

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

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I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Special Meeting: May 13, 2024
Regular Meeting: May 14, 2024

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

APPOINTMENTS: Ronald J. Palladino, Police Commission
Kathleen Olsen, Zoning Board of Appeals, Alternate
Janay Sylvester, Arts and Culture Commission
Diana Lenkowsky, Planning and Zoning, Alternate

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Settlement: Francesca Kurkjian File No. A37774
EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. Authorize the Department of Public Works to have Eversource Electric to install four (4) new poles and the associated wire for four (4) new street lights on the north side of Cossitt Road to the intersection of Scribner Avenue within the City Right-of-Way in accordance with the attached plan, at an approximate one-time cost of \$10,000.00, to be paid for from Account No. 0140 21-5241.
2. Authorize the Department of Public Works to have Eversource Electric to install four (4) new poles and the associated wire for four (4) new street lights on the north side of Cossitt Road to the intersection of Scribner Avenue within the City Right-of-Way in accordance with the attached plan, at an approximate cost of \$100.00 per month, to be paid for from Account No. 0140 21-5241.
3. Authorize, the Mayor Harry W. Rilling, to execute a Contract with First Due Fire Department Records Management Software for a total not to exceed \$48,040.00. (Acct. # 011370-5742)
4. Authorize Mayor Harry W. Rilling to execute any and all documents and agreements necessary to accept grant funding under the Department of Justice, The Justice Education Center, Inc., FY22 Project Safe Neighborhoods Grant.
5. Authorize Chief of Police James Walsh to execute any and all documents and agreements as may be necessary to implement the Department of Justice, The Justice Education Center, Inc., FY22 Project Safe Neighborhoods Grant.

B. FINANCE AND CLAIMS

1. Accept and Approve the Report of the Claims Committee Dated: May 2024
2. For informational purposes only: Narrative on Tax Collection Dated: May 2024
3. For informational purposes only: Monthly Tax Collector's Reports Dated: April 2024
4. Approve FY 2024-2025 Water Pollution Authority Budget.
5. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with the Norwalk Housing Authority, Sound Communities, Inc. and SC Meadow LLC for the abatement of real property taxes pursuant to C.G.S. § 8-215 and Norwalk Code 58-1 et. seq. at a rate of five percent (5%) of the aggregate rents collected with respect to

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**MAY 28, 2024
COUNCIL CHAMBERS**

the Meadow Gardens affordable housing development excluding any rental assistance subsidies, and reduced by direct costs of utilities and trash payments paid by the Developer for such fiscal year for the following Term: (i) sixteen (16) years from the date of completion of the project as reflected by the issuance of the first certificate of occupancy or temporary certificate of occupancy for the last unit in the project, or (ii) eighteen (18) years from the date when all parties have signed the Agreement, whichever shall occur first.

C. ORDINANCE COMMITTEE

1. Approve revisions to Chapter 61A – Leaf Blowers, Section 4 – Required Safety Features of the Use of Leaf Blowers
2. Approve revisions to Chapter 9 – Article IX, Section 9-27 – The Reapportionment Advisory Committee: Appointment Date – 2024 Transition Provision

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

POLICE COMMISSION	M/C	Norwalk Code 1-297
Ronald J. Paladino (R)		Term Expires – 11/18/2025
14 Redcoat Road Norwalk, CT 06850		
ZONING BOARD OF APPEALS	M/C	Norwalk Code 116
Kathleen Olsen (D)		Term Expires – 11/11/2025
38 Shorefront Park Norwalk, CT 06854		
ARTS AND CULTURE COMMISSION	M/C	Norwalk Code 17A
Janay Sylvester (D)		Term Expires – 07/01/2025
230 East Avenue Norwalk, CT 06855		
PLANNING AND ZONING COMMISSION	M/C	Norwalk Code 79
Diana Lenkowsky (D)		Term Expires – 01/01/2026
31 Cannon Street Norwalk, CT 06851		Alternate District C



I. **CALL TO ORDER**

Ms. Niedzielski Eichner opened the workshop at 5:00 p.m. She said roll call will not be taken.

III. **INFORMATIONAL WORKSHOP**

A. Information workshop with representatives of the taxing districts for the purpose of sharing, acquiring and providing information pertaining to potential clarification and streamlining of part 2, article xii of the city's charter with respect to the treatment of the taxing districts (as was done for part 1 in 2023). No votes or decisions will be taken during this meeting.

Ms. Niedzielski Eichner explained that Mr. Mednick would be leading the discussion.

Mr. Mednick gave an overview of the recent charter revision and said nothing structural was changed; they tried to create an organized document for members of the public. He said during the last charter revision process they were very protective of the role of the taxing districts. Mr. Mednick said as they begin this process, they need to figure out what they can do to improve the language structure of the documents without losing the power of the taxing districts.

Ms. Niedzielski Eichner opened the workshop to questions from taxing district representatives.

Questions were brought forwarded by representatives of the first, second and third taxing districts.

Mr. Barber, General Manager of the Third Taxing District said they have the authority to change their charter. Mr. Mednick asked to see where in their Charter that is and asked that their District attorney provide that information.

A discussion ensued and Mr. Mednick noted that the reason for this meeting was to respect the autonomy of the taxing districts. He added that the earlier they can determine the legal ability to change the structure the better off they will be. He encouraged all taxing districts to talk to their attorneys.

Ms. Niedzielski Eichner said they hope to appoint the members of the Charter Revision Commission in September. Once it is up and running, they will hold a public hearing. Between now then it was suggested that the taxing districts come up with a reasonable approach they would like to take. In addition, it was strongly suggested creating a sub-committee to work with the taxing districts.

Mr. Mednick asked to hear from each district's legal counsel as soon as possible.

Mr. Burnett suggested calling the Roll for historical purposes.

Ms. Dixon called the Roll:

Council at Large:	Mr. Gregory Burnett Ms. Barbara Smyth	Ms. Nora Niedzielski Eichner
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District A:	Mr. Jalin Sead
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District B:	Ms. Darlene Young
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District C:	Ms. Jenn McMurrer	Ms. Melissa Murray
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District D:	Ms. Heather Dunn	Mr. Doug Sutton
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District E:	Mr. James Frayer	Ms. Lisa Shanahan
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There were eleven (11) Common Councilmembers present and four (4) absent (Mr. Goldstein, Mr. Lopez, Ms. Ayers and Mr. Wiggins).

Also present were City Clerk, Irene Dixon and Attorney Steven Melnick.

IV. ADJOURNMENT

There was no further discussion and the workshop closed at 5:44 p.m.

ATTEST: _____
Irene Dixon, City Clerk

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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.

Ms. Dixon called the Roll:

Council at Large:	Mr. Gregory Burnett	Mr. Joshua Goldstein
	Ms. Nora Niedzielski Eichner	Ms. Barbara Smyth
District A:	Ms. Nicol Ayers	Mr. Jalin Sead
District B:	Mr. Dajuan Wiggins	Ms. Darlene Young

District C:	Ms. Jenn McMurrer	Ms. Melissa Murray
District D:	Ms. Heather Dunn	Mr. Doug Sutton
District E:	Mr. James Frayer	Ms. Lisa Shanahan

At Roll Call there were fourteen (14) Common Councilmembers present and one (1) absent (Mr. Lopez. A Quorum was present.

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

II. ACCEPTANCE OF MINUTES

Regular Meeting: April 23, 2024

**** MS. SHANAHAN MOVED TO ACCEPT THE MINUTES AS PRESENTED
** MOTION PASSED WITH THREE (3) ABSTENTIONS (MS. NIEDZIELSKI
EICHNER, MS. MURRAY AND MR. GOLDSTEIN)**

III. PUBLIC PARTICIPATION

There were no members of the public who wished to comment this evening.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

There were no resignations or appointments announced this evening.

B. MAYOR'S REMARKS:

Mayor Rilling announced that he met with the leadership of the Republican Town Committee where they made recommendations for appointments.

Mayor Rilling talked about the accident on I-95/Rt7 area that resulted in the loss of structural integrity of the overpass. He provided an update on the Fairfield Avenue bridge reconstruction and thanked Norwalk Fire Department, Norwalk Police Department, CT DOT crews and contractors, Governor Lamont, the Federal Highway Administration, the Biden-Harris administration and Secretary Pete Buttigieg of the U.S. Department of Transportation. He also thanked King Industries who arrived on the scene with their foam truck. Nothing went into the Norwalk River or Long Island Sound.

Mayor Rilling highlighted that May is Mental Health Awareness Month and touted the success of the 3rd Annual NorWALK for Mental Health: Walk + Wellness Fair. In addition to Mental Health Awareness Month May is Asian American, Native Hawaiian and Pacific Islander Heritage Month and also it is Haitian Heritage Month. A Haitian flag will be raised this Saturday at 10:30 AM at the Heritage Wall. He also reminded folks of Norwalk's Annual Veterans Memorial Ceremony at the Shea Magrath Memorial at Calf Pasture Beach on May 19th beginning at 12:30 PM. He also mentioned both Memorial Day parades.

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

There were no resignations or appointments announced this evening.

Ms. Young provided comments about the I-95/Rt 7 incident and expressed gratitude to the Fire Department. She also recognized four heroes who saved a gentleman from a fire. Ms. Young recognized the volunteers who cleared the Norwalk River Valley trail.

Ms. Young announced that Ms. Shanahan was reading this evening's Consent Calendar.

B. CONSENT CALENDAR:

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

VII.A.1, VII.A.2, VII.A.3, VII.A.4A, VII.A.4B, VII.A.5, VII.B.1, VII.B.2, VII.C.1A, VII.C.1B, VII.D.1A, VII.D.1B, VII.E.1, VII.E.2, VII.E.3

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

A. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO CONNECTICUT MATERIALS TESTING LABORATORY, INC. FOR MATERIALS TESTING AND FIELD INSPECTION SERVICES FOR THE SOUTH NORWALK ELEMENTARY SCHOOL FOR A TOTAL NOT TO EXCEED \$104,665.00 PLUS A CONTINGENCY ALLOWANCE OF \$30,000.00 TO COVER ACTUAL TESTING AND INSPECTION SERVICES PERFORMED. FUNDS ARE AVAILABLE IN ACCOUNT ACCT. #09225010 5777 C0808.

2. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO CONNECTICUT MATERIALS TESTING LABORATORY, INC. FOR MATERIALS TESTING AND FIELD INSPECTION SERVICES FOR THE NORWALK HIGH SCHOOL FOR A TOTAL NOT TO EXCEED \$510,479.80 PLUS A CONTINGENCY ALLOWANCE OF \$50,000. FUNDS ARE AVAILABLE IN ACCOUNT ACCT. #09215010 5777 C0787.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS FOR THE APPLICATION, ACCEPTANCE AND IMPLEMENTATION OF A GRANT FROM HUD – COMMUNITY PROJECT FUNDING FOR THE PROPOSED NORWALK COMMUNITY RECREATION CENTER AT 98 SOUTH MAIN STREET IN THE AMOUNT OF \$2,000,000.

4A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH TITAN ENTERPRISES, INC. FOR THE NORWALK CONCERT HALL TERRACE. STAIRS AND ADA RAMP IMPROVEMENT PROJECT FOR A TOTAL NOT TO EXCEED \$308,500.00. FUNDS ARE AVAILABLE FROM ACCOUNT #0923/247100 5777 C0439, #0920/211000 5777 C0536, #0923/247100 5777 C0476.

4B. AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON THE CONTRACT FOR A TOTAL NOT TO EXCEED \$30,850.00 ACCT. #0923/247100 5777 C0476.

5. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO NORTHEAST GENERATOR COMPANY FOR EMERGENCY GENERATOR PREVENTIVE MAINTENANCE SERVICES FOR 3 YEARS AT CITY HALL, HEALTH DEPARTMENT, FIRE HEADQUARTERS, POLICE HEADQUARTERS, BELDEN MAIN LIBRARY AND PUBLIC WORKS CENTER/GARAGE FOR A TOTAL NOT TO EXCEED \$21,324. FUNDING IS AVAILABLE IN VARIOUS BUILDING OPERATING ACCOUNTS.

B. PUBLIC WORKS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE THE FIRST SUPPLEMENTAL PROJECT AUTHORIZATION LETTER FOR STATE PROJECT NO. 102-295, I-95 MEDIAN RECONSTRUCTION AND RESURFACING, FOR THE CITY OF NORWALK'S REMAINING DEMAND DEPOSIT FOR THE CONSTRUCTION OF THE YANKEE DOODLE TRAIL IN THE AMOUNT OF \$186,452, IN ACCORDANCE WITH THE MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS BETWEEN THE CITY OF NORWALK AND THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION.

**ACCOUNT NO. 09 23 4021 5777 C0816
09 23 4021 5777 C0818**

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A NO-COST FIRST AMENDMENT TO THE JUNE 13, 2023, AGREEMENT BETWEEN THE CITY OF NORWALK AND IRECYCLE INC DBA EYERECYCLE, LLC. FOR COLLECTION AND RECYCLING OF GLASS BOTTLES AND CANS VIA POPUP EVENTS IN THE CITY OF NORWALK.

C. COMMUNITY SERVICES COMMITTEE

1A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT GRANT FUNDS FROM THE CONNECTICUT DEPARTMENT OF PUBLIC HEALTH FOR THE IMMUNIZATION ACTION PLAN (IAP) PROGRAM IN THE AMOUNT OF \$1,783,646.00 FOR THE PERIOD JULY 1, 2020 TO JUNE 30, 2025.

1B. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS OR AMENDMENTS AS MAY BE NECESSARY TO IMPLEMENT THE IMMUNIZATION ACTION PLAN (IAP) PROGRAM FOR THE PERIOD JULY 1, 2020 TO JUNE 30, 2025.

D. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

**1A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH ALLOY DESIGN STUDIO PLLC, FOR PROJECT #4358, URBAN GRANT IMPROVEMENTS TRAIL DESIGN AND DEVELOPMENT, IN AN AMOUNT NOT TO EXCEED \$49,600.00.
ACCOUNT NO. 0924 6030 5799 C0846**

**1B. AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ISSUE CHANGE ORDERS ON THE CONTRACT WITH ALLOY DESIGN STUDIO PLLC, FOR PROJECT #4358, URBAN GRANT IMPROVEMENTS TRAIL DESIGN AND DEVELOPMENT, IN AN AMOUNT NOT TO EXCEED \$4,960.00.
ACCOUNT NO. 0924 6030 5799 C0846**

E. ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

1. RESOLUTION AUTHORIZING THE MAYOR TO PARTICIPATE IN THE BROWNFIELD MUNICIPAL GRANT PROGRAM TO SUPPORT THE ENVIRONMENTAL REMEDIATION AND REDEVELOPMENT OF 55 MLK DRIVE (WEBSTER STREET LOT)

WHEREAS, PURSUANT TO C.G.S SECTION 32-763 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 & NORWALK REDEVELOPMENT AGENCY MAKE AN APPLICATION TO THE STATE FOR \$3,000,000 IN ORDER TO UNDERTAKE THE 55 MLK (WEBSTER STREET LOT) BROWNFIELD CLEANUP PROJECT AND TO EXECUTE AN ASSISTANCE AGREEMENT.

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

1. THAT IT IS COGNIZANT OF THE CONDITIONS AND PREREQUISITES FOR THE STATE FINANCIAL ASSISTANCE IMPOSED BY C.G.S SECTION 32-763

2. THAT THE FILLING OF AN APPLICATION FOR STATE FINANCIAL ASSISTANCE BY THE CITY OF NORWALK & NORWALK REDEVELOPMENT AGENCY IN AN AMOUNT NOT TO EXCEED \$3,000,000 IS HEREBY APPROVED AND THAT MAYOR HARRY RILLING 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 THE CITY OF NORWALK.

2. RESOLUTION AUTHORIZING THE MAYOR TO PARTICIPATE IN THE COMMUNITY INVESTMENT FUND 2030 PROGRAM TO SUPPORT THE REDEVELOPMENT OF 55 MLK DRIVE (WEBSTER STREET LOT)

WHEREAS, PURSUANT TO C.G.S 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 & NORWALK REDEVELOPMENT AGENCY MAKE AN

APPLICATION TO THE STATE FOR \$8,000,000 IN ORDER TO UNDERTAKE THE 55 MLK (WEBSTER STREET LOT) COMMUNITY INVESTMENT FUND PROJECT AND TO EXECUTE AN ASSISTANCE AGREEMENT.

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

1. THAT IT IS COGNIZANT OF THE CONDITIONS AND PREREQUISITES FOR THE STATE FINANCIAL ASSISTANCE IMPOSED BY C.G.S SECTION 32-285A.

2. THAT THE FILLING OF AN APPLICATION FOR STATE FINANCIAL ASSISTANCE BY THE CITY OF NORWALK & NORWALK REDEVELOPMENT AGENCY IN AN AMOUNT NOT TO EXCEED \$8,000,000 IS HEREBY APPROVED AND THAT MAYOR HARRY RILLING 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 THE CITY OF NORWALK.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH PLACER LABS, INC. FOR A DATA SOFTWARE UNLIMITED LICENSE IN THE AMOUNT OF \$34,000 VIA SOLE SOURCE PROCUREMENT.

ACCT: 0924 3710 5777 C0773

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

E. ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

**** MR. GOLDSTEIN MOVED TO APPROVE THE FOLLOWING ITEM:**

4. Authorize the Mayor, Harry W. Rilling, to execute a 3-year contract with two 1-year extension options with ARC Sound, Stage, Lighting, LLC in the amounts of \$92,510 for year one, \$97,585 for year two, and \$102,760 for year 3 for Purchasing Project: 4341R Stage, Lighting, and Sound Services.

ACCT: 0925 3780 5777 C0680

0924 3710 5777 C0773

0925 3710 5777 C0773

Mr. Goldstein explained that this a contract for the sound stage to help the City put on three popular events. He said these special events are important to the community and increase economic development and inspire joy.

