Section 8 project-based subsidy received by NHA for existing units, along with actual tenant rental payments and less the costs of dwelling and non-dwelling utilities. Trash collection and disposal costs as set forth in Section 1 of this MOU will not be included as utilities in the calculation of or otherwise

deducted from the PILOT payment due in connection with NHA's Colonial Village project. Any PILOT payment relating to future housing to be developed on the Colonial Village site shall be separately negotiated between the City and NHA.

b. Federal Projects. With respect to the Cooperation Agreements relating to any federally-funded project, including but not limited to: Roodner Court, Senior Court, Irving Freese, Leroy Downs, John Shostak, 20 West Avenue, King Kennedy, Ludlow Village, Meadow Gardens, Seaview/Elmwood Avenue, Fairfield Avenue, Chapel Street, and Main Avenue, the Parties agree that only rental income received from tenants shall be included in the calculation of shelter rent, less all applicable setoffs, credits and deductions as contained therein. Any operating subsidy, grants or other income received by the NHA shall not be included in the definition of "Shelter rent".

c. State Projects. With respect to the Cooperation Agreements relating to 16 School Street and Ludlow Commons, the parties agree that the definition of "shelter rent" shall only include actual rents paid by the residents, less all applicable setoffs, credits and deductions as contained therein. Any operating subsidy, grants or other income received by the NHA shall not be included in the definition of "Shelter rent".

3. Aggregation of PILOT Payments.

The parties understand and acknowledge that NHA has been and will continue to calculate PILOT payments based upon the individual Cooperation Agreements already in place. Under certain circumstances, after application of all setoffs, credits and deductions in any Cooperation Agreement, a negative balance may result. In such instance, the parties agree that NHA may apply any negative balance attributable to Trash Collection and Disposal Expenses to any PILOT payment otherwise due to the City, whether state or

federally-funded. A negative balance cannot be carried over to subsequent years; nor will the NHA be entitled to any reimbursement from the City for a negative balance.

4. Ratification and Approval. The parties hereby ratify and approve of all actions, calculations and payments previously made under the Cooperation Agreements to the date of this MOU. The terms and conditions of this MOU shall apply to all PILOT payments due for the fiscal years ending on or after 2017.

5. PILOT Due Date. The parties agree that the PILOT payments shall be due and payable sixty (60) days after NHA's audit has been completed and certified or within one (1) year after the close of NHA's fiscal year, whichever is sooner. For any PILOT payment that the NHA has not paid to the City from 2016 to the date of the execution of this MOU, the NHA agrees to remit said outstanding PILOT payment(s) within thirty (30) days from the execution of this MOU by the NHA and the City.

6. Representations. The parties represent that each has the power and authority to enter into this MOU. It is understood that the approval of the Board of Commissioners of the NHA and the Common Council of the City is required under this MOU. The parties agree to mutually cooperate with each other to obtain said approvals. Furthermore, should approval be required by the United States Department of Housing and Urban Development, the State Department of Housing/Economic Development or the Connecticut Housing Finance Authority, the NHA agrees that it shall be responsible for obtaining said approval(s); provided, however, that the City agrees to reasonably assist the NHA in obtaining such approval(s).

7. Counterparts. This MOU may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one

agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

8. Miscellaneous. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any of the specific provisions of the MOU. When used in this MOU, the word "including" shall mean including without limitation. Any reference to federal, state, local statutes or laws shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this MOU. The invalidity or unenforceability of any provision hereof shall in no way effect the validity or enforceability of any other provision herein.

9. Notice. In the event of any dispute arising under this MOU, written notice shall be given to the other party and either personally delivered or sent by overnight courier, and shall be addressed to:

To the City of Norwalk:

Hon. Harry Rilling, Mayor
City of Norwalk
125 East Avenue
Norwalk, CT 06851

With a copy to:

Corporation Counsel
City of Norwalk
125 East Avenue
Norwalk, CT 06851

To the NHA:

Adam Bovilsky
Executive Director
Housing Authority of the City of Norwalk
24 ½ Monroe Street
Norwalk, CT 06854
Tel: 203-838-8471
Fax: 203-838-6535

With a copy to:

Donna M. Lattarulo, Esq.
Lattarulo Law Firm, LLC
304 Main Avenue #329
Norwalk, CT 06851
Tel: 203-845-0506
Fax: 203-965-9658

Signatures on following page

IN WITNESS WHEREOF, the Parties have each executed this Memorandum of Understanding.

City of Norwalk

Harry Rilling, Mayor
Date:

Housing Authority of the City of Norwalk

Adam Bovilsky, Executive Director
Date:

Exhibit A
LIST OF COOPERATION AGREEMENTS

1.	WASHINGTON VILLAGE	06/07/1939
2.	ROODNER COURT	05/12/1950
3.	COLONIAL VILLAGE	04/12/1951
4.	SENIOR COURT	10/29/1958
5.	IRVING FREESE	10/17/1960
6.	LEROY DOWNS JOHN SHOSTAK	02/08/1966
7.	20 WEST AVENUE KING KENNEDY	08/06/1973
8.	AMENDMENT TO 08/06/1973 MEADOW GARDENS SEAVIEW/ELMWOOD FAIRFIELD AVENUE CHAPEL STREET MAIN AVENUE	01/24/1978
9.	LUDLOW VILLAGE	12/30/1974
10.	16 SCHOOL STREET	08/03/1995
11.	LUDLOW COMMONS	11/20/1992

VII.B.

NORWALK COMMON COUNCIL **REQUEST FOR ITEM TO BE PLACED ON AGENDA**

DATE OF REQUEST: July 17, 2024

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

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST:

Brian Candela, Assistant Corporation Counsel

SECTION ON AGENDA WHERE ITEM IS TO APPEAR:

Ordinance Committee

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

Ordinance Committee of the Common Council

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

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

- Approve revisions to Chapter 66A – Mooring and Anchoring, Article I – Rules and Regulations: §§ 66A-3, 66A-8, 66A-9, 66A-12, 66A-20
- Approve revisions to Chapter 66A – Mooring and Anchoring, Article II – Permit Fees: §§ 66A-26, 66A-27

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

Section 1-189 Charter of the City of Norwalk

EFFECTIVE DATE OF ACTION (if applicable):

Upon passage

/s/ Brian Candela
Electronic Signature of Person Making Request
Brian Candela, Assistant Corporation Counsel

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

Amended 4/13/84

Chapter 66A Mooring and Anchoring

ARTICLE I

General Regulations

§ 66A-3 Definitions.

For the purpose of this Article, Norwalk Harbor means that part of the Norwalk Harbor subject to the jurisdiction of the Norwalk Harbor Management Commission, as set forth in Norwalk Code § 69-2, as amended from time to time.

* * * * *

§ 66A-8 Renewal of mooring permit.

- A. All mooring permits shall expire on December 31 and should be renewed by January 31 of the following calendar year. A grace period lasting until the last calendar day of February is allowed. After this grace period, applications received for renewal of mooring permits shall be treated in the same manner as new applications.
- B. The Harbormaster shall be responsible for the administration of all mooring permit renewals.
- C. For vessels located in a controlled mooring field of at least 50 vessels subject to valid federal and state commercial mooring permits and/or operated under common management, a preliminary mooring list must be submitted by March 31. This list must be accompanied by a fee equal to 1/2 the amount of the prior year's total fee for the entire mooring field. The final mooring list with all information necessary to complete an application for each vessel in the field shall be submitted by April 30 with the balance of the fees due as calculated from the then applicable Harbor Fee Schedule.

§ 66A-9 Annual mooring permit fee and initial application fee.

- A. Any person, association, corporation or other group receiving a new or renewed permit for a mooring location in Norwalk Harbor shall pay an appropriate fee established by the Harbor Management Commission in accordance with Norwalk Code § 69-25.
- B. When the Harbormaster determines that a suitable mooring location exists for an applicant for a new or renewed mooring permit, the applicant will be notified and must pay the appropriate fee set forth in the Harbor Fee Schedule, payable to the City of Norwalk before the permit shall be issued. This fee shall be nonrefundable.

- C. All fees collected pursuant to this section shall be submitted to the Planning & Zoning Department to be deposited into the Norwalk Harbor Management Fund, as authorized by § 22a-113s of the Connecticut General Statutes, and used exclusively for the maintenance and improvement of Norwalk Harbor for the public and for expenses for personnel and equipment directly related to the function of the Harbor Management Commission and the Harbormaster or Deputy Harbormaster(s). Any funds expended pursuant to this section shall follow procurement guidelines for the City of Norwalk.

* * * * *

§ 66A-12 Transient mooring and anchoring.

- A. The Harbor Management Commission may designate transient mooring and anchoring areas for the exclusive, short-term use, not to exceed seven consecutive days, of recreational vessels. This space shall be available on a first-come, first-served basis.
- B. Transient mooring fees shall be set forth in the Harbor Fee Schedule.
- C. The Harbormaster, or his/her designee, shall be responsible for the administration of all transient mooring and anchoring reservations.
- D. The Harbormaster may require any person anchoring in the Norwalk Harbor to display for inspection the anchors, chains and other equipment used at such anchoring for soundness of condition.

* * * * *

§ 66A-20. Violations and penalties; disposition of funds.

- A. This Article has been adopted and approved in accordance with Connecticut General Statutes § 22a-113r and Norwalk Code § 69-22. Any person who violates any provision of this Article shall be subject to the fines established pursuant to Norwalk Code § 69-22.
- B. Fines levied for violations of this Article, as authorized by the Norwalk Code, shall be collected by the City of Norwalk and deposited into the Norwalk Harbor Management Fund.

* * * * *

ARTICLE II

Permit Fees

§ 66A-26 Annual mooring permit fees.

- A. The annual mooring permit fees shall be set forth in the Harbor Fee Schedule and shall be required for all mooring permits issued by the Norwalk Harbormaster.
- B. The length used to determine the mooring permit fee shall be the length stated on the State of Connecticut certificate of number or certificate of decal for the vessel assigned to the mooring. Fees are nonrefundable.
- C. Nonprofit organizations shall only be charged the nonprofit fee set forth in the Harbor Fee Schedule for up to six moorings, provided that the moorings must be for vessels registered with the state for the reduced fee available to nonprofit organizations (as authorized under Chapter 268, § 15-144(b) of the Connecticut General Statutes).

§ 66A-27 New Mooring permit fee.

- A. Any applicant for a mooring permit who does not hold a valid mooring permit for the vessel listed on the application shall pay a non-refundable new mooring permit fee in addition to the annual mooring permit fee. The new mooring permit fee shall be set forth in the Harbor Fee Schedule.
- B. The new mooring permit fee is not required for a new vessel that replaces an old one listed on a previous mooring permit held by the applicant if the Harbormaster determines that the new vessel may be moored in approximately the same location.
- C. The new mooring permit fee shall be waived for applicants whose vessels will be located in a controlled mooring field of at least 50 vessels subject to valid federal and state commercial mooring permits and/or operated under common management.

Chapter 66A Mooring and Anchoring

ARTICLE I

Rules and General Regulations

§ 66A

§ 66A-3, Definitions.

For the purpose of this Article, the following terms shall have the meanings indicated:

~~NORWALK HARBOR — That part of Norwalk Harbor consisting of the inner and outer harbors~~ Norwalk Harbor subject to the jurisdiction of the Norwalk Harbor Management Commission, as defined set forth in the Harbor Management Plan. ~~Excluded Norwalk Code § 69-2, as amended from this definition is the Five Mile River Harbor which is under the jurisdiction of the Five Mile River Commission, time to time.~~

§ 66A * * * * *

§ 66A-8, Renewal of mooring permit.

- A. All mooring permits shall expire on December 31 and should be renewed by January 31 of the following calendar year. A grace period lasting until the last calendar day of February is allowed. After this grace period, applications received for renewal of mooring permits shall be treated in the same manner as new applications. ~~At least 30 days before the January 31 renewal date, notice of such date shall be published in a newspaper having circulation in the city.~~
- B. The Harbormaster shall be responsible for the administration of all mooring permit renewals.
- C. For vessels located in a controlled mooring field of at least 50 vessels subject to valid federal and state commercial mooring permits and/or operated under common management, a preliminary mooring list must be submitted by March 31. This list must be accompanied by a fee equal to 1/2 the amount of the prior year's total fee for the entire mooring field. The final mooring list with all information necessary to complete an application for each vessel in the field shall be submitted by April 30 with the balance of the fees due, ~~as calculated from the then applicable Harbor Fee Schedule.~~

§ 66A

§ 66A-9, Annual mooring permit fee and initial application fee.

- A. Any person, association, corporation or other group receiving a new or renewed permit for a mooring location in Norwalk Harbor shall pay an appropriate annual fee as established by the Harbor Management Commission in accordance with Norwalk

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Common Council from time to time as authorized by Section 22a-113s of the Connecticut General Statutes. Code § 69-25.

- B. When the Harbormaster determines that a suitable mooring location exists for an applicant for a new or renewed mooring permit, the applicant will be notified and must pay the appropriate annual fee set forth in the Harbor Fee Schedule, payable to the City of Norwalk before the permit shall be issued. This fee shall be nonrefundable.
- C. All fees collected pursuant to this section shall be submitted to the Planning & Zoning Department to be deposited into the Norwalk Harbor Management Fund, as authorized by Section § 22a-113s of the Connecticut General Statutes, and used exclusively for the maintenance and improvement of Norwalk Harbor for the public and for expenses for personnel and equipment directly related to the function of the Harbor Management Commission and the Harbormaster or Deputy Harbormaster(s). Any funds expended pursuant to this section shall follow procurement guidelines for the City of Norwalk.

§ 66A

§ 66A-12. Transient mooring and anchoring.

- A. The Harbor Management Commission may designate transient mooring and anchoring areas for the exclusive, short-term use, [not to exceed seven consecutive days.] of recreational vessels. This space shall be available on a first-come, first-served basis.
- B. Transient mooring fees shall be set forth in the Harbor Fee Schedule.
- C. The Harbormaster, or his/her designee, shall be responsible for the administration of all transient mooring and anchoring reservations.
- D. The Harbormaster may require any person anchoring in the harbor Norwalk Harbor to display for inspection the anchors, chains and other equipment used at such anchoring for soundness of condition.

§ 66A-20. Violations and penalties; disposition of funds.

- A. This Article has been adopted and approved in accordance with Section 22a-113r of the Connecticut General Statutes § 22a-113r and § 69-22 of the Norwalk Code. In accordance with § 69-22D of the Norwalk Code, any § 69-22. Any person who shall violate violates any provision of this Article shall be fined not more than \$90. Each day such violation continues after the time for correction of the violation has been given in any written order shall constitute a continuing violation and shall be subject to a fine of \$90 per day for each day said violation continues. the fines established pursuant to Norwalk Code § 69-22.

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- B. Fines levied for violations of this Article, as authorized by the Norwalk Code, shall be collected by the City of Norwalk and deposited into the Norwalk Harbor Management Fund.

§ 66A

ARTICLE II

Permit Fees

§ 66A-26. Annual mooring permit fees.

- A. The following annual mooring permit fees shall be set forth in the Harbor Fee Schedule and shall be required for all mooring permits issued by the Norwalk Harbor Master: Boat Length (feet) Annual Mooring Permit Fee 20.0 or less \$20 20.1 or longer, up to and including 30.0 \$35 30.1 or longer \$50 Harbormaster.
- B. The length used to determine the mooring permit fee shall be the length stated on the State of Connecticut certificate of number or certificate of decal for the vessel assigned to the mooring. Fees are nonrefundable.
- C. Nonprofit organizations shall only be charged only an administrative the nonprofit fee of \$5 each, set forth in the Harbor Fee Schedule for up to six moorings, which provided that the moorings must be for vessels registered with the state for the reduced fee available to nonprofit organizations (as authorized under Chapter 268, § 15-144b, 144(b) of the Connecticut General Statutes. [Added 11-9-1993]).

§ 66A

§ 66A-27. Initial New Mooring permit fee.

- A. Any applicant for a mooring permit who does not hold a current valid mooring permit for the vessel listed on the application shall pay an initial a non-refundable new mooring permit fee of \$20 in addition to the annual mooring permit fee specified above. This fee is also nonrefundable.
- A. The initial new mooring permit fee shall be set forth in the Harbor Fee Schedule.
- B. The new mooring permit fee is not required for a new vessel which that replaces an old one listed on a previous mooring permit held by the applicant if the Harbormaster determines that the new vessel may be moored in approximately the same location.
- A. C. The initial new mooring permit fee shall be waived for applicants whose vessels will be located in a controlled mooring field of at least 50 vessels subject to valid federal and state commercial mooring permits and/or operated under common management.

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NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: July 17, 2024

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

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST:

Brian Candela, Assistant Corporation Counsel

SECTION ON AGENDA WHERE ITEM IS TO APPEAR:

Ordinance Committee

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

Ordinance Committee of the Common Council

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

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

- Approve revisions to Chapter 69 – Norwalk Harbor, Article I – General Regulations, §§ 69-2, 69-5, 69-6
- Approve revisions to Chapter 69 – Norwalk Harbor, Article III – Norwalk Harbor Management Commission, §§ 69-20, 69-21, 69-22, 69-23, 69-24
- Approve new section to be inserted into Chapter 69 – Norwalk Harbor, Article III – Norwalk Harbor Management Commission, § 69-25

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

Section 1-189 Charter of the City of Norwalk

EFFECTIVE DATE OF ACTION (if applicable):

Upon passage

_____/s/_____
Brian Candela
Electronic Signature of Person Making Request
Brian Candela, Assistant Corporation Counsel

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

Amended 4/13/84

Chapter 69 Norwalk Harbor

ARTICLE I

General Regulations

§ 69-2 Norwalk Harbor; definition; division.

- A. Norwalk Harbor shall consist of the area bounded on the east by the line separating the City of Norwalk from the Town of Westport; on the south by a line commencing at the intersection of said town line with a straight line running in a southwesterly direction to number 24B off Hiding Rocks, said intersection being at Copps Rocks just east of Copps Island, thence in a due westerly direction to Green Ledge light; on the west by a line running northerly from Green Ledge light to the flashing light at the entrance of the Five Mile River, thence northerly along the line separating the City of Norwalk from the Town of Darien; and, on the north by the shore line of the City of Norwalk.
- B. For the purposes of this Chapter and to implement the Norwalk Harbor Management Plan, the waters of Norwalk Harbor shall be divided as follows:
 - (1) Inner harbor. The inner harbor shall consist of those waters northerly of a line extending south from the Coast Guard Auxiliary Station at Calf Pasture Point to the center of Round Beach, then southwest to light No. 10, then northerly to Keyser Point at the southwestern corner of Manresa Island, including all areas, coves and embayments to the head of navigation at the Wall Street Bridge.
 - (2) Outer harbor. The outer harbor shall consist of all portions of Norwalk Harbor, except the inner harbor.
 - (3) The Five Mile River, commencing at the red and green buoys of the southern end of the river to the end of navigable waters.
 - (4) Restricted speed zones. Restricted speed zones (RSZ) shall be as defined and described under § 69-3 of this Chapter.

* * * * *

§ 69-5 Harbormaster.

The Harbormaster of the Norwalk Harbor, and any deputies, shall from time to time advise the Common Council with respect to the matters set forth in this Chapter and shall, upon the request of the Common Council, confer with and make such reports to the Common Council as they shall from time to time request with respect to any matter referred to in this Chapter.

§ 69-6 Enforcement.

All police officers of the Norwalk Police Department are hereby certified for marine duty and shall have authority to enforce the provisions of this Chapter.

ARTICLE III

Norwalk Harbor Management Commission

§ 69-20 Establishment; membership.

- A. There shall be a Harbor Management Commission, to consist of nine members who are electors of the City of Norwalk and who are appointed by the Mayor with the confirmation of the Common Council. At least seven members of said Commission shall have some demonstrable prior interest or involvement in matters connected with harbor activity, either through a public or private interest. The Director of Planning and Zoning, the Harbormaster, and the Director of Recreation and Parks shall be ex officio members without vote. The Planning and Zoning Department shall provide such staff support as necessary.
- B. The terms of the initial members shall be as follows: three members for a term to expire December 31, 1986; two members for a term to expire December 31, 1987; two members for a term to expire December 31, 1988; and two members for a term to expire December 31, 1989. Thereafter, the terms of all members shall be for four years commencing on January 1. If a member shall resign or otherwise cease to be a member in advance of the expiration of his or her term, his or her replacement shall be appointed to complete his or her term. No member of the Harbor Management Commission shall receive compensation for service. The Harbormaster shall serve as Executive Secretary to the Harbor Management Commission.

§ 69-21 Powers and duties.

The Harbor Management Commission shall have the following powers and duties:

- A. To conduct studies of the conditions and operations in the Norwalk Harbor and to present to the Common Council proposals for its efficient operation.
- B. To receive and review all proposals for dredging, filling and constructing or altering any structure on, in or contiguous to the harbor and to cooperate with federal and state permitting authorities to ensure their consistency with the harbor management plan. Any local agency receiving an application for any such proposal shall send a copy of the same to the Commission upon the request of the Commission. The Commission shall be notified of any such proposal at least 35 days prior to the commencement of the hearing thereon or, where no hearing is held, at least 35 days prior to the taking of any final

action on the proposal. The local agency authorized to act on the proposal shall consider the recommendations of the Commission. A two-thirds vote of all the members of the local agency having authority to act on the proposal shall be required to approve a proposal which has not received a favorable recommendation from the Commission, provided that the provisions of this section shall not be deemed to alter the authority of the agency having primary jurisdiction over the proposal to deny, modify or condition the proposal. Failure of the Commission to submit a recommendation shall be deemed to be approval of the proposal.

- C. To prepare a harbor management plan for the Norwalk Harbor, including the designation of harbor lines, mooring areas, anchorage areas, thoroughfares or channels; the establishment of regulations ensuring the equitable allocation of moorings and other uses of the Norwalk Harbor; the issuance of permits for regattas and parades or other harbor events; and other matters relative to the public use of the Norwalk Harbor.
- D. To assist in the coordination of all public and private agencies, commissions and other organizations which provide service or other facilities using or otherwise based upon the waters of Norwalk Harbor.
- E. To exercise all additional powers granted by state statute, unless otherwise denied such authority by the Common Council.
- F. To expend funds or to incur debts on behalf of the City of Norwalk, to the extent such expenditures are specifically authorized by the Common Council.

§ 69-22 Adoption of rules and regulations.

The Norwalk Harbor Management Commission may, from time to time, adopt such rules and regulations and plans as it shall deem necessary in the following manner:

- A. Prior to adopting any such rules or regulations, the Commission shall conduct a public hearing for the purpose of considering their adoption. Notice of the time and place of such public hearing, which notice shall include the title and a summary of the rules or regulations proposed, shall be published in the manner set forth in the Charter of the City of Norwalk at least seven days, but not more than 15 days, prior to the date of said hearing. A copy of the full text of the proposed rules and regulations shall be posted on the City's website at least 10 days prior to such hearing.
- B. Following such public hearing, the Commission shall act upon such rules and regulations and may make such changes or alterations in the form or content of the proposed rules or regulations as it deems appropriate or necessary as a result of the public hearing held in connection therewith. Such changes, additions or alterations shall not require further public notice.

