

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

**To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel.
Specific instructions and links can be found at norwalkct.org/meetings**

Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.

Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.

Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.

Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Donna King at dking@norwalkct.org to provide written public comment prior to the meeting.

REVISED AGENDA

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Special Meeting: March 29, 2021
Regular Meeting: April 13, 2021

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. MAYOR'S REMARKS:

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Authorization for discussion: Settlement: Amanda Fisher v. Norwalk Board of Education (3:20-CV-016 23-SRU)
EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to acquire a 2,877 Sq. Ft. perpetual Turnaround Easement from Stone Realty Associates, LLC located at 27 Seir Hill Road (Tax Lot 5-40-80-0) as shown on the map prepared by Ryan and Faulds Land Surveyors entitled "Easement Map Depicting Turnaround Easement Prepared For Stone Realty Associates, LLC, Norwalk, Connecticut," dated November 3, 2020, at a scale of 1" = 20' on file in the Department of Public Works.

B. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Norwalk Youth Symphony for their use of Cranbury Park for an Outdoor Concert to be held on Sunday, June 6, 2021 from 2:00 PM – 5:00 PM. Set up to begin at 12:00 Noon with teardown no later than 7:00 PM on Sunday, June 6, 2021. Estimated attendance 450-500.
2. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with National Marine Manufacturers Association for their use of Calf Pasture Beach, Shady Beach, Taylor Farm and Marvin School for the 2021 Norwalk Boat Show to be held Thursday, September 23, 2021, Friday, September 24, 2021, Saturday, September 25, 2021 and Sunday, September 26, 2021 from 10:00 AM – 7:00 PM daily. Estimated attendance 15,000. The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event.
3. Authorize the Mayor, Harry W. Rilling, to enter into a contract with the Exchange Club of Norwalk, CT for the Parking at Calf Pasture Beach, Shady Beach, Marvin School and Taylor Farm for Norwalk Boat Show to be held Thursday, September 23, 2021 through Sunday, September 26, 2021 for a sum not to exceed \$5,000.00. Account #014118-5258.
- 4a. Authorize the Mayor, Harry W. Rilling, to enter into a contract with Frank Cappasso & Sons, Inc. for Project #4111 Window Flashing and Exterior Wall Repairs at Gallaher Mansion for a sum not to exceed \$231,833.00. Approved as part of the Fiscal Year 2021-2022 Recreation and Parks Capital Budget. Account #0921-6030-5777-C0366.

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**REVISED
AGENDA**

**APRIL 27, 2021
VIA TELECONFERENCE**

- 4b. Authorize the Director, Recreation and Parks, to issue change orders to Frank Cappasso & Sons, Inc. for Project #4111 Window Flashing and Exterior Wall Repairs at Gallaher Mansion for a sum not to exceed \$23,183.00. Account #0921-6030-5777-C0366.
5. Authorize the Mayor, Harry W. Rilling, to enter into a contract with Kimley-Horn and Associates, Inc. for Project #3999R Recreation and Parks Master Plan for a sum not to exceed \$249,975.50. Approved as part of the Fiscal Year 2019-2020 Recreation and Parks Capital Budget. Account #0920-6030-5777-C0664.
- 6a. Authorize the Mayor, Harry W. Rilling, to enter into a contract with New Line Skateparks FL, Inc. Project #4110 for the Design of the Calf Pasture Beach Skate Park for a sum not to exceed \$58,800.00. Approved as part of the Fiscal Year 2020-2021 Recreation and Parks Capital Budget. Account #0921-6030-5777-C0365.
- 6b. Authorize the Director, Recreation and Parks, to issue change orders to New Line Skateparks FL, Inc. for the Design of the Calf Pasture Beach Skate Park for a sum not to exceed \$5,880.00. Account #0921-6030-5777-C0365.
7. Authorize to increase construction contingency allowance with TD and Sons, Inc. for Project # RNP2020-2 West Rocks Middle School Proposed Soccer Field Complex for an Additional amount of \$25,000.00. Approved as part of the Fiscal Year 2020-2021 Recreation and Parks Capital Budget. Account #0921-6030-5777-C0631.

C. ORDINANCE COMMITTEE

1. Approve the following revisions/amendments to the following City Code section:
 - Chapter 7, Article I, Section 7-6 – Definition of Gender

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute any and all necessary documents relating to the application and implementation of a \$15,000 grant with the State Department of Economic and Community Development/State Historic Preservation Office to fund an update to the Lockwood Mathews Mansion National Register nomination.
- 1b. RESOLVED, that Harry W. Rilling, who is the Mayor of the City of Norwalk, is empowered to execute and deliver in the name and on behalf of the City of Norwalk certain contract with the State of Connecticut, Department of Economic and Community Development, and to affix the Corporate Seal.

E. COMMUNITY SERVICES & PERSONNEL COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to accept the United Way of Coastal Fairfield County, Covid Relief Town Residents in Need Grant in the amount of \$4,000.

F. HEALTH & PUBLIC SAFETY COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling to enter into a simulated firearm equipment and training services agreement with VirTra Inc. for hardware, software, documentation, installation, training, maintenance and support for an initial term of 1 year with 4 successive 1 year renewal periods. Sole source purchase not amount not to exceed \$24,000 annually. Account 030000 2660.
- 2a. Authorize the purchasing agent, Sharon Connors to issue a purchase order to Interaction Insight Corporation for the sole source, under GSA Contract# GS-35F-0415V for the purchase and installation of Eventide NexLog740 call recorder system in the amount of \$30,007.34 from account#09193610 5777 c0615
- 3a. Authorize the purchasing agent, Sharon Connors, to issue a purchase order PowerPhone for sole source purchase for the amount not to exceed \$58,000, account# 0993610 5777 c0615
- 4a. Authorize the purchasing agent, Sharon Connors to issue a purchase order to Fleet Auto Supply, LLC for emergency lighting and up-fit for twelve Police Utility vehicles under project# 3768 for an amount not to exceed \$180,000. Account#09213010 5777 c0665.
- 5a. Authorize the purchasing agent, Sharon Connors to issue a purchase order to sole bidder, Sea Support Inc, under Bid #4095, for purchase of a refurbished and certified to "new" condition 25' Safe Defender Boat and Ray Marine Electronics, under Bid #4095, for the amount not to exceed \$207,000. Account #s 363023-5738-G000I, 35309J-5738, and 030000 2661.
- 6a. Authorize the purchasing agent, Sharon Connors to issue a purchase order to sole bidder, L+L Electronics, Inc, under Bid #4096, for the purchase and installation of Ray Marine Electronics, for the amount not to exceed \$38,000. Account# 35309J-5738 and 030000 2660.
- 7a. 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 period beginning May 1, 2021 through August 31, 2021 for the Local Health Department Vaccine Equity Partnerships Funding (VEPF) Program.
- 7b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Local Health Department Vaccine Equity Partnerships Funding (VEPF) Program for the period beginning May 1, 2021 through August 31, 2021.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

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

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel.

Specific instructions and links can be found at norwalkct.org/meetings

Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.

Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.

Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.

Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Donna King at dking@norwalkct.org to provide written public comment prior to the meeting.

**CITY OF NORWALK
COMMON COUNCIL
SPECIAL MEETING
MARCH 29, 2021
VIA TELECONFERENCE**

Mayor Rilling called the meeting to order at 7:00 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. King called the Roll:

At Roll Call the following Common Council members were present:

Council at Large: Mr. Gregory Burnett Ms. Dominique Johnson
 Mr. Nicholas Sacchinelli
 Ms. Barbara Smyth

District A: Mr. David Heuvelman Mr. Kadeem Roberts

District B: Ms. Darlene Young Ms. Diana Revolus

District C: Mr. John Kydes (7:02 P.M.)