Ms. Vonashek, Chief of Economic and Community Development, Ms. Godeski, Director of Business Development and Tourism and Ms. Breault, Special Events Coordinator offered a presentation showing core objectives, goals and the return on investments for the events. In order to achieve their goals, they are striving for more partnerships.

Mr. Wiggins asked what was being done to make these events more diverse, for example, Juneteenth. Ms. Breault said they are looking for different partnerships. She said she has been going to businesses in person or sending e-mails.

Ms. McMurray said she heard negative feedback regarding the costs. She said the events in Westport do not spend this much money and asked about looking at cost savings. Ms. Breault noted that some of these events generate interest in the area.

Ms. Ayres suggested holding events in other areas of town that could use a push in economic development. Ms. Breault said they are brainstorming different opportunities for different neighborhoods.

Ms. Dunn explained that the first thing to do would be to create a sponsorship package. She encouraged collaboration with non-profits; the budget has to come before anything else.

Mr. Goldstein noted this is a long term investment in the overall economic success of Norwalk. This is Ms. Breault's first year and she did a marvelous job. He said he hopes this Common Council will be committed to making this investment.

Ms. Smyth said these events support the community. It is important to look at sponsorships to support these events. She noted that ARC has done an excellent job in all of their events; they are a local business, own their own equipment and are very professional.

Ms. Niedzielski Eichner said she will vote in favor this time, but hopes to see the return on investment and sponsorships increase.

Mr. Sead said he was torn on this in committee because of the budget but said it would not be wise to not fund this item because they approved Placer Labs.

Mr. Frayer said he researched the cost of events and spent time talking to fundraisers. He said that by putting on professional entertainment they will get sponsors. This money is being spent to get the economy growing.

Ms. Young said they have to be thoughtful and having quality events is what is going to grow Norwalk, She suggested holding an event at Veteran's Park.

Mayor Rilling said an idea that needs to be explored is a Downtown Special Services District.

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

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions presented this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no postponed motions this evening.

X. SUSPENSION OF RULES

There were no suspension 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 8:40 p.m.

ATTEST:

Irene Dixon, City Clerk

14 Redcoat Road
Norwalk, CT 06850
203-849-9150
pal2sec@optonline.net

Ronald J. Paladino

Employment	Paladino Security Systems LLC	Norwalk, CT
	1995 – June 2016 Co owner President	
	■ Installation and service company for burgular and fire alarm systems, whole house music, and home theater systems. ■ Installation and service company for telephone systems, data and network wiring, CCTV, satellite, and cable TV. ■ Residential and small commercial accounts with central station monitoring.	
	Norden Systems Inc. Information Technology	Norwalk, CT
	September 1982	
	Platform Engineer Data and Telecommunications Analyst ■ Plan, evaluate, and coordinate the installation of local voice communications equipment, video teleconferencing, alarm systems, and audiovisual equipment. Oversee voice network to ensure that all software and hardware satisfy the communications needs of the company. ■ Maintain and troubleshoot all wiring for the local voice and data networks, IT Norwalk alarms, video teleconferencing and audiovisual equipment. Coordinate moving of data and voice drops as required by plant engineering. Terminate and test data and telephone wires at the network and desktop. Certify compliance of LAN cabling to Category 5 E and 6 standards for 100 MB speed.	
Education	Brien McMahon High School Graduated 1977	Norwalk, CT
	Norwalk Community Technical College	Norwalk, CT
	1982 – 1985 Business Administration Curriculum ■ Agilent WireScope 350 certified. November 2000 ■ SNET SBC Telecommunications Destination Integration. May 2001 ■ Avaya University Definity G3 Administrator Training. October 2001 ■ Cisco Systems Technology Workshop on IP Telephony. December 2001 US Government Ethics Training Specialized training in compliance with government and corporate regulations covering sexual harassment, ethics and conduct of business with the federal government. Trained and cleared for handling US government classified documents up through secret.	
Volunteer Experience	City of Norwalk Clean and Green	Board member since 1991
	Long Island Sound Task Force	Board member since 1991
Awards	1998 Award recipient for outstanding community volunteer service by the Voluntary Action Center of Mid-Fairfield.	

Kathy Olsen
38 Shorefront Park, Norwalk, CT 06854
Mobile: (917) 574-1756
Email: kathy.olsen@me.com

Since 2014, Ms. Olsen serves as Audit Committee Chair and on the Board of Directors of Green Brick Partners, Inc (NYSE: GRBK). GRBK is a diversified homebuilding and land development company that currently operates in Texas, Georgia, Colorado and Florida. From 1999 through 2011, Ms. Olsen served as Chief Financial Officer of Eminence Capital, LLC, a long/short global equity fund. From 1993 to 1999, Ms. Olsen served as audit manager, specializing in investment partnerships, at Anchin, Block & Anchin LLP, a public accounting firm located in New York City.

Ms. Olsen received a Bachelor of Science degree with honors from the State University of New York at Albany. Ms. Olsen is a Certified Public Accountant and a member of the American Institute of Certified Public Accountants and New York State Society of Certified Public Accountants. In addition, Ms. Olsen is currently an adjunct professor at Fordham University Gabelli School of Business.

Ms. Olsen's philanthropic endeavors include being a volunteer and Trustee at Lockwood-Mathews Mansion Museum in Norwalk and at Saint Catherine Center for Special Needs in Fairfield.

EXPERIENCE**NIELSEN****Director, Marketing**, Remote/New York, NY

November 2023 – Present

- Oversee the development and execution of Nielsen's paid media strategy for consumer audiences; liaise between agency partners and internal stakeholders to develop campaigns that amplify the brand and/or create efficiencies within our consumer research recruitment models
 - Managing a \$790k paid media budget incorporating proven and emerging tactics for recruitment, targeting U.S. general market and Hispanic audiences
- Serve as the marketing and consumer brand subject matter expert on select business critical projects for our consumer research panels in partnership with Data Science, Creative, Digital, Product, and Operations teams
 - Established a new microsite, Nielsen's destination for global consumer audiences, incorporated relaunched brand, enhanced SEO, and improved measurement tools; over 250k site visits in 2023

Director, Marketing Strategy, Remote/New York, NY

May 2023 – October 2023

- Co-led the development of a \$2-5M multi-channel marketing strategy and executive presentation slides for Nielsen's 100-year anniversary campaign to optimize brand performance with B2B, B2C, and internal audiences
- Conducted a comprehensive audit of the brand, provided recommendations for how to evolve the brand and increase brand value; began crafting a new narrative and executive presentation in partnership with the SVP, Brand Marketing (project was suspended due to company restructuring)

Senior Manager/Director, Consumer Marketing, Remote/New York, NY

January 2021 – April 2023

- Led the global business unit created to establish, evolve, and govern Nielsen's brand for consumer audiences in partnership with Data Science, Creative, Product, Brand (B2B), and Operations teams
 - Served as a people manager; completed two leadership courses to enhance managerial skills
- Conducted two brand advertising campaigns with \$1.8M investment across 13 DMAs targeting general market and U.S. Hispanic audiences with social, programmatic, and DOOH media; outperformed reach, cost efficiency, and website engagement benchmarks by 49-60%; saw 3-11% improvement on critical brand health KPIs in quarterly national brand health tracker
 - Developed the measurement strategy for the campaigns and led analysis and reporting
- Coordinated the initial phases of the Nielsen rebrand (launched October 2021) in partnership with the Chief Marketing & Communications Officer (CMCO), SVP, Marketing, and the agency of choice
- Established the quarterly brand health tracker for B2B and B2C audiences to properly measure the impact of the company's marketing and communications campaigns in partnership with the CMCO and Data Science
- Promoted from Senior Manager to Director in November 2021

Manager, Consumer Marketing, Remote/New York, NY

May 2019 – December 2020

- Developed the strategy and led the execution of Nielsen's inaugural consumer brand advertising efforts in the U.S in support of the TV Audience Measurement product and panel leading to +2-4% lift in web survey response rates
 - Conducted three advertising pilots with \$1.05M investment across six DMAs targeting general market and U.S. Hispanic audiences with social, programmatic, and OOH media
 - Led a cross-functional team of 30 (including two agencies) on baseline surveys, creative, measurement, contracting, invoicing, and executive stakeholder communication
 - Named "Quarterly MVP" for the 270+ global marketing and communications team in Q4 2019 for the execution of the three pilots
- Directed the optimization of 200+ panel recruitment and retention materials to create a consistent brand experience across our consumer touch-points aligned to the corporate messaging and design strategy

Specialist, Marketing & Communications, Wilton, CT/New York, NY

September 2017 – May 2019

- Managed key internal and external marketing and communications initiatives under the Chief Communications Officer's purview in a chief of staff capacity
 - Collaborated with department heads on brand marketing campaigns, event sponsorships, internal communications, social media campaigns, press releases, speech writing, and daily newsletter production
 - Cultivated engagement for a 270+ global marketing and communications team via department-wide trainings, town hall broadcasts, conferences, holiday receptions, email communications, and performance reports

CREATIVE PROJECTS

LANE SYVEN, LLC (ayminor.com)

Founder, Singer/Songwriter, Marketing Lead

2021 – Present

- Managing all operations for a media production company centered around my work as a music recording artist
- Create paid and organic advertising campaigns and social content across platforms leading to more than 11.5k streams and 8.4k video views for the first two releases

CLIMBING VINES (cvines.org)

Creator, Executive Editor, Executive Producer

2012 – Present

- Oversee a nonprofit project chronicling the personal and shared experiences of black University of Pennsylvania alumnae and undergraduate women through a published collection of narratives and a podcast series

HYPEFRESH (ayminor.com/category/clips/)

Music Content Contributor

2017 – 2018

- Conducted interviews and wrote profiles about up and coming artists and media & entertainment professionals for an emerging online publication for independent tastemakers, new-age culture, and contemporary styles

EDUCATION

UNIVERSITY OF PENNSYLVANIA

Bachelor of Arts PPE (Philosophy, Politics, Economics)

August 2012

Philadelphia, PA

Diana Lenkowsy

31 Cannon Street, Norwalk, CT 06851

Diana.Lenkowsky@gmail.com

Education: Norwalk Public Schools
B.A., Boston University

Work History:

1978 – 2017 Purdue Pharma L.P.
Vice President, Facilities and Real Estate

Responsible for strategic planning, engineering, maintenance, capital projects, leasing, acquisition and sales for properties totaling approximately one million square feet.

Managed Purdue’s corporate responsibility outreach in Norwalk and Stamford, including distribution of funds, program evaluation, employee volunteer initiatives, and board memberships.

Mentored in Norwalk and Stamford public schools.

Past board memberships include The Mill River Park Collaborative; The Palace Theater; The United Ways of Norwalk, Stamford and Western Connecticut; Stamford Achieves (past chair); The Stamford Partnership (past chair), and the Governor’s Prevention Partnership.

Current board memberships in Norwalk include The Human Services Council (past chair) and 40 South Main/Ludlow affordable housing.

2017 – 2021 One Stamford Realty L.P.
Vice President, Facilities and Real Estate

2021 – present TXP Services, Inc.
Vice President

Background: My family and I have lived at 31 Cannon Street in Norwalk for 38 years and our two sons attended Norwalk public schools.

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: May 8, 2024

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

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST:

M. Jeffry Spahr, Deputy Corporation Counsel

SECTION ON AGENDA WHERE ITEM IS TO APPEAR:

Corporation Counsel – EXECUTIVE SESSION

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

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

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

Authorization for discussion:

Settlement: Francesca Kurkjian File No. A37774

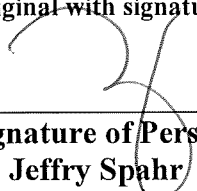
STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

Norwalk Code Section 1-189

EFFECTIVE DATE OF ACTION (if applicable):

Upon passage.

Original with signature hand delivered.



Signature of Person Making Request

M. Jeffry Spahr

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

NORWALK COMMON COUNCIL

REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: 4/26/2024

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST: Michele DeLuca for Public Safety and General Government Committee

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Action items- PS&GG

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES – 4/25/2024

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:

- Authorize the Department of Public Works to have Eversource Electric to install four (4) new poles and the associated wire for four (4) new street lights on the north side of Cossitt Road to the intersection of Scribner Avenue within the City Right-of-Way in accordance with the attached plan, at an approximate one-time cost of \$10,000.00, to be paid for from Account No. 0140 21-5241.
- Authorize the Department of Public Works to have Eversource Electric to install four (4) new poles and the associated wire for four (4) new street lights on the north side of Cossitt Road to the intersection of Scribner Avenue within the City Right-of-Way in accordance with the attached plan, at an approximate cost of \$100.00 per month, to be paid for from Account No. 0140 21-5241.

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

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 COMMON COUNCIL

REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: 5/23/2024

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST: Michele DeLuca for Public Safety and General Government Committee

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Action items- PS&GG

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES – 5/23/2024

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:

- Authorize, the Mayor Harry W. Rilling, to execute a Contract with First Due Fire Department Records Management Software for a total not to exceed \$48,040.00. (Acct. # 011370-5742)
- Authorize Mayor Harry W. Rilling to execute any and all documents and agreements necessary to accept grant funding under the Department of Justice, The Justice Education Center, Inc., FY22 Project Safe Neighborhoods Grant.
- Authorize Chief of Police James Walsh to execute any and all documents and agreements as may be necessary to implement the Department of Justice, The Justice Education Center, Inc., FY22 Project Safe Neighborhoods Grant.

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

EFFECTIVE DATE OF ACTION (if applicable):

Upon passage.

Original with signature hand delivered.

Signature of Person Making Request

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

Amended 4/13/84



**DEPARTMENT OF
ENGINEERING**

City of Norwalk
Paul Sotnik, P.E.
Senior Civil Engineer / Department of Engineering
125 East Avenue
Norwalk, CT 06856-5125
Office Telephone: (203) 854-7891
www.norwalkct.gov
E-Mail: psotnik@norwalkct.gov

MEMORANDUM

VII.A.

TO: Michele DeLuca – Deputy Director of Emergency Management

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

CC: Vanessa Valadares, P.E., – Chief of Operations and Public Works
James Meehan, P.E. – Principal Engineer

REF: Request For Additional Street Lighting

DATE: April 17, 2024

Per our conversation, the Department of Public Works has received a request in the form of a neighborhood petition from some of the residents of Cossitt Road and Chatham Drive requesting that four (4) additional street lights be installed on new poles to be installed on the north side of Cossitt Road to the intersection of Scribner Avenue within the City Right-of-Way. There is currently no street lights or poles on Cossitt Road between 16 Cossitt Road and the intersection of Scribner Avenue, where they have requested the new ones be installed. There will be an intersection improvement project done on Cossitt Road at the intersection of Scribner Avenue, where the intersection will be realigned through the installation of new curbs, ADA compliant sidewalk ramps and a crosswalk across Cossitt Road.

I have reviewed the request with the Chief of Operations and Public Works and feel that the additional lights at the requested locations would provide a greater level of safety for both pedestrians and vehicles at the intersection of these two streets, especially in light of the intersection improvement project that will be done at the intersection of Scribner Avenue. The Department is requesting that four (4) new 31 Watt LED street lights be installed on four (4) new pole to be installed (see attached plan). Mr. Jeffrey Baxter from Eversource has previously indicated that the cost of the electricity for the 31 Watt LED light is approximately \$25.00 per month per light. The cost of the installation of the new poles and associated wire for the installation of the 31 Watt LED lights is a one-time cost of approximately \$2,500. I have attached copies of the petition forwarded to the Chief of Operations and Public Works from the Transportation, Mobility and Parking Department (who received it from the residents requesting the additional lights), the Outdoor Photometric Reports for the 31 Watt LED light fixture provided by Eversource Electric, as well as a spreadsheet indicating the Requested Street Light Locations and

Estimated Cost for your reference.

Therefore, I would like to request that the following item be included on the agenda for the April 25, 2024 meeting of the Public Safety & General Government Committee of the Common Council for approval, if the Committee determines that they would like to move forward with this item, or be forwarded directly to the Common Council for approval at their May 14, 2024 meeting should Chairperson McMurrer choose to do so.

- 1.) Authorize the Department of Public Works to have Eversource Electric to install four (4) new poles and the associated wire for four (4) new street lights on the north side of Cossitt Road to the intersection of Scribner Avenue within the City Right-of-Way in accordance with the attached plan, at an approximate one-time cost of \$10,000.00, to be paid for from Account No. 0140 21-5241.
- 2.) Authorize the Department of Public Works to have Eversource Electric to install four (4) new poles and the associated wire for four (4) new street lights on the north side of Cossitt Road to the intersection of Scribner Avenue within the City Right-of-Way in accordance with the attached plan, at an approximate cost of \$100.00 per month, to be paid for from Account No. 0140 21-5241.