- C. Such rules, if adopted by the Commission and approved by the Common Council, shall become effective seven days following Council approval.
- D. Any person who violates any of the rules and regulations adopted by the Commission and approved by the Common Council, as above provided, shall be fined up to \$90 for each violation. Each day such violation continues after the time for correction of the violation has been given in any written order shall constitute a continuing violation and the violator shall be subject to a fine of up to \$90 per day for each day said violation continues. In the case of vessels located in a controlled mooring field, a violation by the manager of the field shall constitute a separate violation by each vessel in the field.

§ 69-23 Jurisdiction.

The jurisdictional limits of the Harbor Management Commission shall include all of the waters of the Norwalk Harbor, excepting only the area of the Five Mile River which is subject to the jurisdiction of the Five Mile River Commission.

§ 69-24 Adoption of Harbor Management Plan.

- A. The Norwalk Harbor Management Plan, as in effect on January 1, 2024, shall remain in effect until amended or replaced as provided in this Chapter.
- B. Pursuant to Connecticut General Statutes § 22a-113m, the Norwalk Harbor Management Plan shall be reviewed on an annual basis by the Harbor Management Commission. This annual review shall be completed by the end of January in each calendar year. Prior to adopting any changes to the Norwalk Harbor Management Plan, the Harbor Management Commission shall conduct a public hearing for the purpose of considering the proposed changes. Notice of the time and place of such public hearing, which notice shall include a summary of the proposed changes, shall be published in the manner set forth in the Charter of the City of Norwalk at least seven days, but not more than 15 days, prior to the date of said hearing. A copy of the full text of the proposed changes shall be posted on the City's website at least 10 days prior to such hearing. Following such hearing, any recommended changes to the Norwalk Harbor Management Plan shall be approved in the manner set forth in Connecticut General Statutes § 22a-113m, including approval by the Common Council.

§ 69-25 Norwalk Harbor Fee Schedule.

- A. The Norwalk Harbor Management Commission may, from time to time, propose a Harbor Fee Schedule to the Common Council, acting through its Economic and Community Development Committee, or its successor, in accordance with applicable state statutes, including, but not limited to, Connecticut General Statutes § 22a-113s. The Harbor Fee Schedule shall relate to all mooring, anchorage, slips, and other activities identified in the harbor management plan and permitted by Connecticut General Statutes § 22a-113s. Prior to adopting a Harbor Fee Schedule, the Economic and Community Development Committee, or its successor, shall conduct a public hearing for the purpose

of considering the adoption of the proposed Harbor Fee Schedule. Notice of the time and place of such public hearing, which notice shall include the full text of the proposed Harbor Fee Schedule, shall be published in the manner set forth in the Charter of the City of Norwalk at least seven days, but not more than 15 days, prior to the date of said hearing. A copy of the full text of the proposed Harbor Fee Schedule shall be posted on the City's website at least 10 days prior to such hearing.

- B. Following such public hearing, the Common Council shall act upon the proposed Harbor Fee Schedule and may make such changes or alterations in the proposed Harbor Fee Schedule as it deems appropriate or necessary as a result of the public hearing held in connection therewith. Such changes, additions or alterations shall not require further public notice.
- C. Such Harbor Fee Schedule, as proposed by the Harbor Management Commission and approved by the Common Council with any changes, additions or alterations thereto, shall become effective seven days following Council approval.

Chapter 69 Norwalk Harbor

ARTICLE I

General Regulations

§ 69-2. ~~Division of~~ Norwalk Harbor. ~~[Amended 4-28-1992]; definition; division.~~

A. Norwalk Harbor shall consist of the area bounded on the east by the line separating the City of Norwalk from the Town of Westport; on the south by a line commencing at the intersection of said town line with a straight line running in a southwesterly direction to number 24B off Hiding Rocks, said intersection being at Copps Rocks just east of Copps Island, thence in a due westerly direction to Green Ledge light; on the west by a line running northerly from Green Ledge light to the flashing light at the entrance of the Five Mile River, thence northerly along the line separating the City of Norwalk from the Town of Darien; and, on the north by the shore line of the City of Norwalk.

B. For the purposes of this ordinanceChapter and to implement the Norwalk Harbor Management Plan, the waters of Norwalk Harbor shall be divided as follows:

A.(1) Inner harbor. The inner harbor shall consist of those waters northerly of a line extending south from the Coast Guard Auxiliary Station at Calf Pasture Point to the center of Round Beach, then southwest to light No. 10, then northerly to Keyser Point at the southwestern corner of Manresa Island, including all areas, coves and embayments to the head of navigation at the Wall Street Bridge.

(2) Outer harbor. The outer harbor shall consist of all portions of Norwalk Harbor as described in § 1-205 of the Charter of the City of Norwalk, except the inner harbor.

B.

C.(3) The Five Mile River, commencing at the red and green buoys of the southern end of the river to the end of navigable waters.

D.(4) Restricted speed zones. Restricted speed zones (RSZ) shall be as defined and described under § 69-3 of this ordinanceChapter.

§ 69-5. ~~Violations~~ Harbormaster.

The Harbormaster of the Norwalk Harbor, and ~~penalties~~any deputies, shall from time to time advise the Common Council with respect to the matters set forth in this Chapter and shall, upon the request of the Common Council, confer with and make such reports to the Common Council as they shall from time to time request with respect to any matter referred to in this Chapter.

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~~Any person who violates any provision of this ordinance shall, upon conviction thereof, be punished by a fine of not less than \$10 and not more than \$100.~~

§ 69-6, Enforcement.

All ~~uniformed~~ police officers of the Norwalk Police Department are hereby certified for marine duty and shall have authority to enforce the provisions of this ~~ordinance-Chapter~~.

ARTICLE III

Norwalk Harbor Management Commission

§ 69-20 Establishment; membership.

- A. There shall be a Harbor Management Commission, to consist of nine members who are electors of the City of Norwalk and who are appointed by the Mayor with the confirmation of the Common Council. At least seven members of said Commission shall have some demonstrable prior interest or involvement in matters connected with harbor activity, either through a public or private interest. The Director of Planning and Zoning, the ~~Harbor Master~~Harbormaster, and the Director of Recreation and Parks shall be ex officio members without vote. The Planning and Zoning ~~Commission~~Department shall provide such staff support as necessary.
- B. The terms of the initial members shall be as follows: three members for a term to expire December 31, 1986; two members for a term to expire December 31, 1987; two members for a term to expire December 31, 1988; and two members for a term to expire December 31, 1989. Thereafter, the terms of all members shall be for four years commencing on January 1. If a member shall ~~terminate~~resign or otherwise cease to be a member in advance of the expiration of his or her term, his or her replacement shall be appointed to complete his or her term. No member of the Harbor Management Commission shall receive compensation for service. The ~~Harbor Master~~Harbormaster shall serve as Executive Secretary to the Harbor ~~Management~~Commission.

§ 69-21, Powers and duties.

The Harbor Management Commission shall have the following powers and duties:

- A. To conduct studies of the conditions and operations in the Norwalk Harbor and to present to the Common Council proposals for its efficient operation.
- B. To receive and review all proposals for dredging, filling and constructing or altering any structure on, in or contiguous to the harbor and to cooperate with federal and state permitting authorities to ensure their consistency with the harbor management plan. Any local agency receiving an application for any such proposal shall send a copy of the same to the Commission upon the request of the Commission. The Commission shall be

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notified of any such proposal at least 35 days prior to the commencement of the hearing thereon or, where no hearing is held, at least 35 days prior to the taking of any final action on the proposal. The local agency authorized to act on the proposal shall consider the recommendations of the Commission. A two-thirds vote of all the members of the local agency having authority to act on the proposal shall be required to approve a proposal which has not received a favorable recommendation from the Commission, provided that the provisions of this section shall not be deemed to alter the authority of the agency having primary jurisdiction over the proposal to deny, modify or condition the proposal. Failure of the Commission to submit a recommendation shall be deemed to be approval of the proposal.

- C. To prepare a harbor management plan for the ~~harbor~~Norwalk Harbor, including the designation of harbor lines, mooring areas, anchorage areas, thoroughfares or channels; the establishment of regulations ensuring the equitable allocation of moorings and other uses of the ~~harbor~~Norwalk Harbor; the issuance of permits for regattas and parades or other harbor events; and other matters relative to the public use of the Norwalk Harbor.
- D. To assist in the coordination of all public and private agencies, commissions and other organizations which provide service or other facilities using or otherwise based upon the waters of Norwalk Harbor.
- E. To exercise all additional powers granted by state statute, unless otherwise denied such authority by the Common Council.
- F. To expend funds or to incur debts on behalf of the ~~city~~City of Norwalk, to the extent such expenditures are specifically authorized by the Common Council.

§ 69-22. Adoption of rules and regulations.

The Norwalk Harbor Management Commission may, from time to time, adopt such rules and regulations and plans as it shall deem necessary in the following manner:

- A. Prior to adopting any such rules or regulations, the Commission shall conduct a public hearing for the purpose of considering their adoption. Notice of the time and place of such public hearing, which notice shall include the title and a summary of the rules or regulations proposed, shall be published ~~twice in a local newspaper having substantial circulation in the manner set forth~~ in the Charter of the City of Norwalk at least ~~five~~seven days, but not more than 15 days, prior to the date of said hearing. A copy of the full text of the proposed ~~regulation or rules and regulations~~ shall be ~~filed in posted on the Office of the City Clerk for public inspection~~City's website at least 10 days prior to such hearing.
- B. Following such public hearing, the Commission shall act upon such rules ~~and regulations~~ and may make such changes or alterations in the form or content of the proposed rules or regulations as ~~seen it deems~~ appropriate or necessary as a result of the

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public hearing held in connection therewith. Such changes, additions or alterations shall not require further public notice.

- C. Such rules, if adopted by the Commission and ~~after approval~~approved by the Common Council of the City of Norwalk, shall become effective ~~after publication once in a local newspaper having substantial circulation in the City of Norwalk within 21~~seven days following Council approval.

- D. Any person who ~~shall violate~~violates any of the rules and regulations adopted by the ~~Norwalk Harbor Management~~Commission and approved by the Common Council, as above provided, shall be fined ~~not more than~~up to \$90 for each violation. Each day such violation continues after the time for correction of the violation has been given in any written order shall constitute a continuing violation and ~~the violator~~the violator shall be subject to a fine of ~~up to~~up to \$90 per day for each day said violation continues. ~~In the case of vessels located in a controlled mooring field, a violation by the manager of the field shall constitute a separate violation by each vessel in the field.~~

§ 69-23. Jurisdiction.

The ~~territorial limits of Norwalk Harbor, which shall constitute the~~ jurisdictional limits of the Harbor ~~Management~~Commission, shall include all of the waters of the ~~city as described in § 1-205 of the~~ Norwalk ~~Charter~~Harbor, excepting only the area of the Five Mile River which is subject to the jurisdiction of the Five Mile River Commission. ~~The Norwalk Harbor, as defined above, may be further subdivided by the Commission into an inner and outer harbor, as provided by the Norwalk Code § 69-2 and as amended from time to time.~~

§ 69-24. Adoption of Harbor Management Plan.

Pursuant to Connecticut General Statutes Section 22a-113m, the Norwalk Harbor Management Plan, dated June 1989, and previously adopted by the Norwalk Common Council, effective September 1, 1990, is hereby adopted, as amended, as follows, effective March 1, 1998:

- A. Chapter 5 is deleted in its entirety and replaced with the revised Chapter 5, The Outside Harbor Planning Area, dated November 1992.
- B. The 1991 Addendum, dated November 1992, is incorporated into the plan.
- C. The 1997 Plan Addendum, dated November 1997, is incorporated into the plan.
- (1) Definition of terms shall be added as pp. VIII—XIV.
- (2) Update of Harbor Conditions in 1997 is added to Chapter 1.
- (3) Part Two: Amendments to Harbor Management Issues and Policies is incorporated into Chapter 3.

- A. Part Three: Revised Chapter Six, Responsibilities and Recommendations for Plan Implementation, replaces the current Chapter Six. ~~The Norwalk Harbor Management Plan, as in effect on January 1, 2024, shall remain in effect until amended or replaced as provided in this Chapter.~~

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B. Pursuant to Connecticut General Statutes § 22a-113m, the Norwalk Harbor Management Plan shall be reviewed on an annual basis by the Harbor Management Commission. This annual review shall be completed by the end of January in each calendar year. Prior to adopting any changes to the Norwalk Harbor Management Plan, the Harbor Management Commission shall conduct a public hearing for the purpose of considering the proposed changes. Notice of the time and place of such public hearing, which notice shall include a summary of the proposed changes, shall be published in the manner set forth in the Charter of the City of Norwalk at least seven days, but not more than 15 days, prior to the date of said hearing. A copy of the full text of the proposed changes shall be posted on the City's website at least 10 days prior to such hearing. Following such hearing, any recommended changes to the Norwalk Harbor Management Plan shall be approved in the manner set forth in Connecticut General Statutes § 22a-113m, including approval by the Common Council.

§ 69-25 Norwalk Harbor Fee Schedule.

- A. The Norwalk Harbor Management Commission may, from time to time, propose a Harbor Fee Schedule to the Common Council, acting through its Economic and Community Development Committee, or its successor, in accordance with applicable state statutes, including, but not limited to, Connecticut General Statutes § 22a-113s. The Harbor Fee Schedule shall relate to all mooring, anchorage, slips, and other activities identified in the harbor management plan and permitted by Connecticut General Statutes § 22a-113s. Prior to adopting a Harbor Fee Schedule, the Economic and Community Development Committee, or its successor, shall conduct a public hearing for the purpose of considering the adoption of the proposed Harbor Fee Schedule. Notice of the time and place of such public hearing, which notice shall include the full text of the proposed Harbor Fee Schedule, shall be published in the manner set forth in the Charter of the City of Norwalk at least seven days, but not more than 15 days, prior to the date of said hearing. A copy of the full text of the proposed Harbor Fee Schedule shall be posted on the City's website at least 10 days prior to such hearing.
- B. Following such public hearing, the Common Council shall act upon the proposed Harbor Fee Schedule and may make such changes or alterations in the proposed Harbor Fee Schedule as it deems appropriate or necessary as a result of the public hearing held in connection therewith. Such changes, additions or alterations shall not require further public notice.
- C. Such Harbor Fee Schedule, ~~as proposed by~~ ~~if adopted by~~ the Harbor Management Commission and approved by the Common Council ~~with any changes, additions or alterations thereto~~, shall become effective seven days following Council approval.

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NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: 7/17/24

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

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST: Recreation, Parks and Cultural Affairs

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Recreation, Parks and Cultural Affairs

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES NO WHICH ONE? Recreation, Parks and Cultural Affairs

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

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

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement and sign all required paperwork with the US Forestry Service for the Inflation Reduction Act, Norwalk Improvements to Increase Urban Forestry grant, #24-DG-11094200-058, in the amount of \$1,000,000.
2. Authorize the Mayor, Harry W. Rilling, to execute a 5-year lease extension with the Pastime Social and Athletic Club for the use of a small portion of land along Seaview Avenue. Remaining terms of the agreement to remain unchanged.
3. Authorize the Mayor, Harry W. Rilling, to approve the use of Washington Street Park and immediate surrounding grounds by Gordon Fine Arts, LLC for their SoNo Arts Festival to be held on Saturday, August 3rd, and Sunday, August 4th, 2024 from 10:00 A.M. to 5:00 P.M. Set-up time by 6:00 AM Saturday with tear-down by Sunday 7:00 P.M. Approximately 1000 people.

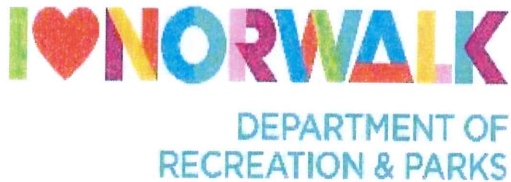
STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

EFFECTIVE DATE OF ACTION (if applicable):

Upon passage

Signature of Person Making Request

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



Norwalk City Hall,
Recreation and Parks
Department
125 East Avenue, PO Box 5125
Norwalk, CT 06851-5125
203-854-7806

**RECREATION, PARKS & CULTURAL AFFAIRS COUNCIL COMMITTEE
BY VIDEO CONFERENCE AND TELECONFERENCE
WEDNESDAY, JULY 10th, 2024
7:00 PM**

To allow public access, anyone may access a meeting by telephone and/or zoom, or a recording in the City of Norwalk YouTube channel. Specific instructions and links can be found at <https://www.norwalkct.gov/Meetings>

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

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

 Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Dilene Byrd at dbyrd@norwalkct.gov with the subject line “Public Comment” to provide written public comment prior to the meeting.

- I Roll Call
- II Minutes of May 8, 2024
- III Public Participation
- IV Old Business
- V New Business

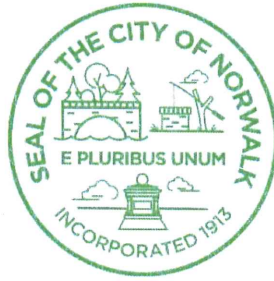
The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event.

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement and sign all required paperwork with the US Forestry Service for the Inflation Reduction Act, Norwalk Improvements to Increase Urban Forestry grant, #24-DG-11094200-058, in the amount of \$1,000,000.
2. Authorize the Mayor, Harry W. Rilling, to execute a 5-year lease extension with the Pastime Social and Athletic Club for the use of a small portion of land along Seaview Avenue. Remaining terms of the agreement to remain unchanged.

4. Authorize the Mayor, Harry W. Rilling, to approve the use of Washington Street Park and immediate surrounding grounds by Gordon Fine Arts, LLC for their SoNo Arts Festival to be held on Saturday, August 3rd, and Sunday, August 4th, 2024 from 10:00 A.M. to 5:00 P.M. Set-up time by 6:00 AM Saturday with tear-down by Sunday 7:00 P.M. Approximately 1000 people.

VI Discussion





Contract Staff Summary

Department/Staff Contact	Recreation and Parks Ken Hughes – x 47814
Common Council Committee	Recreation, Parks & Cultural Affairs
Date Approved by Committee	
Purpose/Scope	Authorize Mayor to enter into agreement with the US Forestry Service to increase grant
Vendor (Indicate if new or existing vendor)	US Forestry Service
Term of Contract	
Method of Procurement (Indicate if sole source)	
Cost of Contract	
Funding Source/Account Number	
Additional Information / Other Details	Inflation Reduction Act – amount of \$1,000.000.

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**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 24-DG-11094200-059
Between
CITY OF NORWALK
And The
USDA, FOREST SERVICE
EASTERN REGION, STATE, PRIVATE, AND TRIBAL FORESTRY**

Project Title: Inflation Reduction Act Norwalk Improvements to Increase Urban Forestry

Upon execution of this document, an award to City of Norwalk, hereinafter referred to as "City of Norwalk," in the amount of **\$1,000,000.00**, is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727 - IRA Urban & Community Forestry. City of Norwalk accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 05/31/2023, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the cooperator that 100% of the work and funding will benefit disadvantaged communities.

Justice 40 Initiative. Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When the cooperator is considering a sub-award or contract to be executed under this agreement, the cooperator shall consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB-23-09.

Investing in America Signage. For any Bipartisan Infrastructure Law or Inflation Reduction Act funded public construction project in the amount of \$250,000 or more, the Cooperator shall visibly post clear and prominent signs acknowledging the source of funding. See Office of Management and Budget Memorandum CA-23-6.

For any construction project less than \$250,000 or a non-construction project, the Cooperator is encouraged to display a poster or utilize other appropriate Investing in America media. Specific sign and poster design criteria may be found in the USDA Style Guide. Production costs of Investing in America signs shall be reasonable. To maintain reasonable costs, the Cooperator is encouraged to use recycled or recovered materials when producing signs. In the event production of such signs and/or posters will result in unreasonable costs, expenses or burden to the Cooperator, production will not be required, and the Forest Service should be notified.



All required reports and official correspondence must be sent to SM.FS.R9SPFgrants@usda.gov and the assigned U.S. Forest Service Program Manager for internal record-keeping and processing.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at SM.FS.R9SPFgrants@usda.gov.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** City of Norwalk shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Sarah Cruz City of Norwalk 125 East Avenue Norwalk, CT 06851 203-970-1033 scruz@norwalkct.gov	Rita Nigri City of Norwalk 125 East Avenue Norwalk, CT 06851 203-506-4159 rnigri@norwalkct.gov

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Ari Okun Eastern Region, State, Private & Tribal Forestry 271 Mast Road Durham, NH 03824 413-450-8412 ari.okun@usda.gov	Justin Heersink Eastern Region, State, Private, and Tribal Forestry 626 East Wisconsin Avenue Milwaukee, WI 53202 218-282-1863 justin.heersink@usda.gov

- C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). City of Norwalk shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- D. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Advance and Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment. To expedite payment, please attach a list of expenses that match the approved project budget when submitting each SF-270. Each SF-270 shall include the award number **(24-DG-11094200-059)** in Block 4. **A final SF-270 must have a final performance report submitted prior to its approval.**

The invoice must be sent by one of three methods:

EMAIL (preferred): SM.FS.asc_ga@usda.gov

FAX: 877-687-4894

POSTAL: USDA Forester Service

Budget & Finance - Grants and Agreements

4000 Masthead St, NE

Albuquerque, NM 87109



- E. ELECTION OF DE MINIMIS INDIRECT RATE. City of Norwalk has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as City of Norwalk chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.
- F. PRIOR WRITTEN APPROVAL. City of Norwalk shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.
- The end date, or expiration date is **06/11/2029**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*
- I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

HARRY W. RILLING, Mayor
City of Norwalk

Date

ROBERT LUECKEL, Deputy Regional Forester
Eastern Region, State, Private, and Tribal Forestry

Date

The authority and the format of this award have been reviewed and approved for signature.

JUSTIN HEERSINK Digitally signed by JUSTIN HEERSINK
Date: 2024.06.26 16:06:43 -04'00'

6/26/24

JUSTIN HEERSINK
Forest Service Grants Management Specialist

Date

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, City of Norwalk may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to City of Norwalk for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by City of Norwalk or any third party.
- C. NOTICES. Any notice given by the Forest Service or City of Norwalk will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To City of Norwalk, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fhrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after

the reporting period ending June 30, December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at grants.gov/forms/forms-repository/post-award-reporting-forms

- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

City of Norwalk shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30, December 31. The final performance report shall be submitted either with City of Norwalk's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- Additional pertinent information:
- To prevent payment delays, all reports should be emailed to SM.FS.R9SPFgrants@usda.gov and the U.S. Forest Service Program Manager prior to their respective due dates. Please ensure the subject line of the email contains the award number **(24-DG-11094200-059)** and the name of report being submitted.
- The final performance report must be submitted and approved prior to approval of the final SF-270 payment request.
- To support consistent and transparent public access to project outcomes funded through the
- Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments for reporting periods ending June 30 and December 31 to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting.

- G. NOTIFICATION. City of Norwalk shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

- H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

- I. USE OF FOREST SERVICE INSIGNIA. In order for City of Norwalk to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest

Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify City of Norwalk when permission is granted.

- J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of City of Norwalk's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. City of Norwalk is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

City of Norwalk may call on Forest Service's Office of Communication for advice regarding public notices. City of Norwalk is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. City of Norwalk shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.
- M. COPYRIGHTING. City of Norwalk is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by City of Norwalk under this award.
- Any right of copyright to which City of Norwalk purchase(s) ownership with any federal contributions.

- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. City of Norwalk shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

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

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

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

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

"This institution is an equal opportunity provider."

- O. DISPUTES. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

- P. AWARD CLOSEOUT. City of Norwalk must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to City of Norwalk must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- Q. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

- R. DEBARMENT AND SUSPENSION. City of Norwalk shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should City of Norwalk or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- S. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

- T. SCIENTIFIC INTEGRITY: USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in Departmental Regulation (DR) 1074-001.

- U. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all

relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in Departmental Regulation 3465-001 which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.

- V. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide public access policy implemented in Departmental Regulation 1020-006 which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.

- W. BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to

articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [USDA Buy America Waivers for Federal Financial Assistance | USDA](#).

Definitions

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;

- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

X. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.
 - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
- 2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
- 3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- 4. Definitions. For purposes of this award term:
 - a. “Employee” means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. “Private entity”:

- (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
- (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Y. DRUG-FREE WORKPLACE.

- 1. City of Norwalk agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions City of Norwalk will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify City of Norwalk in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
- 2. City of Norwalk agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- 3. Without the Program Manager’s expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
- 4. City of Norwalk agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee’s position title, the award number of each award on

which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after City of Norwalk learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, City of Norwalk must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Z. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

AA. ELIGIBLE WORKERS. City of Norwalk shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). City of Norwalk shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

BB. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- CC. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- DD. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
- EE. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.
- In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:
- (1) procure or obtain, extend or renew a contract to procure or obtain;
 - (2) enter into a contract (or extend or renew a contract) to procure; or
 - (3) obtain the equipment, services or systems.
- FF. DAVIS BACON WAGES FOR CONSTRUCTION. Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the "Davis-Bacon Act").

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

- highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute.

Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

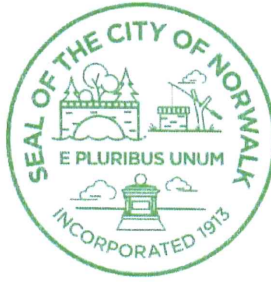
- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

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

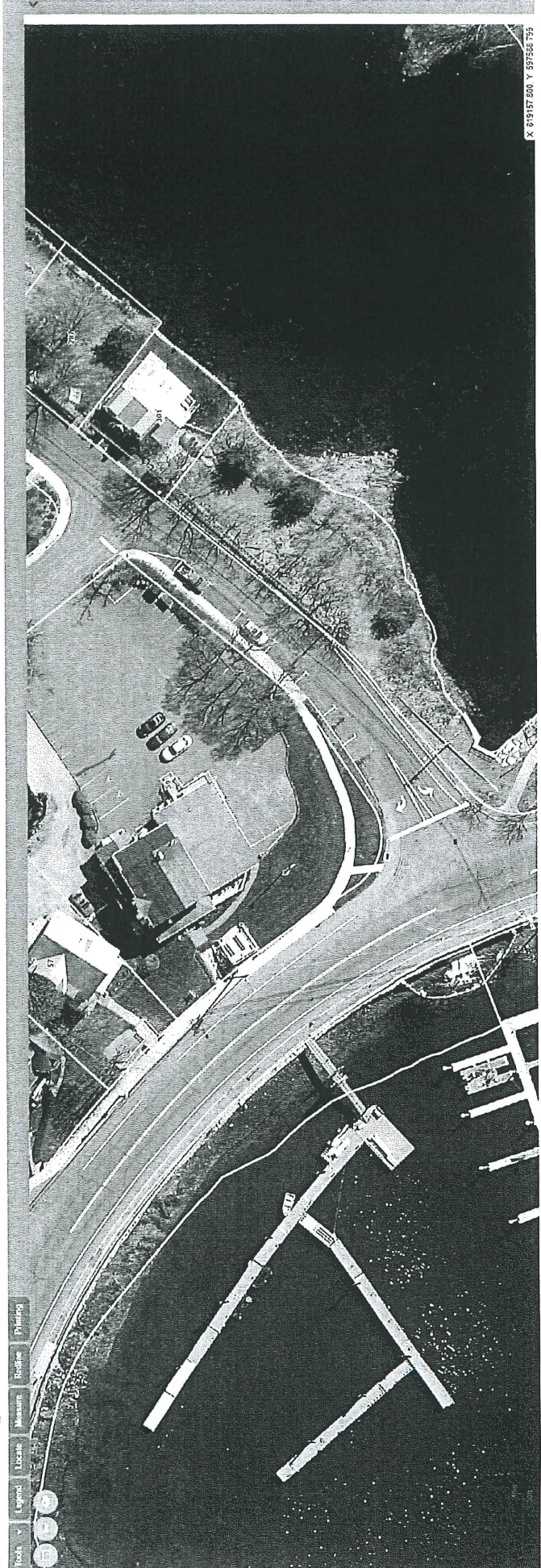


Contract Staff Summary

Department/Staff Contact	Recreation and Parks Ken Hughes – x 47814
Common Council Committee	Recreation, Parks & Cultural Affairs
Date Approved by Committee	
Purpose/Scope	5-year lease extension with the Pastime Social and Athletic Club
Vendor (Indicate if new or existing vendor)	Pastime Social and Athletic Club
Term of Contract	5-year lease
Method of Procurement (Indicate if sole source)	
Cost of Contract	
Funding Source/Account Number	
Additional Information / Other Details	5 year lease extension with the Pastime Social and Athletic Club for the use of a small portion of land along Seaview Avenue

2

2



X 819157.800 Y 597588.755

August 15, 2019

Mr. Jim Chandler, President
Pastime Athletic and Social Club, Inc.
59 Seaview Avenue
Norwalk, Connecticut 06855

Re: **Third Amendment to Lease Agreement between the City of Norwalk
and Pastime Athletic and Social Club, Inc.**

Dear Mr. Chandler:

I have enclosed a fully executed original of the document referenced above,
dated August 15, 2019.

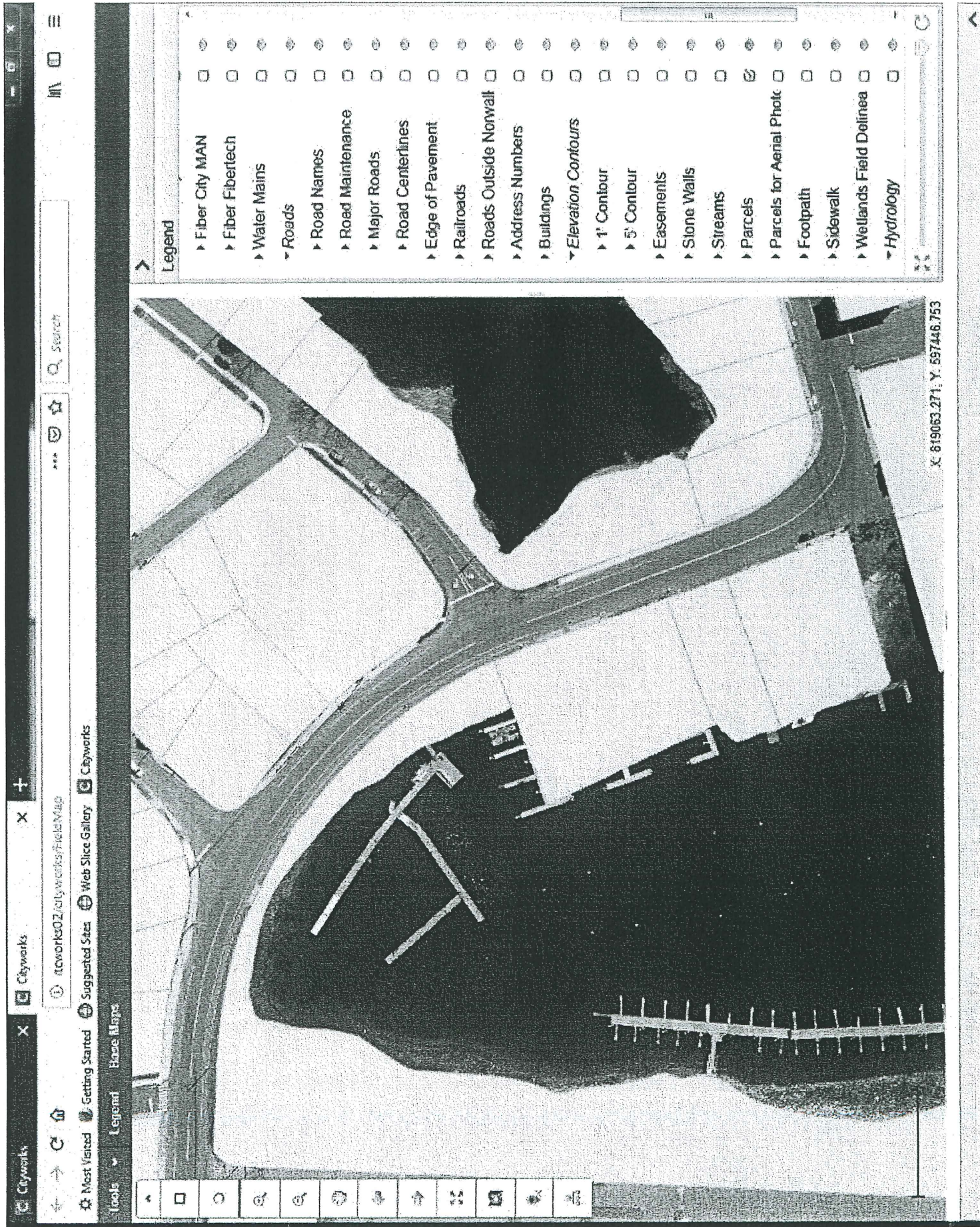
If you have any questions, please contact me directly.

Very truly yours,

Christie D. Jean
Associate Corporation Counsel

/ia
Enclosure

c: Nick Roberts, Director of Recreation and Parks
Chitsamay Lam, Comptroller



Hughes, Ken

From: Baker, Bryan
Sent: Tuesday, May 14, 2024 11:25 AM
To: Hughes, Ken
Cc: Kleppin, Steven; Stowers, Robert
Subject: Re: 8-24 Review re Pastime Athletic and Social Club

Hi Ken,

No, you don't need an 8-24 to renew the lease.

Thanks,
Bryan

Bryan Baker
Principal Planner

City of Norwalk
125 East Avenue
Norwalk, CT 06856
Phone: (203) 854-7705
Web: www.norwalkct.gov
Email: bbaker@norwalkct.gov



From: Hughes, Ken <khughes@norwalkct.gov>
Sent: Tuesday, May 14, 2024 11:14 AM
To: Baker, Bryan <bbaker@norwalkct.gov>
Cc: Kleppin, Steven <skleppin@norwalkct.gov>; Stowers, Robert <RStowers@norwalkct.gov>
Subject: FW: 8-24 Review re Pastime Athletic and Social Club

Hi Brian. We have a current lease agreement with Pastime AC. Lease is up this fall. Do I need an 8-24 to renew the lease? Please let me know.

Thanks

From: Callahan, Darin L <dcallahan@norwalkct.gov>
Sent: Friday, April 28, 2023 1:02 PM
To: Hughes, Ken <khughes@norwalkct.gov>
Cc: Callahan, Darin L <dcallahan@norwalkct.gov>; Stowers, Robert <RStowers@norwalkct.gov>; Christoforides, Anastasia <ACHristoforides@norwalkct.gov>
Subject: FW: 8-24 Review re Pastime Athletic and Social Club

Ken

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**APRIL 23, 2019
COUNCIL CHAMBERS**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Discussion regarding the land disposition and development agreement by and between the City of Norwalk, the Redevelopment Agency of the City of Norwalk and POKO-IWSR Developers, LLC, dated November 14, 2007 (as amended), and the conditional agreement by and between the City, the Agency and POKO, dated July 27, 2015 and the loan recognition agreement, by and between POKO-IWSR Developers, LLC, the City of Norwalk, the Redevelopment Agency of the City of Norwalk, Citibank, N.A., State of Connecticut Department of Housing, State of Connecticut Department of Economic and Community Development, National Equity Fund, Inc., MC Credit, LLC, IWSR Owners, LLC and ILSR Owners, LLC, dated November 14, 2007 (as amended).

EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Daryl Woolsey for the use of Brien McMahon High School Track/Field by Juvenile Diabetes Research Foundation for their JDRF One Walk, Fairfield to be held Sunday, October 20, 2019 from 9:00 AM – 1:00 PM. Set up to begin at 5:00 AM with tear down no later than 2:00 PM on Sunday, October 20, 2019. Estimated attendance 1000
2. Authorize the Mayor, Harry W. Rilling, to execute a 5 year lease extension with the Pastime Social and Athletic Club for the use of a small portion of land along Seaview Avenue. Remaining terms of the Agreement to remain unchanged.

B. FINANCE COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: April 11, 2019.
2. For informational purposes only: Narrative on Tax Collections dated April 11, 2019.
3. For informational purposes only: Monthly Tax Collector's Report Dated: March 2019.
4. Discuss and approve FY 2019-2020 Parking Authority Budget as revised.
5. Discuss and Approve FY 2019-2020 Water Pollution Authority Budget.
6. Appointment of Auditors to audit Fiscal Year 2018-19.

C. ORDINANCE COMMITTEE

1. Approve proposed revisions to Chapter 68, Noise, §§ 68-1 through 68-15.

LEASE AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
PASTIME ATHLETIC AND SOCIAL CLUB

THIS LEASE AGREEMENT is made as of the 20th day of October, 1994, by and between the CITY OF NORWALK, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut, acting herein by Frank J. Esposito, its Mayor, duly authorized (hereinafter the CITY), and PASTIME ATHLETIC AND SOCIAL CLUB, an unincorporated association located at 59 Seaview Avenue, Norwalk, Connecticut (hereinafter the LESSEE), acting by and through David W. Breault, its President, duly authorized to act on behalf of the LESSEE and in its name, place and stead.

W I T N E S S E T H:

WHEREAS, the CITY is the owner of certain real property comprising tidal land located between Seaview Avenue and the waters of the Norwalk Harbor's east basin, as more fully described herein (hereinafter the PREMISES).

WHEREAS, the Common Council of the City of Norwalk, by action taken on August 9, 1994, authorized the CITY, acting by and through its Mayor, to enter into an Agreement with the LESSEE upon the terms and conditions stated herein, for the leasing of the PREMISES to LESSEE; and

WHEREAS, the LESSEE has agreed to lease the PREMISES from the CITY upon the terms and conditions stated herein and has duly authorized its President to act on its behalf in order to enter into this Agreement;

NOW, THEREFORE, the parties hereby agree, accept and consent to the following terms and conditions, promises and obligations.

1. For and in consideration of the rents reserved herein and the covenants, promises and agreements made by the LESSEE to be faithfully observed, fulfilled and performed, the CITY does hereby demise and lease to the LESSEE and the LESSEE hereby leases from the CITY, the PREMISES, subject to any exceptions and conditions stated herein, for the term of five (5) years, beginning on the date hereof and concluding on October 19, 1999.

2. The PREMISES are described more fully as follows:

ALL THAT CERTAIN piece, parcel or tract of land, situated in the Town of Norwalk, County of Fairfield and State of Connecticut, bounded and described as follows:

NORTHERLY: by land of the City of Norwalk;
EASTERLY: by Seaview Avenue, so-called;
SOUTHERLY: by land now or formerly of the East Norwalk Yacht Club; and
WESTERLY: by the Norwalk Harbor.

Said premises consisting of a narrow strip of tidal land lying between said Seaview Avenue and the waters of the Norwalk Harbor and extending 308 feet, more or less, in a Northerly direction from the line dividing premises herein leased and the premises of said East Norwalk Yacht Club. (Refer to the diagram attached hereto and made a part hereof, entitled, "Proposed Floats and Piles in Norwalk Harbor at East Norwalk Conn. Application By Pastime A & S Club, Inc. April 1963").

3. Condition of PREMISES. The LESSEE acknowledges that it has examined the PREMISES and is aware of their condition and willingly accepts them "as is" in their present state. The CITY makes no representations or warranties of any kind or nature whatsoever as to the condition of the PREMISES. The LESSEE assumes sole responsibility for the condition of the PREMISES and for the performance of all improvements and other work that must be done in order for the LESSEE to maintain and use the PREMISES for its intended purpose.

4. Maintenance of and Improvements to PREMISES. The LESSEE and the CITY understand and agree that LESSEE shall make no improvements to nor perform any work on the PREMISES without the

prior written approval of the CITY. The LESSEE shall secure at its own cost and expense all required permits and approvals for any work it has done on or improvements made to the PREMISES.

The LESSEE shall be responsible for maintaining the PREMISES, together with the sidewalk adjoining this area along the street, throughout the term of this Lease and any extension or holdover period, in good and clean, orderly and safe condition and repair at its sole cost and expense. The CITY shall not be called upon to make any expenditure for the maintenance, repair or preservation of the PREMISES.

LESSEE covenants to indemnify, defend and hold harmless the CITY, its officers, agents and employees from and against all claims, demands, and costs whatsoever for all losses and damages arising out of entry upon or construction of any improvements to the PREMISES; related to the performance of this Agreement or the use of the PREMISES by LESSEE, its agents, employees, contractors, subcontractors, subtenants, guests or invitees; or in any way connected with the condition of the PREMISES. However, the LESSEE shall not be liable hereunder to the extent that any such claim, demand or cost is proven to be the result of the negligence of the CITY or its employees. The LESSEE shall, in all events, pay and discharge all costs, expenses and liabilities whatsoever arising out of the construction of all improvements hereunder, or the maintenance or operation of the PREMISES and will keep the PREMISES free and clear of all liens and claims. Upon the expiration or earlier termination of this Lease, any improvements constructed on or to the PREMISES by or on behalf of the LESSEE shall become the sole property of the CITY in fee simple, free and clear of any encumbrances.

5. Term. The term of this Lease shall be for five (5) years, commencing on the date of this Agreement and ending on the 19th day of October, 1999.

6. Rent. Commencing with the date hereof, the LESSEE covenants that it shall pay to the CITY as rent for the PREMISES One Dollar (\$1.00) per year.

7. Covenant Against Encumbrances. The LESSEE covenants and agrees for itself and its successors and assigns, that it will not engage in any financing or other transaction creating or in any way effectuating a mortgage, encumbrance or lien upon the PREMISES, whether by express agreement or operation of law, and that it will not place upon the PREMISES, or suffer to be placed upon the PREMISES, any lien or other encumbrance, including, but not limited to, any levy or attachment. Any such mortgage, encumbrance, attachment, levy or lien placed on the PREMISES shall be deemed a per se violation of this covenant as of the date of its execution or filing of record. It shall be the responsibility of the LESSEE to have any such mortgage, encumbrance, attachment, levy or lien discharged to the CITY's satisfaction prior to its enforcement.

8. Reservation of Easements. The CITY reserves to itself and to any public utility provider for the respective interests of the CITY and any such public utility provider, a permanent easement and perpetual rights in, to, over, under and across the PREMISES, as applicable, and reasonable rights of ingress and egress to and from all areas as may be necessary for the installation, operation, maintenance, repair, replacement, relocation and removal of water lines, sanitary and storm sewers, gas mains, electrical power lines, telephone lines and other utility lines and facilities. Provided, however, that the exercise of any right hereunder shall not unreasonably interfere with the use and enjoyment of the PREMISES by the LESSEE or anyone claiming by, through or under the LESSEE, and that the PREMISES shall be restored, to the extent reasonably possible, to its condition as

existed immediately prior to the exercise of such a right hereunder.

9. Compliance with Laws, Permits and Regulations. The LESSEE shall, at its sole cost and expense, throughout the term of this Lease Agreement promptly comply with all the laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, any other legal requirements which may be applicable from time to time to the PREMISES and the uses which the LESSEE shall make of the same, and all requirements of all insurance policies in force at any time with respect to the PREMISES.

10. Sublease and Assignments. The LESSEE shall not make, create, or suffer to be made or created, any total or partial transfer, assignment, conveyance, lease, sublease, trust, power, or other disposition in any mode or form, of or with respect to the PREMISES, of this Lease Agreement or any of the rights, privileges, interests, obligations or liabilities hereunder without the prior written consent of the CITY. In the absence of the specific written approval of the CITY, no disposition of the LESSEE's interests or rights in the PREMISES or any portion thereof, or any transfer or assignment of this Lease Agreement shall relieve LESSEE from any obligation, liability or responsibility hereunder or with respect to the PREMISES.

All subleases entered into demising all or any part of the PREMISES shall be made expressly subject and subordinate to this Lease Agreement and shall contain covenants on the part of the sublessee that (a) neither the termination of this Lease Agreement nor the institution of any suit, action or proceeding (other than that of eminent domain) by the CITY to recover possession of the PREMISES and other improvements or to realize possession of LESSEE's leasehold estate shall, by operation of law or otherwise,

result in the cancellation or termination of the obligations of the sublessee, and (b) if the CITY terminates this Lease Agreement, any prior assignment of LESSEE's interest in the sublease or the rents due under the sublease shall automatically terminate and the CITY shall be sublessor under the sublease and the sublessee will be deemed to have attorned to the CITY for the balance of the term of the sublease. Any sublease agreement shall be in writing, duly executed, witnessed and acknowledged, and shall be recorded on the Norwalk Land Records.

Any assignment shall be evidenced by an instrument in writing duly executed, witnessed and acknowledged by the LESSEE and the assignee and recorded on the Norwalk Land Records. Any assignee shall take the assignment subject to all the terms and covenants in this Lease Agreement applicable to the LESSEE. Complete financial information respecting the proposed assignee, together with the current address of such person or entity, transferee or sublessee shall be delivered to the CITY's Office of Corporation Counsel prior to signing of the document evidencing and/or effectuating any such transaction.

Upon any assignment being made by LESSEE or any successor of the LESSEE, the assignee shall be subject to the same terms and conditions as to future assignments, and to all the covenants, agreements, provisions and conditions contained in this Lease Agreement.

11. Termination of Lease Agreement. Upon the termination of this Lease Agreement and the term created, or upon the termination of the LESSEE's right of possession, whether by lapse of time or at the option of the CITY, the LESSEE shall at once surrender possession of the PREMISES to the CITY and remove all its personal property from it. In the event that LESSEE does not immediately surrender possession, the CITY may reenter the PREMISES and

repossess itself of it as of its former estate and remove all property therefrom, using force as may be necessary without being deemed guilty of any manner of trespass or forcible entry or detainer.

In the event that the LESSEE remains on the PREMISES after termination or the expiration of the Lease term without having executed a new written Lease with the CITY, such holding over shall not constitute a renewal or extension of this Lease. In such event, the CITY may, at its option, elect either to treat the LESSEE as one who has not removed at the end of its term and thereupon be entitled to all available remedies against the LESSEE, or to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration. In the latter event, the LESSEE shall pay such rent as was due and payable during the last period of the Lease term increased by five percent (5%).

The LESSEE covenants to pay for, and to indemnify the CITY against, all costs and charges, including, but not limited to, counsel and legal fees, lawfully and reasonably incurred in obtaining possession of the PREMISES and establishing the CITY's title free and clear of this Lease Agreement upon expiration or earlier termination of this Lease Agreement or in enforcing any covenant or agreement by the LESSEE.