District D: Mr. George Tsiranides Mr. Tom Keegan

District E: Mr. Thomas Livingston

At Roll Call there were eleven (11) Common Council members present and four (4) Common Council members absent (Mr. Langella; Mr. Kydes; Mr. Theodoridis; Ms. Shanahan). A Quorum was present.

Also present were Mayor Harry Rilling, City Clerk, Donna King and Corporation Counsel, Mario Coppola, Deanna D'Amore, Director of Health

II. COMMON COUNCIL COMMITTEES

A. HEALTH AND PUBLIC SAFETY COMMITTEE

Mr. Kydes joined the meeting at 7:02 p.m.

**** MR. SACCHINELLI MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF NORWALK AND BTC NORWALK REGENT, LLC TO USE AND OCCUPY ON A TEMPORARY BASIS THE BUILDING LOCATED ON 64 N. MAIN STREET, NORWALK, CT 06854 FOR THE PURPOSE OF ADMINISTERING COVID-19 VACCINATIONS.**

Mr. Sacchinelli explained that the Norwalk Health Department was able to identify a facility to help service the South Norwalk community to deliver the Covid 19 vaccine.

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

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel.

Specific instructions and links can be found at norwalkct.org/meetings

Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.

Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.

Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.

Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Donna King at dking@norwalkct.org to provide written public comment prior to the meeting.

**CITY OF NORWALK
COMMON COUNCIL
SPECIAL MEETING
MARCH 29, 2021
VIA TELECONFERENCE**

Mayor Rilling called the meeting to order at 7:00 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. King called the Roll:

At Roll Call the following Common Council members were present:

Council at Large:	Mr. Gregory Burnett	Ms. Dominique Johnson
	Mr. Nicholas Sacchinelli	
	Ms. Barbara Smyth	

District A:	Mr. David Heuvelman	Mr. Kadeem Roberts
-------------	---------------------	--------------------

District B:	Ms. Darlene Young	Ms. Diana Revolus
-------------	-------------------	-------------------

District C:	Mr. John Kydes (7:02 P.M.)	
-------------	----------------------------	--

District D:	Mr. George Tsiranides	Mr. Tom Keegan
-------------	-----------------------	----------------

District E:	Mr. Thomas Livingston	
-------------	-----------------------	--

At Roll Call there were eleven (11) Common Council members present and four (4) Common Council members absent (Mr. Langella; Mr. Kydes; Mr. Theodoridis; Ms. Shanahan). A Quorum was present.

Also present were Mayor Harry Rilling, City Clerk, Donna King and Corporation Counsel, Mario Coppola, Deanna D'Amore, Director of Health

II. COMMON COUNCIL COMMITTEES

A. HEALTH AND PUBLIC SAFETY COMMITTEE

Mr. Kydes joined the meeting at 7:02 p.m.

**** MR. SACCHINELLI MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF NORWALK AND BTC NORWALK REGENT, LLC TO USE AND OCCUPY ON A TEMPORARY BASIS THE BUILDING LOCATED ON 64 N. MAIN STREET, NORWALK, CT 06854 FOR THE PURPOSE OF ADMINISTERING COVID-19 VACCINATIONS.**

Mr. Sacchinelli explained that the Norwalk Health Department was able to identify a facility to help service the South Norwalk community to deliver the Covid 19 vaccine.

Ms. D'Amore said since the Health Department began providing vaccines in December, they have been following the State of Connecticut's eligibility guidelines. She said that it was important to have an accessible location in South Norwalk. She said that she was thrilled that Bow Tie Cinema wants to partner with the City and she is thankful for that partnership.

Mr. Livingston asked how this partnership came about. Mr. D'Amore said that the Mayor's Taskforce discussed locations and this location was suggested by a Task Force member. The Volunteer Coordinator made the connection with Bow Tie Cinema. The location meets all the criteria for a vaccine distribution location.

Mr. Heuvelman asked about parking and if LAZ is on board. Ms. D'Amore said she is working with the Chief of Economic and Community Development and the Parking Authority to offer some free of charge spots. Ms. D'Amore said the only financial commitment on the part of the City is to contribute up to \$400.00 a week for cleaning. She said she will be seeking FEMA reimbursement for those fees.

**** MOTION PASSED WITH ELEVEN (11) IN FAVOR (MR. BURNETT; MS. JOHNSON; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. YOUNG; MR. KYDES; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON) AND ONE (1) ABSTENTION (MS. REVOLUS)**

III. ADJOURNMENT

**** MR. ROBERTS MOVED TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY**

There was no further business and the special meeting was unanimously adjourned at 7:08 p.m.

ATTEST: _____
Donna King, City Clerk

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

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at norwalkct.org/meetings

Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.

Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.

Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.

Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Donna King at dking@norwalkct.org to provide written public comment prior to the meeting.

**CITY OF NORWALK
COMMON COUNCIL
APRIL 13, 2021
VIA TELECONFERENCE**

Mayor Rilling called the meeting to order at 7:33 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. King called the Roll. The following Common Council members were present:

Common Council
April 13, 2021
Page 1
Via Teleconference

Council at Large:	Mr. Gregory Burnett Mr. Manny Langella Ms. Barbara Smyth	Ms. Dominique Johnson Mr. Nicholas Sacchinelli
District A:	Mr. David Heuvelman	Mr. Kadeem Roberts
District B:	Ms. Darlene Young	Ms. Diana Revolus
District C:	Mr. John Kydes	Mr. George Theodoridis
District D:	Mr. George Tsiranides	Mr. Tom Keegan
District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan

At Roll Call there were fifteen (15) Common Council members present. A Quorum was present.

Also present were Mayor Harry Rilling, City Clerk, Donna King and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

Regular Meeting: March 23, 2021

The following correction was made to page 6 – correct Mr. Ayala’s title to Director of Economic Development

**** MR. BURNETT MOVED TO ACCEPT THE MINUTES AS CORRECTED**
**** MOTION PASSED UNANIMOUSLY**

III. PUBLIC PARTICIPATION

No members of the public wished to participate this evening.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none this evening.

APPOINTMENTS:

**** MR. HEUVELMAN MOVED TO APPROVE THE APPOINTMENT OF**
JORDON HENSLEY TO THE HISTORICAL COMMISSION

Common Council
 April 13, 2021
 Page 2
 Via Teleconference

Mr. Heuvelman spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS: There were none this evening.

B. MAYOR'S REMARKS:

Mayor Rilling wished the Muslim Community a peaceful Ramadan and a Spirit filled time of worship. He thanked them for all they do for the community.

Mayor Rilling announced that the City is following the recommendation of the CDC and DPH and halting use of the Johnson and Johnson vaccine. Moderna and Pfizer will continue to be administered in the City of Norwalk.

Mayor Rilling thanked the River Rowing Club, Keep Norwalk Beautiful, Keep America Beautiful and ORCA for their clean-up efforts along the Norwalk River banks. He noted that 4, 500 pounds of trash were collected by volunteers during the clean-up. He encouraged residents to be mindful of their garbage and dispose of them in the proper receptacles. The Annual Mayor's Clean-up is scheduled for April 17, 2021. Residents are invited to participate in this community project. More information will be available on the city website.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Mr. Sacchinelli announced that the Consent Calendar will be read by Mr. Heuvelman this evening.

RESIGNATIONS: There were none this evening.

APPOINTMENTS: There were none his evening.