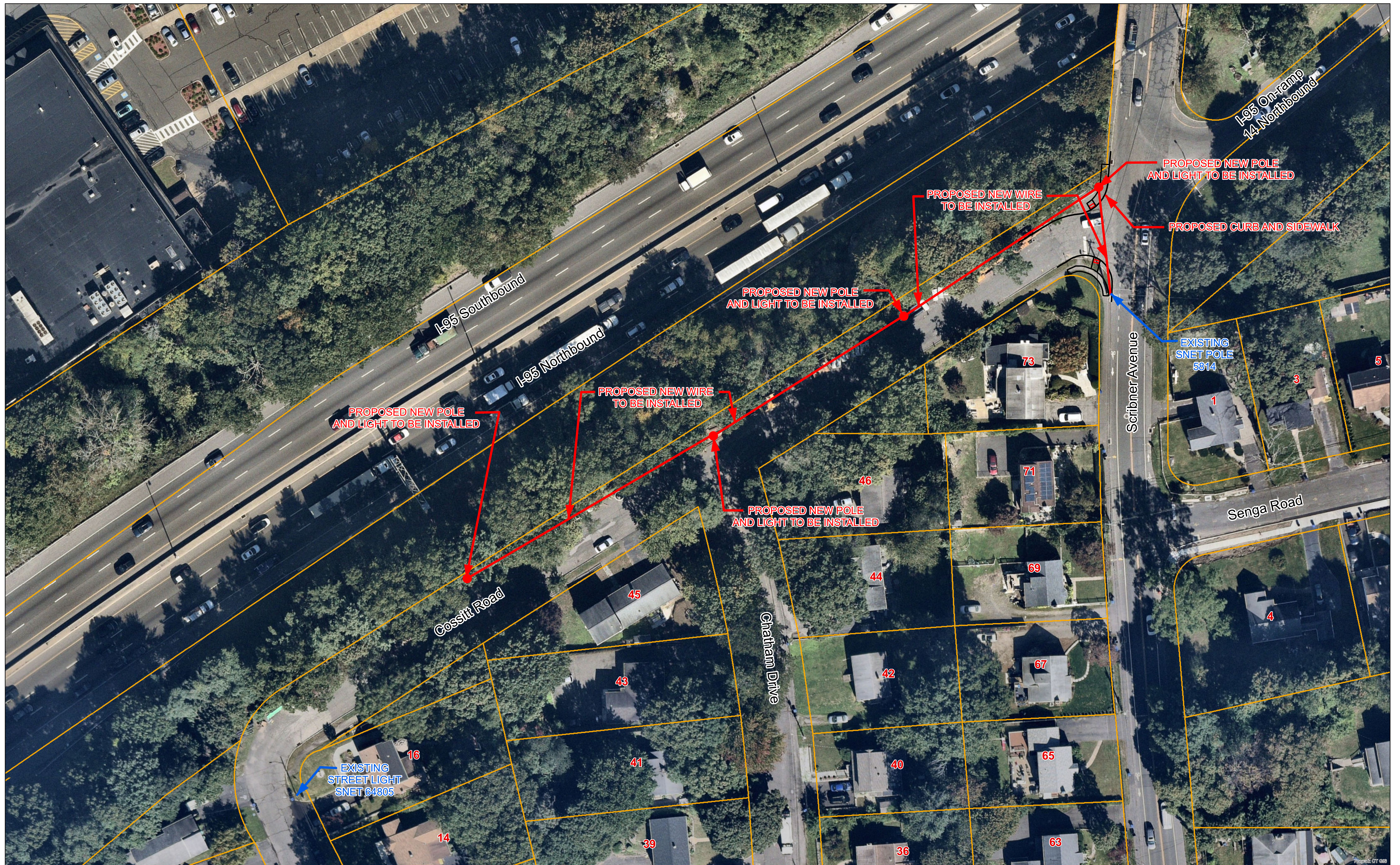
If you have any questions, please do not hesitate to contact me.

Cossitt Street Norwalk, CT

We, the undersigned, are requesting the following improvements in the area of the intersection of Cossitt Street and Chatham Road in Norwalk, CT in an attempt to improve our neighborhood. We have been experiencing a vast amount of illegal activities in our neighborhood due to the lack of lighting. We are seeing illegal transactions, drug use, loitering, immense amount of litter on a daily basis and speeding traffic

- Street lamps be added to multiple sections of Cossitt Street.
- Consideration of no parking zones along the street to deter loitering of cars involved in illegal activities
- Littering/Dumping prevention (surveillance)
- Traffic control to deter speeding and traffic volume.
- Police patrol throughout the day/night (especially after hours) to deter illegal acts.
- Appeal made to ConnDOT trim trees and repair/raise fence on north side of Cossitt Street

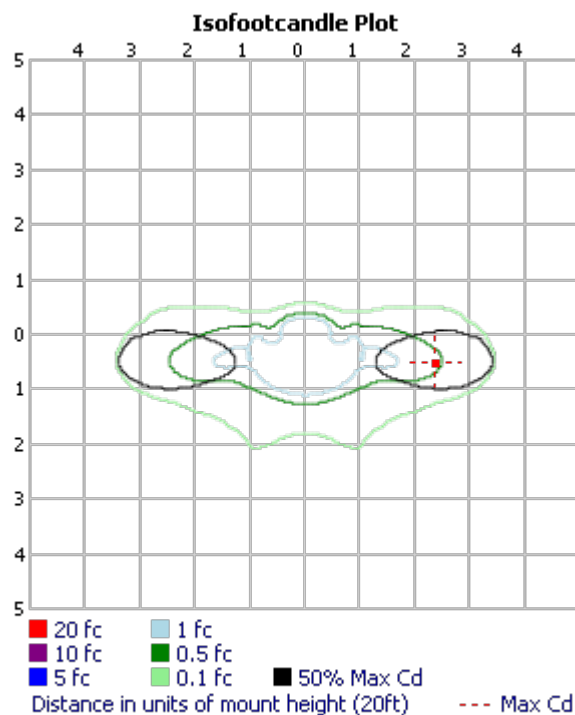
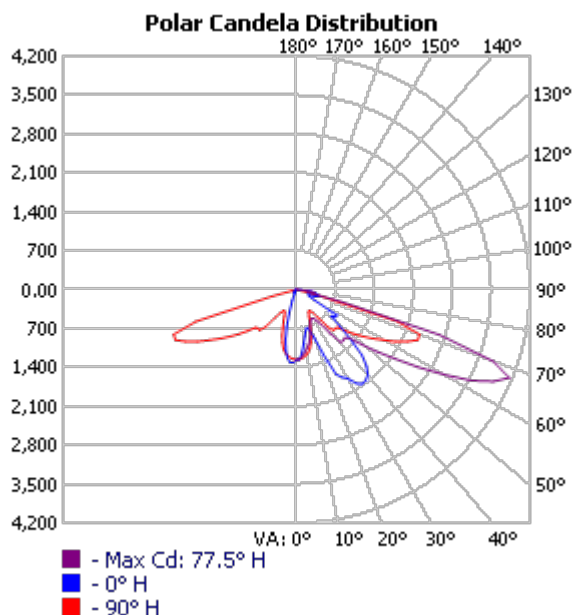
Name	Address	Phone #	Signature
Jamile Hegemiller	42 Chatham Dr	(203) 644-6022	Jamile Hegemiller
Don Hegemiller	42 Chatham Dr.	(203) 856-8506	Don Hegemiller
Thylis Byington	46 Chatham	203-354-9154	Thylis Byington
Wesley Ortiz	12 Cossitt Rd.	203-203-4203	Wesley Ortiz
Candy Ortiz	12 Cossitt Rd	203-247-0331	Candy Ortiz
Roger Ferri	10 Cossitt Rd.	203-253-8340	Roger Ferri
Gregory Ferri	39 Chatham Dr	914-629-8357	Gregory Ferri
Sisi Ferri	39 Chatham Dr.	914-629-8362	Sisi Ferri
Michael J Chetcuti	35 Chatham Dr	(203) 246-8360	Michael J Chetcuti
Lynne Chetcuti	35 Chatham Dr.	(203) 246-7543	Lynne Chetcuti
Patricia Sweet	46 Chatham Dr	203-866-2026	Patricia Sweet
Rolando Montero	73 Scribner Ave	203-644-5888	Rolando A Montero
Maria Montero	73 Scribner Ave	203 644 0799	Maria Montero
Hector Nunez	44 Scribner Ave	203-921-5886	Hector Nunez
Rosemary Montero	73 Scribner Ave	203-817-6605	Rosemary Montero
Yancira Roman	45 Chatham Dr	203-554-6277	Yancira Roman
Jason Ibarra	45 Chatham Dr	203-554-3099	Jason Ibarra



OUTDOOR PHOTOMETRIC REPORT

CATALOG: ATBS C XXXXX R2 3K

TEST #: 107413P37
 TEST LAB: SCALED PHOTOMETRY
 TEST NOTES: SCALED FROM ABSOLUTE TEST: 107413P0
 TEST DATE: 10/25/2016
 CATALOG: ATBS C XXXXX R2 3K
 DESCRIPTION: ATBS C PERFORMANCE PACKAGE, 3000K COLOR TEMPERATURE, ROADWAY TYPE II DISTRIBUTION
 SERIES: AUTOBAHN ATBS
 LAMP CATALOG: LED
 LAMP: LED
 LAMP OUTPUT: TOTAL LUMINAIRE LUMENS: 3628.1, **ABSOLUTE PHOTOMETRY ***
 BALLAST / DRIVER: LED DRIVER, LED DRIVER
 INPUT WATTAGE: **31**
 LUMINOUS OPENING: CIRCULAR (DIA: 11.04")
 MAX CD: 4,142.9 AT HORIZONTAL: 77.5°, VERTICAL: 67.5°
 ROADWAY CLASS: MEDIUM, TYPE I



*TEST BASED ON ABSOLUTE PHOTOMETRY WHERE LAMP LUMENS=LUMENS TOTAL.

*CUTOFF CLASSIFICATION AND EFFICIENCY CANNOT BE PROPERLY CALCULATED FOR ABSOLUTE PHOTOMETRY.

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107413P37
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OUTDOOR PHOTOMETRIC REPORT
 CATALOG: ATBS C XXXXX R2 3K

ZONAL LUMEN SUMMARY

ZONE	LUMENS	% LUMINAIRE
0-30	691.1	19%
0-40	1,176.3	32.4%
0-60	2,431.1	67%
60-90	1,197.0	33%
70-100	425.6	11.7%
90-120	0.000	0%
0-90	3,628.1	100%
90-180	0.000	0%
0-180	3,628.1	100%

LUMENS PER ZONE

ZONE	LUMENS	% TOTAL	ZONE	LUMENS	% TOTAL
0-10	110.7	3.1%	90-100	0.000	0%
10-20	243.9	6.7%	100-110	0.000	0%
20-30	336.5	9.3%	110-120	0.000	0%
30-40	485.2	13.4%	120-130	0.000	0%
40-50	604.7	16.7%	130-140	0.000	0%
50-60	650.1	17.9%	140-150	0.000	0%
60-70	771.5	21.3%	150-160	0.000	0%
70-80	365.0	10.1%	160-170	0.000	0%
80-90	60.6	1.7%	170-180	0.000	0%

ROADWAY SUMMARY

DISTRIBUTION:	TYPE I, MEDIUM	
MAX CD, 90 DEG VERT:	0.000	
MAX CD, 80 TO <90 DEG:	616.6	
	LUMENS	% LAMP
DOWNWARD STREET SIDE:	2,961.0	81.6%
DOWNWARD HOUSE SIDE:	667.8	18.4%
DOWNWARD TOTAL:	3,628.8	100%
UPWARD STREET SIDE:	0.000	0%
UPWARD HOUSE SIDE:	0.000	0%
UPWARD TOTAL:	0.000	0%
TOTAL LUMENS:	3,628.8	100%

LCS TABLE

BUG RATING	B1 - U0 - G1	
FORWARD LIGHT	LUMENS	LUMENS %
LOW(0-30):	427.5	11.8%
MEDIUM(30-60):	1,520.7	41.9%
HIGH(60-80):	956.3	26.4%
VERY HIGH(80-90):	56.5	1.6%
BACK LIGHT		
LOW(0-30):	263.9	7.3%
MEDIUM(30-60):	219.2	6%
HIGH(60-80):	180.8	5%
VERY HIGH(80-90):	3.9	0.1%
UPLIGHT		
LOW(90-100):	0.000	0%
HIGH(100-180):	0.000	0%
TRAPPED LIGHT:	0.000	0%

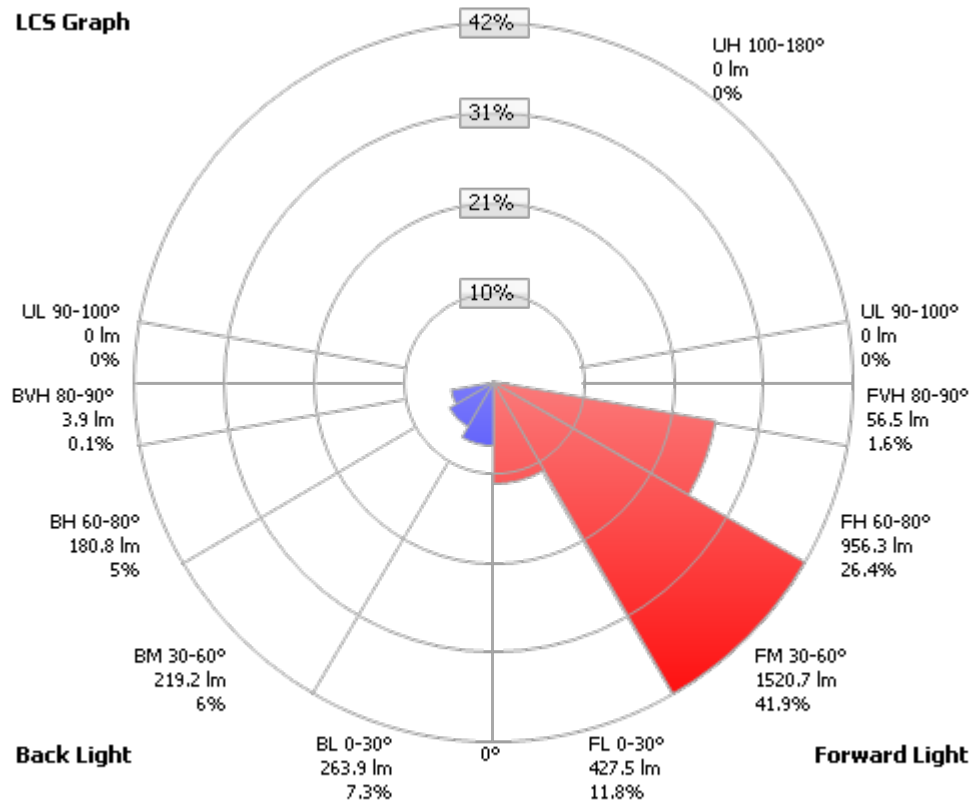

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OUTDOOR PHOTOMETRIC REPORT
 CATALOG: ATBS C XXXXX R2 3K



LCS Graph



Back Light

Forward Light

Scale = Max LCS %

Trapped Light: 0lm, 0%



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 PAGE 3 OF 4

OUTDOOR PHOTOMETRIC REPORT

CATALOG: ATBS C XXXXX R2 3K

**CANDELA TABLE - TYPE C**

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5	1128	1072	1078	1093	1112	1136	1167	1189	1219	1234	1271	1291	1304	1312	1316	1319	1322	1323	1321
10	845	817	828	854	891	939	992	1052	1124	1164	1240	1247	1251	1229	1211	1189	1170	1164	1112
15	708	737	771	796	813	830	864	900	951	990	1064	1051	1009	952	880	824	783	762	681
20	912	1003	968	932	880	818	770	725	702	721	782	754	690	611	516	440	377	342	289
25	1679	1639	1492	1301	1135	989	824	634	528	522	543	501	422	336	244	176	147	138	99
30	1846	1819	1711	1529	1328	1108	873	637	480	439	372	293	202	132	88	72	65	64	63
35	2065	1960	1795	1542	1343	1271	1110	813	594	504	324	186	107	75	62	59	59	59	57
40	1992	1874	1755	1543	1319	1221	1204	1246	1046	876	391	150	69	53	49	52	57	58	57
45	1657	1598	1608	1544	1406	1298	1235	1230	1094	980	414	112	54	47	48	55	63	61	60
50	1008	974	1074	1204	1308	1418	1538	1551	1349	1154	331	65	48	43	44	57	55	51	49
55	856	707	585	593	869	1288	1996	2275	1793	1472	366	56	41	37	36	40	45	37	36
60	367	472	638	651	565	776	2323	3229	2320	1813	411	52	37	31	29	31	33	33	31
65	226	459	599	512	572	707	2003	3981	2999	2206	442	54	35	27	26	27	28	28	28
70	343	513	568	532	291	651	1140	3396	3363	2356	393	54	29	21	20	20	22	21	19
75	406	450	395	279	149	196	506	648	917	457	68	39	25	16	15	13	13	13	13
80	337	338	274	142	69	77	279	396	68	27	16	16	15	12	11	12	12	11	10
85	219	200	161	53	23	27	41	177	73	15	9	8	7	6	6	5	6	6	5
90	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

107413P37
VISUAL PHOTOMETRIC TOOLPUBLISH
PAGE 4 OF 4

REQUESTED STREET LIGHTS - LOCATIONS AND ESTIMATED COST

<u>Location</u>	<u>Fixed Cost</u>	<u>Monthly Cost</u>	<u>Notes</u>
Cossit Road to Scribner Avenue Intersection	\$ 10,000.00	\$ 100.00	Cost of Four (4) New Pole Installations @ \$2,500/Pole + \$25/Mo./Light For Four (4) Lights
	\$ 10,000.00	\$ 100.00	

MEMO



To: Common Council, Public Safety and General Government Committee

From: Assistant Chief Mark Conte

RE: Common Council Authorizations

DATE: May 30, 2024

1. Authorize, the Mayor Harry W. Rilling, to execute a Contract with First Due Fire Department Records Management Software for a total not to exceed \$48,040.00. (Acct. # 011370-5742)

Background:

The Fire Department is upgrading to First Due Records Management Software (RMS). This software will provide one record-keeping for all Divisions within the department where several are currently used. It is also utilized by all neighboring Fire Departments, allowing occupancy fire pre-plan information to be shared during mutual aid incidents. First Due Software contains a unique "Community Connect" feature that will allow city residents to enter important pre-plan safety information regarding their residences.