12. Default Provisions.

The CITY may terminate this Lease upon a default by the LESSEE, which includes, but is not limited to, the following:

- (i) the failure of the LESSEE to pay any installment of rent or other sums due (including interest) to or for the benefit of the CITY under this Lease on the date due, which failure continues for more than ten (10) days thereafter;
- (ii) the abandonment or desertion of the PREMISES by LESSEE;

(iii) the filing of any lien, attachment or other encumbrance against the PREMISES by a party claiming by, through, under or against the LESSEE, which is not discharged or otherwise provided for to the CITY's reasonable satisfaction within thirty (30) days from the date of notice to LESSEE of the same;

(iv) the filing of an application by the LESSEE (a) for a consent to the appointment of a receiver, trustee or liquidator of itself or its assets; or (b) LESSEE's voluntary petition in bankruptcy or of a pleading in any Court admitting its inability to pay its debts as they come due; or (c) a general assignment for the benefit of its creditors; or (d) an answer admitting the material allegations of, or LESSEE's consenting to or defaulting in answering, a petition filed against it in any bankruptcy proceeding;

(v) the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating LESSEE a bankrupt, or appointing a receiver, trustee or liquidator of LESSEE or of its assets, which order, judgment or decree continues unstayed and in effect for sixty (60) consecutive days;

(vi) any action making this Lease Agreement the subject of or taking it under a writ of execution;

(vii) the failure of LESSEE to comply with any provision or covenant of this Lease or to fulfill or perform any responsibility, condition, or agreement hereof, which is not remedied, rectified or cured within thirty (30) days following the receipt of a written notice thereof from the CITY. In the event that any such default cannot be cured within such thirty (30) day period, the LESSEE must take all necessary and reasonable action in order to commence to cure such failure within such thirty (30) day period and must diligently prosecute the same to completion.

In any event of default by LESSEE, the Lease shall, at the CITY's option, and upon notice to the LESSEE, terminate and expire and the CITY shall have, in addition to all other remedies provided by law, one or more of the following remedies:

A. The CITY may terminate this Lease Agreement and all rights and privileges hereby created, in which event the CITY may repossess the PREMISES and be entitled to recover as damages a sum of money equal to the value, as of the date of such termination, of the total rent to be paid hereunder by the LESSEE for the balance of the Lease term plus all expenses incurred by the CITY as a result of or in connection with such default, and all other sums of money and damages due hereunder to the CITY.

B. In the event of any breach or threatened breach by the LESSEE of any of the terms, covenants, agreements, provisions or conditions in this Lease Agreement, the CITY shall have the right to invoke any right and remedy allowed at law or in equity, by statute or otherwise as though reentry, summary proceedings, and other remedies have not been provided for in this Lease Agreement.

C. In the event this Lease Agreement is assumed by or assigned to a trustee pursuant to the provisions of the Bankruptcy Reform Act of 1978 (referred to as "Bankruptcy Code") (11 USC 1 et seq.) as it may be amended, and the trustee does not cure all defaults under this Lease Agreement and does not provide adequate assurances of future performance of this Lease Agreement as are required by the Bankruptcy Code (including, but not limited to, the requirement of Section 365(b)(1), referred to as "Adequate Assurances"), within the applicable time periods provided by the Bankruptcy Code, then this Lease Agreement shall be deemed terminated automatically and the CITY shall have the right to immediate possession of the PREMISES and shall be entitled to all remedies provided by the Bankruptcy Code for damages for breach or termination of this Lease Agreement.

To the extent not prohibited by law, all expenses, including reasonable attorneys' fees and court costs, incurred by the CITY by reason of any default in payment by the LESSEE (whether or not any proceeding is instituted) or in connection with any action or proceeding affecting this Lease Agreement or the PREMISES, shall be paid to the CITY by the LESSEE on demand.

The CITY shall have all other rights and remedies as the law and this Lease now or may hereafter afford and all such rights and remedies shall be cumulative so that the existence or exercise of any shall not exclude the existence or right to exercise any other.

The LESSEE acknowledges that this Lease constitutes a commercial transaction within the meaning of Section 52-278a of the Connecticut General Statutes, as amended. Pursuant thereto, the LESSEE hereby waives and relinquishes all rights to notice and a hearing as provided in Section 52-278g through Section 52-289a of the Connecticut General Statutes, as the same may be amended, prior to the CITY obtaining any remedy against the LESSEE in connection with the enforcement by the CITY of any of its rights or remedies under this Lease Agreement.

Without limiting any of the above, the CITY and its successors and assigns shall be deemed beneficiaries of the covenants provided in this Agreement, both in its own rights and for the purpose of protecting the rights and interests of the public, in whose favor and for whose benefit the covenants shall be deemed to be provided.

13. Waiver or Surrender of Rights.

The receipt of rent or any sum of money by the CITY, with knowledge of any breach of this Lease Agreement by the LESSEE or of any default on the part of the LESSEE in the observance or performance of any of the conditions, agreements or covenants of

this Lease Agreement, shall not be deemed to be a waiver of any provision of this Lease Agreement. Nor shall any failure on the part of the CITY to enforce any covenant or provision of this Lease Agreement, or any waiver of any right under it by the CITY, discharge or invalidate such covenant or provision or affect the right of the CITY to enforce the same in the future. To be valid, any waiver of a covenant or condition of this Lease Agreement must be in writing and signed by the CITY's Corporation Counsel and shall apply only with respect to the particular act or matter involved. Any waiver by the CITY of any breach of this Lease shall not constitute or act as a waiver for any subsequent violation or breach. The LESSEE is obligated to obtain the consent of the CITY to any other or subsequent act or matter.

The receipt by the CITY of any rent, other sum of money, or consideration paid by the LESSEE after the termination, in any manner, of the term demised, shall not reinstate, continue or extend the term unless so agreed to in writing and signed by the CITY and LESSEE.

14. Insurance. The LESSEE agrees, at its own expense, to maintain throughout the term hereof, any extension or holdover period, comprehensive general liability insurance, for bodily injury and accidental death covering its agents, servants, invitees, guests, licensees and all who may use or come upon the PREMISES and property damage insurance for the value of the PREMISES, with extended coverage for vandalism and malicious mischief. Such insurance shall name the CITY as an additional insured and shall be maintained with limits of not less than One Million Dollars (\$1,000,000.00). The CITY may, from time to time, reasonably amend the required types and amounts of insurance coverage by written notice to LESSEE and LESSEE shall diligently comply by meeting the requirements of any such changes.

No less than ten (10) days before the commencement of the term of this Lease, the LESSEE shall provide a certificate evidencing the foregoing insurance coverage to the CITY's Corporation Counsel. Renewal certificates shall be provided to the CITY throughout the term hereof in a timely fashion by LESSEE. The certificate shall provide that there shall be no modification or cancellation of any such coverage or policies unless thirty (30) days prior written notification of the same is given to the CITY. The CITY shall be listed thereon as an additional insured on all policies of insurance covering the PREMISES.

The LESSEE shall not act nor permit any actions on or to the PREMISES which are or may be contrary to law or which will invalidate or be in conflict with any policy of insurance at any time carried by or for the benefit of the CITY with respect to the PREMISES, or which might subject the CITY to any liability for personal injury, property damage or other financial loss or expense. The LESSEE, its agents, licensees, sublessees, guests or invitees shall not keep anything in, on or around the PREMISES except as now or hereafter permitted by the Norwalk Fire Department, the Connecticut Board of Fire Underwriters, and any other authority having jurisdiction over the PREMISES, and then only in such manner and such quantity so as not to increase the rate of fire insurance applicable to the PREMISES, nor shall it use the PREMISES in a manner which will increase the fire insurance rates because of special risk.

15. Indemnification. The LESSEE shall indemnify, defend and save the CITY harmless from and against all liabilities; obligations; damages; penalties; claims; losses; costs and expenses, including reasonable attorneys' fees, paid, suffered or incurred as a result of: (i) any breach by the LESSEE, its

agents, contractors, employees, sublessees, invitees, guests or licensees, of any covenant, provision or condition of this Lease; or (ii) the negligence, willful or wanton act or omission of the LESSEE, its agents, contractors, employees, sublessees, invitees, guests or licensees; or (iii) the use and occupancy of the PREMISES by the LESSEE, or any of its agents, assignees, contractors, employees, sublessees, invitees, guests or licensees; or (iv) the condition of the PREMISES.

The LESSEE's liability under this paragraph extends to the acts and omissions of any employee, invitee, subtenant, assignee, guest or licensee of the LESSEE, and any agent, contractor, employee, invitee, guest or licensee of such subtenant, licensee or assignee. Neither the CITY nor its agents shall be liable for damages to the LESSEE or its property or to any person claiming through the LESSEE, nor shall rent be abated, for injury to person or damage to or loss of property wherever located from any cause. The LESSEE hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings described herein. The provisions of this paragraph shall survive the expiration or early termination of this Lease and shall not be limited by reason of any insurance coverage.

16. Signage. The LESSEE shall not erect any sign or banner in, on, or about the PREMISES without prior written consent of the appropriate authority within the CITY as to the proposed description, size, color and location of such sign. When such written consent is obtained from the CITY, the LESSEE agrees and covenants that all such signs shall be in accordance with any applicable statutes, ordinances, codes, rules, and/or regulations of any governmental authority, and that the LESSEE shall maintain such signs and keep the same in a good state of repair. Upon

vacating the PREMISES, the LESSEE agrees to remove all signs and to repair any and all damages caused by the same or their removal at its expense. The CITY shall have absolute discretion on all matters concerning signs or banners.

17. General Provisions.

Invalidity of Particular Provisions. If any provision of this Lease Agreement or the application of it to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

Quiet Enjoyment. The CITY acknowledges that the LESSEE, upon paying the rent and all impositions and other charges, and performing all the covenants and conditions of this Lease Agreement, may, subject to the CITY's rights, as set forth in this Lease or as may exist at law or equity, lawfully and quietly occupy the PREMISES during the term of this Lease Agreement without hindrance or molestation by the CITY.

Conflict of Interest. No member, official, or employee of the CITY shall have any personal interest, direct or indirect, in this Lease Agreement, nor shall any member, official, or employee participate in any decision relating to this Lease Agreement which affects his or her personal interests or the interests of any other entity or person in which he or she is directly or indirectly, interested. No member, official, or employee of the CITY shall be personally liable to the LESSEE, its successors and assigns, or anyone claiming by, through or under the LESSEE or any successor in interest to the PREMISES, in the event of any default or breach by the CITY or for any amount which

may become due to the LESSEE, its successors and assigns, or any successor in interest to the PREMISES, or on any obligation under the terms of this Lease Agreement.

Brokerage. The LESSEE and the CITY each represent and warrant to the other that neither has dealt with any broker or finder in connection with the transactions herein contemplated and each agrees to indemnify, defend and hold the other harmless of and from any and all manner of claims, including, but not limited to, reasonable attorneys' fees and expenses incurred by the other party and arising out of any claim by any broker or finder if it is ultimately determined that either party has dealt in contravention of its representation and warranty.

Assignability and Binding Effects. Subject to all provisions respecting the rights of assignment or subleasing, this Lease Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

Duplicate Originals. This Lease Agreement will be executed in four (4) copies, each of which shall constitute an original. The warranties, representations, agreements and undertakings shall not be deemed to have been made for the benefit of any person or entity, other than the parties hereto.

The CITY and LESSEE represent to each other as follows:

A. That each has, and has exercised, the required power and authority and has complied with all applicable legal and other applicable requirements necessary to adopt, execute and deliver this Lease Agreement and to assume its responsibilities and obligations hereunder; and

B. That this Lease Agreement has been duly executed and delivered by each and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions, and provisions.

Notice Provisions. Notices provided for or given under this Lease Agreement will be given to the individuals listed below:

FOR THE CITY:

Director
Recreation, Parks and Building Management
City Hall, P.O. Box 5125
Norwalk, Connecticut 06856-5125

With a copy to:

Corporation Counsel
City Hall, P. O. Box 798
Norwalk, Connecticut 06856-0798

FOR THE LESSEE:

Pastime Athletic and Social Club
59 Seaview Avenue
Norwalk, Connecticut 06855

The parties may change their respective addresses and specify as their address any other address by providing at least five (5) days prior written notice to the other party.

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

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

Jean H. Mulligan
Jean H. Mulligan
Agnes M. Brien
Agnes M. Brien

By: Frank J. Esposito
Frank J. Esposito, Its Mayor
Duly Authorized

Beverlie Brooks
Beverlie Brooks
Carol Puskas
Carol Puskas

PASTIME ATHLETIC AND SOCIAL CLUB

By: David W. Breault
David W. Breault
Its President
Duly Authorized

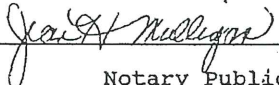
OFFICE OF CORPORATION COUNSEL
NORWALK, CONNECTICUT 06856

STATE OF CONNECTICUT)
) ss. Norwalk
COUNTY OF FAIRFIELD)

October 20 1994

Personally appeared, before me, FRANK J. ESPOSITO, who acknowledged himself to be the Mayor of the CITY OF NORWALK, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public
Commissioner of Superior Court

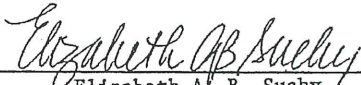
JEAN H. MULLIGAN
Notary Public State of CT
My Commission Expires: 12/31/99

STATE OF CONNECTICUT)
) ss. Norwalk
COUNTY OF FAIRFIELD)

October 7, 1994

Personally appeared, before me, David W. Breault, who acknowledged himself/herself to be the President of PASTIME ATHLETIC AND SOCIAL CLUB, and that he/she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by himself/herself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Elizabeth A. B. Suchy
~~Notary Public~~
Commissioner of Superior Court

RECEIVED

OCT 10 1994

NOTARY PUBLIC
STATE OF CONNECTICUT

OFFICE OF CORPORATION COUNSEL
NORWALK, CONNECTICUT 06856

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: 

SECOND AMENDMENT TO LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF NORWALK
AND
PASTIME ATHLETIC AND SOCIAL CLUB, INC.

WHEREAS, the CITY and the LESSEE entered into a Lease Agreement dated October 20, 1994 (the Original Lease Agreement), granting the LESSEE exclusive use of tidal land located between Seaview Avenue and the waters of the Norwalk Harbor's east basin; and

WHEREAS, the parties wish to amend the Original Lease Agreement to extend its term;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

TERM

The term of the Original Lease Agreement set out in Section 5 of the Original Lease Agreement is extended for a ten-year (10) period, which shall commence on **October 20, 2009** and continue through **October 19, 2019**.

RENT

The rental payment to be made by the LESSEE for the PREMISES, as set out in Section 6 of the Original Lease Agreement, is hereby increased to Ten Dollars (\$10.00) per year.

REMAINING TERMS UNAFFECTED

The foregoing covenants and agreements are to be construed as supplemental to the Original Lease Agreement. All other provisions of said Original Lease Agreement shall remain in effect except as they may be inconsistent herewith.

Dated at Norwalk, Connecticut, this 8th day of December, 2008.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures:

Nanette Rivera-Gonzalez

CITY OF NORWALK

By: *Richard A. Moccia*

Richard A. Moccia
Its Mayor
Duly Authorized

Witnesses' signatures:

Nanette Rivera-Gonzalez

NANETTE RIVERA-GONZALEZ

Michele McLean

MICHELE MCLEAN

PASTIME ATHLETIC
AND SOCIAL CLUB, INC.

By: *Edward McAleese*

EDWARD MCALEESE

Its PRESIDENT

Duly Authorized

STATE OF CONNECTICUT)

) ss. Norwalk

COUNTY OF FAIRFIELD)

On this the 8th day of December, 2008, before me,
the undersigned officer, personally appeared RICHARD A. MOCCIA, who
acknowledged himself to be Mayor of the CITY OF NORWALK, a
municipal corporation, and that he as such Mayor, being authorized
so to do, executed the foregoing instrument for the purposes
therein contained, by signing the name of the CITY OF NORWALK by
himself as Mayor.

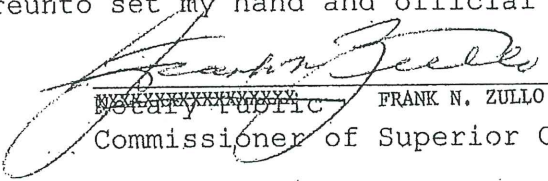
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary B Roman
Notary Public My Commission Exp. Jan. 31, 2009
~~Commissioner of Superior Court~~

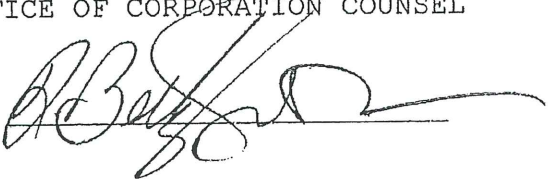
STATE OF CONNECTICUT)
) ss. Norwalk
COUNTY OF FAIRFIELD)

On this the 25th day of NOVEMBER, 2008, before me, the undersigned officer, personally appeared EDWARD MCALEESE, who acknowledged himself to be the PRESIDENT of the **PASTIME ATHLETIC AND SOCIAL CLUB, INC.** and that he as such PRESIDENT, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **PASTIME ATHLETIC AND SOCIAL CLUB, INC.** by himself as PRESIDENT.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


~~Notary Public~~ FRANK N. ZULLO
Commissioner of Superior Court

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: 

FIRST AMENDMENT TO LEASE AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
PASTIME ATHLETIC AND SOCIAL CLUB

WHEREAS, the CITY and the LESSEE entered into a Lease Agreement dated October 20, 1994 (the Original Lease Agreement), granting the LESSEE exclusive use of tidal land located between Seaview Avenue and the waters of the Norwalk Harbor's east basin; and

WHEREAS, the parties wish to amend the Original Lease Agreement to extend its term;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

TERM

The term of the Original Lease Agreement is extended for a ten-year (10) period, which shall commence on October 20, 1999, and continue through October 19, 2009.

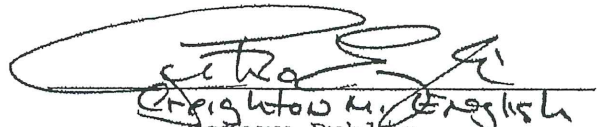
REMAINING TERMS UNAFFECTED

The foregoing covenants and agreements are to be construed as supplemental to the Original Lease Agreement. All other provisions of said Original Lease Agreement shall remain in effect except as they may be inconsistent herewith.

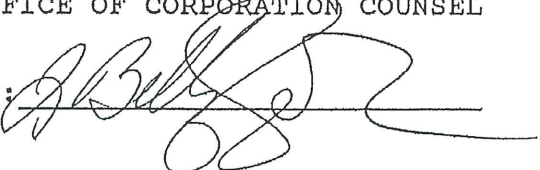
STATE OF CONNECTICUT)
) ss. Norwalk
COUNTY OF FAIRFIELD)

On this the 10th day of December, 1999, before me, the undersigned officer, personally appeared Russell W. Vattick, who acknowledged himself to be the ~~President~~ ^{Agent} of the PASTIME ATHLETIC AND SOCIAL CLUB, and that he as such ~~President~~ ^{Agent}, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the PASTIME ATHLETIC AND SOCIAL CLUB by himself as ~~President~~ ^{Agent}.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Christopher M. English
Notary Public
Commissioner of Superior Court

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: 

Permit

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

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

Permit # R1377
Status Approved
Date Jul 5, 2024 9:39 AM

Customer Name Susan Brown Gordon - 8809
Customer Type General Public
Mailing Address 26 Yew Street
Norwalk, CT 06850

Home Phone Number (518) 852-6478
Cell Phone Number (518) 852-6478
Email Address Suebg.art@gmail.com

System User Internet User

Rental Fee	\$3,960.00
Discounts	\$0.00
Subtotal	\$3,960.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$3,960.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$3,960.00

Sono Arts Festival

1 resource(s) 2 booking(s) **Subtotal: \$3,960.00**

Event Notes:

\$1,000,000 liability insurance naming City of Norwalk as additional insured required/Special Event Permit in process/Event will be on July 10th RPCA Agenda

Booking Summary

Washington St. Plaza (Event)

Center: Washington St. Plaza

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sat, Aug 3, 2024 10:00 AM	Sat, Aug 3, 2024 6:00 PM	1	\$0.00
Sun, Aug 4, 2024 10:00 AM	Sun, Aug 4, 2024 6:00 PM	1	\$0.00
Resource level fees			\$3,960.00

Custom Questions

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

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

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

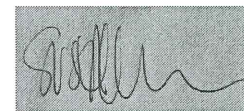
1.Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.

2.Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine.

3.The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property. 4.The Renter may bring the following in or onto the Premises: *Any tent (structure) 10 X 10 Feet or larger, including but not limited to; additional electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall *Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event *No other furniture, structures; machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks *Open fires are strictly prohibited from all our indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Items include candles, sparklers, tiki torches, fire pits, etc. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Propane grills are allowed however they may not exceed 60" in length*Recreation & Parks strictly prohibits the use of personal or commercial drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals 5. HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, it's employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.

6.Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon7.ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION 8.The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit 9.The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event.10.CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit- which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded The total fee for your use of the Premises are based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express) Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date

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



Payment Schedules		Original Balance: \$3,960.00 Current Balance: \$3,960.00		
DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Jul 5, 2024	\$3,575.00	\$0.00	\$0.00	\$3,575.00
Aug 3, 2024	\$385.00	\$0.00	\$0.00	\$385.00

X:

Date:

City of Norwalk Online

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

Phone Number: (203) 854-7806

Email Address: recregistrationsupport@norwalkct.gov

X:

Date:

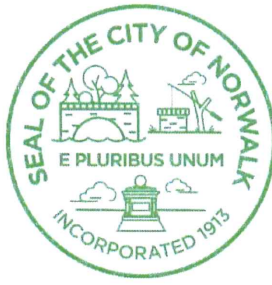
Susan Brown Gordon

Customer ID: 8809

Home Phone Number: (518) 852-6478

Cell Phone Number: (518) 852-6478

Email Address: Suebg.art@gmail.com



Contract Staff Summary

Department/Staff Contact	Recreation and Parks Rebecca Kovacs – x 47289
Common Council Committee	Recreation, Parks & Cultural Affairs
Date Approved by Committee	7/10/2024
Purpose/Scope	SoNo Arts Festival
Vendor (Indicate if new or existing vendor)	Gordon Fine Arts, LLC
Term of Contract	Saturday, August 3 rd , and Sunday, August 4 th , 2024 from 10:00 A.M. to 5:00 P.M
Method of Procurement (Indicate if sole source)	Permit #R1377
Cost of Contract	\$3,960
Funding Source/Account Number	N/A
Additional Information / Other Details	Set-up time by 6:00 AM Saturday with tear-down by Sunday 7:00 P.M. Approximately 1000 people.