REAPPOINTMENTS:

**** MR. KYDES MOVED TO APPROVE THE FOLLOWING
REAPPOINTMENTS:**

MICHAEL CHURCH, ETHICS BOARD, REGULAR

NORA NIEDZIELSKI-EICHNER, ETHICS BOARD, ALTERNATE

LORI TORRANO, ETHICS BOARD, ALTERNATE

Mr. Kydes, Mr. Keegan and Mr. Livingston spoke in support of the reappointments.

**** MOTION PASSED UNANIMOUSLY**

B. CONSENT CALENDAR:

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

**VII.A.1A, VII.A.1B, VII.A.2, VII.C1, VII.C.2A, VII.C.2B, VII.C.3, VII.D.1A,
VII.D.1B, VII.D.2, VII.D.3, VII.E.1, VII.E.2, VII.E.3, VII.E.4, VII.E.5,
VII.E.6, VII.E.7, VII.E.8, VII.E.9**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

A. HEALTH AND PUBLIC SAFETY COMMITTEE

**1A. AUTHORIZE THE MAYOR HARRY W. RILLING TO EXECUTE
ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT FUNDING
FROM THE JUSTICE EDUCATION FOUNDATION, INC UNDER FY20
PROJECT SAFE NEIGHBORHOOD GRANT AWARD IN THE AMOUNT
OF \$5,000.**

**1B. AUTHORIZE CHIEF THOMAS KULHAWIK TO EXECUTE ANY
AND ALL DOCUMENTS NECESSARY TO IMPLEMENT FY20
PROJECT SAFE NEIGHBORHOOD GRANT AWARD.**

**2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO
A LEASE WITH THE SECOND TAXING DISTRICT FOR THE
PURPOSES OF INSTALLING AND MAINTAINING RADIO
COMMUNICATION ANTENNA AND EQUIPMENT ON THEIR
EXISTING TOWER FOR AN INITIAL TERM OF 5 YEARS WITH 5
SUCCESSIVE 5 YEAR RENEWAL PERIODS.**

C. PUBLIC WORKS COMMITTEE

1. TECHNICAL CORRECTION OF THE COMMON COUNCIL ACTION OF SEPTEMBER 8, 2020, ITEM VII.A.6 TO ADD ACCOUNTS DESIGNATED FOR ON-CALL SURVEYING SERVICES. ACCOUNT NO. 09 18 4021 5777 C0599.

ACCOUNT NO.

09 10 4027 5777 C0302
09 20 4027 5777 C0302
09 21 4027 5777 C0302
09 18 4021 5777 C0021
09 19 4021 5777 C0021
09 20 4021 5777 C0021
09 19 4021 5777 C0318
09 21 4021 5777 C0318
09 06 4021 5777 C0315
09 20 4027 5777 C0643
01 40 30 5258
09 18 4021 5777 C0599

2A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH THE GRASSO COMPANIES, LLC, FOR PROJECT PM 2021-1, PAVEMENT MANAGEMENT PROGRAM, FOR AN AMOUNT NOT TO EXCEED \$3,008,196.40.

ACCOUNT NO.

09 20 4021 5777 C0021
09 21 4021 5777 C0021
09 21 4027 5777 C0302
09 20 4021 5777 C0503
09 21 4021 5777 C0503
09 20 4021 5777 C0649
09 21 4021 5777 C0318

2B. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS, TO EXECUTE ORDERS ON CONTRACT WITH THE GRASSO COMPANIES, LLC, FOR PROJECT PM 2021-1, PAVEMENT MANAGEMENT PROGRAM, FOR AN AMOUNT NOT TO EXCEED \$300,819.64.

ACCOUNT NO.

09 20 4021 5777 C0021
09 21 4021 5777 C0021
09 21 4027 5777 C0302
09 20 4021 5777 C0503
09 21 4021 5777 C0503

09 20 4120 5777 C0649

1 4021 5777 C0318

**3. APPROVE THE REVISIONS TO THE CITY OF NORWALK
DEPARTMENT OF PUBLIC WORKS STANDARD DETAIL DRAWINGS
NOTED AS FINAL APPROVED REVISIONS, DRAWINGS DATED
MARCH 2021, APPROVED BY ANTHONY R. CARR, P.E. #28018, C.F.M.,
CHIEF OF OPERATIONS AND PUBLIC WORKS AND VANESSA N.
VALADARES, P.E., #28346, PRINCIPAL ENGINEER.**

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

**1A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A
CONTRACT WITH PINNACLE DESIGN BUILD LLC FOR MILL HILL
JAIL AND BARN SITE ACCESSIBILITY ALTERATIONS – PHASE 2
PROJECT FOR A TOTAL NOT TO EXCEED \$221,749.00. ACCT.
#09196310 5799 C0374, 09196310 5777 C0430, 09216310 5777 C0521**

**1B. AUTHORIZE THE HISTORICAL COMMISSION TO ISSUE
CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED
\$23,000.00.**

**2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN
AMENDMENT TO THE LICENSE AGREEMENT WITH NORWALK
SEAPORT ASSOCIATION, INC. FOR ACCESS TO THE HOPE DOCK
FROM NORTH WATER STREET PARKING LOT, TO EXTEND THE
AGREEMENT PERIOD RETROACTIVELY FROM FEBRUARY 1, 2021
TO JANUARY 31, 2022.**

**3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN
AGREEMENT WITH YANKEE GAS SERVICES COMPANY D/B/A
EVERSOURCE ENERGY TO PROVIDE NATURAL GAS SERVICE FOR
THE JEFFERSON ELEMENTARY SCHOOL – RENOVATE AS NEW
PROJECT FOR A TOTAL OF \$76,276. FUNDS ARE AVAILABLE IN
ACCT. #0919/20 5010 5777 C0619**

E. FINANCE AND CLAIMS COMMITTEE

**1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS
COMMITTEE DATED: APRIL 8, 2021**

**2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX
COLLECTIONS DATED APRIL 8, 2021**

3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: MARCH 2021

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO SUBMIT AN APPLICATION TO THE STATE OF CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY GRANT FOR THE EMERGENCY MANAGEMENT PERFORMANCE GRANT WHICH IS APPROXIMATELY \$65,000.

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO SUBMIT AN APPLICATION TO THE STATE OF CONNECTICUT FOR GRANT FUNDS PROVIDED UNDER THE STATE OF CONNECTICUT'S LOCAL CAPITAL IMPROVEMENT FUND FOR LOCAL CAPITAL IMPROVEMENT PROGRAM (\$652,435- 2021 ENTITLEMENT).

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO APPROVE FOR THE LIBRARY INFRASTRUCTURE CHANGES, PURCHASE, DELIVERY, AND TRAINING FOR THE STAFF FOR (2) LAPTOP VENDING KIOSKS FOR AN AMOUNT NOT TO EXCEED \$70,000, (BUDGETED CAPITAL EXPENSE ACCOUNT 09212010-5777-C0784, NO SPECIAL APPROPRIATION REQUIRED).

7. APPROVAL OF FY2021-2022 PARKING AUTHORITY BUDGET.

8. APPROVAL OF FY2021-2022 WPCA BUDGET.

9. APPOINTMENT OF AUDITORS, CLIFTON LARSON ALLEN, LLP (FORMERLY KNOWN AS BLUM SHAPIRO), TO AUDIT FISCAL YEAR 2020-2021 AT A FEE OF \$97,000 (SECOND YEAR OF THE FIVE-YEAR CONTRACT).