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: _____

DEPARTMENT: _____

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

Check One:

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

TOTAL COST: _____ MUNIS Account: _____

VENDOR: _____

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
	x	Supports	<i>Gino Gatto</i>
Purchasing Agent Name		Does Not Support	Department Head Name
		Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	
Date			Date

JUSTIFICATION:

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

City of Norwalk Vendor Questionnaire

IT Information Security

Rev 8.4.22

1. **Third-Party Contact Information** (please provide the POC for follow-up questions to this questionnaire):
Vendor Name, Address, Point-of-Contact Name, Phone Number and Email

2. **Description of Services/Products:** Please provide a detailed description of services/products your organization aims to provide to the City?

3. **System and Equipment Access:** Will your organization use your own systems and equipment to perform the services, or will your organization need access to the City's systems, equipment and network? (Yes or No, If Yes, please explain)

YES ☐ NO ☐

4. **Description of Data:** Are you using data from the City in order provide the services/product to the City (Yes or No, if Yes proceed to 3.1)

a. What data is needed to provide the services/products to the City?

Example: Name, Social Security Number, Trade Information, Source Code, Payroll or Accounts Payable data, student or patient data, Law Enforcement data, any Personally Identifiable Information (PII), etc.

YES ☐ NO ☐

If your answers to Questions 3 and 4 are BOTH “NO”, thank you for completing the IT Information Security Questionnaire.

If one or both questions are “YES”, please complete the remaining questions.

5. **Office Locations:** How many office locations does your organization have? *Please include the locations of your organization.*

6. **Data Center Locations:** How many data centers does your organization utilize to provide services/products to the City? *Please include the locations of the data centers utilized by your organization.*

7. **Business Entity:** What is your business entity type?
**Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)*

8. **How many employees and contingent workers do you have in your organization?**
1-10 ☐ 10-50 ☐ 50-100 ☐ 100-500 ☐ 500-1000 ☐ 1000 or more ☐

9. **Physical Access:** Does your organization need to be onsite or offsite to provide services/products to the City?
YES ☐ NO ☐

10. **Access to Data:** How is your organization accessing City data?

**Example: Is the data supposed to be sent to your organization via email or will the data need to be uploaded to an application?*

**Note: For third-parties that are providing an application to perform the services, please specify whether the application will be an internally hosted solution, cloud-based solution (i.e. SaaS, IaaS, PaaS), or a traditional web-based application (i.e. eBay, WebEx, online banking application)*

11. **Data Storage:** Does your organization outsource data storage or does your organization utilize its own databases to store data? Does your organization store data outside of the United States?

YES ☐ NO ☐

12. **Segregation of Data:** Does your organization's database structure allow segregation of sensitive client data?

YES ☐ NO ☐

13. **Independent Attestations:** Does your organization have independent attestations such as (i.e. ISO 27001, SSAE-18 SOC-1, SOC-2, PCI- DSS, ISO 9001)?

14. Information Security

- a. Does your organization have written information security policies and procedures (WISP)?

YES ☐ NO ☐

- b. How often are the information security policies and procedures reviewed and updated?

- c. Who in the organization is responsible for reviewing and updating the information security policies and procedures?

- d. Does your organization have privacy policies and procedures?

YES ☐ NO ☐

- e. How often are the privacy policies and procedures updated?

- f. Who in the organization is responsible for reviewing and updating the privacy policies and procedures?

- g. What methods of encryption are utilized for data at rest and in transit?

h. Are the encryption methods utilized FIPS 140-2 approved?

YES ☐ NO ☐

i. Does your organization utilize firewalls to filter incoming data and information from the internet into your company network?

YES ☐ NO ☐

j. Does your organization perform penetration testing at least once per year to determine if unauthorized access to the computer network and malicious activity is possible externally?

YES ☐ NO ☐

k. Does your organization perform vulnerability testing at least once per year in order to identify vulnerabilities within the internal network?

YES ☐ NO ☐

l. Does your organization perform background checks on employees and contingent workers prior to onboarding them? Describe the nature of these background checks (i.e., criminal, credit, international, etc.).

YES ☐ NO ☐

m. Does your organization utilize multi-factor authentication?

YES ☐ NO ☐

n. Does your organization utilize scan cards or biometric scans to grant employees and contingent workers access to the building and data centers where data is stored?

YES ☐ NO ☐

o. If offering a technology product, does the organization utilize software development life cycle (SDLC) or Agile to build and maintain technological product?

YES ☐ NO ☐

p. Does the technological product undergo information security testing and quality assurance testing prior to deployment?

YES ☐ NO ☐

q. Does the Vendor provide annual Cybersecurity Awareness training to their employee?

YES ☐ NO ☐

r. Does the Vendor provide annual phishing simulations for their employee?

YES ☐ NO ☐

s. Have users been educated on how to report suspected security violations or vulnerabilities?

YES ☐ NO ☐

t. Does the Vendor have an employee identified as the Chief Information Security Officer?

YES ☐ NO ☐

u. Are all the Vendor laptops encrypted?

YES ☐ NO ☐

v. Are all Vendor computers (workstations, notebooks) required to join the Company's domain and receive Group Policies?

YES ☐ NO ☐

w. Does the Vendor meet the NIST 800-63 password guidelines?

YES ☐ NO ☐

15. Risk Management

- a. Does your organization have an enterprise risk management framework implemented at your organization?

YES ☐ NO ☐

- b. Does your organization have documented enterprise risk management policies and procedures?

YES ☐ NO ☐

- c. Who in the organization is responsible for reviewing the enterprise risk management policies and procedures?

- d. Does your organization utilize an outside third-party to provide services/products to the client?

YES ☐ NO ☐

- e. Does your organization have a third-party risk management program (TPRM)?

YES ☐ NO ☐

f. Does your organization include right-to audit clauses in contracts with third parties?

YES ☐ NO ☐

g. Does your organization have a certificate of insurance (COI)? *Please attach a copy of your COI.*

YES ☐ NO ☐

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES ☐ NO ☐

b. How often is the business continuity plan updated?

c. Does your organization conduct business continuity tests once per year?

YES ☐ NO ☐

d. Does your organization have a disaster recovery plan?

YES ☐ NO ☐

e. How often is the disaster recovery plan updated?

f. Does your organization conduct disaster recovery tests once per year?

YES ☐ NO ☐

g. Does your organization have business continuity and/or disaster recovery sites?

YES ☐ NO ☐

h. Are the business continuity/disaster recovery sites located in the United States or outside the United States? *Please include the locations of business continuity/disaster recovery sites?*

YES ☐ NO ☐



March 15th, 2024

Norwalk Fire Department
121 Connecticut Ave
Norwalk, CT, 06854

First Due is the sole source for fire & life safety-based occupancy management, pre-planning, mobile and web response, hydrant management, inspections, invoicing, permitting, investigations, NFIRS incident reporting, personnel management, training records, events and activities, assets and inventory and community connect, for the Norwalk Fire Department

To Whom It May Concern,

Locality Media Inc dba First Due provides end-to-end support for fire/EMS services, fulfilling the identified needs and requirements set forth by the Norwalk Fire Department. **This software is exclusively owned by Locality Media, Inc. and we are the sole provider of this solution.**

We offer:

- A best-of-breed Occupancy Management and Pre-Incident Planning solution to collect data and create comprehensive pre-plans in the field, and create pre-plans on every structure by interfacing with data sources such as the assessor's office and the building department.
- A complete Responder application, tied to dispatch, so crews can access critical information at the time of response, as well as be notified en-route to the call, all available via the web, as well as iOS, and Android applications.
- A Hydrant Management system, allowing users to view hydrants on pre-plan and responder maps, including hydrant lists, hydrant types, hydrant uploads, hydrant set up and ArcGIS hydrant layers.
- A comprehensive Inspections module, including functionality for field inspections, virtual inspections, scheduling systems, pre-incident planning, and violation management tools.
- A next-gen invoicing module, designed to be highly configurable, and easy to use, allowing for bulk invoicing, online payments, and extensive reporting.
- A permitting module, including permit management, customizable permit type creation, the ability to plan reviews, and manage permit fees.
- An investigations module allowing users to organize and analyze documentation, while keeping information secure and separated from other modules.
- An Incident Reporting platform with automated NFIRS and NFORS reporting.
- A Personnel Management allowing users and administrators to store, manage and access employee records including demographic data, certifications and employment information.
- A Training Records module, allowing users to be assigned training, record completions, view training logs and manage certifications.
- An Events and Activities module allows users to align planned training, community events and station activities, as well as view a master global calendar.
- Asset and Inventory Management module with real-time insight and statistics into apparatus & equipment health, usage, and compliance.
- A one of a kind interactive "Community Connect" platform. This allows your residents and business owners to share critical life safety information on the occupants of their homes & businesses.

All components of our platform are designed, produced and sold exclusively by First Due.

For more information, please visit www.firstdue.com.

Andreas Huber
CEO | First Due

107 Seventh St Garden
City, NY 11530

516.874.4741
FirstDue.com

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

- The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.
- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
 - 2—The United States or any of its agencies or instrumentalities
 - 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
 - 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
 - 5—A corporation
 - 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
 - 7—A futures commission merchant registered with the Commodity Futures Trading Commission
 - 8—A real estate investment trust
 - 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
 - 10—A common trust fund operated by a bank under section 584(a)
 - 11—A financial institution
 - 12—A middleman known in the investment community as a nominee or custodian
 - 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Agreement for Services

This Agreement for Services (this "Agreement") dated as of **June 30, 2024** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media" or "First Due") and the **Norwalk Fire Department** located at **121 Connecticut Ave, Norwalk, CT 06854** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service. Customer shall own all Customer data and upon termination or written request, Locality Media shall provide Customer data to Customer.
3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. This Agreement will be effective for an initial term of **36 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income). The Customer represents it has not received and agrees that it shall not collect any fee, payment, or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).
10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other

party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. Locality Media will provide the service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. Locality Media will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	Vendor's Initial Response will be provided within:	Vendor's Temporary Resolution will be provided within:	Vendor's Final Resolution will be provided within:
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue – resolution period to be mutually agreed upon	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use

of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.
17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE GREATER OF (A) THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, OR (B) \$5,000.
19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.

24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.

25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

26. Agreement Billing Information

a. **Accounts Payable Contact**

Name: _____

Email: _____

Phone: _____

b. **Tax Exempt** _____ (Yes/No)

If yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.

c. **Purchase Order Required** _____ (Yes/No)

If yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

LOCALITY MEDIA, INC.

Norwalk Fire Department

By: _____

Name: Andreas Huber

Title: President & CEO

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

Exhibit A - Quote

Prepared By: Dre Mihaylo
Valid Until: August 1, 2024
Quote Number: 1545132000226844514

BILL TO:

Mark Conte
Norwalk Fire Department
121 Connecticut Ave
Norwalk, CT 06854

Account: Norwalk Fire Department

Subscription Start: June 30, 2024

Initial Term: 36 months

Annual Subscription: \$44,240.00

Product Details	Total
Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.	
Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	
Hydrant Management – Basic Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, and hydrant setup	
Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.	
Invoicing Invoice Management, Bulk Mailing, Billing Report and Customizable Fee Schedules.	
Permitting Permit Management, Customizable Permit Types, Plan Review and Permit Fees.	
Investigations Organize, analyze, and document investigations, keeping case information secure and separated from, but integrated with other modules.	
Incident Reporting – NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.	
Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
Training Records Assign Training, Record Completions, View Training Logs, and Manage Certifications.	
Events & Activities Create Events, View Global Activity Log, and Access Global Calendar.	
Assets & Inventory Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.	
Community Connect Online portal for residents and businesses to input critical occupant and property data that can be made available to Emergency Response Agencies during an incident.	
Scheduling Integration w/ Third Party (Telestaff) Scheduling Integration with Telestaff	

CAD Integration

Automated importing of CAD calls via XML, Database Connector, or API.

Essentials Online Training Package

4 Hours Online Training with certified First Due Instructor

Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

One-Time Fees Subtotal	\$ 3,800.00
Subscription Fees Subtotal	\$ 44,240.00
Total Year 1	\$ 48,040.00
Total Year 2	\$ 46,452.00
Total Year 3	\$ 48,774.60
3-Year Grand Total	\$ 143,266.60

Statement of Work

Please see attached Statement of Work detailing the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Exhibit A – Quote.

Terms and Conditions

The above-listed Total Year 1 will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

Payment Terms: Net 90 days

For electronic ACH payment: JPMorgan Chase Bank | ABA Routing: 021000021 | Account #: 803527972



Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

Statement of Work

For Quote Number: 1545132000226844514

Statement of Work | Norwalk Fire Department

1. Introduction

1.1 Purpose

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for **Norwalk Fire Department** ("Customer") from Locality Media, Inc. dba First Due ("First Due") for the purchased product(s) set forth in Exhibit A – Quote ("Purchased Products") attached to the Agreement.

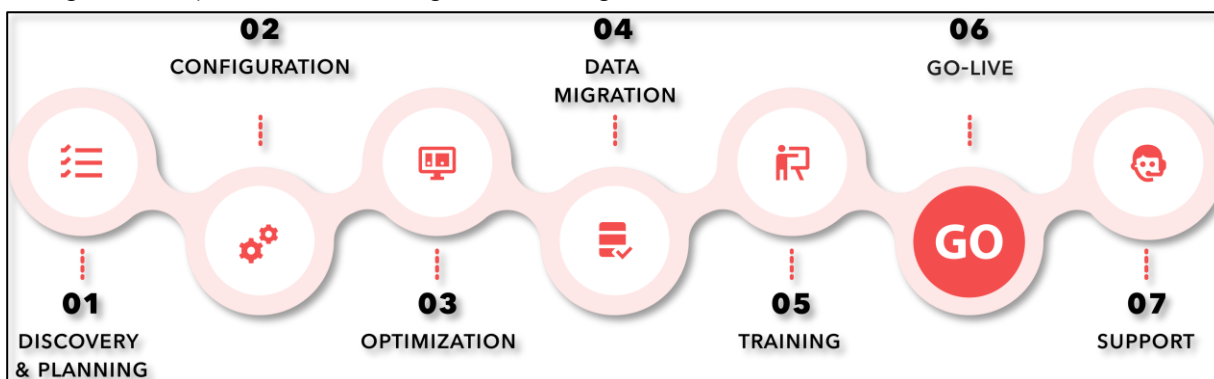
1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation

2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist

team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.
- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.3 Implementation Phases

2.3.1 Discovery & Planning: Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

2.3.3 Optimization: After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

2.3.4 Data Migration: Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

2.3.5 Training: As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

2.3.6 Go-Live: Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

2.3.7 Transition to Customer Success: Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this Statement of Work, First Due will Implement all integrations and relevant scope outlined in Exhibit A – Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** support@firstdue.com
- **Phone:** (516) 874-5818

7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

8. Assumptions

8.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

8.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

Norwalk Department of Police Service

Memo

To:	Common Council and Public Safety and General Government Committee
From:	Deputy Chief Melissa Lepore
CC:	
Re:	Common Council Authorization for Department of Justice, The Justice Education Center, Inc., FY22 Project Safe Neighborhoods Grant Award
Date:	May 13, 2024

The Department of Justice (DOJ) has approved the application submitted by the City of Norwalk Police Department for an award under the funding opportunity entitled FY22 Project Safe Neighborhoods (PSN) Grant Award. The grant award is approved for \$18,000. The budget period start date is October 1, 2022 and the budget period end date is September 30, 2025.

The Norwalk Police Department proposed funding to support the purchase of fixed automatic license plate readers (ALPR). These ALPR's will be installed around the City of Norwalk to include areas that have been identified where crimes, car burglaries, and stolen motor vehicles have occurred. ALPR's can produce alerts for missing persons, silver alerts and amber alerts. They help in the deterrent and detection of car burglaries, vehicles used in other crimes, and generate investigative leads.

The ALPR systems are growing and commonly used within other cities and states. The system will interface with other ALPR's installed throughout the country and Connecticut to include the town of New Canaan and coming to Darien, Fairfield, Ridgefield, Danbury, and Newtown. The interface allows valuable information to be developed and shared with partner agencies that is beneficial to investigating, combating, but also preventing future violence.

Based on the award amount, the Norwalk Police Department has the ability to purchase and install six (6) ALPR readers for placement around the City. The readers can either be stand alone or attached to existing structures and are solar powered.

We are requesting the following authorization:

1. Authorize Mayor Harry W. Rilling to execute any and all documents and agreements necessary to accept grant funding under the Department of Justice, The Justice Education Center, Inc., FY22 Project Safe Neighborhoods Grant.
2. Authorize Chief of Police James Walsh to execute any and all documents and agreements as may be necessary to implement the Department of Justice, The Justice Education Center, Inc., FY22 Project Safe Neighborhoods Grant.



The Justice Education Center, Inc.

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Executive Director
Sherry Haller

The Justice Education Center's work is dedicated to the memories of the Honorable David M. Borden, Retired Supreme Court Justice and member of the Appellate Court and the Honorable Raymond R. Norko, founding Judge of the nationally-recognized Hartford Community Court.

As leading members of The Justice Education Center's Board of Directors, their support and enthusiasm for The Center's programs was unwavering. Their visions and passion for justice will always serve as our steadfast guide and source of inspiration.

May 8, 2024

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

Dear Chief Walsh,

Congratulations on your FY22 Project Safe Neighborhoods Grant Award.

Enclosed you will find your Grant Award and Special Conditions documents. Please note that this award is subject to all DOJ administrative and financial requirements (enclosed), which includes the timely submission of all financial and programmatic reports and the resolution, if any, of all interim audit findings. DOJ strongly stresses the adherence to these requirements, without which the award may be subject to termination.

Please don't hesitate to contact me if you have any general questions about your award. For specific queries regarding contract guidelines and requirements, please contact Laura Whitacre at laura@justiceeducationcenter.org.

We very much look forward to working with you in the months ahead.