A

Permit

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

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

Permit # R1377

Status Approved

Date Jul 5, 2024 9:39 AM

Customer Name Susan Brown Gordon - 8809
Customer Type General Public
Mailing Address 26 Yew Street
Norwalk, CT 06850

Home Phone Number (518) 852-6478
Cell Phone Number (518) 852-6478
Email Address Suebg.art@gmail.com

System User Internet User

Rental Fee	\$3,960.00
Discounts	\$0.00
Subtotal	\$3,960.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$3,960.00
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Balance	\$3,960.00

Sono Arts Festival

1 resource(s) 2 booking(s) Subtotal: \$3,960.00

Event Notes:

\$1,000,000 liability insurance naming City of Norwalk as additional insured required/Special Event Permit in process/Event will be on July 10th RPCA Agenda

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Washington St. Plaza (Event)

Center: Washington St. Plaza

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
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Resource level fees			\$3,960.00

Custom Questions

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

If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	0
Is there a 2nd date in mind or a rain date or location?	no
Number of people attending? (For the groups at the Cranbury Pavilion I, groups of over 70 are required to rent a portajohn)	1000
What is the setup time?	6:30 am
What type of event?	Arts Festival
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	art and crafts
Will the group be going into the water? (Beach permits only)	No
Will the public be invited to the event?	Yes
Will there be music? No amplified music at the beach.	Yes
Will you be bringing a grill? (Not allowed on grass, propane only)	No
Will you be having portable restrooms?	Yes
Will you be selling food, beverages, goods or wares?	No
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	No
Will you be using display advertising?	No
Will you be using temporary electrical resources?	No
Will you have a catering tent? (Gallaher Mansion site only)	No
Will you have over 200 guests- if so police officer will be required.	Yes
Will you need the Showmobile? (Calf Pasture only)	No
Will you solicit contributions at your event?	No

Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	Aug 3, 2024	Susan Brown Gordon	Waiver Signed by: Susan Brown Gordon on Jul 3, 2024

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

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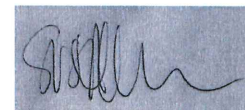
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MAIL TO: NORWALK RECREATION AND PARKS DEPARTMENT NORWALK CITY HALL ATTN: REBECCA KOVACS125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869



Payment Schedules		Original Balance: \$3,960.00 Current Balance: \$3,960.00		
DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
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Aug 3, 2024	\$385.00	\$0.00	\$0.00	\$385.00

X:

Date:

City of Norwalk Online

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

Phone Number: (203) 854-7806

Email Address: recregistrationsupport@norwalkct.gov

X:

Date:

Susan Brown Gordon

Customer ID: 8809

Home Phone Number: (518) 852-6478

Cell Phone Number: (518) 852-6478

Email Address: Suebg.art@gmail.com

NORWALK COMMON COUNCIL

REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: 7/ 17/ 24

PERSON/ DEPARTMENT/ COMMITTEE MAKING REQUEST:: Michele DeLuca

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Public safety and general government

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

Approved by Jalin Sead to move forward

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

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

1. PD's purchase of a new Public safety vessel from the Capital budget.
 - a. Authorize the purchasing agent, Sharon Connors to issue a purchase order to Safe Boats International for the purchase of one (1) 23 Foot Center Console Police vessel not to exceed \$324,036.37 Account # 09253010-5777
2. police motorcycles from capital funding.
 - a. Authorize the purchasing agent, Sharon Connors to issue a purchasing order to MAX BMW the sole source provider of BMW Public safety motorcycles in Connecticut for the purchase of (4) four motorcycles not to exceed the amount of \$116,865.96 Account # 09233010-5777
3. Police 2024 / 2025 Fleet purchase.
 - a. Authorize the purchasing agent, Sharon Connors to issue a purchase order to Sullivans Northwest Hills for the purchase of ten 2024 Chevy Police package Utility vehicles under State of Connecticut Government pricing for a total not to exceed \$537,360.00. Account# 09243010-5777, 09253010-5777 (State Contract pricing -19PSX0161)
 - b. Authorize the purchasing agent, Sharon Connors to issue a purchase order to Sullivans Northwest Hills for the purchase of two (2) Chevy Police package fully electric police package vehicles. Account # 09243010-5777, 09253010-5777 (State of Connecticut contract pricing - 24PSX0110)
 - c. Authorize the purchasing agent, Sharon Connors to issue a purchase order to Fleet Auto Supply, LLC for emergency lighting and upfit for ten Police utility

vehicles, and two Chevy fully electric Police Package vehicles for an amount not to exceed \$284,000. Account # 09243010-5777,09253010-5777

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:NA

EFFECTIVE DATE OF ACTION (if applicable):

Upon passage.

Original with signature hand delivered.

Michele DeLuca

Signature of Person Making Request

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

Amended 4/ 13/ 84

Norwalk Department of Police Service

Memo

To:	City of Norwalk Common Council, Health and Public Safety Committee
From:	Chief of Police James Walsh 
CC:	
Re:	Common Council Purchase Authorization
Date:	July 5, 2024

The Police Department has received funding in the 2024/2025 Capital Budget for the purchase of a Safe Boat 23-foot Center Console Police Vessel from Safe Boats International for a cost of \$324,036.97 under GSA pricing. The purchase of this vessel will provide more reliable and efficient Marine Public Safety in Norwalk Harbor and adjoining waters. Norwalk Harbor has become one of the busiest waterways due to its increasing popularity and access to the City of Norwalk for tourist attractions. The ongoing Walk Bridge Project has added an increase of commercial traffic to a harbor which is one of the busiest in southwestern Connecticut. With the purchase of this vessel the Police Department will decommission Norwalk Police Marine a 2008 Rib style public safety vessel.

1. Authorize the purchasing agent, Sharon Connors to issue a purchase order to Safe Boats International for the purchase of one (1) 23 Foot Center Console Police vessel not to exceed \$324,036.37 Account # 09253010-5777

**SAFE Boats International**

8800 SW Barney White Rd
Bremerton, WA 98312
t: (360) 674-7161 f: (360) 674-7149

GSA QUOTE

Number AAAQ5390-02

Date Apr 28, 2024

Expiration Date Jul 28, 2024

Salesperson Scott Clanton

GSA Contract# 47QSWA18D005J

Sold To

Norwalk Police Department
Justin Bisceglie
1 Monroe St.

Norwalk, CT 06854
USA

Phone 203-854-3076
Fax

Ship To

Norwalk Police Department
Justin Bisceglie
1 Monroe St.

Norwalk, CT 06854
USA

Phone 203-854-3076
Fax

Line	GSA	Code	Description	Qty	Price	Ext. Price
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1

HULL AND SUPERSTRUCTURE

2 336612 P05462

SAFE 23 CENTER CONSOLE

1 \$164,350.36 \$164,350.36

SAFE 23 CENTER CONSOLE SPECIFICATIONS

- LENGTH OVERALL (LOA) (NO ENGINES): 23'
- LENGTH OVERALL (METERS): 7.0M
- BEAM OVERALL (BOA): 8'-6"
- BEAM OVERALL (METERS): 2.6M
- DEADRISE AT TRANSOM: 25 DEG
- DRAFT (ENGINE TRIMMED UP): 17"
- MAX HP: 400
- FUEL CAP. (GAL): 100
- MAX NUMBER OF PERSONS: 13
- SEATED POSITIONS: 6
- DRY WEIGHT: VESSEL, NO ENGINES, NO FUEL, NO OPTIONS, NO LIQUIDS, NO PEOPLE, NO CARGO, (APPROXIMATE): 4,786 LBS

HULL & DECK

- 1/4" - 5086 BOTTOM PLATE WITH SAFE BOATS EXCLUSIVE STRINGER SYSTEM WITH ANGLED TRANSVERSE FRAMING
- PRESSURE TESTED AIR TIGHT HULL
- REINFORCED KEEL BEACHING PLATE
- NOTCHED TRANSOM WITH SPEED SHOE IN BOTTOM PLATE
- PERFORMANCE WINGS BELOW COLLARS FOR INCREASED LIFT AND STABILIZATION WHILE MANEUVERING
- FULLY WELDED PERFORMANCE LIFTING STRAKES
- SELF BAILING DECKS WITH HIGH VOLUME SCUPPER DRAINS
- BOW STORAGE/ANCHOR LOCKER WITH AFT FACING DOOR
- DUAL AFT RIGGING LOCKER SYSTEM WITH TOPSIDE ACCESS
- SACRIFICIAL HULL ANODE(S)

SUPER STRUCTURE

- ALUMINUM T-TOP WITH RAIN CAPTURE RING AND DOWN SPOUTS TO SELF-BAILING DECK
- LAMINATED SAFETY GLASS WINDSHIELD AND SIDE WINDOWS WITH BLOW-OUT RESISTANT GASKET
- SWING DOWN RADAR POD
- SAFETY HAND/GRAB RAIL SYSTEM WITH BLACK RUBBERIZED RAIL WRAP

Line	GSA	Code	Description	Qty	Price	Ext. Price
			CONSOLE & DASH -PORT SIDE HELM -OHIP - OVER HEAD INSTRUMENT PANEL SEATING, SEAT STORAGE & UPHOLSTERY -TWO (2) FLIP UP SEATS WITH SEAT BELTS MOUNTED ON BOLSTER STORAGE BOX -AFT STORAGE BOLSTER WITH LARGE AFT FACING GASKETED ALUMINUM DOORS COLLAR SYSTEM -PATENTED 100% FOAM SAFE XDR-1 EXTREME DUTY REINFORCED COLLAR SYSTEM WITH BLACK RUBSTRAKE -AVAILABLE COLLAR COLORS INCLUDE: BLACK, BLUE, GRAY, ORANGE, GREEN, RED COATINGS, COVERINGS & LETTERING -BLACK NON-SKID DECKS AND GUNNELS -BLACK RUBBERIZED DASH SKID -UPHOLSTERED HEADLINER TOWING, LIFTING & ATTACHMENT POINTS -SIX (6) 10" CAST ALUMINUM WELD-ON CLEATS -BOW AND STERN LIFTING EYES -WELD-ON BOW EYE WITH DUAL STAINLESS STEEL INSERTS -WELD-ON TRANSOM TIE DOWNS ELECTRICAL SYSTEM & POWER GENERATION -HOUSE BATTERY SYSTEM 12VDC - ONE (1) MARINE-GRADE BATTERY WITH SWITCH -BLUE SEA 360 MARINE-GRADE BREAKER SYSTEM -BACKLIT SWITCH PANEL WITH MARINE-GRADE SWITCHES -FOUR (4) 12VDC POWER RECEPTACLES - TWO (2) ON DASH AND TWO (2) ON ARCH -SELF-PARKING INTERMITTENT WINDSHIELD WIPER SYSTEM WITH WASHER LIGHTING -LED NAVIGATION LIGHTS (RUNNING AND ANCHOR) -INDEPENDENTLY CONTROLLED INTERIOR/EXTERIOR DIMMABLE LED WALKWAY LIGHTS -RED/WHITE OVERHEAD DOME LIGHT -FOUR (4) FLOOD LIGHTS - ONE (1) PORT, ONE (1) STARBOARD AND TWO (2) AFT DECK -ONE (1) 12VDC RECHARGEABLE FLASHLIGHT ELECTRONICS, NAVIGATION & COMMUNICATION -MAGNETIC COMPASS W/ DIMMABLE BACK-LIGHTING -NAVIGATION HORN SAFETY, RESCUE & DIVING EQUIPMENT -TWO (2) FIRE EXTINGUISHERS -LIFE RING MOUNT FUEL SYSTEM -100-GALLON FUEL TANK WITH A FORMED BOTTOM (1/4" - 5086)			
3	OPEN	P07669	TOW POST ON A SAFE BOAT.	2	\$913.35	\$1,826.70
	MARKE					
	T					
			INCLUDES: (1) TOW POST W/SINGLE STAINLESS STEEL CROSS PIN.			
			NOTE: MULTIPLE LOCATIONS AVAILABLE.			
			Note: tow posts located one FWD and on AFT			

Line	GSA	Code	Description	Qty	Price	Ext. Price
4	OPEN MARKE T	P01897	ADD OUTBOARD MOTOR GUARD/TOW LINE GUIDE TO SAFE 23 CC. ADD OUTBOARD MOTOR GUARD/TOW LINE GUIDE TO SAFE 23 CENTER CONSOLE. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	\$350.94	\$350.94
5	OPEN MARKE T	P06865	REMOVE BASE BOAT SEAT ON SAFE CCTT. INCLUDES: REMOVE (2) SHOX 6300 NON SHOCK MITIGATING.	1	-\$6,181.97	-\$6,181.97
6	336612	P06802	ALLSALT 6300 SUSPENSION SEAT, HEIGHT ADJUST, ARMRESTS, HAND GRIPS, BLACK UPHOLSTERY. INCLUDES: (1) FOLD-DOWN 6300 SEAT BUCKET WITH 8" SUSPENSION TRAVEL, CLEAR ANODIZED ALUMINUM METAL, BLACK MARINE GRADE UPHOLSTERY, HEIGHT ADJUSTMENT, ARMRESTS, HAND GRIPS, LAPBELT, CUP HOLDER.	2	\$7,410.37	\$14,820.74
7	336612	P06787	ALLSALT ADJUSTABLE FOOTREST W/ 20" TREAD, 6" HEIGHT ADJUSTMENT, 0 DEG INCLINE MOUNTED INCLUDES: (1) ALLSALT FOOTRESTS WITH 20" TREAD, 6" HEIGHT ADJUSTMENT AND 0 DEG INCLINE MOUNTED, NECESSARY HARDWARE AND INSTALLATION.	2	\$1,431.08	\$2,862.16
8	336612	P01093	SEAT STORAGE LOCKER IN FRONT OF CONSOLE. (CC/TT) SEAT STORAGE LOCKER W/ FABRICATED LID IN FRONT OF CONSOLE ON EITHER CENTER CONSOLE OR T-TOP MODELS. LOCKER LID HAS GAS STRUT, SS LATCHES, AND NON-SKID SURFACE. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	\$2,241.33	\$2,241.33
9	336612	P01351	SAFE 8FT 6IN BEAM BOATS PERSONNEL RECOVERY CUTOUT PERSONNEL RECOVERY SIDE PLATE AND COLLAR CUTOUTS. FACILITATES PIW RECOVERY.	1	\$1,571.73	\$1,571.73
10	336612	P01258	BOW COVER 1 PIECE, 8' 6" WIDE. SEVERE DUTY PADDED BOW COVER FOR 8'6" WIDE HULLS, 17' THROUGH 25'. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	\$1,261.65	\$1,261.65
11			PAINT, COATING & FINISHING			
12	OPEN MARKE T	P01800	BLACK RUBBERIZED RAIL WRAP. BLACK RUBBERIZED RAIL WRAP.	1	\$0.00	\$0.00
13	OPEN MARKE T	P01566	BLACK NON-SKID BLACK NON-SKID	1	\$0.00	\$0.00
14	336612	P01541	GRAY RUBBERIZED DASH SKID GRAY RUBBERIZED DASH SKID	1	\$1,015.05	\$1,015.05
15	OPEN MARKE T	P01268	COLLAR COLOR BLUE COLLAR COLOR BLUE	1	\$0.00	\$0.00
16	OPEN MARKE T	P01354	BLACK RUB-STRAKE BLACK RUB-STRAKE	1	\$0.00	\$0.00
17	336612	P01488	COLLAR IDENTIFICATION - MIDSHIPS. COLLAR IDENTIFICATION - MIDSHIPS. INSTALL AGENCY NAME IN ADHESIVE VINYL LETTERING TO COLLAR MIDSHIPS, PORT AND STARBOARD. LETTERING INCLUDES 6" BLOCK LETTERS IN SINGLE	1	\$326.56	\$326.56

Line	GSA	Code	Description	Qty	Price	Ext. Price
			SOLID COLOR. CUSTOM COLORS AND REFLECTIVE MATERIAL AVAILABLE FOR AN ADDITIONAL CHARGE. PLEASE INCLUDE REQUESTED NAME AND COLOR IN SALES NOTES.			
18			ELECTRICAL SYSTEMS, AND LIGHTING			
19	336612	P02290	110VAC SHORE POWER KIT - 3 BATTERY SYSTEM W/ PRONAUTIC 110VAC SHORE POWER KIT-(FOR DUAL ENGINES W/ SINGLE HOUSE BATTERY, NO GENERATOR). KIT INCLUDES: 110VAC 30AMP SHORE INLET, BLUE SEAS 360 A/C PANEL W/ ANALOG VOLT METER, GFCI OUTLET W/ COVER, ISOLATION TRANSFORMER AND 30A 125V 25' SHORE POWER CORD. ONE (1) THREE (3) BANK PRONAUTICP SMART CHARGER WHICH CHARGES, CONDITIONS, MAINTAINS AND RE-CONDITIONS. WITH AUTOMATIC DOCKSIDE POWER SUPPLY MODE FOR 12 VOLT DC LIGHTING AND APPLIANCES. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	\$3,359.34	\$3,359.34
20	336612	P03533	(2) WHELEN L31 LOW PROFILE LED LAW ENFORCEMENT STROBES, BLUE. (2) WHELEN L31 LOW PROFILE LED LAW ENFORCEMENT STROBES, BLUE. MOUNTED ON RADAR POD FOR MAXIMUM 360DEG VISIBILITY. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	\$1,142.99	\$1,142.99
21	336612	P02578	LESWL31B ACR RCL-100 LED REMOTE CONTROL SEARCHLIGHT, 220,000 CD, 12/24VDC. ACR RCL-100 LED REMOTE CONTROL SEARCHLIGHT, 220,000 CD, 12/24VDC. INCLUDES: (1) ACR P/N 1951 RCL-100 LED REMOTE CONTROL SEARCHLIGHT WITH (1) MASTER CONTROLLER, (1) WIRED POINT PAD, NECESSARY HARDWARE AND INSTALLATION.	1	\$1,950.50	\$1,950.50
22	336612	P02372	UPGRADE TO DR LED ""KEVIN"" 600+ LUMENS LED FLOOD LIGHTS. UPGRADE FROM STANDARD SBI 55WATT HALOGEN FLOOD LIGHTS TO DR LED "KEVIN" 8001344 600+ LUMENS LED FLOOD LIGHTS. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	\$1,057.66	\$1,057.66
23	336612	P02371	CUSTOM FLOOD/BLUE LIGHT SWITCH PANEL WITH (5) TOGGLE SWITCHES. CUSTOM FABRICATED FIVE (5) SWITCH PANEL WITH TOGGLE SWITCHES FOR FLOOD LIGHTS AND BLUE LAW ENFORCEMENT LIGHTS. SWITCHES TO BE ARRANGED IN A DIAMOND SHAPE PATTERN. FORWARD FLOOD LIGHTS CONTROLLED BY TOP SWITCH, AFT FLOOD LIGHTS CONTROLLED BY BOTTOM SWITCH, PORT FLOODS CONTROLLED BY PORT SWITCH, STARBOARD FLOODS CONTROLLED BY STARBOARD SWITCH, AND ALL BLUE LAW ENFORCEMENT LIGHTS CONTROLLED BY MIDDLE SWITCH. STANDARD FLOOD LIGHT SWITCHES AND STROBE SWITCH ON OHIP SWITCH PANEL TO BE ELIMINATED. (FLOOD LIGHTS AND LAW ENFORCEMENT LIGHTS SOLD SEPARATELY.)	1	\$688.87	\$688.87
24			CREW COMFORT AND CLIMATE CONTROLS			
25	336612	P03642	WEBASTO AT2000 DIESEL HEATER W/ 2.5 GAL TANK ON SAFE CC/TT. WEBASTO AT2000 HEATER KIT W/ 2.5 GAL DIESEL TANK ON SAFE CENTER CONSOLE. INCLUDES: WEBASTO AIR TOP 2000, 7,000 BTU (2KW) FORCED AIR DIESEL HEATER AND DEFROSTER W/ 2.5 GALLON DIESEL TANK, NECESSARY HARDWARE AND INSTALLATION.	1	\$6,018.48	\$6,018.48
26	336612	P06823	CANVAS ENCLOSURE FORT-TOP (SAFE) FULL CANVAS ENCLOSURE FOR T-TOP INCLUDES ROLL UP SIDE AND AFT CURTAINS ENCAPSULATING T-TOP. AVAILABLE COLORS: GREY, GREEN OR BLACK	1	\$3,524.59	\$3,524.59

Line	GSA	Code	Description	Qty	Price	Ext. Price
27			PROPULSION, MANEUVERING AND CONTROLS			
28	336612	P07326	YAMAHA 200 DES INCLUDES: (1) YAMAHA (DIGITAL SHIFT & THROTTLE) 200 ENGINE, (1) SS PROP	2	\$22,875.96	\$45,751.92
29	336612	P07428	YAMAHA DUAL ENGINE RIGGING, 150-450HP W/DIGITAL ELECTRIC CONTROLS INCLUDES: (1) DUAL BINNACLE, (1) DISPLAY, (1) ELECTRIC KEY SWITCH W/SAFETY LANYARD, (1) STEERING WHEEL, (1) FUEL FILTER, AND (1) STARTING BATTERY.	1	\$15,468.96	\$15,468.96
30	336612	P04573	UPGRADE TO STAINLESS STEEL STEERING WHEEL. UPGRADE TO SCHMIDT STYLE DESTROYER STAINLESS STEEL STEERING WHEEL WITH POWER KNOB. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	\$170.05	\$170.05
31			ELECTRONICS, NAVIGATION AND COMMUNICATION EQUIPMENT			
32	336612	P02935	GARMIN GPSMAP 8612XSV 12"" TOUCH HD CHARTPLOTTER/SONAR COMBO W/ PRELOADED HD MAPS. INCLUDES: (1) GARMIN 010-02092-03 GPSMAP 8612XSV 12" HD TOUCHSCREEN CHARTPLOTTER/SONAR COMBO WITH BUILT-IN SUPPORT FOR SONAR, INCLUDING DUAL-CHANNEL 1 KW TRADITIONAL CHIRP, CHIRP CLEARVU AND CHIRP SIDEVU SCANNING SONARS PLUS BUILT-IN SUPPORT FOR ULTRA HIGH-DEFINITION SCANNING SONAR (NO BLACK BOX REQUIRED), PRELOADED BLUECHART G3 US COASTAL & LAKEVU HD MAPS, NECESSARY HARDWARE AND INSTALLATION. (TRANSDUCER(S) AND EXTERNAL GPS ANTENNA SOLD SEPARATELY).	1	\$4,069.19	\$4,069.19
33	336612	P02926	GARMIN GPS 24XD NMEA 2000 POSITION RECEIVER & ANTENNA W/ MULTI-BAND GNSS & HEADING. INCLUDES: (1) GARMIN 010-02316-10 GPS 24XD NMEA 2000 POSITION RECEIVER AND ANTENNA WITH MULTI-BAND GNSS AND HEADING, NECESSARY HARDWARE AND INSTALLATION.	1	\$433.56	\$433.56
34	336612	P02939	GARMIN PLASTIC THRU-HULL MOUNT TRANSDUCER W/ DEPTH & TEMP (8-PIN) - AIRMAR P319 GARMIN PLASTIC THRU-HULL MOUNT TRANSDUCER WITH DEPTH & TEMPERATURE (8-PIN) - AIRMAR P319. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	\$404.81	\$404.81
35	336612	P02946	GARMIN GT51M-TM TRANSOM MOUNT CHIRP DOWNVU/SIDEVU TRANSDUCERS ON SAFE 10'+ WIDE BOATS. GARMIN GT51M-TM TRANSOM MOUNT CHIRP DOWNVU/SIDEVU TRANSDUCERS ON SAFE 10'+ WIDE BOATS. INCLUDES: (2) GARMIN GT51M-TM TRANSOM MOUNT DOWNVU/SIDEVU TRANSDUCERS (12-PIN), 500W (CHIRP 260/455 KHZ) TRADITIONAL 600W (MID-BAND CHIRP 80-160 KHZ) WITH TEMP, GARMIN 12-PIN TRANSDUCER Y-CABLE, NECESSARY HARDWARE AND INSTALLATION. TRANSDUCERS MOUNTED (1) PORT AND (1) STARBOARD ON TRANSOM.	1	\$1,634.77	\$1,634.77
36	336612	P02910	GARMIN GMR18XHD 18"" , 4KW, 48NM RADAR DOME. GARMIN GMR18XHD 18", 4KW, 48NM RADAR DOME. REQUIRES ANY NETWORK-COMPATIBLE GARMIN CHART PLOTTER. NECESSARY HARDWARE AND INSTALLATION INCLUDED.	1	\$2,047.70	\$2,047.70
37	336612	P02892	FLIR M364 SINGLE PAYLOAD STABILIZED 640 THERMAL 24 DEG FOV CAMERA W/O JCU. INCLUDES: (1) FLIR E70525 M364 SINGLE PAYLOAD, STABILIZED THERMAL CAMERA (640 X 480, 30HZ, 24 DEG FOV) WITH PAN, TILT AND ELECTRONIC ZOOM, (1) SBI FABRICATED FLIR M300 SERIES WELD-ON RISER BRACKET INSTALLED ON CABIN TOP, NECESSARY HARDWARE AND INSTALLATION. FLIR JOYSTICK CONTROL UNIT (JCU) SOLD SEPARATELY.	1	\$14,850.38	\$14,850.38