**** MOTION PASSED UNANIMOUSLY**

A. HEALTH AND PUBLIC SAFETY COMMITTEE

- ** MR. SACCHINELLI MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO A MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF CONNECTICUT DESPP/DEMIS AND THE CITY OF NORWALK REGARDING THE FEMA MOBILE VACCINATION UNIT**

Mr. Sacchinelli reported that the date has been extended into May. Mr. Heuvelman thanked the Health Department for their hard work. Ms. Young asked which vaccines will be given on the mobile unit. Ms. D'Amore said they were administering the Johnson and Johnson vaccine, but they will be administering the Pfizer vaccine. Ms. Revolus suggested talking to the people in the community about nutrition.

- ** MOTION PASSED WITH ONE (1) ABSTENTION (MS. REVOLUS)**

B. PLANNING COMMITTEE

- ** MR. KYDES MOVED TO APPROVE THE 2021-2022 CAPITAL BUDGET OF THE CITY OF NORWALK WITH MODIFICATIONS AS OUTLINED IN THE ATTACHED MEMO.**

Mr. Kydes highlighted the 2021-2022 Capital budget initiatives. Mayor Rilling thanked the Planning Committee and the Planning Commission as well as the department heads who prioritized what they needed.

- ** MOTION PASSED UNANIMOUSLY**

C. PUBLIC WORKS COMMITTEE

- ** MR. TSIRANIDES MOVED TO APPROVE THE REVISIONS TO THE CITY OF NORWALK DEPARTMENT OF PUBLIC WORKS ROADWAY STANDARDS AMENDED MARCH 2021.**

Mr. Tsiranides reviewed the item and noted that these standards replace the 2017 standards. Mr. Carr added that they accommodate a complete streets system for all people. Mr. Livingston commended Mr. Carr and the staff. He said this is an important step toward walkability. In addition, this had the potential to slow traffic on the roads.

- ** MOTION PASSED UNANIMOUSLY**

**** MR. TSIRANIDES MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS TO WALK BRIDGE PROGRAM – 301- 0515NP PROJECT, INCLUDING THE P.A.L., ENCLOSED WITH THIS AGENDA WHEREBY THE CITY OF NORWALK WILL TRANSFER FUNDS IN THE AMOUNTS OF \$3,750,000.00 ON MAY 30, 2021, \$1,875,000.00 ON JULY 1, 2022, AND \$1,875,000.00 ON JULY 1, 2023, TO FUND THE UNDERGROUNDING OF UTILITY LINES ON EAST AVE FROM FORT POINT STREET TO OLMSTEAD PLACE TO BE PERFORMED BY CONN DOT. ACCOUNT NO.
09 19 4021 5777 C0471
09 20 4021 5777 C0471
09 21 4021 5777 C0471**

Mr. Tsiranides reviewed the item and said the funds are not going directly to the WALK Bridge project but are going toward a program dealing with overhead lines. Mr. Carr added that the headline in *The Hour* was incorrect. He said this work is required by CONNDOT. They came in with a project and the City wanted to be a part of that project. The City will pay for its part of the project. The City's part of the project will be done concurrent with CONNDOT's project. Traffic interruption will only occur once. The City will pay its portion in three installments. The staff is comfortable with the terms and provisions of this project.

**** MOTION PASSED UNANIMOUSLY**

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

**** MR. LIVINGSTON MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH KAESTLE BOOS ASSOCIATES, INC. TO PROVIDE ARCHITECTURAL DESIGN SERVICES FOR THE NEW NORWALK HIGH SCHOOL PROJECT FOR A TOTAL NOT TO EXCEED \$5,954,083.00 ACCT. #09215010 5777 C0787.**

AND TO AUTHORIZE TO ESTABLISH A CONTINGENCY FOR ADDITIONAL SERVICES AS MAY BE REQUIRED FOR A TOTAL NOT TO EXCEED \$297,704.00. ACCT. #09215010 5777 C0787.

Mr. Livingston explained that this is the next step in the new Norwalk High School project. Kaestle Boos Associates were selected through an extensive RFP process; they were the low bidder. He added that they have experience in building schools when they are occupied,

Mr. Keegan spoke in opposition to his project and said he could not support any appropriation for this project. He said he believes they will be unpleasantly surprised by how expensive this project will be. He noted that Mr. Dachowitz expressed warning signals. Mr. Keegan said there is talk about equity for all, but the elementary school in South Norwalk closed in the 1970s. He said that building a school in South Norwalk should be a priority. H said that 18 months ago, they did not know they needed or wanted a new high school.

Ms. Young thanked Mr. Keegan and said there is a need for a school in South Norwalk. She said she hoped it was not a case of one or the other. Ms. Young said she wants what is equitable for all.

Ms. Revolus thanked Mr. Keegan for looking out for the community as a whole.

Mr. Livingston spoke in support of the South Norwalk school and said they are currently allocating over \$70 million to renovate Columbus Magnet as well as building a new school in South Norwalk.

Mayor Rilling said that just before this meeting, many attended the District B meeting. The school in South Norwalk was a topic of discussion. He said there were plans in place, that turned out to not be feasible. The Board of Education commissioned a new study. He said that the Common Council and Board of Education are committed to moving forward with whatever plan is deemed feasible.

Mayor Rilling said that 18 months ago a new Norwalk High School was not planned, but when the State offered to reimburse at 80%, it was felt it was a good idea. That school is over 50 years old and in need of tremendous repair. A commitment made at that time was that this project would not delay the other projects.

Mayor Rilling said they are working to have preferable two schools in South Norwalk with a design the community wants.

**** MOTION PASSED WITH ONE (1) ABSTENTION (MR. KEEGAN)**

Due to a potential conflict of interest, Mr. Livingston left the meeting.

**** MR. SACCHINELLI MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS WITH THE STATE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT AND ACT AS THE AUTHORIZED REPRESENTATIVE OF THE CITY OF NORWALK FOR THE PURPOSE OF ACCEPTING AND TRANSFERRING FUNDS TO ROWAYTON HISTORICAL SOCIETY IN AN AMOUNT NOT TO EXCEED \$37,000.**

**** MOTION PASSED UNANIMOUSLY**

Mr. Livingston returned to the meeting.

E. FINANCE AND CLAIMS COMMITTEE

10. REVIEW THE SUMMARY OF THE FY 2021 - 22 TENTATIVE APPROVED OPERATING BUDGET ADOPTED BY THE BOARD OF ESTIMATE AND TAXATION (BET) ON APRIL 5, 2021, ALONG WITH THE ASSOCIATED MILL RATES BY TAXING DISTRICT. THE BET'S NET APPROPRIATION IS BELOW THE CAP ESTABLISHED BY THE COMMON COUNCIL ON FEBRUARY 23, 2021.

Mr. Burnett explained that they are approaching the final phase of the budget cycle. The recommendation made by the Board of Estimate and Taxation is below the Common Council cap set on February 23, 2021, due to the additional revenue from the American Rescue Plan. The next step is for the Board of Estimate and Taxation to approve the final budget on May 3, 2021.

The current budget provides a 0% increase. This is a welcome assistance during these difficult times; however, this funding will not appear every year, so it they need to move forward cautiously.

Mr. Burnett said that the Finance Committee of the Common Council and the Finance Committee of the Board of Education agreed to hold meetings each quarter, beginning in June.

Mr. Dachowitz reviewed details of the operating budget. He said that at the direction of the Mayor and followed through by the Board of Estimate and Taxation the net tax levy will be flat. He said the government body is not allowed to reduce taxes, but coming in flat is acceptable. Overall there will be a 0% tax increase. He added that there are restrictions in the funds.

Mr. Dachowitz said that he had a discussion with Mr. Hamilton about concerns about a cliff. The concept was that if they take this extra one time funding source, then in 2024 they will need a bigger increase. The efficiency study may help with the cliff.