Sincerely,

Sherry Haller
Executive Director

Enclosures



2022 PSN Award Acceptance Signature Page

Recipient Name and Address Chief James Walsh Norwalk Police Department 1 Monroe Street Norwalk, CT 06854	Project Period: 10/1/2022-9/30/2025
Project Title Automatic License Plate Readers	Budget Period 10/1/22 – 9/30/25
Award Amount \$18,000	Award Date: May 8, 2024
Special Conditions The above grant project is approved subject to such conditions and limitations as are set forth on the attached pages.	Statutory Authority for Award This project is supported under FY22 (BJA Project Safe Neighborhoods Award) Public Law 115-141, 132 Stat. 348, 420; title I of Public Law 90-351 (generally codified at 34 USC ch. 101); 28 USC 530C(a)
Approving Official Sherry Haller Executive Director	Grantee Official James Walsh, Chief of Police
Signature of Approving Official	Signature and Date of Recipient Official



Grant Award Instructions

The following steps are provided as a tool for the administration of your Project Safe Neighborhoods FY22 award.

Step 1: Review the award and special conditions and sign the grant award

Step 2: Fulfill reporting and data requirements

Step 1: Review Award and Special Conditions

If you agree with the terms and conditions, please sign and date the agreement and initial the special conditions. Submit the signed agreement to Laura Whitacre via email at laura@justiceeducationcenter.org.

If you do not agree with the terms and conditions, contact Laura Whitacre via email to decline, withdraw, or request modification.

You have 30 days from the award date to accept the award. Notify Laura Whitacre if your organization is unable to accept the award within this timeframe. Failure to accept within 45 days may result in de-obligation of funds

Step 2: Fulfill Reporting and Data Requirements

Reporting requirements must be met during the life of the grant. Please send the data to Laura Whitacre at laura@justiceeducationcenter.org no more than 15 days after the close of each quarter. Specific reporting requirements will be determined with the project's research partner, Dr. Ron Schack.

Common Council Request for Item to be Placed on Agenda

Date of Request May 21, 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_____

Has Item been to a Council Committee? Yes ___X___ No _____ **Which one?**
Finance/Claims May 16, 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. Accept and Approve the Report of the Claims Committee Dated: May 2024
2. For informational purposes only: Narrative on Tax Collections Dated: May 2024
3. For informational purposes only: Monthly Tax Collector's Reports Dated: April 2024
4. Approve FY 2024-2025 Water Pollution Authority Budget.
5. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with the Norwalk Housing Authority, Sound Communities, Inc. and SC Meadow LLC for the abatement of real property taxes pursuant to C.G.S. § 8-215 and Norwalk Code 58-1 et. seq. at a rate of five percent (5%) of the aggregate rents collected with respect to the Meadow Gardens affordable housing development excluding any rental assistance subsidies, and reduced by direct costs of utilities and trash payments paid by the Developer for such fiscal year for the following Term: (i) sixteen (16) years from the date of completion of the project as reflected by the issuance of the first certificate of occupancy or temporary certificate of occupancy for the last unit in the project, or (ii) eighteen (18) years from the date when all parties have signed the Agreement, whichever shall occur first.

AGENDA

CLAIMS COMMITTEE MEETING

MAY 9TH 2024

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:	BILL No & AMOUNT REFUNDED	REASON
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MOTOR VEHICLE

CAMPBELL JAMES MATTHEW C	21-MV-309378 \$47.98	PRORATION
	22-MV-309544 \$72.06	PRORATION
CCAP AUTO LEASE LTD	22-MV-311122 \$385.86	PRORATION
	22-MV-311333 \$382.43	PRORATION
ENTERPRISE FM TRUST	22-MV-403918 \$134.69	PRORATION
GARCIA MARIA N	22-MV-325321 \$19.56	PRORATION
GIRALDO MARINO	22-MV-404972 \$142.13	PRORATION
HOQUE A B	22-MV-406056 \$28.76 + \$1.30 INT	PRORATION
JB BROWN'S MARINA LLC	22-MV-334366 \$49.05	PRORATION
JOSEPH SEAN PAUL	22-MV-335303 \$617.55	PAID IN ERROR
JP MORGAN CHASE BANK	22-MV-335445 \$399.09	PRORATION
JP MORGAN CHASE BANK	22-MV-406759 \$1,354.71	PRORATION
	22-MV-335428 \$595.02	PRORATION
KHAN ASIM ALI	22-MV-337077 \$331.63	PRORATION
KING RONALD ROBERT	22-MV-337301 \$192.97	PRORATION
NAVARRETE-SOLIS ADOLFO F	21-MV-347567 \$424.41 + \$25.46 INT	ABATEMENT
	22-MV-348907 \$356.16 + \$37.40 INT	ABATEMENT
NISSAN INFINITI LT LLC	22-MV-349537 \$350.00	PRORATION
NOWIK PETER THOMAS	22-MV-350453 \$49.05	PRORATION
SANCHEZ MARTA LILIAN	22-MV-360572 \$24.86	PRORATION
SANDOVAL-PINTO LORENA E	22-MV-360781 \$110.04 + 13.21 INT	PRORATION

TAZI JAAFAR & SARAH	22-MV-366230 \$114.40 + \$11.10 INT	PRORATION
TOYOTA LEASE TRUST	22-MV-368575 \$558.27	PRORATION
TOYOTA LEASE TRUST	22-MV-SEE ATTACHMENT \$1,583.62	PRORATION
VAULT TRUST	21-MV-368833 \$54.69	PRORATION
VAULT TRUST	22-MV-370805 \$431.08	PRORATION
	22-MV-370978 \$276.58	PRORATION
VCFS AUTO LEASING CO	21-MV-414364 \$97.03	PRORATION
VW CREDIT LEASING LTD	21-MV-370442 \$454.26	ABATEMENT
	22-MV-372469 \$446.80	ABATEMENT

REAL ESTATE

BROWN BURR

6 SHOREFRONT PARK DR

2-85-39-0	20-RE-103604 \$144.23	SEWER ABATEMENT PER WPCA
2-85-39-0	21-RE-103669 \$382.00	SEWER ABATEMENT PER WPCA
2-85-39-0	22-RE-103688 \$396.00	SEWER ABATEMENT PER WPCA

CORELOGIC TAX SERVICE

215 NEWTOWN AVE

5-20-69-0	20-RE-105109 \$3,361.15	OVERPAYMENT
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HIGGINS SHARON A

8 SHOREFRONT PARK DR

2-85-38-0	20-RE-112279 \$367.00	SEWER ABATEMENT PER WPCA
2-85-38-0	21-RE-112323 \$382.00	SEWER ABATEMENT PER WPCA
2-85-38-0	22-RE-112235 \$396.00	SEWER ABATEMENT PER WPCA

ROCKLAND HOLDINGS LLC

CROWN ATLANTIC COMPANY LLC

50 ROCKLAND RD

5-82-58-0

22-RE-106352 \$8,479.08

REMOVE I & E PENALTY

PERSONAL PROPERTY

RNS COMMUNICATIONS INC

1 SELLECK STREET

21-PP-202538 \$193.38

OVERPAID

SPECIAL REQUEST

HOME DEPOT USA INC

600 CONNECTICUT AVE

5-69-61-0

20-RE-112483 \$682,389.66

OVERPAYMENT

TOYOTA LEASE TRUST

20-22-MV-SEE ATTACHED \$40,185.87

PRORATION/ABTMNT

GENERAL DATA REAL ESTATE NORWALK TAX COLLECTOR

AS OF 04/30/2024



BILL NO: 2020-01-0112483
 UNIQUE ID: 5-69-61-0
 LINK# 2020LK0102712

ORIGINAL OWNER: HOME DEPOT USA INC
 C/O: ATTN PROP TAX DEPT #6204
 ADDRESS: PO BOX 105842

BANK: ATLANTA GA 30348-8420
 ESCROW: 600 CONNECTICUT AVE
 VOL/PAGE: 3254-22
 LIEN VOL/PAGE: 4 -
 DISTRICT: 4 -

M/B/L: 5-69-61-0
 DESCRIPTION: 0
 ELD CODE:
 EXMPT CHANGE:

PLAN CODE: FLO
 PROP ASSESSED: 28,105,000
 EXEMPTIONS:
 COC CHANGE:
 NET VALUE: 28,105,000
 MILL RATE: 24.0540

*** BILLED ***
 TOWN
 INST1 338,018.83
 INST2 338,018.83
 INST3 0.00
 INST4 0.00
 ADJS 0.00
 TOT TAX 676,037.66
 TOTAL PAID: 1,358,427.32

SEWER
 3,176.00
 3,176.00
 0.00
 0.00
 0.00
 6,352.00
 6,352.00
 1,364,779.32

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Pmt	1	07/20/2021		50/53083/3313056	T	682,389.66	0.00	0.00	0.00	682,389.66
Pmt	1	07/14/2021		50/52971/3302993	T	676,037.66	0.00	0.00	0.00	676,037.66
Pmt	1	07/14/2021		50/52971/3302993	T	6,352.00	0.00	0.00	0.00	6,352.00
TOTAL PAYMENTS						1,364,779.32	0.00	0.00	0.00	1,364,779.32

TOTAL BALANCE DUE AS OF 04/30/2024

	TOWN	SEWER	TOTAL
INT DUE	0.00	0.00	0.00
LIEN DUE	0.00	0.00	0.00
FEES DUE	0.00	0.00	0.00
TAX DUE NOW	-682,389.66	-682,389.66	-1,364,779.32
TOT DUE NOW	-682,389.66	-682,389.66	-1,364,779.32
BALANCE DUE	-682,389.66	-682,389.66	-1,364,779.32

*** FLAGS ***
 Circuit Breaker Amount 0
 Invalid Address Flag No
 Benefit Year 0

Inquiry Report NORMALK TAX COLLECTOR Interest Date : 03/27/2024 Page: 1

Bill#	Name	Address	City/State/Zip	Prop Loc/Veh. Info./Plan-Sew	MBL/Link #	Flags	TOT Inst	Tax Due	Balance
Unique_id							TOT Adj	Int Due	Due Now
Dist							TOT Paid	L/F/Bint Due	Discount

✓	2020-03-0364663-00	TOYOTA LEASE TRUST		AS47819/471B1HK1J7157592/2018/TOYOT/CANEX L			424.95	-389.67	-389.67
1	364663	3200 W RAY RD					-389.67	0.00	-389.67
		CHANDLER AZ 85226-2455					424.95	0.00	0.00
				/DMV CIVLS: 139809-5248560-N					

✓	2021-03-0365803-00	TOYOTA LEASE TRUST		AR6230/JTMRJREV6JD24498/2018/TOYOT/RAV4 EV			588.62	-539.75	-539.75
1	365803	3200 WEST RAY ROAD					-539.75	0.00	-539.75
		CHANDLER AZ 85226					588.62	0.00	0.00
				/DMV CIVLS: 139809-517079-0Y					

✓	2021-03-0365860-00	TOYOTA LEASE TRUST		AZ68029/JTMRARJ7J572811/2018/TOYOT/COROLLA			419.07	-419.07	-419.07
1	365860	3200 WEST RAY ROAD					-419.07	0.00	-419.07
		CHANDLER AZ 85226					419.07	0.00	0.00
				/DMV CIVLS: 139809-6035124-0Y					

✓	2021-03-0365875-00	TOYOTA LEASE TRUST		EPHRAJL/JTUBARBZK2208330/2019/LEXUS/RX 300			772.03	-257.08	-257.08
1	365875	3200 WEST RAY ROAD					-257.08	0.00	-257.08
		CHANDLER AZ 85226					772.03	0.00	0.00
				/DMV CIVLS: 139809-5498239-0Y					

✓	2021-03-0365911-00	TOYOTA LEASE TRUST		419XJ3/JTMRJREV6JD255794/2018/TOYOT/RAV4 ADV			585.97	-537.34	-537.34
1	365911	3200 WEST RAY ROAD					-537.34	0.00	-537.34
		CHANDLER AZ 85226					585.97	0.00	0.00
				/DMV CIVLS: 139809-5218155-0Y					

✓	2021-03-0366118-00	TOYOTA LEASE TRUST		AR92076/JTUBZMCAK2039153/2019/LEXUS/RX 350			971.44	-566.35	-566.35
1	366118	3200 WEST RAY ROAD					-566.35	0.00	-566.35
		CHANDLER AZ 85226					971.44	0.00	0.00
				/DMV CIVLS: 139809-5203429-0Y					

✓	2021-03-0366197-00	TOYOTA LEASE TRUST		AN36827/JTMRJREV7JD255610/2018/TOYOT/RAV4 HV			588.62	-441.46	-441.46
1	366197	3200 WEST RAY ROAD					-441.46	0.00	-441.46
		CHANDLER AZ 85226					588.62	0.00	0.00
				/DMV CIVLS: 139809-5218528-0Y					

✓	2021-03-0366214-00	TOYOTA LEASE TRUST		122LEP/JTUBARBZSK2192459/2019/LEXUS/NX 300			772.03	-450.09	-450.09
1	366214	3200 WEST RAY ROAD					-450.09	0.00	-450.09
		CHANDLER AZ 85226					772.03	0.00	0.00
				/DMV CIVLS: 139809-5369486-0Y					

✓	2021-03-0366284-00	TOYOTA LEASE TRUST		AT07941/JTUBZMCAK2038250/2019/LEXUS/RX 350			971.44	-728.59	-728.59
1	366284	3200 WEST RAY ROAD					-728.59	0.00	-728.59
		CHANDLER AZ 85226					971.44	0.00	0.00
				/DMV CIVLS: 139809-5294249-0Y					

✓	2021-03-0366291-00	TOYOTA LEASE TRUST		AG00602/JTMCY7A99K4075605/2019/TOYOT/LAND CRU			1,722.15	-1,004.01	-1,004.01
1	366291	3200 WEST RAY ROAD					-1,004.01	0.00	-1,004.01
		CHANDLER AZ 85226					1,722.15	0.00	0.00
				/DMV CIVLS: 139809-5368681-0Y					

✓	2021-03-0366339-00	TOYOTA LEASE TRUST		AX06415/NTKXMB8LR103301/2020/TOYOT/C-HR XLE			592.37	-148.10	-148.10
1	366339	3200 WEST RAY ROAD					-148.10	0.00	-148.10
		CHANDLER AZ 85226					592.37	0.00	0.00
				/DMV CIVLS: 139809-5784717-0Y					

✓	2021-03-0366391-00	TOYOTA LEASE TRUST		286ZY2/JTMRARJ7J572811/2018/TOYOT/RAV4 XLE			753.39	-188.35	-188.35
1	366391	3200 WEST RAY ROAD					-188.35	0.00	-188.35
		CHANDLER AZ 85226					753.39	0.00	0.00
				/DMV CIVLS: 139809-5420331-0Y					

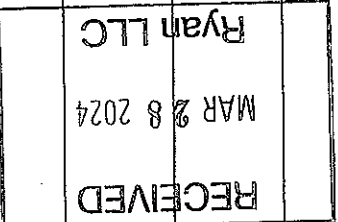
✓	2021-03-0366408-00	TOYOTA LEASE TRUST		AS00714/JTMRARJ7J572811/2018/TOYOT/CANEX L			486.80	-446.40	-446.40
1	366408	3200 WEST RAY ROAD					-446.40	0.00	-446.40
		CHANDLER AZ 85226					486.80	0.00	0.00
				/DMV CIVLS: 139809-5172058-0Y					