Line	GSA	Code	Description	Qty	Price	Ext. Price
38	336612	P02887	FLIR JCU1 POE INJECTOR KIT FOR FLIR M300 SERIES CAMERAS. INCLUDES: (1) FLIR T70477 JCU1 POE INJECTOR KIT CONSISTING OF: (1) JOYSTICK CONTROL UNIT (JCU 1) WITH WEATHER COVER, (1) 25' AND (1) 1' SHIELDED ETHERNET CABLE (RJ-45), (1) POWER OVER ETHERNET INJECTOR, (1) WATERPROOF COUPLER AND MOUNTING HARDWARE.	1	\$1,408.19	\$1,408.19
39	336612	P02962	WHELEN LOUDHAILER SYSTEM. WPA112, WPA2, SA315. WHELEN 100WATT LOUDHAILER SYSTEM. INCLUDES WPA112 AMPLIFIER, WPA2 CONTROL HEAD W/ FLUSH MOUNT KIT AND SA315 SPEAKER. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	\$1,692.27	\$1,692.27
40	336612	P02806	GARMIN VHF 215 AIS MARINE RADIO W/ SHAKESPEARE 5' VHF ANTENNA. INCLUDES: (1) GARMIN 010-02098-00 VHF 215 AIS MARINE RADIO WITH CLASS D DIGITAL SELECTIVE CALLING (DSC), 25 WATT TX POWER, AND BUILT IN AIS CAPABLE OF DISPLAYING AIS ON COMPATIBLE CHART PLOTTERS, (REQUIRES GPS INPUT VIA NMEA 0183/2000), (1) SHAKESPEARE 5' VHF ANTENNA WITH S/S RATCHET MOUNT, FLUSH MOUNT KIT, EXTERNAL VHF SPEAKER, NECESSARY HARDWARE AND INSTALLATION.	2	\$1,256.90	\$2,513.80
41	336612	P02729	INSTALL CUSTOMER SUPPLIED AGENCY RADIO & ANTENNA. RADIO MAKE/MODEL TBD. INCLUDES: POWER FROM 12VDC DISTRIBUTION PANEL TO RADIO MOUNTING LOCATION, NECESSARY HARDWARE AND INSTALLATION OF (1) CUSTOMER SUPPLIED RADIO AND ANTENNA. AGENCY RADIO COMPONENTS NOT TO EXCEED (1) RADIO HEAD WITH MIC, (1) RADIO BODY OR AMP (IF SEPARATE FROM RADIO HEAD), (1) EXTERNAL RADIO SPEAKER, AND (1) ANTENNA WITH MOUNT. DOES NOT INCLUDE: RADIO, DASH TO REMOTE MOUNT CONVERSION KIT, FLUSH MOUNT KIT, ANTENNA, MIC, EXTERNAL VHF SPEAKER OR ANY REQUIRED RADIO HARNESSSES.	1	\$584.91	\$584.91
42			OUTFIT ITEMS			
43	336612	P01996	TOW SPOOL W/ 150' LINE & COVER. TOW LINE STORAGE SPOOL MOUNTED ON AFT SIDE OF RADAR POD. TOW SPOOL WILL STORE 150' OF 3/4 DBN TOW LINE. INCLUDES TOW SPOOL COVER, 150' OF LINE, NECESSARY HARDWARE AND INSTALLATION.	1	\$2,164.46	\$2,164.46
44	336612	P03897	DIVE LADDER PRC PLATFORM DIVE LADDER PRC PLATFORM WITH LOCKING PINS AND LANYARDS.	1	\$1,362.01	\$1,362.01
45	336612	P03891	DIVE LADDER SS GARELICK 4-RUNG W/ STORAGE MOUNT. DIVE LADDER SS GARELICK 4-RUNG WITH MOUNT ON PORT SIDE OF OUTBOARD BRACKET. INCLUDES STORAGE MOUNT WHILE NOT IN USE, NECESSARY HARDWARE AND INSTALLATION.	1	\$1,387.13	\$1,387.13
46	336612	P03903	4 TANK ROLL-CONTROL DIVE TANK HOLDERS. FOUR (4) ROLL-CONTROL DIVE TANK HOLDERS MOUNTED ON AFT LOCKERS. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	\$380.20	\$380.20
47	336612	P05289	TRAILER, 7500 - 23' T-TOPS/CC (8'6) ALUMINUM TRAILER 7500 - 23' T-TOPS & CENTER CONSOLES (8'6" OR 102 INCHES ONLY) ALUMINUM BUNK TRAILER WITH DISC BRAKES, BOW LADDER, V-STOP AND LED LIGHTING.	1	\$11,727.09	\$11,727.09
48	336612	P05408	SHIPPING PREP/FULL SHRINK WRAP PREPARATION FOR SHIPPING INCLUDES: 1 DISCONNECT BATTERIES FROM ELECTRICAL SYSTEM. 2 SECURE LOOSE GEAR TO PREVENT	1	\$2,201.89	\$2,201.89

Line	GSA	Code	Description	Qty	Price	Ext. Price
			SHIFTING DURING SHIPMENT. 3 SECURE BOAT TO TRAILERS. (IF APPLICABLE) 4 SECURE EQUIPMENT (E.G., MOTORS, SPOTLIGHT, ETC.) AS NECESSARY TO PREVENT MOVEMENT DURING SHIPMENT. 5 REMOVE FLAMMABLE LIQUIDS IF REQUIRED TO COMPLY WITH OCEAN TRANSPORTATION REQUIREMENTS. 6 PLACE RADOME AND ANTENNAS IN LOWERED POSITION. 7 ENSURE NO MORE THAN 10 GALLONS FUEL REMAINS IN THE FUEL TANKS. 8 PLACE BOAT CABIN KEY IN A SECURE "HIDE" 9 PROTECTIVE SHRINK WRAP. (COVERS BOAT DOWN TO COLLAR AND OUTBOARD ENGINES IF APPLICABLE) DOES NOT INCLUDE ACTUAL TRANSPORTATION CHARGES			

Quote includes shipping from Bremerton, WA to Norwalk, CT. The Customer is responsible for offloading the boat and trailer from the transport trailer at the destination. Incoterms CIF (Cost, Insurance and Freight) applies.

40% Contract Award
 30% Mid-Build
 30% Delivery Acceptance

SubTotal	\$312,440.97
Tax	\$0.00
Shipping	\$11,596.00
Total	\$324,036.97

All payments due within 30 days of invoice.

Please contact Scott Clanton for any assistance regarding this quote
 (360) 674-7161 ext 1037
 (601) 530-3442 cell
sclanton@safeboats.com



EXPRESS LIMITED WARRANTY

(10/2020)

CONTACT INFORMATION

For Information about products or support services including the express limited warranty and Optional Service Plus warranty:

Call Customer Service: (360) 674-7161

Email express limited warranty claims to: warranty@safeboats.com

Website: www.safeboats.com

1. EXPRESS LIMITED WARRANTY

SAFE Boats International, LLC ("SBI"), for the time periods detailed in the table below warrants that 1) all SBI manufactured products conform to SBI's specifications and are free of any defect in materials or workmanship; and 2) all SBI provided equipment has been properly installed. The coverage period is measured from the date of acceptance of the vessel. **Original Manufacture Equipment is warranted by the respective manufacturer. Consumer understands that SBI's Limited Warranty, as well as its exclusions and limitations are factors in the determination of the contract price. Consumer has chosen to accept the Express Limited Warranty limitations rather than seek additional warranties and remedies at an increased price.**

SBI's Express Limited Warranty, as well as any other warranty that might be expressed herein provided by SBI, only applies to the original consumer, as defined below, and it is non-transferable under any circumstances unless written consent is provided by SBI at SBI's sole discretion and assessment of the vessel's condition, if deemed necessary.

The Consumer's sole and exclusive remedy under this Limited Warranty will be repair or replacement of the warranted part, at SBI's sole discretion and assessment of the vessel's condition, if deemed necessary.

None of these warranties are valid for systems that have been modified or structurally altered or subject to unreasonable use, improper docking or storage, lack of reasonable and proper maintenance, negligence, or accident.

SAFE BOATS INTERNATIONAL, LLC

8800 SW BARNEY WHITE ROAD, BREMERTON, WA 98312 USA / SAFEBOATS.COM / PHONE 360.674.7161 / FAX 360.674.7149

DEFINITIONS FOR TERMS WITHIN THIS WARRANTY

HULL- Welded aluminum structure from the deck to the keel of the Vessel.

SUPERSTRUCTURE- Any welded aluminum structure above the Vessel's deck or attached to the hull, including but not limited to the cabin, center console, bolsters, lockers, performance wings, and all parts permanently integrated into these structures, including windows and doors. Superstructure only includes those items manufactured by SBI that are permanently integrated into the superstructure, and specifically excludes all OEM components.

COLLAR SYSTEM- Outer collar membrane and internal foam.

ORIGINAL EQUIPMENT MANUFACTURER ("OEM")- The Vessel's engines, engine components, batteries, propellers, controls, control cables, steering systems, electronics, trailers, and any other accessory covered by a separate OEM warranty.

ORIGINAL CONSUMER- The original customer that purchased the Vessel directly from SBI.

2. EQUIPMENT WARRANTY PERIOD

SBI MANUFACTURED PRODUCTS	Standard Equipment Warranty Period
HULL	15 years from the acceptance of the Vessel
FUEL TANK	5 Years from the acceptance of the Vessel
SUPERSTRUCTURE	2 years from the acceptance of the Vessel
COLLAR SYSTEM	3 years from the acceptance of the Vessel
INSTALLATION OF EQUIPMENT (which is limited to the installation workmanship of components and equipment specifically installed by SBI)	1 year from the acceptance of the Vessel

3. EXTENDED WARRANTY PERIOD THROUGH OPTIONAL SERVICE PLUS

The above stated warranty periods for services may be increased strictly upon purchase and registration through "Optional Service Plus" Warranty coverage with SBI. The "Optional Service Plus" Warranty only increases the duration/period of time which the components are covered. All

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other responsibilities/obligations remain the same as contained within this Express Limited Warranty. Contact SBI Sales Department to obtain coverage and prices for "Optional Service Plus" Warranty period.

4. INSTALLED EQUIPMENT WARRANTED BY OEM

OEM INSTALLED EQUIPMENT	Standard Equipment Warranty Period
Defects on OEM manufactured equipment installed by SBI.	For the warranty periods of OEM equipment installed by SBI, please refer to the respective OEM warranty. Consumers are further advised to consult the respective OEM's warranty registration and claim procedure requirements of the products in questions to assure compliance.

5. OWNER'S RESPONSIBILITY PURSUANT TO THE WARRANTY

No warranty repairs are to be carried out without the expressed written authorization of SBI. SBI must be notified, in writing, within 30 days of the discovery of any defect which is subject to warranty by SBI. Warranty work may be performed at SBI's manufacturing facility, the Consumer's location, or the facility of an authorized SBI agent. If warranty repairs are to be performed at the Consumer's location, it is the responsibility of the consumer to make the vessel available to SAFE Boats at a suitable facility and the Consumer is responsible for all costs and logistics related to haul out, trailering and delivering the boat to the facility.

6. WARRANTY CLAIMS AND PROCEDURES

- a) To be entitled to rights under the Express Limited Warranty, the Consumer shall submit a warranty claim request by contacting SBI's Warranty Department by phone or email within thirty (30) days after discovering a suspected defect, but in any event prior to the expiration of the applicable Warranty Period. Following receipt of such Consumer notice, SBI will work with the Consumer through photographs and dialog to make a provisional warranty determination. If SBI determines that the problem is likely covered by the Express Limited Warranty, SBI will authorize repair or replacement of the defective component by issuing a provisional warranty approval. Components that the Consumer claims to be defective shall be available to SBI for inspection and testing.

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- b) In the event SBI determines an SBI-manufactured part or component is covered by SBI's Express Limited Warranty, SBI will pay for ground domestic return shipment of the repaired or replacement part to the Consumer if the faulty product is shipped to the SBI's factory. SBI bears the risk of loss or damage while the equipment or component is in transit to the Consumer from SBI's service center, and the Consumer bears the risk of loss or damage while the equipment or component is in transit to the SBI service center.
- c) Upon receipt of replacement equipment or component, the Consumer has thirty (30) days to return the defective equipment or component to SBI for actual warranty determination. If the Consumer does not return the defective equipment or component within the prescribed time, the Consumer shall pay to SBI the list price of such equipment or component, plus applicable shipping. Such failure to return the equipment or component may at SBI's discretion, be grounds for termination of the warranty and/or suspension of any future advance exchange privileges until such outstanding defective equipment or component has been returned.
- d) All defective equipment or components replaced by SBI become the property of SBI.

7. WARRANTY EXCLUSIONS

To the full extent permitted by law, SBI does not warrant or guarantee, and is not responsible for:

- a) Defects, failures, damages or performance limitations caused in whole or in part by 1) Use of non-SBI parts in warranty repair, 2) welding on or of the hull or superstructure, 3) any alteration in the collar system, 4) any work performed on a fuel tank, 5) permanently attaching any structure to the deck, hull, and/or superstructure other than original equipment parts, and 6) creating holes, welding, or cutting into/on the deck, superstructure, or collar system. Any of these actions will void the Warranty of the altered system unless explicitly approved in writing by SBI.
- b) Effects and failures due to accident, collision, or impact, use of unsuitable parts or add-on items, use of unauthorized parts, shipping damage, neglect, negligence, normal wear and tear, and/or damage due to combat or warfare. SBI's sole obligation under this Express Limited Warranty shall be to repair any defective material or workmanship covered by this Express Limited Warranty.
- c) Moorage fees, dock fees, launch or recovery, crane services or hoisting.
- d) Alterations and modifications of any component of the vessel without first obtaining the written authorization of SBI.
- e) Tears, fading, discoloration, deterioration, damage, or mildewing of curtains, cushions, tops, headliners, cockpit, sole covers or other fabric or upholstered components.

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- f) Blistering, fading, chalking, or cracking of any paint, or metallic finish, minor cosmetic defects, and air voids.
- g) Electrolysis, galvanic corrosion, crevice corrosion or any other deterioration of underwater components. Any damage or deterioration to any metal surface (above or below the water line), including but not limited to painted metal or stainless-steel finishes or zinc anodes.
- h) Statements, advertising, or representations that estimate the speed, weight, fuel consumption and other performance characteristics of the vessel.
- i) Components repaired or replaced unless repaired or replaced in accordance with this warranty.
- j) Hull, superstructure, fuel tank, collar, or component failure or defects that are a result of abnormal wear and tear, climatic conditions, racing, rental, or charter use; abuse, misuse, intentional and/or negligent damage, overloading, modification, vandalism, lack of proper maintenance, accident, collision, or striking an object, fire, other casualty loss or docking damage.
- k) Cost of any repairs by a non-authorized service provider unless pre-approved by SBI.

8. LIMITATIONS OF WARRANTY

REPAIR OR REPLACEMENT OF THE WARRANTED COMPONENTS IDENTIFIED UNDER SECTION 2 OF THE WARRANTY SHALL BE AT SBI'S SOLE DISCRETION AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE CONSUMER.

ANY ORAL STATEMENT OR PRINTED ADVERTISING REGARDING ANY PERFORMANCE CHARACTERISTIC OF THE BOAT OR ITS COMPONENTS SHALL BE CONSIDERED AN ESTIMATE ONLY AND SHALL NOT BE RELIED UPON AS AN EXPRESS WARRANTY OR REPRESENTATION OR AS A BASIS OF THE BARGAIN FOR THE BOAT OR ITS COMPONENTS.

THE RIGHTS AND REMEDIES AVAILABLE UNDER THIS EXPRESS LIMITED WARRANTY ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. ALL SUCH IMPLIED WARRANTIES ARE SPECIFICALLY DISCLAIMED. NO BREACH OF WARRANTY SHALL BE CAUSE FOR CANCELLATION OR RESCISSION OF CONSUMER'S BOAT CONSTRUCTION AND PURCHASE AGREEMENT.

SAFE BOATS INTERNATIONAL, LLC

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SBI FURTHER DISCLAIMS ANY LIABILITY FOR ECONOMIC LOSS ARISING FROM CLAIMS OF PRODUCT FAILURE, NEGLIGENCE, DEFECTIVE DESIGN, MANUFACTURING DEFECT, FAILURE TO WARN AND/OR INSTRUCT, LACK OF SEAWORTHINESS, AND ANY OTHER THEORY OF LIABILITY NOT EXPRESSLY COVERED UNDER THE TERMS OF THIS LIMITED WARRANTY.

CONSUMER'S REMEDIES SHALL BE LIMITED AS STATED HEREIN AND SBI SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OR LOSSES RESULTING FROM DEFECTS.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO A PARTICULAR CONSUMER. THIS WARRANTY GIVES THE CONSUMER SPECIFIC LEGAL RIGHTS AND THE CONSUMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

9. WARRANTY TERRITORY

All warranty services shall be provided in those SBI approved facilities worldwide.

10. MISCELLANEOUS

SBI reserves the right to modify its boats through changes in design/material without incurring any responsibility to boat owners of similar or the same model manufactured at an earlier date. This warranty contains the entire warranty agreement of the Consumer and SBI. No prior representations, negotiations, or conversations shall supersede the contents of this warranty. SBI reserves the right to utilize reconditioned, refurbished, or repaired products or parts in the warranty repair or replacement process.

11. LIMITATIONS ON CLAIMS; APPLICABLE LAW AND VENUE FOR DISPUTE RESOLUTION

Any dispute or claim arising under this limited warranty or pertaining to the boat must be submitted to binding arbitration in accordance with Washington's Uniform Arbitration Act, RCWA 7.04A.010 et seq. Claims not brought within one (1) year from the occurrence of the facts giving rise to such claim, regardless of when it becomes known, shall be barred. Any arbitration brought by SBI, any Consumer or subsequent owner regarding any matter relative to this limited warranty or the boat shall be brought

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in the county where SBI's principal office is then located. In any such procedure, each party shall be solely responsible for their own costs and attorney's fees and the laws of the State of Washington shall apply to the exclusion of any conflicts of law statute or case law.

12.WARRANTY REGISTRATION AND TRANSFERABILITY

SBI includes with each new boat it manufactures a Product Registration Card that must be completed and returned to SBI within thirty (30) days after delivery of your new SBI boat. Federal law requires all boat manufacturers to maintain a record of all first retail purchasers and their current address for the purpose of notification in case of discovery of defective parts or equipment that create a substantial risk of personal injury to the public.

NO WARRANTY CLAIM WILL BE CONSIDERED, APPROVED OR PAID UNLESS THE PRODUCT REGISTRATION CARD IS COMPLETED AND RETURNED TO SBI AT THE ADDRESS NOTED BELOW WITHIN THIRTY (30) DAYS AFTER DELIVERY OF YOUR NEW SBI VESSEL. IN ADDITION, FAILURE TO RETURN THE PRODUCT REGISTRATION CARD TO SBI CONSTITUTES A WAIVER OF YOUR RIGHT TO RECEIVE NOTIFICATION OF DEFECT AND/OR REPAIR AT SBI'S EXPENSE IN THE FUTURE.

13.NOTICES

All notices herein shall be delivered by U.S. Mail; postage prepaid, to the Consumer at the address contained in SBI's database and to SBI at: 8800 SW Barney White Rd., Bremerton, Washington, 98312.

SAFE BOATS INTERNATIONAL, LLC

8800 SW BARNEY WHITE ROAD, BREMERTON, WA 98312 USA / SAFEBOATS.COM / PHONE 360.674.7161 / FAX 360.674.7149

PRODUCT REGISTRATION CARD

Hull I.D. # _____ Model _____ Year _____

Consumer's Name: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip code: _____

Email address: _____

Purchase date: _____ Delivery date: _____

Consumer's signature: _____ Date: _____

CONSUMER ACKNOWLEDGES RECEIPT OF THIS LIMITED WARRANTY AT THE
TIME OF DELIVERY, THAT HE/SHE HAS READ THIS LIMITED WARRANTY IN ITS
ENTIRETY AND UNDERSTANDS AND ACCEPTS ITS TERMS AND CONDITIONS.

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SAFE Boats International Purchase Order Check List

The following is a check list of items SAFE Boats International requires to process your order.

Your Purchase Order should include the following:

- Agency Name
- Purchase Order Number
- Date
- Bill To Address
- Ship To Address
- Dollar total matching the provided SAFE Boats International Quote
 - Please contact your Regional Sales Director regarding any changes you require to the quote
- Payment Terms
- Acceptance Location
- Requested Delivery Date
- Funds Expiration Date (if applicable)

If you are purchasing through GSA Contract:

- Please complete the GSA State & Local Customers Form provided and return with your Purchase Order

If you are providing any equipment (Customer Furnished Equipment, a.k.a. CFE) please complete the CFE Inventory Form provided and return with your Purchase Order.

- Please ship all CFE to the following:

SAFE Boats International
Attn: CFE
8800 SW Barney White Road
Bremerton, WA 98312
Phone: (360) 674-7161

- We request all CFE arrive at SAFE Boats within 30 days of our receipt of the Purchase Order
 - If you are unable to meet this timeline, please discuss with your Regional Sales Director
- Please make sure the package is clearly marked "CFE"

We appreciate your order and look forward to building your SAFE Boat!

SAFE BOATS INTERNATIONAL, LLC

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GSA State & Local Customers Form

STATE AND LOCAL GOVERNMENT CUSTOMERS

Multiple authorized programs allow state and local governments the eligibility to use GSA Schedules for select purchases, saving taxpayers money. There is no additional fees involved but there is an additional discount. The definitions of the organizations qualified for the use of these purchasing programs is listed at the end of this letter. Please fill in and return the last page by checking the box of the program you will be using and filling out the included table with your organizations information and that of the group that will be processing the order (Usually the same group that issues the Contract or Purchase Order). If you have any questions about whether you qualify or not please let us know and we would be happy to assist you.