Mr. Livingston asked about the type of restrictions on the funds. Mr. Dachowitz explained that on the City side, they could not use the funds to cut taxes or to fund pension or post retirement health plans. On the Board of Education side, there are restrictions on funds going to the schools.

Mr. Hamilton explained that they do not have definitive guidance from the State. He believes that at least 20% of the funds can be used to address learning loss. The intent of the funds is to address the needs of the students and to re-engage the students.

Mr. Hamilton said he was very concerned about the cliff and that at the end of the two years, they may be looking at an increase of \$27 million.

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were none.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none.

X. SUSPENSION OF RULES

There were none.

XI. ADJOURNMENT

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

There was no further business and the meeting was unanimously adjourned at 8:39 p.m.

ATTEST: _____
Donna King, City Clerk



VII.A

NORWALK PLANNING COMMISSION

125 East Avenue
Norwalk, Connecticut

MEMORANDUM

April 15, 2021

TO: Common Council

FROM: Bryan Baker, Principal Planner

SUBJECT: 8-24 Referral #03-21 - DPW – 27 Seir Hill Road - Seir Hill turnaround easement in favor of the City

At their April 14, 2021 meeting, the Norwalk Planning Commission made the following decision:

BE IT RESOLVED by the Norwalk Planning Commission that 8-24 Referral #03-21 - DPW- 27 Seir Hill Road – Seir Hill turnaround easement in favor of the City be **APPROVED**.

BE IT FURTHER RESOLVED that the reasons for this action are to implement the following Plan of Conservation and Development goals, policies and actions:

1. That *“Norwalk’s infrastructure and public facilities are resource-efficient, well-maintained, cost-effective, sustainable and resilient”* (Chapter 11: Public Facilities, Infrastructure & Services); and
2. To *“Ensure Norwalk’s emergency services departments are provided with appropriate funding for equipment and facilities to provide superior service and maintain a high level of public safety”* (Chapter 11: Public Facilities, Infrastructure & Services); and

BE IT FURTHER RESOLVED that notice of this action be forwarded to the Common Council.



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

MEMORANDUM

TO: Anthony R. Carr, P.E., CFM - Chief of Operations and Public Works

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

CC: Vanessa Valadares, P.E. - Principal Engineer

REF: Seir Hill Road Turnaround Easement

DATE: March 24, 2021

Prior to 1970, Seir Hill Road extended from Oakwood Avenue, north to Belden Hill Road. In approximately 1970, U.S. Route 7 was extended north to Grist Mill Road and the portion of Seir Hill Road between the north end of the currently existing Seir Hill Road and the south end of the currently existing North Seir Hill Road was terminated for the U.S. Route 7 Right-of-Way. When that was done, there was no Cul-de-Sac constructed at the termination point of the currently existing north end of Seir Hill Road.

Stone Realty Associates, LLC and Metroflor obtained site plan approval in 2018 (was modified in 2020) for the construction, use and occupancy of a 21,000+ Sq. Ft. "Innovation Center" on excess land acquired from the State of Connecticut Department of Transportation. This multi-million dollar center will provide space where artists, designers and others can gather to collaborate, design and create mock-ups of new products for Metroflor, a Norwalk-based corporation which is the national leading provider of luxury vinyl tiles. Metroflor has its offices and warehouse in structures on adjacent land which fronts on Oakwood Avenue. In addition, Stone Realty and Metroflor received approvals for a 20-space off-street parking lot, accessed from Seir Hill Road, to provide parking for the Innovation Center.

During the Department of Public Works Plan Review and Approval process, Stone Realty Associates, LLC, agreed to grant the City of Norwalk a 2,877 Sq. Ft. Turnaround Easement over the Zoning Commission approved, on-grade parking facility, at no cost to the City of Norwalk. This will provide a permitted Turnaround area for City vehicles such as D.P.W. maintenance vehicles such as plow trucks that currently does not exist.

Therefore, I would like to request that the following two Items be included on the agenda for the April 6, 2021 meeting of the Public Works Committee of the Common Council for approval.

- 1a.) Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to acquire a 2,877 Sq. Ft. perpetual Turnaround Easement from Stone Realty Associates, LLC located at 27 Seir Hill Road (Tax Lot 5-40-80-0) as shown on the map prepared by Ryan and Faulds Land Surveyors entitled "Easement Map Depicting Turnaround Easement Prepared For Stone Realty Associates, LLC, Norwalk, Connecticut," dated November 3, 2020, at a scale of 1" = 20' on file in the Department of Public Works.
- 1b.) Referral of Item 1a. to the Planning Commission for a Report and Recommended Action pursuant to Conn. Gen. Stat. § 8-24.

I have attached a copy of the Easement Map and the proposed Turnaround Easement and Maintenance Agreement for your reference.

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

FORMER
HILL ROAD

TURNAROUND EASEMENT AND MAINTENANCE
AGREEMENT

WHEREAS, Stone Realty Associates, LLC, with a principal place of business at 29 Oakwood Avenue, Norwalk, CT ("Declarant") is the owner of a certain piece or parcel of land situated in the City of Norwalk, County of Fairfield and State of Connecticut, known as Tax Lot 80 in Block 40 of the Fifth Taxing District located at 27 Seir Hill Road (hereinafter the "Property") as shown on a certain map or plan titled "Property and Topographic Survey 15 Oakwood Avenue Prepared for Stone Realty Associates, LLC (Sheets 1 of 2 and 2 of 2)" dated October 25, 2017 revised to 5/3/20 prepared by Ryan and Faulds Land Surveyors, LLC; and

WHEREAS, the Zoning Commission of the City of Norwalk, Connecticut approved the use of the Property as an on-grade, off-street parking facility (Application #3-20-SPR) to be used in connection with other adjoining property owned by the Declarant at 24 Oakwood Avenue, Norwalk, Connecticut; and

WHEREAS, the Declarant has agreed to provide to its invitees, employees and guests, and to the City of Norwalk Department of Public Works (hereinafter "DPW"), the City of Norwalk Fire Department and other city emergency services departments, an area within the Property as a turnaround for vehicles; and

WHEREAS, said easement area is depicted and more particularly described on a map titled "Easement Map Depicting Turnaround Easement Prepared for Stone Realty Associates, LLC, Norwalk, Connecticut Scale: 1" = 20' November 3, 2020" prepared by Ryan & Faulds, LLC ("Easement Map"), which map is on file in the office of the Town Clerk of the City of Norwalk as Map No. _____; and

WHEREAS, the Declarant needs to identify and confirm the rights and responsibilities of the parties hereto with respect to the turnaround easement area,

NOW THEREFORE, the Declarant hereby declares the following easement and maintenance agreement:

1. There is hereby created a Turnaround Easement Area in, to, across and from 27 Seir Hill Road (as shown on the Easement Map) for the benefit of the Declarant and its invitees, employees and guests and the City of Norwalk DPW, fire department and other city emergency service departments. This easement shall run with the land and shall bind the Declarant, its successors and assigns, forever.
2. Said easement shall be approximately 2,877+/- sq.ft./0.0660+/- acres on the Property ("Turnaround Easement Area"), as more particularly shown and described on said Easement Map.
3. Said easement shall be used in common by Declarant, its employees, invitees and guests and by the City of Norwalk DPW, fire department and other municipal emergency service departments. The Declarant and DPW, fire department and other city emergency service departments, shall avoid interference with the rights of each other within said Turnaround Easement Area. Said Turnaround Easement Area shall only be used by

DPW, the fire department and other city emergency services departments for the purposes of vehicle turnaround and not be used for any other commercial or other purposes, or for the storage of any trash or other articles thereon.