✓	2021-03-0366430-00	TOYOTA LEASE TRUST	ALJ23918/JTUBARB21H2142859/2017/LEXUS/NX 200T	658.48	-603.82	-603.82
✓	366430	3200 WEST RAY ROAD CHANDLER AZ 85226	/DMV CIVLS: 139809-4640527-0Y	-603.82	0.00	-603.82
1				658.48	0.00	0.00
✓	2021-03-0366450-00	TOYOTA LEASE TRUST	BC03511/JTNK4RBE4K3037401/2019/TOYOT/COROLLA	490.00	-163.18	-163.18
✓	366450	3200 WEST RAY ROAD CHANDLER AZ 85226	/DMV CIVLS: 139809-5428770-0Y	-163.18	0.00	-163.18
1				490.00	0.00	0.00
✓	2021-03-0366454-00	TOYOTA LEASE TRUST	AS42015/JTMRFRVBUTJ748943/2018/TOYOT/RAV4 ADV	585.97	-488.11	-488.11
✓	366454	3200 WEST RAY ROAD CHANDLER AZ 85226	/DMV CIVLS: 139809-5239715-0Y	-488.11	0.00	-488.11
1				585.97	0.00	0.00
✓	2021-03-0366515-00	TOYOTA LEASE TRUST	4241BU/JTJHKKFA2N034695/2022/LEXUS/RX 350 L	1,056.75	-528.36	-528.36
✓	366515	3200 WEST RAY ROAD CHANDLER AZ 85226	/DMV CIVLS: 139809-6418311-0Y	-528.36	0.00	-528.36
1				1,056.75	0.00	0.00
✓	2021-03-0366516-00	TOYOTA LEASE TRUST	3ASFL2/JTMDWRFV6LD053693/2020/TOYOT/RAV4 LIM	957.06	-159.83	-159.83
✓	366516	3200 WEST RAY ROAD CHANDLER AZ 85226	/DMV CIVLS: 139809-5812570-0Y	-159.83	0.00	-159.83
1				957.06	0.00	0.00
✓	2021-03-0366522-00	TOYOTA LEASE TRUST	735TEW/JTMRFRREV7JD239621/2018/TOYOT/RAV4 ADV	585.97	-439.48	-439.48
✓	366522	3200 WEST RAY ROAD CHANDLER AZ 85226	/DMV CIVLS: 139809-5234729-0Y	-439.48	0.00	-439.48
1				585.97	0.00	0.00
✓	2021-03-0366527-00	TOYOTA LEASE TRUST	AZ15429/JTMCXY7A9L4090736/2020/TOYOT/LAND CRU	1,810.14	-1,810.14	-1,810.14
✓	366527	3200 WEST RAY ROAD CHANDLER AZ 85226	/DMV CIVLS: 139809-5964085-0Y	-1,810.14	0.00	-1,810.14
1				1,810.14	0.00	0.00
✓	2021-03-0366646-00	TOYOTA LEASE TRUST	AF36177/JTUBARB68K2204376/2019/LEXUS/NX 300	772.03	-386.01	-386.01
✓	366646	3200 WEST RAY ROAD CHANDLER AZ 85226	/DMV CIVLS: 139809-5279866-0Y	-386.01	0.00	-386.01
1				772.03	0.00	0.00
✓	2021-03-0366724-00	TOYOTA LEASE TRUST	AB85362/JTMRFRREV0J237825/2018/TOYOT/RAV4 ADV	585.97	-537.34	-537.34
✓	366724	3200 WEST RAY ROAD CHANDLER AZ 85226	/DMV CIVLS: 139809-5148617-0Y	-537.34	0.00	-537.34
1				585.97	0.00	0.00
✓	2021-03-0366738-00	TOYOTA LEASE TRUST	AY08656/JTNK4RBE2K3047327/2019/TOYOT/COROLLA	490.00	-490.00	-490.00
✓	366738	3200 WEST RAY ROAD CHANDLER AZ 85226	/DMV CIVLS: 139809-5610232-0Y	-490.00	0.00	-490.00
1				490.00	0.00	0.00
✓	2021-03-0366743-00	TOYOTA LEASE TRUST	AR74680/JTUBARB21K2191332/2019/LEXUS/NX 300	772.03	-128.93	-128.93
✓	366743	3200 WEST RAY ROAD CHANDLER AZ 85226	/DMV CIVLS: 139809-5174327-0Y	-128.93	0.00	-128.93
1				772.03	0.00	0.00
✓	2021-03-0366787-00	TOYOTA LEASE TRUST	924FSX/JTMRFRREV8JD258631/2018/TOYOT/RAV4 HV	588.62	-539.75	-539.75
✓	366787	3200 WEST RAY ROAD CHANDLER AZ 85226	/DMV CIVLS: 139809-5202976-0Y	-539.75	0.00	-539.75
1				588.62	0.00	0.00
✓	2022-03-0367825-00	TOYOTA LEASE TRUST	AY20601/UM3KFBDM7L0768943/2020/MAZDA/CX-5 GSA	650.47	-216.62	-216.62
✓	367825	3200 WEST RAY ROAD CHANDLER AZ 85226	Bank - M096/DMV CIVLS: 139809-5827957-0N	-216.62	0.00	-216.62
1				650.47	0.00	0.00
✓	2022-03-0367845-00	TOYOTA LEASE TRUST	AY86815/4F1L1BK4UD018346/2020/TOYOT/CAMRY LE	577.44	-192.28	-192.28
✓	367845	3200 WEST RAY ROAD CHANDLER AZ 85226	Bank - M096/DMV CIVLS: 139809-6001719-0N	-192.28	0.00	-192.28
1				577.44	0.00	0.00
✓	2022-03-0367855-00	TOYOTA LEASE TRUST	AT13708/JTUBZMCA1K2040859/2019/LEXUS/RX 350	900.54	-750.15	-750.15
✓	367855	3200 WEST RAY ROAD		-750.15	0.00	-750.15

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✓	2022-03-0367921-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	Bank - M096/DNV CIVLS: 139809-5311853-0N	900.54	0.00	0.00
✓	2022-03-0367921-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AK75890/JTJDABD20L5017767/2020/LEXUS/NX 300	777.37	-129.82	-129.82
✓	2022-03-0367921-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	Bank - M096/DNV CIVLS: 139809-5922832-0N	777.37	0.00	-129.82
✓	2022-03-0367960-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	BA34734/5TFEPMAE9MP176527/2021/TOYOT/COROLLA	543.32	-316.77	0.00
✓	2022-03-0367960-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	Bank - M096/DNV CIVLS: 139809-6061533-0N	543.32	0.00	-316.77
✓	2022-03-0367961-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AS77574/JTJBABE8K2186848/2019/LEXUS/NX 300	716.58	-537.43	-537.43
✓	2022-03-0367961-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	Bank - M096/DNV CIVLS: 139809-5261054-0N	716.58	0.00	-537.43
✓	2022-03-0367975-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	BH12514/3TYCZ5AN8NTP08198/2022/TOYOT/TAACOMA D	930.40	-77.23	-77.23
✓	2022-03-0367975-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	Bank - M096/DNV CIVLS: 139809-6747936-0N	930.40	0.00	-77.23
✓	2022-03-0367984-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AY66275/JMIDKFB71L1470044/2020/MAZDA/CX-3 SPO	504.93	-84.33	-84.33
✓	2022-03-0367984-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	Bank - M096/DNV CIVLS: 139809-5878780-0N	504.93	0.00	-84.33
✓	2022-03-0367986-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AY84532/JMIDKFB75L1474551/2020/MAZDA/CX-3 SPO	504.93	-420.60	-420.60
✓	2022-03-0367986-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	Bank - M096/DNV CIVLS: 139809-5911441-0N	504.93	0.00	-420.60
✓	2022-03-0367988-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AR62352/5TBDZRFRAJ5557696/2018/TOYOT/HIGHLAND	676.06	-676.06	-676.06
✓	2022-03-0367988-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	Bank - M096/DNV CIVLS: 139809-5116447-0N	676.06	0.00	-676.06
✓	2022-03-0368053-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	224YVH/JTMG1RFVOKJ008597/2019/TOYOT/RAV4 LE	616.90	-154.23	-154.23
✓	2022-03-0368053-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	Bank - M096/DNV CIVLS: 139809-5392753-0N	616.90	0.00	-154.23
✓	2022-03-0368054-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AU53512/JTJBABE5K2213472/2019/LEXUS/NX 300	716.58	-657.11	-657.11
✓	2022-03-0368054-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	Bank - M096/DNV CIVLS: 139809-5438468-0N	716.58	0.00	-657.11
✓	2022-03-0368070-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	BE07351/JM3KFBDM6M1437587/2021/MAZDA/CX-5 GRA	709.67	-295.93	-295.93
✓	2022-03-0368070-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	Bank - M096/DNV CIVLS: 139809-6405359-0N	709.67	0.00	-295.93
✓	2022-03-0368080-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	BG06085/JM3KFBDM6M1437587/2021/MAZDA/CX-5 PRE	748.06	-124.92	-124.92
✓	2022-03-0368080-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	Bank - M096/DNV CIVLS: 139809-6656254-0N	748.06	0.00	-124.92
✓	2022-03-0368094-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AY66252/JM3TCBDY7L0419460/2020/MAZDA/CX-9 GRA	776.85	-194.20	-194.20
✓	2022-03-0368094-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	Bank - M096/DNV CIVLS: 139809-5863232-0N	776.85	0.00	-194.20
✓	2022-03-0368099-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AA76511/4T3EMFV9LJ009159/2020/TOYOT/RAV4 XSE	869.07	-434.52	-434.52
✓	2022-03-0368099-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	Bank - M096/DNV CIVLS: 139809-5956634-0N	869.07	0.00	-434.52
✓	2022-03-0368109-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	392ZLP/2T3G1RFV1MC189425/2021/TOYOT/RAV4 LE	712.32	-593.38	-593.38
✓	2022-03-0368109-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	Bank - M096/DNV CIVLS: 139809-6178559-0N	712.32	0.00	-593.38
✓	2022-03-0368123-00	TOYOTA LEASE TRUST	AL23918/JTJBABE21H2142859/2017/LEXUS/NX 200T	620.09	-620.09	-620.09

✓	368123 M096	3200 WEST RAY ROAD CHANDLER AZ 85226	Bank - M096/DNV CIVLS: 139809-4640527-0N	-620.09 620.09	0.00 0.00	-620.09 0.00
✓	2022-03-0368147-00 368147 M096	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	5962ET/2T3F1RFV5LCO76653/2020/TOYOT/RAV4 LE Bank - M096/DNV CIVLS: 139809-5712148-0N	657.93 -328.95 657.93	-328.95 0.00 0.00	-328.95 -328.95 0.00
✓	2022-03-0368148-00 368148 M096	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AX68303/2T3G1RFV6LM101756/2020/TOYOT/RAV4 LE Bank - M096/DNV CIVLS: 139809-5806449-0N	657.93 -328.95 657.93	-328.95 0.00 0.00	-328.95 -328.95 0.00
✓	2022-03-0368153-00 368153 M096	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AZ98962/2T3HZMCA5K177304/2019/LEXUS/RX 350 Bank - M096/DNV CIVLS: 139809-5955090-0N	900.54 -600.65 900.54	-600.65 0.00 0.00	-600.65 -600.65 0.00
✓	2022-03-0368185-00 368185 M096	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AW48337/5TUDZRFH6KS620475/2019/TOYOT/HIGHLAND Bank - M096/DNV CIVLS: 139809-5667880-0N	765.64 -765.64 765.64	-765.64 0.00 0.00	-765.64 -765.64 0.00
✓	2022-03-0368201-00 368201 M096	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AZ75429/2TMCY7A9L4090736/2020/TOYOT/LAND CRU Bank - M096/DNV CIVLS: 139809-5964085-0N	1,851.72 -1,851.72 1,851.72	-1,851.72 0.00 0.00	-1,851.72 -1,851.72 0.00
✓	2022-03-0368215-00 368215 M096	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	BB07918/3MZBPAJL1MM202201/2021/MAZDA/3 FREMIO Bank - M096/DNV CIVLS: 139809-6105369-0N	606.23 -50.33 606.23	-50.33 0.00 0.00	-50.33 -50.33 0.00
✓	2022-03-0368273-00 368273 M096	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	RJC2993/2T3P1RFV6LC061616/2020/TOYOT/RAV4 XLE Bank - M096/DNV CIVLS: 139809-5662720-0N	716.07 -596.49 716.07	-596.49 0.00 0.00	-596.49 -596.49 0.00
✓	2022-03-0368283-00 368283 M096	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	BG44748/3MVDHEM6IM127820/2020/MAZDA/CX-30 PR Bank - M096/DNV CIVLS: 139809-6693589-0N	623.81 -207.72 623.81	-207.72 0.00 0.00	-207.72 -207.72 0.00
✓	2022-03-0368298-00 368298 M096	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AP58671/2T3SARDZM2240810/2021/LEXUS/NX 300 B Bank - M096/DNV CIVLS: 139809-6022876-0N	929.85 -387.75 929.85	-387.75 0.00 0.00	-387.75 -387.75 0.00
✓	2022-03-0368327-00 368327 M096	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	ACS8727/2TMAA4H4M082662/2021/TOYOT/VENZA LE Bank - M096/DNV CIVLS: 139809-6605400-0N	795.49 -596.60 795.49	-596.60 0.00 0.00	-596.60 -596.60 0.00
✓	2022-03-0368349-00 368349 M096	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	B816837/5TDBZRBH0MS087990/2021/TOYOT/HIGHLAND Bank - M096/DNV CIVLS: 139809-6134499-0N	799.76 -266.31 799.76	-266.31 0.00 0.00	-266.31 -266.31 0.00
✓	2022-03-0368394-00 368394 M096	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AY08656/2TNK4RBE2K3047327/2019/TOYOT/COROLLA Bank - M096/DNV CIVLS: 139809-5610232-0N	480.92 -480.92 480.92	-480.92 0.00 0.00	-480.92 -480.92 0.00
✓	2022-03-0368396-00 368396 M096	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AZ17346/2M3KFBM0L0861175/2020/MAZDA/CX-5 SFO Bank - M096/DNV CIVLS: 139809-5972567-0N	575.83 -240.11 575.83	-240.11 0.00 0.00	-240.11 -240.11 0.00
✓	2022-03-0368418-00 368418 M096	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AF43940/58AD21B17J0052018/2020/LEXUS/ES 350 Bank - M096/DNV CIVLS: 139809-5632596-0N	846.16 -704.85 846.16	-704.85 0.00 0.00	-704.85 -704.85 0.00



✓	2022-03-0368441-00	TOYOTA LEASE TRUST	BA06638/4T1C1BK7LD017613/2020/TOYOT/CAMRY LE	577.44	-336.66	-336.66
✓	368441	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-6049447-0N	-336.66	0.00	-336.66
✓	M096	CHANDLER AZ 85226		577.44	0.00	0.00
✓	2022-03-0368471-00	TOYOTA LEASE TRUST	BA41904/JM3KFBEMXN0572162/2022/MAZDA/CX-5 SEL	722.98	-542.22	-542.22
✓	368471	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-6640061-0N	-542.22	0.00	-542.22
✓	M096	CHANDLER AZ 85226		722.98	0.00	0.00
✓	2022-03-0368499-00	TOYOTA LEASE TRUST	BB07903/3MVDMBDMZMM220837/2021/MAZDA/CX-30 FR	655.28	-218.20	-218.20
✓	368499	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-6090986-0N	-218.20	0.00	-218.20
✓	M096	CHANDLER AZ 85226		655.28	0.00	0.00
✓	2022-03-0368549-00	TOYOTA LEASE TRUST	AY40884/JM3KFBDM4L0820173/2020/MAZDA/CX-5 GRA	650.47	-108.61	-108.61
✓	368549	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-5859145-0N	-108.61	0.00	-108.61
✓	M096	CHANDLER AZ 85226		650.47	0.00	0.00
✓	2022-03-0368625-00	TOYOTA LEASE TRUST	AW52884/5TDBZRFH8RS727984/2019/TOYOT/HIGHLAND	657.93	-328.95	-328.95
✓	368625	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-5657045-0N	-328.95	0.00	-328.95
✓	M096	CHANDLER AZ 85226		657.93	0.00	0.00
✓	2022-03-0368630-00	TOYOTA LEASE TRUST	BG15275/2T3F1RFV7LW116102/2020/TOYOT/RAV4 LE	657.93	-164.49	-164.49
✓	368630	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-6537742-0N	-164.49	0.00	-164.49
✓	M096	CHANDLER AZ 85226		657.93	0.00	0.00
✓	2022-03-0368638-00	TOYOTA LEASE TRUST	AL40368/UTHG21E2XL5017558/2020/LEXUS/IS 300 F	942.13	-549.26	-549.26
✓	368638	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-5829859-0N	-549.26	0.00	-549.26
✓	M096	CHANDLER AZ 85226		942.13	0.00	0.00
✓	2022-03-0368639-00	TOYOTA LEASE TRUST	AY20632/3MVDMBEM8LM105379/2020/MAZDA/CX-30 PR	623.81	-207.72	-207.72
✓	368639	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-5841219-0N	-207.72	0.00	-207.72
✓	M096	CHANDLER AZ 85226		623.81	0.00	0.00
✓	2022-03-0368640-00	TOYOTA LEASE TRUST	AY40885/DW1BPBMLN3.1154022/2020/MAZDA/3	529.46	-88.42	-88.42
✓	368640	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-5859439-0N	-88.42	0.00	-88.42
✓	M096	CHANDLER AZ 85226		529.46	0.00	0.00
✓	2022-03-0368668-00	TOYOTA LEASE TRUST	0AGEJ2/JTNA1REVXKD004853/2019/TOYOT/RAV4 XLE	720.33	-540.24	-540.24
✓	368668	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-5302787-0N	-540.24	0.00	-540.24
✓	M096	CHANDLER AZ 85226		720.33	0.00	0.00
✓	2022-03-0368738-00	TOYOTA LEASE TRUST	AK20090/5TVPFAE7LEP112501/2020/TOYOT/COROLLA	489.45	-367.09	-367.09
✓	368738	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-5767984-0N	-367.09	0.00	-367.09
✓	M096	CHANDLER AZ 85226		489.45	0.00	0.00
✓	2022-03-0368748-00	TOYOTA LEASE TRUST	AZ58029/JTNKARJE7J572811/2018/TOYOT/COROLLA	440.95	-440.95	-440.95
✓	368748	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-6035124-0N	-440.95	0.00	-440.95
✓	M096	CHANDLER AZ 85226		440.95	0.00	0.00
✓	2022-03-0368750-00	TOYOTA LEASE TRUST	BA47747/3M2BPEBMM204621/2021/MAZDA/3 SELECT	560.38	-280.18	-280.18
✓	368750	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-6068288-0N	-280.18	0.00	-280.18
✓	M096	CHANDLER AZ 85226		560.38	0.00	0.00
✓	2022-03-0368757-00	TOYOTA LEASE TRUST	AT64947/JTJBURBZOKZ120262/2019/LEXUS/NX 300H	765.12	-510.32	-510.32
✓	368757	3200 WEST RAY ROAD	Bank - M096/DNV CIVLS: 139809-5374233-0N	-510.32	0.00	-510.32
✓	M096	CHANDLER AZ 85226		765.12	0.00	0.00

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Ryan LLC

2022-03-0368791-00	TOYOTA LEASE TRUST	321PBG/STDDZRRH4MS057027/2021/TOYOT/HIGHLAND	941.58	-392.63	-392.63
✓ 368791	3200 WEST RAY ROAD		-392.63	0.00	-392.63
M096	CHANDLER AZ 85226	Bank - M096/DWY CIVLS: 139809-6011255-0N	941.58	0.00	0.00
2022-03-0368816-00	TOYOTA LEASE TRUST	AW48321/STDDZRRH4KS920679/2019/TOYOT/HIGHLAND	657.93	-493.44	-493.44
✓ 368816	3200 WEST RAY ROAD		-493.44	0.00	-493.44
M096	CHANDLER AZ 85226	Bank - M096/DWY CIVLS: 139809-5661006-0N	657.93	0.00	0.00
2022-04-0412864-00	TOYOTA LEASE TRUST	BU41991/2127HGCZ22PC020561/2023/LEXUS/NX 350	796.77	-442.99	-442.99
✓ 412864	3200 WEST RAY ROAD	LINK # 2022-MS-0010972	-442.99	0.00	-442.99
S820	CHANDLER AZ 85226	Bank - S820/DWY CIVLS: 139809-6905543-Y	796.77	0.00	0.00
# OF Acct (s) : 74			54,151.30	-32,286.24	-32,286.24
			-32,286.24	0.00	-32,286.24
			54,151.30	0.00	0.00