General GSA Guidance

State and local government entities are encouraged to use GSA's Schedule Ordering Procedures to ensure the benefit of receiving the best value from GSA Schedule contractors, but may use whatever established competitive ordering procedures are needed to meet their state and local acquisition regulations.

For the Disaster Recovery and Cooperative Purchasing Programs

Ordering activities can include terms and conditions required by state or local statutes, ordinances, regulations, or orders. However, the additional terms and conditions must be included as a part of the Statement of Work (SOW) or the Statement of Objectives (SOO) and must not conflict with the terms and conditions of the GSA Schedule contract. *We can assist you with the incorporation of your required terms and conditions.*

AVAILABLE PROGRAMS

Cooperative Purchasing

GSA Cooperative Purchasing Program Page

State and local government entities may purchase firefighting and rescue equipment, law enforcement and security equipment, marine craft and related equipment, special purpose clothing, and related services from contracts awarded under GSA Federal Supply Schedule 84, Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose Clothing, Marine Craft, and Emergency/Disaster Response.

The Cooperative Purchasing Frequently Asked Questions (FAQs) provide information as to how the Disaster Recovery Purchasing Program actually works and the benefits it provides to Schedule contractors and state and local entities.



**COOP DISAST COUNTER
PURCH RECOV DRUG**

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Disaster Recovery Purchasing

[GSA Disaster Recovery Purchasing Program Page](#)

Under the Disaster Recovery Purchasing Program, state and local government entities may purchase a variety of products and services from contracts awarded under GSA Federal Supply Schedules

The [Disaster Recovery Purchasing Frequently Asked Questions \(FAQs\)](#) provide information as to how the Disaster Recovery Purchasing Program actually works and the benefits it provides to Schedule contractors and state and local entities

Public Health Emergencies Program

[GSA Public Health Emergencies Program Page](#)

When a Public Health Emergency (PHE) is declared, state, local, tribal and territorial governments can now benefit from the speed, savings, and ease of use of the Federal Supply Schedules. These eligible ordering entities are now authorized to access all Federal Supply Schedules for the purchase of supplies and services when expending federal grants funds in response to Public Health Emergencies (PHEs) declared by the Secretary of Health and Human Services under section 319 of the Public Health Services Act, codified at 42 U.S.C. § 247d.

1122 Counter-Drug Program

[GSA 1122 Program Page](#)

Section 1122 of the fiscal year 1994 National Defense Authorization Act established the authority for states and units of local government to purchase law enforcement equipment through federal procurement channels, provided that the equipment is used in the performance of counter-drug activities. The "1122 Program" affords state and local governments the opportunity to maximize their use of taxpayer dollars, by taking advantage of the purchasing power of the federal government to receive discounts commensurate with large volume purchases.

The governor of each state participating in the 1122 Program designates a [State Point of Contact \(SPOC\)](#) to administer the state's activities under the program, by validating the counter-drug mission of each procurement request, and ensuring the availability of funds. Contacting your SPOC is the first step to utilizing this program.



**COOP DISAST COUNTER
PURCH RECOV DRUG**

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Memo

To:	City of Norwalk Common Council, Health and Public Safety Committee
From:	Chief of Police James Walsh
CC:	
Re:	Common Council Purchase Authorization
Date:	July 5, 2024

The Police Department has received funding in the 2024/2025 Capital Budget for the purchase of four (4) BMW public safety motorcycles from MAX BMW Motor Cycles for \$29,216.49 apiece for a total cost of \$116,856.96 to replace our existing four Traffic Division motorcycles. The current fleet of (4) four motorcycles are ranging from 8-10 years old, and two have been involved in crashes and subsequently repaired. The current fleet has high mileage and in need of increasing maintenance as mileage and use increases. The Traffic Division of the department is the primary unit responsible for enforcement of traffic laws in the City of Norwalk. In 2023 the department issued a total of 8152 citations a significant increase from 2022 as we prioritize speed and aggressive driving in the City of Norwalk. At the halfway mark in 2024 the department has issued over 5500 traffic citations on a projection to eclipse last year's totals .

1. Authorize the purchasing agent, Sharon Connors to issue a purchasing order to MAX BMW the sole source provider of BMW Public safety motorcycles in Connecticut for the purchase of (4) four motorcycles not to exceed the amount of \$116,865.96 Account # 09233010-5777

MAX BMW

Motorcycles

June 26, 2024

Norwalk Police Department
Attn: Chief James Walsh
1 Monroe Street
Norwalk, CT 06854

Dear Chief Walsh,

Please note that MAX BMW Motorcycles is a BMW Motorcycle Dealership that has two (2) locations in the State of Connecticut at the below addresses:

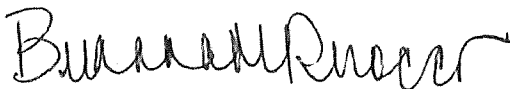
- MAX Cycles CT LLC, DBA MAX BMW Motorcycles 493 Danbury Road, New Milford, CT 06776
- MAX Cycles East CT LLC, DBA MAX BMW Motorcycles 1535 John Fitch Boulevard, South Windsor, CT 06074

Both above dealerships are owned by MAX CYCLES, Inc. and are the sole source for BMW Police Motorcycle Sales and Service in Connecticut.

The BMW R1250RTP's are priced by BMW at the GSA contract price.

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

Sincerely,



Brianna Ruocco
Operations Manager
MAX BMW Motorcycles
203.297.5600
brianna@maxbmw.com

CT LICENSE # N2757
**RETAIL PURCHASE ORDER
FOR MOTOR VEHICLE**

MAY BMW MOTORCYCLES OF CT
190 Danbury Rd
New Britain, CT 06053

Date 06/26/24 Stock No. _____

Email: _____ Salesperson _____

Purchaser's Name CITY OF NORWICH Home Phone (203) 724-3652 Business Phone _____

Address 125 EAST AVENUE City NORWICH State CT Zip 06251

Ident. No. _____ D.O.B. 06/26/24 S.S. No. 000-000-0000 Delivered On or About 06/26/24

☒ NEW ☐ USED ☐ DEMONSTRATOR 2024 BMW R1250RT (YEAR & MAKE) (MODEL) (CYL) Body Type MC Color BLK/WHITE Trim _____

THE MILEAGE AS SHOWN ON THE ODOMETER OF THE MOTOR VEHICLE TO BE PURCHASED IS: _____

CASH PRICE AT SELLER'S PLACE OF BUSINESS: 27,974.99

ACCESSORIES AND EXTRA EQUIPMENT: _____

VIN ETCH SERVICE (OPTIONAL) ☐ YES ☒ NO (INIT.) _____

Other Charges: ☐ Enter My Order for insurance as follows: CREDIT INSURANCE AGREEMENT: The purchase of Accident & Health & Credit Life Insurance is voluntary and not required for credit.

☐ Credit Life \$ _____ ☐ Accident & Health \$ _____

BUYER'S SIGNATURE _____

My Ins. Co. is _____

My Ins. I.D. No. is _____

Driver's License Number _____

TERMS OF WARRANTY

☒ THIS MOTOR VEHICLE NOT GUARANTEED BY MAY BMW MOTORCYCLES

THIS VEHICLE IS SUBJECT TO A LIMITED WARRANTY OF BMW of NORTH AMERICA

FOR 36000 MILES OR 36 MONTHS, WHICHEVER OCCURS FIRST, COPY GIVEN CLIENT.

☐ THIS MOTOR VEHICLE IS GUARANTEED For _____ Days or _____ miles whichever comes first. The retailer will pay 100% of the labor and 100% of the parts for the covered systems which renders the vehicle mechanically operational and sound during the warranty period. All work must be done in retailer's

☐ THIS VEHICLE IS NOT GUARANTEED

☐ "AS IS" THIS VEHICLE IS SOLD "AS IS". THIS MEANS THAT YOU WILL LOSE YOUR IMPLIED WARRANTIES. YOU WILL HAVE TO PAY FOR ANY REPAIRS NEEDED AFTER SALE. IF WE HAVE MADE ANY PROMISES TO YOU, THE LAW SAYS WE MUST KEEP THEM. EVEN IF WE SELL "AS IS". TO PROTECT YOURSELF, ASK US (1) TO PUT ALL PROMISES INTO WRITING AND (2) IF WE OFFER A WARRANTY ON THIS VEHICLE.

CUSTOMER SIGNATURE: _____

THIS MOTOR VEHICLE BEING PURCHASED IS A PREVIOUS ☐ RENTAL ☐ LEASE VEHICLE ☐ TAXI ☐ POLICE ☐ TRADE-IN ☐ AUCTION ☐ BUY ☐ OTHER _____ (init.)

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sales. Buyer's Guide Disclosure

LIEN

Payment Schedule, will be to

NUMBER OF PAYMENTS AMOUNT OF EACH PAYMENT WHEN PAYMENTS ARE DUE

1 Final \$25,474.99 DUE ON _____

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. A.P.R. 0.000 %

FINANCE CHARGE The dollar amount the credit will cost you. \$ 0.00

Amount Financed The amount of credit provided to you or on your behalf. \$ 25,474.99

Total of Payments The amount you will have paid after you have made all the payments as scheduled. \$ 25,474.99

Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 0.00 is \$ 25,474.99

I have read the terms and conditions on the back hereof and agree to them as a part of this order the same as if they were printed above my signature. The front and back hereof comprise the entire agreement affecting this order and no other agreement or understanding of any nature concerning same has been made or entered into. I hereby acknowledge receipt of a copy of this order, and certify that I am of legal age.

THIS ORDER IS NOT BINDING UNTIL SIGNED AND ACCEPTED BY DEALER

Purchaser's Signature: _____ and I have received a copy of this order _____ Date 06/26/24

Accepted By: _____

Authorized Signature _____ (Name and Title) Date 06/26/24

REORDER FORM # 103-4-C Rev 09/2009 **FINAL PAYMENT BANK OR CERTIFIED CHECK PLEASE**

* AUTO AD SALES, INC. (203) 878-1241

CT LICENSE # N2757
RETAIL PURCHASE ORDER
FOR MOTOR VEHICLE

MAX BMW MOTORCYCLES OF CT
493 Danbury Rd
New Milford, CT 06776

Date 08/10/23

Stock No. _____

Purchaser's Name CITY OF NORWICH

Email: _____

Home Phone (860) 335-4305

Business Phone _____

Address _____

City NORWICH

State CT

Zip 06251

☒ NEW ☐ USED

☐ DEMONSTRATOR

2024 BMW R1250RT

(MODEL)

(CYL)

Body Type MC

Color BLK/WHITE Trim _____

Ident. No. _____

D.O.B. _____

S.S. No. _____

Delivered On or About 08/10/23

FILL OUT THIS SECTION IF USED CAR OR TRUCK IS TO BE TRADED IN AS PART PAYMENT AND DO WARRANT THE TITLE THERE TO BE FREE AND CLEAR EXCEPT FOR THE UNPAID BALANCE AS SHOWN AND TO THE BEST OF MY KNOWLEDGE, I THE UNDERSIGNED, STATE THAT THE MILEAGE AS SHOWN ON THE ODOMETER IS THE ACTUAL MILEAGE WHICH THE CAR HAS DRIVEN

Make & Year 2024 BMW Model R1250RT

Used _____

Cyl _____

Body Type _____

Color _____

Title No _____

Ident. No. _____

Allowance \$ _____

Balanced Owed \$ _____

Net Allowance \$ _____

To Whom Owed _____

☐ NO INSURANCE IS INCLUDED IN THIS ORDER

OTHER CHARGES: ☐ Enter My Order for Insurance as follows:

CREDIT INSURANCE AGREEMENT: The purchase of Accident & Health & Credit Life Insurance is voluntary and not required for credit.

☐ Credit Life \$ _____

☐ Accident & Health \$ _____

BUYER'S SIGNATURE _____

My Ins. Co. is _____

My Ins. I.D. No. is _____

Driver's License Number _____

TERMS OF WARRANTY

☒ THIS MOTOR VEHICLE NOT GUARANTEED

BY MAX BMW MOTORCYCLES

THIS VEHICLE IS SUBJECT TO A LIMITED WARRANTY OF

2 BMW OF NORTH AMERICA

FOR 36000 MILES OR 36 MONTHS, WHICHEVER OCCURS FIRST, COPY GIVEN CLIENT.

☐ THIS MOTOR VEHICLE IS GUARANTEED For _____ Days

or _____ miles whichever comes first. The retailer will pay

100% of the labor and 100% of the parts for the covered systems

which renders the vehicle mechanically operational and sound

during the warranty period. All work must be done in retailer's

☐ THIS VEHICLE IS NOT GUARANTEED

☐ "AS IS" THIS VEHICLE IS SOLD "AS IS". THIS

MEANS THAT YOU WILL LOSE YOUR IMPLIED

WARRANTIES. YOU WILL HAVE TO PAY FOR ANY

REPAIRS NEEDED AFTER SALE. IF WE HAVE

MADE ANY PROMISES TO YOU, THE LAW SAYS

WE MUST KEEP THEM. EVEN IF WE SELL "AS IS".

TO PROTECT YOURSELF, ASK US (1) TO PUT ALL

PROMISES INTO WRITING AND (2) IF WE OFFER

A WARRANTY ON THIS VEHICLE.

CUSTOMER SIGNATURE: _____

THIS MOTOR VEHICLE BEING PURCHASED IS A PREVIOUS

☐ RENTAL ☐ LEASE VEHICLE ☐ TAXI ☐ POLICE

☐ TRADE-IN ☐ AUCTION ☐ BUY ☐ OTHER _____ (init.)

The information you see on the window form for this vehicle is part of this contract

Information on the window form overrides any contrary provisions in the contract of

sales Buyer's Guide Disclosure

LIEN

Payment Schedule, will be to

NUMBER OF PAYMENTS AMOUNT OF EACH PAYMENT WHEN PAYMENTS ARE DUE

MONTHLY BEGINNING

DUE ON

ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate.

A.P.R. _____ %

FINANCE CHARGE

The dollar amount the credit will cost you.

Amount Financed

The amount of credit provided to you or on your behalf

Total of Payments

The amount you will have paid after you have made all the payments as scheduled

Total Sale Price

The total cost of your purchase on credit, including your down payment of \$ _____

I have read the terms and conditions on the back hereof and agree to them as a part of this order the same as if they were printed above my signature

The front and back hereof comprise the entire agreement affecting this order and no other agreement or understanding of any nature concerning same

has been made or entered into. I hereby acknowledge receipt of a copy of this order, and certify that I am of legal age

THIS ORDER IS NOT BINDING UNTIL SIGNED AND ACCEPTED BY DEALER

Purchaser's Signature: _____
and I have received a copy of this order _____

Date 08/10/23

Accepted By: _____

Authorized Signature _____

(Name and Title) Date 08/10/23

REORDER FORM # 103-6-C

Rev. 09/2009

FINAL PAYMENT BANK OR CERTIFIED CHECK PLEASE

* AUTO AD SALES, INC. (203) 878-1241

MAX BMW MOTORCYCLES OF CT
491 Danbury Rd
New Britain, CT 06776

CT LICENSE # N2757
**RETAIL PURCHASE ORDER
FOR MOTOR VEHICLE**

Date 06/26/24 Stock No. _____

Email: _____ Salesperson _____
Home Phone (203) 854-3052 Business Phone _____

Purchaser's Name CITY OF NORWALK City NORWALK State CT Zip 06851
Address 125 EAST AVENUE

☒ NEW ☐ USED ☐ DEMONSTRATOR 2024 BMW R1250RT (YEAR & MAKE) (MODEL)
Body Type MC Color Blk/White Trim _____

Ident. No. _____ D.O.B. 00/00/00 S.S. No. 000-00-0000 Delivered On or About 06/26/24

FILL OUT THIS SECTION IF USED CAR OR TRUCK IS TO BE TRADED IN AS PART PAYMENT AND DO WARRANT THE TITLE THERETO TO BE FREE AND CLEAR EXCEPT FOR THE UNPAID BALANCE AS SHOWN AND TO THE BEST OF MY KNOWLEDGE THE UNDERSIGNED STATE THAT THE MILEAGE AS SHOWN ON THE ODOMETER IS THE ACTUAL MILEAGE WHICH THE CAR HAS DRIVEN

Make & Year 2013 BMW Model 1200RT
Used ☐ New ☐ Color White Title No. 1200RT

Ident. No. 00000000000000000000 Allowance \$ 0.00

Balanced Owed \$ _____ Net Allowance \$ _____

To Whom Owed _____

☐ NO INSURANCE IS INCLUDED IN THIS ORDER

OTHER CHARGES: ☐ Enter My Order for insurance as follows:

CREDIT INSURANCE AGREEMENT: The purchase of Accident & Health & Credit Life Insurance is voluntary and not required for credit.

☐ Credit Life \$ _____ ☐ Accident & Health \$ 0.00

BUYER'S SIGNATURE _____

My Ins Co is _____

My Ins I.D. No. is _____

Driver's License Number _____

TERMS OF WARRANTY

☒ THIS MOTOR VEHICLE NOT GUARANTEED

BY MAX BMW MOTORCYCLES

THIS VEHICLE IS SUBJECT TO A LIMITED WARRANTY OF

☒ BMW of NORTH AMERICA

FOR 36000 MILES OR 36 MONTHS, WHICHEVER OCCURS FIRST, COPY GIVEN CLIENT.

☐ THIS MOTOR VEHICLE IS GUARANTEED For _____ Days

or _____ miles whichever comes first. The retailer will pay

100% of the labor and 100% of the parts for the covered systems

which renders the vehicle mechanically operational and sound

during the warranty period. All work must be done in retailer's

☐ THIS VEHICLE IS NOT GUARANTEED

☐ "AS IS" THIS VEHICLE IS SOLD "AS IS". THIS

MEANS THAT YOU WILL LOSE YOUR IMPLIED

WARRANTIES. YOU WILL HAVE TO PAY FOR ANY

REPAIRS NEEDED AFTER SALE. IF WE HAVE

MADE ANY PROMISES TO YOU, THE LAW SAYS

WE MUST KEEP THEM. EVEN IF WE SELL "AS IS".

TO PROTECT YOURSELF, ASK US (1) TO PUT ALL

PROMISES INTO WRITING AND (2) IF WE OFFER

A WARRANTY ON THIS VEHICLE.

CUSTOMER SIGNATURE: _____

THIS MOTOR VEHICLE BEING PURCHASED IS A PREVIOUS

☐ RENTAL ☐ LEASE VEHICLE ☐ TAXI ☐ POLICE

☐ TRADE-IN ☐ AUCTION ☐ BUY ☐ OTHER (init.)

The information you see on the window form for this vehicle is part of this contract

Information on the window form overrides any contrary provisions in the contract of

sales. Buyer's Guide Disclosure

LIEN

Payment Schedule,

will be to

NUMBER OF PAYMENTS _____ AMOUNT OF EACH PAYMENT _____ WHEN PAYMENTS ARE DUE _____

MONTHLY BEGINNING _____

Final _____ DUE ON _____

ANNUAL PERCENTAGE RATE _____

The cost of your credit as a yearly rate _____

A.P.R. 0.000 % \$ 0.00

FINANCE CHARGE The dollar amount the credit will cost you. \$ 0.00

Amount Financed The amount of credit provided to you or on your behalf. \$ 23,474.99

Total of Payments The amount you will have paid after you have made all the payments as scheduled. \$ 23,474.99

Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 0.00

REORDER FORM # 103-6-C Rev 09/2009

THE MILEAGE AS SHOWN ON THE ODOMETER OF THE MOTOR VEHICLE TO BE PURCHASED IS: 0

CASH PRICE AT SELLER'S PLACE OF BUSINESS: 27,974.99

ACCESSORIES AND EXTRA EQUIPMENT: _____

VIN ETCH SERVICE (OPTIONAL)

☐ YES ☒ NO (INIT.) _____

CASH PRICE 27,974.99

Dealer Conveyance Fee This Fee Is Negotiable 0.00

The Dealer Conveyance Fee Is Not Payable To The State of CT.

SALES TAX 0.00

VEHICLE TAX 0.00

0.00

CT TRADE IN FEE PAYABLE TO CT 0.00

REG. TRANS TITLE LIEN 0.00 0.00 0.00 0.00

1. TOTAL CASH PRICE DELIVERED 27,974.99

2. DEPOSIT SUBMITTED WITH ORDER 0.00

ADDITIONAL DEPOSIT 0.00

NO REFUND OF DEPOSIT

NET TRADE ALLOW 0.00

CASH ON DELIVERY 0.00

TOTAL DOWN PAYMENT 5,500.00

3 UNPAID BALANCE OF CASH PRICE (1-2) 22,474.99

4. Credit Life Ins. 0.00

Accident & Health Ins. 0.00

Vendors Single Interest 0.00

0.00

PARTS AND ACCESS 1,000.00

TOTAL OTHER CHARGES 1,000.00

5. UNPAID BALANCE AMT. FIN. (3 + 4) 23,474.99

I have read the terms and conditions on the back hereof and agree to them as a part of this order the same as if they were printed above my signature. The front and back hereof comprise the entire agreement affecting this order and no other agreement or understanding of any nature concerning same has been made or entered into. I hereby acknowledge receipt of a copy of this order, and certify that I am of legal age.

THIS ORDER IS NOT BINDING UNTIL SIGNED AND ACCEPTED BY DEALER

Purchaser's Signature: _____ Date 06/26/24

Accepted By: _____

Authorized Signature _____ (Name and Title) Date 06/26/24

REORDER FORM # 103-6-C **FINAL PAYMENT BANK OR CERTIFIED CHECK PLEASE** * AUTO AD SALES, INC. (203) 878-1241

06/26/20

tsu11@cam.ac.uk; tsk1@cam.ac.uk

Salesperson (703) 854-3052 Business
Phone

Ident.	(YEAR & MAKE)	(MODEL)	(CYL)	(COLOR)	Delivered
No.			D.O.B.	S.S. No.	On or About
			09/12/1965	09-29-1965-090993	05/26/72

THE MILEAGE AS SHOWN ON THE ODOMETER
OF THE MOTOR VEHICLE TO BE PURCHASED IS:

CASH PRICE AT SELLER'S PLACE OF BUSINESS:	27,974.94	
---	-----------	--

ACCESSORIES AND EXTRA EQUIPMENT:		
----------------------------------	--	--

VIN ETCH SERVICE (OPTIONAL)		
XX		

☐ YES	☐ NO	(INIT.)	