4. Neither DPW, the fire department or any other city emergency services departments shall obstruct or interfere with the use of the Turnaround Easement Area by the Declarant, nor shall any other use by DPW, the fire department or other city emergency services department, establish or create a nuisance or annoyance to Declarant.
5. All repairs and maintenance of the Turnaround Easement Area shall be the responsibility of the Declarant. The Declarant shall be obliged at all times: a) to maintain the surface of the driveway reasonably flat and smooth; b) to keep the driveway free from all kinds of obstacles, lest the access become obstructed to other persons lawfully using it, including emergency vehicles; and c) in wintertime to keep the easement area cleared of dangerous accumulations of ice and snow by plowing, and/or sanding as necessary.
6. The Declarant, its successors and assigns, shall have responsibility for contracting for said maintenance, and shall make reasonable arrangements as it deems appropriate to assure that said maintenance is performed. The total costs of said repairs and maintenance shall be borne by the Declarant.
7. The Declarant shall keep and maintain liability insurance in the minimum amount of \$100,000.00/\$300,000.00, property damage in the minimum amount of \$125,000.00 and medical payment insurance in the minimum amount of \$5,000.00 to cover the use of said turnaround easement area by DPW, the fire department and/or any other city emergency service department, their employees and other staff.
8. This Declaration may be modified or amended only by an instrument in writing, made and executed by the Declarant and recorded in the Norwalk Land Records. The Declarant reserves the right, at its reasonable discretion, but upon reasonable notice to DPW, to further reasonably restrict the use of this Turnaround Easement Area should use by DPW, the fire department or any other city emergency services department substantially overburden or overuse the Turnaround Easement Area.
9. Any unreasonable use of the turnaround easement area by DPW, the fire department or any other city emergency services department or others, to the detriment of the Declarant, shall be prohibited. The Declarant reserves the right, at its reasonable discretion, but upon reasonable advance notice to DPW, to prohibit future use of the Turnaround Easement Area by any person, individual, entity or other who, after being notified of such unreasonable use, fails to cease and desist from using the Turnaround Easement Area in such unreasonable manner and contrary to the terms of this Easement.
10. This instrument shall be construed in accordance with the laws of the State of Connecticut.
11. The invalidity of any one provision of this Easement shall not void or declare invalid the entire Easement.

IN WITNESS WHEREOF DECLARANT has executed this EASEMENT FOR TURNAROUND AND MAINTENANCE AGREEMENT this ____ day of _____ 2021.

WITNESS:

Stone Realty Associates, LLC

By _____

Its _____
Duly Authorized

STATE OF CONNECTICUT

ss:

COUNTY OF FAIRFIELD

Personally appeared _____, the duly authorized
_____ of Stone Realty Associates, LLC, signer and sealer of the foregoing
instrument and acknowledged this as their free act and deed before me

Commissioner of Superior Court

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

VII.B

PLEASE PRINT

ORGANIZATION NAME: Norwalk Youth Symphony PERSONAL/FAMILY COMPANY/BUSINESS ☒ NON-PROFIT (501C3) Yes ☒ No

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

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Sara Watkins TITLE: Executive Director

YOUR NAME: Sara Watkins TITLE: Executive Director

ADDRESS: 71 East Ave Suite N E-MAIL ADDRESS: nysed@optonline.net

CITY: Norwalk STATE: CT ZIP CODE: 06851

HOME PHONE: _____ BUSINESS PHONE: 203 866 4100 CELL: 203 258 7526

FACILITY REQUESTED: Cranbury Park FACILITY & EVENT INFORMATION # OF PARTICIPANTS: 450-500

EVENT: Outdoor Concert DATE REQUESTED: June 6 2021

SET UP TIME: noon STARTING TIME: 2pm BREAKDOWN TIME: _____ END TIME: 7:00pm RAIN DATE: _____
(RAIN DATE FOR BEACH RENTALS ONLY)

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

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

SERVING FOOD: YES ☐ NO ☒ ARE YOU USING A FOOD TRUCK? YES ☐ NO ☒ NAME: _____

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

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES ☐ NO ☒
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES ☐ NO ☒
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES ☒ NO ☐ NYS Logo wear
WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES? YES ☐ NO ☒

BEACH PERMITS ONLY:

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES ☐ NO ☒
WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach YES ☐ NO ☒

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

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☐ NO ☐
If yes, name of person(s) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency

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

APPLICANT'S SIGNATURE: Sara Watkins DATE: 3-17-2021

OFFICE USE ONLY

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

City of Norwalk Recreation & Parks Department

Facility Rental Event Application Form

PLEASE PRINT

PERSONAL/FAMILY _____
COMPANY/BUSINESS Business
NON-PROFIT (501C3) Yes _____ No X

ORGANIZATION NAME: National Marine Manufacturers Association

NAME OF BENEFICIARY: Norwalk Boat Show Is this an Annual Event: Yes X No _____ # of years _____

NAME OF CORPORATE OFFICER AUTHORIZED

TO EXECUTE THE LICENSE AGREEMENT: Jon Pricko TITLE: Vice President, Northeast Shows

YOUR NAME: Josh Rosales TITLE: Operations Manager

ADDRESS: P.O. Box 266 E-MAIL ADDRESS: jrosales@nmma.org

CITY: Bath STATE: PA ZIP CODE: 18014

HOME PHONE: _____ BUSINESS PHONE: 646-370-3679 CELL: 631-944-0469

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Calf Pasture Beach Park, Shady Beach, Marvin School Sites, Taylor Farm, # OF PARTICIPANTS 15,000+

EVENT: 2021 Norwalk Boat Show DATE REQUESTED: September 23-26

SET UP TIME: _____ STARTING TIME: 10am-7pm Fri-Sat BREAKDOWN TIME: Sept 26 END TIME: 5pm RAIN DATE: _____
10am-5pm Sun (RAIN DATE FOR BEACH RENTALS ONLY)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☐ NO ☒ Exchange club - Sold in Marina

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

SERVING FOOD: YES ☐ NO ☒ ARE YOU USING A FOOD TRUCK? YES ☐ NO ☒ NAME: _____
Food sold in marina Tents to be used in Marina

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

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES ☐ NO ☒
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES ☐ NO ☒
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES ☐ NO ☒
WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES? YES ☐ NO ☒
Event at Marina

BEACH PERMITS ONLY:

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

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

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

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☐ NO ☒
If yes, name of person(s) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency

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

APPLICANT'S SIGNATURE: [Signature] DATE: 3/12/21

OFFICE USE ONLY

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



EXCHANGE

THE EXCHANGE CLUB OF NORWALK, CT

150 Connecticut Avenue * Norwalk, CT 06854-1930 * 203-852-1800

March 17, 2021

Nick Roberts
Director, Recreation & Parks Dept.
City Hall
East Avenue
East Norwalk, CT 06851

Dear Nick;

Please let this letter serve as a formal request to renew our contract for the parking at the annual **Norwalk International In-Water Boat Show**.

This event will be taking place on **September 23-26, 2021** at Cove Marina.

If you have any questions, please call, write or email.

Sincerely,

Ray A. Cooke

Ray A. Cooke
Past President, Norwalk Exchange Club
ray@exchangeclub.com

03/18/2021

NORWALK PURCHASING DEPARTMENT **RESPONSE SUMMARY - PROJECT #4111**

Window Flashing and Exterior Wall Repairs at Gallahe Mansion

Thank you for your response to our Bid. The following pages are a summary of the responses received.