RECEIVED
MAR 28 2024
Ryan LLC

2021-03-0365875-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	PHRAUJ/JTJBARB2K2208330/2019/LEXUS/NX 300	772.03	-257.08	-257.08	
1		/DMV CIVLS: 139809-5498239-0Y	772.03	0.00	-257.08	0.00
2021-03-0366118-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AR92076/JTJBZMCA0K2039153/2019/LEXUS/RX 350	971.44	-566.35	-566.35	
1		/DMV CIVLS: 139809-5203429-0Y	971.44	0.00	-566.35	0.00
2021-03-0366214-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	122LEP/JTJBARB25K2192459/2019/LEXUS/NX 300	772.03	-450.09	-450.09	
1		/DMV CIVLS: 139809-5369486-0Y	772.03	0.00	-450.09	0.00
2021-03-0366284-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AT07941/JTJBZMCA4K2038250/2019/LEXUS/RX 350	971.44	-728.59	-728.59	
1		/DMV CIVLS: 139809-5294249-0Y	971.44	0.00	-728.59	0.00
2021-03-0366291-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AG00602/JTMCY7AJ9K4075605/2019/TOYOT/LAND CRU	1,722.15	-1,004.01	-1,004.01	
1		/DMV CIVLS: 139809-5368681-0Y	1,722.15	0.00	-1,004.01	0.00
2021-03-0366391-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	286ZY2/JTMA1RFVOKJ013322/2019/TOYOT/RAV4 XLE	753.39	-188.35	-188.35	
1		/DMV CIVLS: 139809-5420331-0Y	753.39	0.00	-188.35	0.00
2021-03-0366515-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	424LBU/JTJH2KFA2N2034695/2022/LEXUS/RX 350 L	1,056.75	-528.36	-528.36	
1		/DMV CIVLS: 139809-6418311-0Y	1,056.75	0.00	-528.36	0.00
2021-03-0366527-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AZ75429/JTMCY7AJ9L4090736/2020/TOYOT/LAND CRU	1,810.14	-1,810.14	-1,810.14	
1		/DMV CIVLS: 139809-5964085-0Y	1,810.14	0.00	-1,810.14	0.00
2021-03-0366646-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AF36177/JTJBARB28K2204376/2019/LEXUS/NX 300	772.03	-386.01	-386.01	
1		/DMV CIVLS: 139809-5279866-0Y	772.03	0.00	-386.01	0.00
2021-03-0366743-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AR74680/JTJBARB21K2191132/2019/LEXUS/NX 300	772.03	-128.93	-128.93	
1		/DMV CIVLS: 139809-5174327-0Y	772.03	0.00	-128.93	0.00
2022-03-0368201-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	AZ75429/JTMCY7AJ9L4090736/2020/TOYOT/LAND CRU	1,851.72	-1,851.72	-1,851.72	
1		Bank - M096/DMV CIVLS: 139809-5964085-0N	1,851.72	0.00	-1,851.72	0.00

# OF Acct (s) : 11	12,225.15	-7,899.63	-7,899.63
	-7,899.63	0.00	-7,899.63
	12,225.15	0.00	0.00

OCT 31 2023

Inquiry Report

NORMALK TAX COLLECTOR

Interest Date : 04/22/2024

Page : 1

Bill#
Unique_id
Dist

Name
Address
City/State/Zip

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

TOT Inst
TOT Adj
TOT Paid

Page : 1
Tax Due
Int Due

Balance
Due Now
Discount

2022-03-0367889-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	/2T3P1RFV3KM058752/2019/TOYOT/RAV4 XLE	677.68	-169.43	-169.43
367889			-169.43	0.00	-169.43
M096		Bank - M096	677.68	0.00	0.00
2022-03-0368053-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	/JTMG1RFV0KJ008597/2019/TOYOT/RAV4 LE	616.90	-154.23	-154.23
368053			-154.23	0.00	-154.23
M096		Bank - M096	616.90	0.00	0.00
2022-03-0368082-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	/JTJDARD29L5005746/2020/LEXUS/NX	777.37	-453.20	-453.20
368082			-453.20	0.00	-453.20
M096		Bank - M096	777.37	0.00	0.00
2022-03-0368294-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	/58ADZ1B10LU055892/2020/LEXUS/ES 350	846.16	-281.76	-281.76
368294			-281.76	0.00	-281.76
M096		Bank - M096	846.16	0.00	0.00
2022-03-0368579-00	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	/2T2B2MCA3KC167984/2019/LEXUS/RX 350	900.54	-525.00	-525.00
368579			-525.00	0.00	-525.00
M096		Bank - M096	900.54	0.00	0.00
# Of Acct (s) : 5			3,818.65	-1,583.62	-1,583.62
			-1,583.62	0.00	-1,583.62
			3,818.65	0.00	0.00



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: May 6, 2024
Re: Tax Collector's Narrative: April 2024 End of Month report

As of the end of April 2024, having concluded ten months of the fiscal year, we collected more than \$372 million against what is now our \$379 million adjusted levy. The cumulative net adjusted levy remains 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 April 2024, our current collection rate was **98.13%**. We also collected **98.8%** of our sewer use levy, more than \$18 million, and **86.26%** of the Industrial Pretreatment Program (IPP) fee billing on behalf of the WPCA.

Compared with the prior fiscal year, we ended April 2024 very slightly behind last year for collection of taxes (-0.03%); and slightly ahead for sewer use (.25%), and the IPP fee (.33%). Through the end of April, we continue to see 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. Please note that the figures we report are net of refunds and credits.

With regard to prior years' collections, we have collected (net) in excess of \$3.4 million in past due taxes and interest in the first ten months of this fiscal year. Our year-to-date collections of back taxes and interest through the end of April 2024 are \$2 million more than what we collected during the same time period of the prior fiscal year. This variance is primarily a result of the tax sale endeavor.

We filed lien continuing certificates for accounts with balances due on the 2022 grand list in the town clerk's office on April 2, and expect to resume our normal schedule of filing liens in mid-March next year.

Our third-party collection agency continues to bill on our behalf for suspended motor vehicle accounts. We began working with this agency in late 2022. Through the end of March 2024, in conjunction with their efforts, we collected more than \$933,094 in past due motor vehicle taxes and interest due directly to the City, as well as more than \$140,282 in fees due to the agency. The 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. This has been a successful endeavor, and we will continue to work with the agency going forward.

We continue working on the tax sale, scheduled for Monday, September 9, 2024. Our targeted collection for this sale was approximately \$4.5 million. We started work on the sale in November 2023, and mailed preliminary letters to owners of about 100 properties scheduled to be included. We subsequently added more properties and sent another set of letters in early 2024, bringing the total number of properties to 191. As of this writing, **we have already collected in excess of \$2.9 million** on sale properties since November 2023, and there are 114 properties remaining in the sale. We will begin photographing the individual properties within the next few weeks, and will issue our tax sale demands later in May. We expect to file notices of sale on the land records and post the properties online within the next four to six weeks, officially commencing the tax sale process.

The purpose of the tax sale is to enforce collection of past due taxes. I provided some information on what a tax sale involves and why we do them in the January 2024 narrative. The 2024 tax sale will be our 10th sale since 2003. We have collected a cumulative total of more than \$43 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.

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 rate makers (Board of Estimate and Taxation) to set lower mill rates, as they will require a smaller allowance for uncollectible taxes. Conversely, lower tax collection rates require higher mill rates to be set, because 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.

We are moving quickly to the end of our fiscal year in June, and the beginning of the new fiscal year on July 1, 2024. With regard to the upcoming billing of our 2023 grand list, we will be working with the Assessor's Office to try to get our billing files to our printer as soon as possible with a target date of the last week of May. This would enable us to get bills in the mail to taxpayers by the second week of June. This is optimal, as it extends the collection period to six to seven weeks, rather than condensing it to only the weeks of the month of July, which is what occurs when we mail bills late in the month of June. Our division is entirely dependent upon the Assessors for billing and assessment information. They are responsible for real estate and business personal property assessment data; for data they receive from the Department of Motor Vehicles for our vehicle tax bills; and for property transfers, which also affect our billing. They also receive, analyze, and process the property tax relief applications submitted by the the 1,300+ households that receive city or state property tax relief. The billing cannot proceed until the Assessors have completed all their tasks and released their information to us. Further, we are dependent on our software vendor to process the data, so we can then release it to our third-party printing and mailing vendor. This will be our third major billing using our QDS software, following the June 2023 and January 2024 tax billings, and we anticipate being more familiar with the process this year.

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

TAX COLLECTOR'S REPORT
APRIL 2024

FISCAL YEAR 2023-2024 (2022 GRAND LIST)	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 23 - APR 24	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$30,725,059.50	\$26,811,436.58	87.26%	\$29,440,172.81	(\$1,284,886.69)	91.07%
AUTOMOBILE-SUPPLEMENTAL	\$4,210,689.03	\$3,495,694.47	83.02%	\$4,201,410.59	(\$9,278.44)	83.20%
PERSONAL PROPERTY	\$22,422,652.30	\$21,441,293.07	95.62%	\$22,223,518.35	(\$199,133.95)	96.48%
REAL ESTATE	\$325,927,765.40	\$320,279,774.70	98.27%	\$323,266,713.91	(\$2,661,051.49)	99.08%
TOTAL TAX	\$383,286,166.23	\$372,028,198.82	97.06%	\$379,131,815.66	(\$4,154,350.57)	98.13%
SEWER USE	\$18,240,059.00	\$18,200,774.90	99.78%	\$18,421,825.00	\$181,766.00	98.80%
IPP FEE	\$199,250.00	\$171,449.09	86.05%	\$198,749.84	(\$500.16)	86.26%

FISCAL YEAR 2022-2023 (2021 GRAND LIST)	ORIGINAL LEVY	JUN 22 - APR 23				
AUTOMOBILE-REGULAR	\$27,605,498.25	\$24,976,404.54	90.48%	\$27,144,766.88	(\$460,731.37)	92.01%
AUTOMOBILE-SUPPLEMENTAL	\$4,572,442.02	\$3,166,219.20	69.25%	\$4,415,318.11	(\$157,123.91)	71.71%
PERSONAL PROPERTY	\$26,217,238.98	\$21,132,069.94	80.60%	\$21,782,197.17	(\$4,435,041.81)	97.02%
REAL ESTATE	\$315,360,461.09	\$309,179,036.24	98.04%	\$311,843,663.79	(\$3,516,797.30)	99.15%
TOTAL TAX	\$373,755,640.34	\$358,453,729.92	95.91%	\$365,185,945.95	(\$8,569,694.39)	98.16%
SEWER USE	\$17,981,973.00	\$17,353,155.79	96.50%	\$17,608,319.48	(\$373,653.52)	98.55%
IPP FEE	\$190,750.00	\$165,842.66	86.94%	\$193,000.00	\$2,250.00	85.93%

TAX DIFFERENCE 2022 G.L. vs. 2021 G.L. INCREASE/(DECREASE)	\$9,530,525.89	\$13,574,468.90	1.16%	\$13,945,869.71	\$4,415,343.82	-0.03%
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SEWER DIFFERENCE 2022 G.L. vs. 2021 G.L. INCREASE/(DECREASE)	\$258,086.00	\$847,619.11	3.28%	\$813,505.52	\$555,419.52	0.25%
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IPP DIFFERENCE 2022 G.L. vs. 2021 G.L. INCREASE/(DECREASE)	\$8,500.00	\$5,606.43	-0.90%	\$5,749.84	(\$2,750.16)	0.33%
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BACK TAXES COLLECTED	FISCAL YR 2023-2024 (JUL 23 - APR 24)	FISCAL YR 2022-2023 (JUL 22 - APR 23)	CUR YR vs. PRIOR YR INC/(DEC)
PRIOR TAXES	\$979,252.15	(\$745,606.89)	\$1,724,859.04
PRIOR SEWER USE FEE	\$169,942.94	\$120,315.87	\$49,627.07
PRIOR IPP FEE	\$10,321.59	\$2,950.82	\$7,370.77
TOTAL PRIOR TAX, SEWER & IPP	\$1,159,516.68	(\$622,340.20)	\$1,781,856.88
CURRENT INTEREST	\$975,750.57	\$859,552.16	\$116,198.41
PRIOR INTEREST	\$1,109,542.72	\$933,969.55	\$175,573.17
SEWER USE FEE INTEREST	\$71,614.21	\$76,354.21	(\$4,740.00)
IPP FEE INTEREST	\$5,707.15	\$3,396.18	\$2,310.97
TOTAL INTEREST COLLECTED	\$2,162,614.65	\$1,873,272.10	\$289,342.55
PRIOR LIEN FEE	\$10,650.80	\$9,176.87	\$1,473.93
CURRENT LIEN FEE	\$2,400.00	\$0.00	\$2,400.00
TOTAL LIEN FEE COLLECTED	\$13,050.80	\$9,176.87	\$3,873.93
MISC FEES COLLECTED**	\$116,944.13	\$118,318.73	(\$1,374.60)
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$3,452,126.26	\$1,378,427.50	\$2,073,698.76

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION & SUSPENSE TRANSFERS

MEMORANDUM

TO: Honorable Members of the Board of Estimate and Taxation (BET)

FROM: Ralph Kolb, PE, Sr. Environmental Engineer, WPCA

CC: Vanessa Valadares, PE, Chief of Operations and Public Works
Chris Torre, Superintendent of Operations, DPW
Nelya Bauer, PE, Wastewater Systems Manager, WPCA

DATE: April 4, 2024

REASON: Norwalk Water Pollution Control Authority
Approved FY24/25 Operating Budget

The Norwalk Water Pollution Control Authority (WPCA), an enterprise fund, manages the City's sanitary sewer collection system, pumping stations and wastewater treatment facility in accordance with environmental standards and regulations in the most cost effective and responsible manner.

Enclosed is the WPCA's FY2024/25 budget as approved at the WPCA Board of Directors meeting held on February 20, 2024. The WPCA approved a 4.5% sewer use charge increase.

In early 2024, the WPCA's consultant, Woodard & Curran, finished updating its Dynamic Financial Model with current and future capital and operating budget spending, future bonding, and feedback from the WPCA Board of Directors, Mayor's Office and Finance Department. This model covers a forecast period of five years, from FY2025 through FY2029, and emphasizes the FY25 budget. The WPCA anticipates updating the model at least annually for future financial planning and budget preparation.

The WPCA and Veolia Water North America (Veolia) partnership continues to make significant progress in many key areas such as collections system operation and maintenance, emergency response, customer service, asset preservation, enhanced operations, and high quality effluent. In FY2023/24, multiple projects were completed including enhanced nutrient and nitrogen monitoring at the WWTP, sludge blend tank #1 rehabilitation, scum/filtrate processing enhancement, smart ball to assess the condition of the Keeler Brook Pump Station Force Main, and removal of building pile from 60-inch sanitary sewer interceptor.

In September 2022, the WPCA submitted a Sanitary Sewer Collection System Master Plan Update to the Connecticut Department of Energy and Environmental Protection (DEEP). In September 2023, a Facility Plan Update was submitted to DEEP. In February 2024, DEEP and City staff participated in progress meeting discussing both plans and long-term capital improvement recommendations.

The WPCA looks forward to continuing its ongoing capital improvements of rehabilitating collection system infrastructure, pump stations, and improvements at the Wastewater Treatment Plant.

Several key operating budget line items to note are as follows:

Revenues:

- Rate increase of 4.5%, which is an increase of \$18 residential; \$26 commercial; and \$0.46/1,000 gallons commercial consumption per WPCA Financial Model.
- Nitrogen Credits (~\$30k) for 2023, waiting for pricing from DEEP
- Includes line item for reimbursement (\$139,806) of WPCA support services billed to City

Expenditures:

- Operation and maintenance fee account increase of 3.5%
- Includes line item for reimbursement (\$763,653) of City support services billed to WPCA
- Debt service payments increasing due to bond funding of capital improvement projects
- Includes 2 new positions for FY24/25 (positions are to support the current and future projects)

City of Norwalk
WATER POLLUTION CONTROL AUTHORITY
Approved FY 2024-25 Operating Budget Summary

REVENUES (224062)

ACCOUNT	DESCRIPTION		APPROVED FY 23-24		PROJECTED ACTUAL FY 23-24		PROPOSED FY 24-25
	Sewer Use Charges	\$	18,585,000	\$	18,785,000	\$	19,642,000
4513	Norwalk Customers ¹	\$	17,940,000	\$	17,940,000	\$	18,747,000
4521	Wilton Interlocal Agreement ²	\$	600,000	\$	800,000	\$	850,000
4522	Other Contract Customers	\$	45,000	\$	45,000	\$	45,000
	Other Revenues	\$	869,863	\$	865,489	\$	853,506
452C	Industrial Pretreatment Surcharge ³	\$	175,000	\$	190,000	\$	175,000
452D	Sewer Connection Fees	\$	150,000	\$	150,000	\$	150,000
452E	Industrial Pretreatment Interest	\$	5,000	\$	5,000	\$	5,000
4451	Sewer Permits	\$	1,500	\$	1,500	\$	1,500
4807	Reimbursement of Expenses	\$	1,000	\$	-	\$	1,000
4453	Septage Haulers Licenses	\$	1,200	\$	1,200	\$	1,200
4516	Septage Disposal Fees	\$	175,000	\$	175,000	\$	175,000
4121	Nitrogen Credits ⁴	\$	50,000	\$	31,626	\$	30,000
4901	Investment Income ⁵	\$	110,000	\$	110,000	\$	110,000
4051	Interest on Delinquent Accounts ⁶	\$	65,000	\$	65,000	\$	65,000
489F	Reimbursement for Indirect Expenses ⁷	\$	136,163	\$	136,163	\$	139,806
TOTAL		\$	19,454,863	\$	19,650,489	\$	20,495,506

¹ Rate increase of 4.5%, which is an increase of \$18 residential; \$26 commercial; \$0.46/1000 gallons commercial consumption per WPCA Financial Model.
Includes annual adjustments and a 98.2% collection rate per Tax Collector's Office and may fluctuate based upon economic conditions.