19 60	19 60

CASH PRICE	27,079.00
------------	-----------

Dealer Conveyance Fee This Fee Is Negotiable

SALES TAX		00.00
-----------	--	-------

SALES TAX	\$1.00
VEHICLE TAX	\$1.00

	61.00
CT TRADE IN FEE PAYABLE TO CT	0.00

REG.	TRANS	TITLE	LIEN				
10			12-01		01-1000		01-1000

[illegible]

1. TOTAL CASH PRICE DELIVERED		
2	DEPOSIT SUBMITTED WITH ORDER	(b) - (b)(7)

2.	WITH ORDER	
	ADDITIONAL DEPOSIT	0.00

CASH DOWN PAYMENT AND	NO REFUND OF DEPOSIT	
	NET TRADE ALLOW	1.500.000

ALLOWANCES	NET TRADE ALLOW	0,000,000
	CASH ON DELIVERY	0,000

TOTAL DOWN PAYMENT	6,500.00
3. UNPAID BALANCE OF CASH PRICE (1.2)	21,474.00

Credit Life Ins.		0.00
------------------	--	------

4.	Accident & Health Ins	7.00
----	-----------------------	------

OTHER CHARGES	Vendors Single Interest	(1) (22)
		(1) (22)

	PARTS AND ACCESSORIES	1,000.00	
--	-----------------------	----------	--

TOTAL OTHER CHARGES	1,000.00	
5. UNPAID BALANCE AMT. END. 12/31/00		

3. UNPAID BALANCE AMT. FIN. (3 + 4)		22,414.99
Total of Payments		Total Sale Price

The amount you will have paid after you have made all the	The total cost of your purchase on credit, including your down
--	---

payments as scheduled.
22,474.99

payment of \$4.99 is.

as a part of this order the same as if they were printed above my signature
or and no other agreement or understanding of any nature concerning same

SIGNED AND ACCEPTED BY DEALER

Date 06/26/24

06/26/24

____ (Name and Title) Date _____
CERTIFIED CHECK PLEASE * AUTO AD SALES, INC (203) 878-1241

ADDITIONAL TERMS OF AGREEMENT

"I", "me", "Consumer" and "Buyer" refer to the Purchaser. "You" "your" and "Dealer" refer to the Seller.

I agree this order is subject to the following terms:

1. I understand that: no guarantee should be implied that the vehicle is merchantable or fit for any special purpose; you do not authorize any other person to assume any liability for you. Any verbal promise is void unless it is in writing and signed by a selected person of the dealer and incorporated into the order.
2. In case this order is for a used motor vehicle: I understand that there is no guarantee (unless it is written on the face of this order). The mileage shown on the speedometer is not guaranteed or assumed to be correct. The express warranty on vehicle being purchased will be voided from damages resulting from an automobile accident or from misuse of the used motor vehicle by the consumer. Consumer warranty period will be extended by any time period during which the used motor vehicle is in the possession of the dealer or his authorized agent for the purpose of repairing the used motor vehicle under the terms and obligations of the expressed warranty.
3. In case this order is for a new vehicle: I understand that it is subject to your ability to get delivery from the manufacturer; I agree to pay any increase in price made by the manufacturer at any time before the date of delivery; I agree to pay any and all taxes (State and Federal Excise and Sales Taxes) which are or may be imposed on this sale by State or Federal Governments.
4. a. If part of the purchase price is covered by a vehicle to be turned in, I agree to deliver the vehicle to you when I sign this order. If you loan back this vehicle to me (pending delivery of the new vehicle) I agree that you may re-appraise the allowance made for the turned in vehicle (as stated on the face of this order) at the time I deliver the trade-in vehicle to you I agree to give you satisfactory proof that I own the vehicle and to sign a mileage certification statement for the trade-in vehicle. I warrant (guarantee) (a) that there are no liens or encumbrances on the trade-in vehicle except as shown on the face of this agreement; (b) that the trade-in does not have a welded or bent frame and that the motor block is not cracked, welded or repaired; (c) that the vehicle has not been flood damaged or declared a total loss for insurance purposes; and (d) that the emission controls have not been removed or tampered with.

Emissions Control:

- b. In accordance with Connecticut Public Act 79-238 Motor Vehicle Emissions Sec.2(a) No person shall fail to maintain in good working order or remove, dismantle or otherwise cause to be inoperative any equipment or feature constituting an operational element of the air pollution control system or mechanism of a motor vehicle required by regulations of the commissioner of environmental protection to be maintained or on the vehicle.
- c. Consumer is responsible for any repairs to emission control system to conform to emissions standards.
5. If this order is for a new vehicle which you do not have in stock when the order is placed, and you are not able to provide it within 120 days of the specified delivery date then I may cancel this order at any time after I give you 10 days notice (during which you may still deliver the vehicle). If I do cancel the order as above, I shall be entitled to the return of any deposits in cash which I have made. If the deposit has been on a trade-in vehicle, I shall be entitled to its return if it has not been sold. If the deposited vehicle is returned, I agree to pay storage cost and any sums spent to recondition it. If the deposited vehicle has been sold, you may pay me its sale price less 20 per cent and less the cost of reconditioning.
6. I agree to accept and pay for the vehicle within five days after I am notified that it is ready for delivery. If part of the purchase price is to be financed, I agree to execute such forms of note and conditional bill of sale which you shall provide. You shall have the right to demand payment of the balance in cash if my credit is not approved.
7. If I do not accept delivery of the vehicle within 5 days, (after I have been notified that it is ready for delivery): I will forfeit any deposit previously made on this order (whether by cash or trade-in vehicle); you may retain such deposit which will then (at your option) constitute liquidated damages for my breach of this contract.
8. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.
9. This order is not transferable.

Norwalk Police Department Administration

Memo

To: Common Council, Health and Public Safety Committee

From: Chief James Walsh

Date: July 5, 2024

Re: Common Council Authorizations

The Police Department has received funding for new marked police utility vehicles in the 2024/ 2025 Capital Budget. The purchase is within City purchasing guidelines as the vehicles are under state contract pricing. The quote from Sullivans Northwest Hills is for ten (10) Chevy Police package utility vehicles. The per unit price is \$53,736.00 for a total of \$ 537,360.00. This is an annual purchase to maintain the safety, readiness, and dependability of our fleet. State Contract pricing -19PSX0161

The Police Department is also requesting to purchase two (2) Chevy Police Electric Vehicle package vehicles for \$57,055.99 apiece for a total cost of \$114,111.76. These fully electric vehicles will enhance the City of Norwalk's goal of using fleet vehicles that are powered by renewable energies. These vehicles will be used by our School Resource Officers assigned to each high school. State of Connecticut contract pricing -24PSX0110

The Purchasing department submitted an RFP for the up-fit of our police utility vehicles in 2022. The committee reviewed and interviewed three vendors and selected Fleet Auto which had the lowest-priced submission. At that time, we entered a three-year agreement with Fleet Auto with two optional one-year renewals. The cost to upfit these 12 vehicles is \$266,724.00

1. Authorize the purchasing agent, Sharon Connors to issue a purchase order to Sullivans Northwest Hills for the purchase of ten 2024 Chevy Police package Utility vehicles under State of Connecticut Government pricing for a total not to exceed \$537,360.00. Account#09243010-5777, 09253010-5777 (State Contract pricing -19PSX0161)
2. Authorize the purchasing agent, Sharon Connors to issue a purchase order to Sullivans Northwest Hills for the purchase of two (2) Chevy Police package fully electric police package vehicles. Account # 09243010-5777, 09253010-5777 (State of Connecticut contract pricing - 24PSX0110)
3. Authorize the purchasing agent, Sharon Connors to issue a purchase order to Fleet Auto Supply, LLC for emergency lighting and upfit for ten Police utility vehicles, and two Chevy fully electric Police Package vehicles for an amount not to exceed \$284.000. Account # 09243010-5777,09253010-5777

Northwest Hills Automotive, LLC
2065 East Main Street
Torrington, CT 06790
www.northwesthillsdealerships.com
(203)528-6674

Sullivan's
NORTHWEST HILLS

Quote #: 07/05/2024

Prepared For: NORWALK PD

State Contract Award #: 19PSX0161

BASE BID MODEL DESCRIPTION		
Make	Model Year	
CHEVROLET	2024	BALAVER EV PPV

Base Warranty 36Mos 360000 Miles
Powertrain Warranty 5yr 100000 miles

Base Contract Price	\$56,703.00
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Vehicle to include all manufacturers standard and optional equipment as described in the original bid specifications plus the following options:

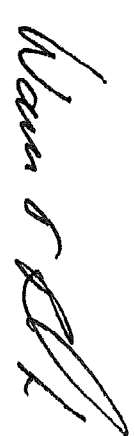
[illegible]

Item #		MFR	Discount	Description	After Market Options			QTY	List Price	State Discount (\$)	Net Amount (\$)
1				Labor					\$ -	-	0.00
2				Labor					\$ -	-	0.00
3				Labor					\$ -	-	0.00
4				Labor					\$ -	-	0.00
5				Labor					\$ -	-	0.00
6				Labor					\$ -	-	0.00
Labor											
Parts Accessories and Labor											
Connecticut Motor Vehicle Fees											
Total Standard, Optional, and Aftermarket Equipment : each \$ \$57,055.88											
Units: 2 Total: \$114,111.76											
Name: QTY Exterior Interior											
FIN Code: 2 BLACK											
VIN:											
Warren Ford Signature 07/05/2024 Date											



Base Warranty 36Mos 360000 Miles
Powertrain Warranty 5yr 100000 miles

[illegible]

Item #		MFR	Discount	Description	QTY	List Price	State Discount (\$)	Net Amount (\$)
1	GMPP			5YR 100000 BUMPER TO BUMPER		\$ 3,270.00	\$ -	3,270.00
				NO DEDUCTIBLE				0.00
2				Labor			\$ -	0.00
3				Labor			\$ -	0.00
4				Labor			\$ -	0.00
5				Labor			\$ -	0.00
6				Labor			\$ -	0.00
				Labor			\$ -	0.00
				Parts Accessories and Labor				3,270.00
				Connecticut Motor Vehicle Fees				
				Total Standard, Optional, and Aftermarket Equipment : each \$				\$53,736.00
				Units: 10		Total:		\$537,360.00
Name:				QTY		Exterior	Interior	
FIN Code:				1	BLACK	BLACK		
VIN:								
								
Signature _____						Date 10/27/2023 _____		

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST:

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

July 18, 2024

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST:

Deanna D'Amore, Health Department

SECTION ON AGENDA WHERE ITEM IS TO APPEAR:

Community Services

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

Community Services on 7/17/24

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

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

1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from Ledge Light Health District in the amount of \$50,115 per year for the period beginning July 1, 2024 through June 30, 2029 for public health emergency preparedness.

1b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the public health emergency preparedness grant for the period beginning July 1, 2024 through June 30, 2029.

2a. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Flourish and Thrive Labs, LLC in an amount not to exceed \$15,000 (from grant account number 3520-93-5258) for HIPAA consultation services.

2b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with Flourish and Thrive Labs, LLC for HIPAA consultation services.

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

EFFECTIVE DATE OF ACTION (if applicable):



Signature of Person Making Request

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



CITY OF NORWALK
Norwalk Health Department

To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: Public Health Emergency Preparedness Grant
Date: July 2, 2024

Public Health Emergency Preparedness Grant

Ledge Light Health District is renewing our contract for providing public health emergency preparedness activities for the period beginning July 1, 2024 through June 30, 2029. Ledge Light Health District is serving as the fiduciary agent for our region as they hold the main contract with the Connecticut Department of Public Health for Region 1. Ledge Light is managing the subcontracts with the individual health departments and districts in our region.

We are requesting the following authorizations:

- 1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from Ledge Light Health District in the amount of \$50,115 per year for the period beginning July 1, 2024 through June 30, 2029 for public health emergency preparedness.
- 1b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the public health emergency preparedness grant for the period beginning July 1, 2024 through June 30, 2029.

We utilize the grant to fund our part-time Preparedness Coordinator and our part-time Emergency Response Team Coordinator.



To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: HIPAA Consultant
Date: July 6, 2024

The Health Department is required to comply with many different regulatory requirements related to health information privacy, including the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). As part of our ongoing improvement efforts, we want to utilize grant funding to support consultation services to better enhance our ability to comply with these complicated federal regulations. The first part of this initiative will be to create a Hybrid Entity, which will allow us to separate functions within our department that will fall under HIPAA and those that will not. After meeting with several different companies and gathering quotes, we would like to work with Flourish and Thrive Labs, LLC, which has an extensive background in public health practice and governmental public health.

We request approval for the following authorization:

- 2a. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Flourish and Thrive Labs, LLC in an amount not to exceed \$15,000 (from grant account number 3520-93-5258) for HIPAA consultation services.
- 2b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with Flourish and Thrive Labs, LLC for HIPAA consultation services.

Additional Information on HIPAA Hybrid Entity:

- <https://www.networkforphl.org/wp-content/uploads/2019/02/Hybrid-Entity-FAQs-updated-link.pdf>
- <https://www.networkforphl.org/wp-content/uploads/2020/01/Becoming-a-Hybrid-Entity-As-Defined-by-the-HIPAA-Privacy-Rule-4-23.pdf>

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST:

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

July 18, 2024

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST:

Lamond Daniels, Community Services Department

SECTION ON AGENDA WHERE ITEM IS TO APPEAR:

Community Services

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

Community Services on 7/17/24

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

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

Authorize the Mayor, Harry W. Rilling, to execute any and all documents or amendments as may be necessary to disburse the noncompetitive procurement funding to The Norwalk Partnership to support the development and execution of the community youth mental health gap analysis in the amount of \$15,000. Positive Directions - The Center for Prevention & Counseling is the fiduciary for TNP. Account No. 012010-5A0620.

Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to extend the agreement(s) by which the City sub-grants the Child Day Care Contract grant funds it receives from the State of Connecticut, Office of Early Childhood for State Fiscal Year 2025 with the following child care providers: Odyssey Learning, Inc., Trinity CDC, Inc., Stepping Stones Museum for Children, Inc., Connecticut Institute for Communities, Inc., and Growing Seeds Too Child Development Center, Inc.

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

EFFECTIVE DATE OF ACTION (if applicable):



Signature of Person Making Request

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

Amended 4/13/84



CITY OF NORWALK

Lamond Daniels, LCSW, MPA

Chief of Community Services

125 East Avenue, Room #202

Norwalk, CT 06856

Office: (203) 854-7718

Mobile: (475) 459-8532

NorwalkCT.gov/1898/Community-Services

ldaniels@norwalkct.gov

MEMO

To: Nicol Ayers, Chair of the Community Services Committee, Common Council, and members of the Committee

From: Lamond Daniels, Chief of Community Services

Date: July 17, 2024

Subject: Noncompetitive Procurement Funding to The Norwalk Partnership

Purpose: This document outlines the purpose and rationale for the noncompetitive procurement funding request of \$15,000 to The Norwalk Partnership (TNP), Norwalk's Prevention Coalition.

Background: The Norwalk Partnership, the designated state-recognized Local Prevention Council (LPC) for the City of Norwalk, is a community coalition of members and organizations dedicated to preventing substance misuse and promoting mental wellness among Norwalk youth and young adults. With a long-standing history and presence in this work for decades, TNP has demonstrated a significant impact on our community through various initiatives aimed at improving youth mental health and well-being.

Key Achievements: TNP's efforts have yielded numerous positive outcomes, including but not limited to:

- Conducting comprehensive youth and community surveys to identify needs and coordinate responses.
- Implementing new mental health and LGBTQ trainings and resources for school staff and students.
- Establishing an active youth coalition for peer education and awareness.
- Partnering with Norwalk ACTS to host a Day of Training for youth-serving providers.
- Providing targeted trainings for youth and health teachers.

Funding Justification: The proposed funding of \$15,000 will enable TNP to conduct a comprehensive community youth mental health gap analysis for the City of Norwalk. This analysis is crucial as it will form the basis for seeking additional funding from private, state, and federal grant opportunities. The gap analysis will help identify critical barriers and needs within the community, such as:

- **Funding:** Ensuring adequate financial resources to sustain and expand mental health services and initiatives.
- **Timely Access for Services:** Improving access to services in a timely manner for effective intervention and support.
- **Professional Workforce Shortage:** Addressing the shortage of mental health professionals, including LCSWs and psychiatrists, to enhance service delivery.
- **Data Sharing Capability:** Enhancing data sharing capabilities to reduce duplication of care and improve service delivery efficacy.

By identifying these barriers, the gap analysis will guide key stakeholders to collectively advocate for and secure additional funding to address these needs, ensuring the continued provision of essential services and support to our youth. Critical key partners, including Silver Hill Hospital, Norwalk Community Health Center, Norwalk ACTS, and Norwalk Public Schools, will help guide the TNP team in executing a comprehensive and useful document that will outline Norwalk's specific needs. The city's contribution, though minimal, is impactful, providing a significant opportunity to secure additional resources and enhance our capacity to serve youth city-wide. This collaborative effort is essential for increasing funding and addressing the mental health needs of our youth throughout the city.

Project Timeline: The goal is to begin the gap analysis immediately upon approval by the Council, with the completion of the document by August 30, 2024. This will allow us to engage identified private, state, and federal funding opportunities immediately thereafter.

Funding Availability: Funding for this request is available in Account # 012010-5A0620.

Conclusion: Given TNP's proven track record of conducting comprehensive youth and community surveys to identify needs and coordinate responses, their existing knowledge of mental health resources, and this esteemed group's ability to strategically initiate state and federal conversations, I request your approval for the noncompetitive procurement funding of \$15,000. This investment will enable the completion of the community youth mental health gap analysis, which is vital for seeking further funding and enhancing mental health services in Norwalk.

Action Requested: Authorize the Mayor, Harry W. Rilling, to execute any and all documents or amendments as may be necessary to disburse the noncompetitive procurement funding to The Norwalk Partnership to support the development and execution of the community youth mental health gap analysis in the amount of \$15,000. Positive Directions - The Center for Prevention & Counseling is the fiduciary for TNP. Account No. 012010-5A0620.

Explanation of Costs:
This breakdown is meant to illustrate and show how funds will be used. Each category represents a crucial component of the gap analysis process:
• Planning and Coordination: Covers costs associated with initial stakeholder meetings and project planning efforts.
• Data Collection: Includes expenses for designing and distributing surveys, conducting focus groups, and reviewing existing data.
• Analysis: Allocates funds for the statistical and thematic analysis of collected data and the needs assessment.
• Reporting: Encompasses the drafting, reviewing, and finalizing of the comprehensive report, incorporating stakeholder feedback.
• Dissemination and Advocacy: Supports the creation of presentations and the development of a strategy to secure additional funding.
• Initial Grant Seeking Opportunities: Funds the initial efforts to identify and pursue relevant grant opportunities with the support and facilitation of key stakeholders.



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 7/11/24

DEPARTMENT: Community Services

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

Check One:

☐	1	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	2	After solicitation of several sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☐	3	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	4	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote, and the contract/agreement number)
☐	5	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
☒	6	Other, please explain: The Norwalk Partnership is uniquely qualified due to its deep expertise, proven track record, established local relationships, and ability to efficiently complete the project.

TOTAL COST: \$15,000 MUNIS Account: 012010-5A0620.

VENDOR: The Norwalk Partnership. Positive Directions - The Center for Prevention & Counseling is the fiduciary for TNP

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Sharon Connors Digitally signed by Sharon Connors Date: 2024.07.15 16:22:35 -04'00	☒	Supports	<i>Lamond Daniels</i>
	☐	Does Not Support	Department Head Name
	☐	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Lamond Daniels, LCSW, MPA Date 7/11/24

JUSTIFICATION:

I am requesting noncompetitive procurement approval for the allocation of \$15,000 to The Norwalk Partnership (TNP) for the development and execution of a community youth mental health gap analysis. The rationale for this request is based on the unique qualifications and proven track record of TNP in addressing youth mental health issues in Norwalk. Below are the key reasons supporting this request:

1. **Unique Expertise and Experience:** The Norwalk Partnership is the designated state-recognized Local Prevention Council (LPC) for the City of Norwalk. They have a long-standing history and presence in the community, with deep expertise in preventing substance misuse and promoting mental wellness among Norwalk youth and young adults. Their unique understanding of the local context and needs makes them the most qualified organization to conduct this gap analysis.
2. **Proven Track Record:** TNP has demonstrated significant impact through various initiatives aimed at improving youth mental health and well-being. They have successfully conducted comprehensive youth and community surveys, implemented mental health and LGBTQ trainings, established a youth coalition, and partnered with key local organizations. Their previous work provides a strong foundation for the proposed gap analysis.
3. **Established Relationships with Key Stakeholders:** TNP has established strong collaborative relationships with critical partners, including Silver Hill Hospital, Norwalk Community Health Center, Norwalk ACTS, and Norwalk Public Schools. These partnerships are essential for the successful execution of the gap analysis and subsequent funding efforts. Engaging a different entity would disrupt these established relationships and potentially compromise the quality and effectiveness of the analysis.
4. **Efficiency and Timeliness:** Given TNP's existing infrastructure and experience, they can initiate and complete the gap analysis more efficiently. This is crucial for engaging with identified private, state, and federal funding prospects.
5. **Continuity and Consistency:** Utilizing TNP ensures continuity and consistency in data collection, analysis, and reporting. Their familiarity with previous surveys and data will enable a seamless integration of new findings, resulting in a comprehensive and cohesive gap analysis.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



TO: Community Services Committee
FROM: Mary Oster, Early Childhood Coordinator
SUBJECT: State Contract (Child Daycare Funding) 20OECDC01NWK
CONTRACT PERIOD: 7/1/2024-6/30/2025
CONTRACT AMOUNT: \$1,874,500.50

DATE: July 17, 2024

Action to be taken:

Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to extend the agreement(s) by which the City sub-grants the Child Day Care Contract grant funds it receives from the State of Connecticut, Office of Early Childhood for State Fiscal Year 2025 with the following child care providers: Odyssey Learning, Inc., Trinity CDC, Inc., Stepping Stones Museum for Children, Inc., Connecticut Institute for Communities, Inc., and Growing Seeds Too Child Development Center, Inc.

Norwalk Child Daycare Contract Funding

Child Day Care programs provide early care and education to infants, toddlers, and preschoolers who meet certain eligibility requirements, including falling below 75% of the state median income. These programs are located in various towns and cities across Connecticut. Section 8-210 of the Connecticut General Statutes (C.G.S.) specifies that the purpose of this funding is for the development and operation of child day care centers for children disadvantaged by reasons of economic, social or environmental conditions pursuant.

The services provided through the Child Day Care Contracts are supported through state funds. Enrollment is conducted at individual programs.

The Child Daycare Contract funds full day, full year infant, toddler, preschool and toddler wrap-around care in the Norwalk programs listed below.

Program	# children	Slot type
Growing Seeds Too Child Development Center-Ben Franklin	16 43	Toddler Preschool
Growing Seeds Child Development Center-Trinity	8	Toddler
Stepping Stones Museum for Children, Inc.	3	Toddler
Maritime Odyssey Learning, Inc.	60	Infant/Toddler
Connecticut Institute for Communities, Inc. (Head Start provider)	43	Toddler Wrap (extends the day for working families)

Child Daycare Contract funded programs:

- Must be National Association for the Education of Young Children (NAEYC) accredited within 3 years of funding and remain accredited throughout funding.
- Must be licensed by the Connecticut Office of Early Childhood (OEC)
- Follow all OEC requirements and policies.
- Submit monthly program status reports to the OEC's online ECE Reporter system. These are approved by city's Early Childhood Coordinator.
- Receive twice-yearly monitoring visits to check child records for family eligibility by the City's Early Childhood Coordinator.
- Each funded classroom teacher is observed by the City's Early Childhood Coordinator using the CLASS monitoring tool.
- Receives periodic walk-through visits by City's Early Childhood Coordinator.