BID SECURITY	VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMISSION	TOTAL AMOUNT
Yes	East Coast Wall Systems	Yes	Yes	\$241,000.00
Yes	Titan Enterprises, Inc	Yes	Yes	\$345,500.00
Yes	Frank Capasso & Sons, Inc.	Yes	Yes	\$231,833.00
Yes	Gilberto & Sons, LLC	Yes	Yes	\$286,400.00
Yes	G.L. Capasso, Inc	Yes	Yes	\$258,300.00
Yes	Tris State Land Management Contractors, Inc.	Yes	Yes	\$289,750.00
	Kafa Group LLC*	No	Yes	

*Non-confirming bid: did not submit a Bid Security and/or did not submit the other required forms and/or submission requirements

02/22/2021

NORWALK PURCHASING DEPARTMENT

RESPONSE SUMMARY - PROJECT #3999R

Recreation and Parks Masterplan Update (REBID)

Thank you for your response to our RFP. The following pages are a summary of the responses received.

VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMISSION
Woodard & Curran	Yes	Yes
Kimley-Horn and Associates, Inc	Yes	Yes
GreenPay, LLC	Yes	Yes
PROS Consulting, Inc.	Yes	Yes

*Non-confirming bid: did not submit a Bid Security and/or did not submit the other required forms and/or submission requirements

03/02/2021

NORWALK PURCHASING DEPARTMENT
RESPONSE SUMMARY - PROJECT #4110

Design Services – Skatepark Project

Thank you for your response to our RFP. The following pages are a summary of the responses received.

VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMISSION
American Ramp*	No	Yes
Pillar Design Services LLC	Yes	Yes
New Line Skateparks	Yes	Yes
California Skateparks	Yes	Yes
Grindline Skateparks, Inc	Yes	Yes

*Non-confirming bid: did not submit a Bid Security and/or did not submit the other required forms and/or submission requirements



CITY OF NORWALK
Nick Roberts
Director of Recreation and Parks
nroberts@norwalkct.org
P: 203.854.7725
Norwalk City Hall
125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

MEMORANDUM

DATE: April 7th 2021
TO: Recreation and Parks Committee
FROM: Nick Roberts, Director Recreation and Parks
RE: West Rocks Contingency

On July 14th 2020, the Common Council "Authorized the Director or Recreation and Parks to execute orders on contract with TD and Sons, Inc for Project RNP2020-02 West Rocks Middle School Proposed Soccer Field Complex for a sum to exceed \$170,024.06". The amount is based on a standard 10% contingency for capital projects, however due to the existing site conditions and we are requesting an increase in the purchase order amount.

Due to existing drainage conditions at the site we had to modify the original drainage plan to improve the downstream conditions. Additionally, the location presented a few challenges with regards to the sub surface rock ledge which increased the cost to install the field lights, concession stand, and terrace seating.

While the current shortage is approximately \$5,000, we are requesting to **"Authorize an increase construction contingency allowance with TD and Sons, Inc. for Project # RNP2020-2 West Rocks Middle School Proposed Soccer Field Complex for an Additional amount of \$25,000.00."** The request allows us to address any other unforeseen expenses, which we do not expect, and ensures we complete the project on time without having to resubmit approval for any additional funds.

Sincerely,

Nick Roberts

Director, Recreation and Parks

Change Order Log		
Change order description	Numbered	Amount
Electrical Line	1	\$ 1,735.20
Water line	2	N/A
Winter Coditions N/A	3	N/A
Rock removal Concession stand, walls	4	\$ 34,392.00
Rock Drilling Final	5	\$ 23,750.00
Retaining Wall and removal of unsitables	6	\$ 35,040.00
Fence above walls	7	\$ 11,790.00
Deduct Stairs in parking lot area	8	\$ 136.00
Add stairs to south side	8a	\$ 220.80
Add Catch basin on raod and deduct level spreader	9	\$ 2,904.00
Rock removal (Yard Drains and import suiable material	10	\$ 15,300.00
Bottom Rail	11	\$ 6,000.00
Install manhole and catch basin provided by town	12	\$ 6,000.00
Fill existing pipe	13	\$ 12,000.00
Create berm on toe of slope approx 200Lx10Wx6H	14	\$ 15,000.00
Special Testing to date 3-29-21	15	\$ 3,500.00
10' Gate Assuming the cost	16	\$ 5,000.00
Asphalt access way (300 sqft)	17	\$ 1,950.00

Total: \$ 174,718.00
 Authorized Contingency: \$ 170,024.26
 \$ (4,693.74)

Chapter 7. General Provisions, Article I. General, § 7-6. Definitions.

In the construction of this Code and of all ordinances of the city, the following definitions and rules of construction shall be observed, unless they are inconsistent with the manifest intent of the Council or the context clearly requires otherwise:

GENDER

Gender is defined as a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

References to man/men signify all individual persons or group of persons including woman/women and nonbinary individuals. Usage of he/him/his pronouns signify all other pronouns including she/her/hers and gender neutral pronouns including singular they/them/theirs pronouns.



VII.D

April 22, 2021

Alan Lo
Land Use and Building Management
City of Norwalk
125 East Ave
Norwalk, CT 06851

Re: State Historic Preservation Office Grant Resolution

Dear Mr. Lo, Chairman Livingston, and members of the Land Use Committee:

We just learned that the Connecticut State Historic Preservation Office (SHPO) is awarding a round of their *Survey & Planning Grants* that do not require the applicant to provide a match. Normally a 1:1 match is required. The grant application deadline is the first week of May. The grant application requires a resolution from the Common Council authorizing the Mayor to sign the appropriate documents.

The Historical Commission would like to apply for a \$15k grant to fund an update to the Lockwood Mathews Mansion National Register nomination. The original nomination did not include any of the outbuildings: Gate Lodge (Fairfield County Cultural Alliance & CRIS Radio), Carriage House (Center for Contemporary Printmaking (CCP), Gardener's Cottage (CCP), and Summer Kitchen (park restrooms). We have no other funding for this effort.

We anticipate adding ADA access to most of these buildings, along with extensive historic restoration over the next decade. Without their listing on the National Register (by adding them to the Mansion's nomination), they are not eligible for any grant funding. We anticipate applying for \$800k to \$1M of grants in the next ten years to support our ADA and restoration efforts (in \$150-200k increments), once they are added to the National Register nomination.

The requested action for the council is:

RESOLVED, THAT HARRY W. RILLING, WHO IS THE MAYOR OF THE CITY OF NORWALK, IS EMPOWERED TO EXECUTE AND DELIVER IN THE NAME AND ON BEHALF OF THE CITY OF NORWALK A CERTAIN CONTRACT WITH THE STATE OF CONNECTICUT, DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT, AND TO AFFIX THE CORPORATE SEAL.

Attached is a copy of the draft resolution guidelines, the program guidelines, and our application narrative.

Thank you for your continued support and consideration.

Sincerely yours,

David G. Westmoreland

125 East Avenue, Norwalk, Connecticut 06851

Historic Designation Report for Lockwood-Mathews Mansion and Elm Park, Norwalk, CT
Survey and Planning Grant Application
City of Norwalk and the Norwalk Historical Commission

A. APPLICATION ABSTRACT

The City of Norwalk Historical Commission seek funding to update the National Register nomination for the Lockwood-Mathews Mansion. The original nomination did not include much information about either the mansion, its historical significance, grounds or outbuildings all of which have now been extensively researched and new layers of significance discovered. The National Register nomination needs to be brought up to current standards of scholarship ahead of updating the National Landmark nomination.