² Billed on actual metered wastewater flow. Varies based on audited expenditures.

³ Registration fees are waived in FY23/24. No change in IPP rates.

⁴ Nitrogen FY23/24 credits estimated based on past CTDEEP credit sharing.

⁵ Per Comptroller.

⁶ Per Comptroller.

⁷ Salaries, benefits and other direct costs for WPCA support services, City Sewer Use Fee, IPP/FOG billing and stormwater O&M.

Description	FY22/23	FY23/24	FY24/25
City Sewer Use Fee	\$353,247	\$380,645	Unknown - TBD
Reimbursement for Indirect Expenses (City to WPCA	\$143,560	\$136,163	\$139,806
	\$496,807	\$516,808	Unknown Total

City of Norwalk
WATER POLLUTION CONTROL AUTHORITY
Approved FY 2024-25 Operating Budget Summary

EXPENDITURES (224062)

ACCOUNT DESCRIPTION		APPROVED FY 23-24	PROJECTED ACTUAL FY 23-24	PROPOSED FY 24-25
Personnel/Benefits		\$ 831,469	\$ 831,469	\$ 1,219,488
5110	Wages & Salary - Regular ¹	\$ 452,915	\$ 452,915	\$ 706,026
5428	Employee Benefits	\$ 241,404	\$ 241,404	\$ 376,312
5120	Wages & Salary - Overtime	\$ 100,000	\$ 100,000	\$ 100,000
5140	Wages & Salary - Part-time	\$ 36,000	\$ 36,000	\$ 36,000
5150	Longevity	\$ 1,150	\$ 1,150	\$ 1,150
5258 Operations & Maintenance Fees ²		\$ 10,430,000	\$ 10,430,000	\$ 10,795,100
5651 Indirect Expenses ³		\$ 692,807	\$ 692,807	\$ 763,653
5241 Electricity ⁴		\$ 1,553,000	\$ 1,553,000	\$ 1,607,400
5298 Other Contractual Services		\$ 250,000	\$ 250,000	\$ 250,000
5252 Legal Services		\$ 250,000	\$ 250,000	\$ 250,000
Administration		\$ 94,000	\$ 94,000	\$ 94,000
5286	Business Expense (General Office / Billing Costs)	\$ 32,000	\$ 32,000	\$ 32,000
5245	Telephone	\$ 2,000	\$ 2,000	\$ 2,000
5741	IT Hardware / Software	\$ 60,000	\$ 60,000	\$ 60,000
5235 Professional Dues/Memberships		\$ 10,000	\$ 10,000	\$ 10,000
5295 Training/Conferences		\$ 20,000	\$ 20,000	\$ 20,000
5418 Property Insurance/Liability Premium Worker's Compensation ⁵		\$ 140,086	\$ 140,086	\$ 88,950
5789 Replacement Reserve - Wilton's portion per agreement		\$ -	\$ -	\$ -
5789 Replacement Reserve - Norwalk ⁶		\$ 963,598	\$ -	\$ 261,095
5521 Debt Service - Principal		\$ 3,208,420	\$ 3,208,420	\$ 3,248,691
5522 Debt Service - Interest		\$ 1,011,484	\$ 1,011,484	\$ 1,887,129
TOTAL		\$ 19,454,863	\$ 18,491,265	\$ 20,495,506

¹ Includes step and COL increases. Includes 2 new positions for FY24/25.

² Includes a 3.5% increase on base service fee, contract incentives, and a 5% contingency for contract components (pass-through and extraordinary items).

³ Salaries, benefits and other direct costs for City support services including Finance Department (CFO, Tax Collector, Tax Assessor, Comptroller, IT/GIS, Purchasing, and Management & Budgets), Customer Service, and DPW Engineering.

⁴ Assumes 3.5% increase over previous year.

⁵ Per Risk Management and Finance Department

⁶ Funds to be used for rate stabilization in future years related to multiple collection system, WWTP, and pump station projects included in WPCA Financial Model.
Does not include \$850K for transfer by WPCA Board for unanticipated expenses.

**TAX AGREEMENT BETWEEN THE CITY OF NORWALK,
THE HOUSING AUTHORITY OF THE CITY OF NORWALK,
SOUND COMMUNITIES INC.,
AND SC MEADOW GARDENS LLC**

THIS AGREEMENT, made effective this _____ day of _____, 2024, is between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut and located in the County of Fairfield in said State (the "City"), acting herein by Harry W. Rilling, its Mayor, hereunto duly authorized, the **HOUSING AUTHORITY OF THE CITY OF NORWALK**, a public body corporate and politic, acting herein by Adam D. Bovilsky, its Executive Director, duly authorized (the "Housing Authority"), **SOUND COMMUNITIES INC.**, a Connecticut non-stock corporation ("Sound Communities") and **SC MEADOW GARDENS LLC**, a Connecticut limited liability company, and having its principal office at 24 ½ Monroe Street, Norwalk, Connecticut 06854 (the "Developer"), acting herein by Lisa Endo, Vice President of Sound Communities, as managing member of SC Meadow Gardens MM LLC, a Connecticut limited liability company, as managing member, hereunto duly authorized.

WITNESSETH

WHEREAS, the Housing Authority is the record holder of title to certain real property currently identified on the Norwalk Tax records as **District X, Block X, Lot X** and known as 45 Meadow St. and 5 Monterey Pl., Norwalk, Connecticut, (the "Parcels") which is more particularly described in **Schedule A**, attached hereto and incorporated into this Agreement; and

WHEREAS, the Housing Authority intends to transfer the Parcels to Sound Communities; and

WHEREAS, by virtue of a certain anticipated Ground Lease Agreement between the Developer and the Sound Communities, a notice of which shall be recorded on the Norwalk Land Records in a form substantially similar to the attached Exhibit A, Sound Communities will lease its interests in the Parcels (such leasehold interest to be known as the "Leasehold") to the Developer for a period of ninety- eight (98) (the "Lease") years for the purpose of constructing thereon certain improvements consisting of low and moderate income housing units and related improvements (collectively, the "Improvements") to be identified as Meadow Gardens (the "Housing Project"); and

WHEREAS, the Housing Project will be constructed on a 3.78-acre site in the South Norwalk neighborhood on which current improvements consist of a public housing complex of fifty-four (54) units, which has been owned by the Housing Authority since 1959 under a Declaration of Trust with the U.S. Department of Housing and Urban Development, and which will be demolished prior to the execution of the ground lease and the construction of the Housing Project;

WHEREAS, the Housing Project will create fifty-five (55) affordable, multifamily residential units restricted to households earning up to fifty percent (50%) of Area Median Income (AMI), thirty (30) of which will be made available for Section 8 voucher holders on the Housing Authority waitlist; and

WHEREAS, the Housing Project will be financed in part by a bank loan, a loan from the Connecticut Department of Housing, a loan from Sound Communities, Inc., in part by Low Income Housing Tax Credits and a Community Investment Fund Grant;

WHEREAS, the City is authorized to enter into written agreements fixing the taxes on the real property used solely for low and/or moderate-income housing, pursuant to Section 8-215 of the Connecticut General Statutes and Chapter 58 of the Norwalk City Code; and

WHEREAS, the City is willing to enter an agreement pursuant to Section 8-215 of the Connecticut General Statutes and Chapter 58 of the Norwalk City Code as to "Taxes" (as defined below) related to the Property; and

WHEREAS, the City is willing to enter such a tax agreement with the Developer and Sound Communities in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The City hereby enters an agreement (the "Tax Agreement") as to real property taxes assessed on the Parcels, Leasehold, and the Improvements (the "Property") to the extent and so long as the Property is used for the purpose of providing housing for low and moderate income persons and families, as defined by the U.S. Department of Housing and Urban Development, and updated annually, and verified to the City as set forth herein.
2. The Developer and Sound Communities, and the City hereby agree that all Taxes that would otherwise be assessed with respect to the Property are hereby abated and in lieu thereof the Developer, as tenant under the Lease with Sound Communities, shall pay Taxes with respect to the Property as follows:
 - (a) The Developer shall commence paying Taxes in the tax year (the "Tax Year") in which the Property is producing rental income;
 - (b) The Tax Year's liability for Taxes shall be determined by multiplying the aggregate rent collected with respect to the Housing Project for each fiscal year,

excluding any rental assistance subsidies, and reduced by the costs of utilities and trash payments paid by the Developer for such fiscal year, by five percent (5%).

- (c) The Developer agrees to provide to the City's Tax Assessor audited financial statements on or before June 15th in each calendar year throughout the effective term of this Agreement;
 - (d) If, however, the general method of property tax valuation and assessment determined in accordance with Connecticut General Statutes Section 12-63, would result in an amount that is less than the amount required pursuant to this Agreement, the Developer shall pay the lower amount;
 - (e) In no event shall the Developer be obligated to pay taxes under this Agreement in excess of taxes that would otherwise be assessed against the Property, Developer, or Sound Communities if this Tax Agreement were not in effect. In such event, the Developer shall pay the lesser amount.
3. The Developer and Sound Communities, and the City hereby acknowledge and agree that the savings resulting from the foregoing abatement and fixing of Taxes are necessary for the Property to reduce rents below the levels which would be achieved in the absence of such abatement, to improve the quality and design of such housing; to effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner of Community Affairs by regulation; and to provide necessary related facilities or services in such housing, all of which are reflected and included within the existing plans and rental rates for the Housing Project.
4. The term of this Tax Agreement shall be the first to occur of (i) sixteen (16) years from the date of completion of the Project as reflected by the issuance of the first certificate of occupancy or temporary certificate of occupancy for the last unit in the Housing Project, or (ii) eighteen (18) years from the date when all parties have signed the Agreement.
5. The Developer and Sound Communities shall allow the City to perform an audit of their respective financial records, including income tax documents, on a regular periodic basis, as requested by the City's Finance Department. If the Developer has an audit prepared by a Certified Public Accountant, consisting of a statement of all rental and other income, operating costs, a statement of profit and loss, a balance sheet, and a statement of disposition of funds for the preceding year an audit may not be required from the Developer as long as such documentation is made available to the City in a timely manner in accordance with paragraph 6 hereof.

6. The Developer and Sound Communities jointly agree and represent that they shall comply with all applicable federal, state and local laws, statutes, regulations, ordinances, codes with respect to its ownership of the Property and the operation and maintenance of the Housing Project and the terms of any instruments with a governmental agency having jurisdiction over the Property, including the Connecticut Housing Finance Authority (CHFA).
7. The Developer and Sound Communities shall keep full and accurate records regarding the use and operation of the Property and the Housing Project. As long as this Agreement remains in effect, the Developer and Sound Communities shall, annually by May 15th, make their respective financial books and records with respect to the Property and the Housing Project available to the City, its officers, employees, authorized agents and independent contractors for review, inspection, reproduction and audit. All financial books and records of the Developer delivered to the City shall be deemed confidential information. The City agrees that the financial books and records will be kept confidential, and that the City shall not, without the prior written consent of the Developer, disclose the same to a third party. The City may disclose the Developer books and records to those officers, employees, authorized agents and independent contractors who need to review the same for the limited purposes set forth in this Agreement and who expressly agree to the requirement to keep the same confidential. This provision shall survive the expiration or earlier termination of this Agreement and shall permit the City to conduct such an audit of the Developer's and Sound Communities' records in connection with the agreement hereby granted for the period of four years beyond the last applicable tax due date.
8. In the event this Agreement is terminated, all Taxes due and owing from and after the date of termination shall be paid in accordance with the applicable tax regulations in effect at that time and there shall be no further abatement of the Taxes pursuant to the terms of this Agreement.
9. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Connecticut. Any litigation arising from this Agreement shall be commenced and maintained in the Connecticut Superior Court, Judicial District of Stamford/Norwalk, provided, however, that the City does not waive any defenses it may have as a municipality.
10. If any provision of this Agreement shall to any extent be held invalid or unenforceable, then only such provision shall be deemed ineffective, and the remainder of this Agreement shall not be affected.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement.
12. It is understood and agreed by the parties that this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of real property taxes related to the Property, and that no oral statements or promises or understandings not embodied in this Agreement shall be valid or binding. Further, this Agreement shall inure to the benefit of and shall be binding on the parties and their respective heirs, successors and assigns.
13. This Developer, Housing Authority, and Sound Communities hereby represent to the City that they each are a legally existing entity under the laws of the state in which it is organized and that they have and have exercised the required corporate power and authority and have complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume and undertake the responsibilities and obligations created hereunder.
14. The Developer, Sound Communities, and Housing Authority hereby further confirm that this Agreement is duly executed and delivered by an authorized officer, partner or representative of each, acting in accordance with such officer's powers and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.
15. All notices, requests, demands, approvals, or other communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given if (i) delivered by hand or by local courier delivery, (ii) sent by recognized overnight delivery service such as Federal Express, or (iii) transmitted by electronic mail, provided such notice is also sent simultaneously in the manner provided for in (i) or (ii) above, addressed as follows:

If to City: City of Norwalk Connecticut
Office of the Mayor
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856

With a Copy to: Corporation Counsel
City of Norwalk
125 East Avenue
P.O. Box 798
Norwalk, CT 06856

If to Sound Communities:

Sound Communities Inc.
24 ½ Monroe Street
Norwalk, CT 06854
Attn: Adam Bovilsky

With a Copy to:

Lattarulo Law Firm, LLC
304 Main Avenue #329
Norwalk, CT 06851

If to Developer:

SC Meadow Gardens LLC
c/o Sound Communities, Inc.
24 ½ Monroe Street
Norwalk, CT 06854
Attn: Lisa Endo

With a Copy to:

Carmody Torrance Sandak & Hennessey LLP
195 Church St.
New Haven, CT 06510
Attn: Gregg Burton, Partner

All such notices and other communications shall be deemed to have been received (i) in the case of hand or local courier delivery on the date of such delivery, (ii) in the case of overnight delivery service, on the date following delivery to such delivery service, and (iii) in the case of telecopy, upon receipt of electronic confirmation thereof.

IN WITNESS WHEREOF, the parties have agreed to the terms of this Agreement as of the date first written above.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK, CONNECTICUT

Witness

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

Witness

Date signed: _____

Signed, Sealed and Delivered

in the Presence of:

SC MEADOW GARDENS LLC

By: SC Meadow Gardens MM LLC

Its Managing Member

By: Sound Communities Inc.

Its Managing Member

Witness

Witness

By: _____

Lisa Endo

Its Vice President

Duly Authorized

Date signed: _____

Signed, Sealed and Delivered
in the Presence of:

HOUSING AUTHORITY

OF THE CITY OF NORWALK

Witness

By: _____

Name: Adam Bovilsky

Title: Executive Director

Duly Authorized

Witness

Date signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

EXHIBIT A

NOTICE OF LEASE

DRAFT

SCHEDULE A

LEGAL DESCRIPTION OF GROUND LEASE

DRAFT

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: May 22, 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 61A – Leaf Blowers, Section 4 – Required Safety Features of the Use of Leaf Blowers

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

LEAF BLOWERS

§ XX-4. Required safety features for the use of Leaf Blowers.

No Person who owns or operates a gardening, landscape maintenance, or similar service shall allow an employee or agent of that service to operate an Internal Combustion Leaf Blower in the City of Norwalk without manufacturer recommended and rated personal protective equipment in accordance with industry standards, potentially including, but not limited to, eye, hearing and respiratory protection. ~~OSHA approved safety equipment, including but not limited to, ear and respiratory protection to mitigate the possible hearing loss and toxic fumes produced by said machine. This Subsection shall go into effect on September 1, 2023.~~ This Subsection shall go into effect on August 1, 2024.

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: May 22, 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 9 – Article IX, Section 9-27 – The Reapportionment Advisory Committee: Appointment Date – 2024 Transition Provision

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

**Ordinance Establishing an Advisory Committee for the Reapportionment of
Common Council Voting Districts**

Chapter 9 – Article IX

§9-27 The Reapportionment Advisory Committee: Appointment Date.

- A. Appointment.** No later than thirty days following the completion of reapportionment of the General Assembly, as required by the Constitution of the State of Connecticut, as further set forth in the General Statutes, a Reapportionment Advisory Committee consisting of seven members, no more than three of whom shall be of the same political party, shall be appointed by the President of the Council, following consultation with the Majority and Minority Leaders of the Council, and approved by a Majority Vote of the Council. In addition to consulting with the caucus leaders of the Council, the President shall consult with civic, political and community leaders in order to seek members reflecting the diversity of the residents as well as the geographic representation required by the Charter.
- B. Ex-officio Non-Voting Members.** The Registrars of Voters shall serve as ex-official non-voting members of the Reapportionment Advisory Committee.
- C. Appointment Date.** The date the Common Council approves the Reapportionment Advisory Committee shall be the "Appointment Date."

2024 Transition Provision. The Reapportionment Advisory Committee shall be approved by the Common Council not later than ~~thirty~~one hundred twenty days following the effective date of this Ordinance.