B. PROJECT NARRATIVE

The Norwalk Historical Commission is authorized by the City of Norwalk and through local to oversee and manage the historic properties owned by the municipal government. Among these properties are four cemeteries – Brookside, Kellogg-Comstock, Mill Hill and Pine Island Cemetery – and ten historic buildings and their surrounding landscapes. These are: the Town House (1835), Lock-Up (1861), Governor Fitch Law Office (c.1740), Downtown District Schoolhouse (1826), Smith Street Barn (c.1880), Lockwood House (aka Norwalk Historical Society), Lockwood-Mathews Mansion and its associated original outbuildings, the Gate Lodge, Gardener's Cottage (aka the Laundry) and Carriage House. The landscaping for both Mill Hill and the Lockwood-Mathews Museum also fall under the Historical Commission's jurisdiction as does the collections and archives of the Norwalk Museum.

The project for which the City of Norwalk Historical Commission seek funding involves the Lockwood-Mathews mansion which was listed on the National Register of Historic Places in 1971 and, ultimately, achieved National Landmark status.

At the time the original nomination was written, the mansion and its grounds had not been extensively researched and initiatives to preserve the mansion were in their infancy. The historic significance in the nomination, consequently, does not fully detail the importance of the resource, nor does it consider the surviving elements of the estate and the remaining 12.44 of the original 35-39 acres. While this issue has been known for some time, recent projects have underlined the need for updating the National Register nomination and subsequently the National Landmark nomination as discussed with SHPO. These recent projects have included the restoration of various rooms in the Mansion, the reinstallation of the original wrought iron fence and granite curb along West Avenue, the creation of outdoor didactic and wayfinding panels about the Mansion, Grounds and their history, and the recently begun compilation of a master plan for the remaining grounds of Elm Park. Likewise, future projects include creating ADA access in the Carriage House. These projects have necessitated large-scale research and reconnaissance by preservation architects, historic landscape architects and historians. This has resulted in a much deeper and more dynamic understanding of the history of this property, its owners and its part in the development of Norwalk.

Should funds be awarded to this project, the project will be managed by the Norwalk Historical Commission. Money will go to hiring a historic preservation specialist who can consult with SHPO and create an updated historic nomination with all relevant information.

The City of Norwalk Historical Commission will directly benefit from this project as, upon completion, they will have a better understanding of the development of the property and the interconnectedness of its remaining buildings and landscapes. This information will help understand the historic significance of all buildings in Elm Park and allow owners and developers to plan accordingly when contemplating and/or undertaking any construction. City officials, local and adjacent property owners, and preservation professionals will also use information gathered to inform preservation and community plans, tourism efforts, and assist in planning within the environmental and disaster assistance sectors. Furthermore, the information collected can be used to:

- Establish priorities for conservation, restoration and rehabilitation efforts;
- Provide the basis for using legal and financial tools to protect and enhance historic resources;
- Increase public and private awareness of the manmade environment and the need for preservation efforts; and
- Enable local governments and federal agencies to meet planning responsibilities and review policies under existing Federal legislation and procedures.

In this way, these municipal benefits also become community benefits as Norwalk residents and visitors will continue to enjoy the park and interact more with the buildings and landscapes during recreation activities. Likewise, directly across Butler Street from the Mansion and Park, work is being undertaken to establish the Norwalk Arts Center. This initiative is going to draw more people to the area and circulation to/from the park and the grounds of the Mansion is going to be increased with new footpaths and access points potentially. Because of this, the Mansion will be part of an invigorated cultural and recreational hub. All of these benefits will also be the measurements of success of the project.

The final deliverable product – an updated National Register nomination that meets current guidelines and scholarship criteria - will be shared via the municipal website as well as through the Lockwood-Mathews Mansion website and websites of the institutions that currently lease the Carriage House and Gardener's Cottage (Center for Contemporary Printmaking) and Gate Lodge (Fairfield County Preservation Alliance).

C. PHOTOGRAPHS



Figure 1 Aerial view of remaining Lockwood Mathews Mansion and outbuildings, along with Pine Island Cemetery, Stepping Stones Children's Museum and Parking Lots.

D. PROJECT TIMELINE

June 2, 2021: Grant application is reviewed by the HPC. If awarded, the City will enter into a 12-month contract with the State Historic Preservation Office.

July 1, 2021: RFP is advertised by the Historical Commission and applications accepted with a response deadline of August 15, 2021.

August 23 and 24, 2021: Consultant interviews and subsequent selection of a consultant for the project.

August 31, 2021: A qualified historic preservation specialist or group is selected, and a contract is signed.

January 3, 2022: First draft of the updated nomination is presented to interested parties.

February 1, 2022: Final draft of the nomination is sent to SHPO for review and comment. Edits made by end of month and resubmitted by March 1.

March 1 – April 30, 2022: Nomination reviewed by HPC.

May 15, 2022: Edits requested by HPC made and final draft submitted to SHPO for processing.

E. BUDGET AND NARRATIVE

The Norwalk Historical Commission and City of Norwalk seeks a \$15,000 grant to hire a consultant to produce the updated nomination discussed above. As the 50% match is currently suspended, these funds will be used to pay the consultant only. No other costs are anticipated. As part of the contract, the consultant will provide the Historical Commission a hard copy of the report for their archives.

Grant Overview

The State Historic Preservation Office (SHPO) offers matching, reimbursement Survey and Planning (S&P) grants of up to \$20,000.00 to Connecticut municipalities and 501(c)3 and 501(c)13 nonprofits for a variety of historic preservation planning and predevelopment purposes.

Survey and Planning Grants are funded by the Community Investment Act (also known as Public Act 05-228), which was signed into law on July 11, 2005. The Act provides increased funding for historic preservation as well as open space, farmland preservation, and affordable housing.

Eligible Applicants

Eligible Applicants:

- Municipalities
- 501(c)(3) or 501(c)13 nonprofit organizations that have had tax-exempt status for at least two years
- 501(c)(3) or 501(c)13 nonprofit organizations that have had tax-exempt status for less than two years but can demonstrate at least a 5-year history of sustainable historic preservation program activity
 - Must be individually approved as eligible for funding by the Historic Preservation Council

An Eligible applicant cannot apply for a grant on behalf of an ineligible group or organization.

Eligible Activities

Historic Resources Inventories

Historic Resources Inventories create a detailed record of historic buildings, sites, structures, and/or objects within a defined geographical area, or multiple resources related to a theme, throughout the state. These documents are based on archival research, field work, and photography.

Historic Designation Reports are completed by an Architectural Historian or a Historian who meets the Secretary of the Interior's Professional Qualifications Standards as published in the Code of Federal Regulations, 36 CFR Part 61.

Archaeological Surveys and Reports

The principal objective of an archeological investigation is to identify potentially significant archeological deposits located in a certain area to guide future development projects. The consultant will perform background research to identify archeologically sensitive areas and to establish a context for any archeological resources that may be identified. The investigation will include a subsequent Phase I (reconnaissance) level archeological survey which will provide systematic coverage of the property to locate evidence of archaeological deposits. It is expected that the reconnaissance survey will not only determine the presence of archaeological deposits, such as artifacts, features, and/or structural remnants; but also determine the nature and extent of those deposits by performing shovel tests and excavations as part of the investigation.

Template for Certified Resolutions

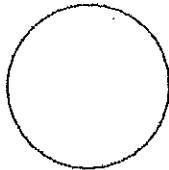
**the following should be printed on organizational letterhead*

Certified Resolution

I, **NAME OF SECRETARY (OR OTHER BOARD OFFICER)**, Secretary of **NAME OF ORGANIZATION AS INCORPORATED**, a Connecticut corporation, do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of this corporation, duly held on **DATE** of board meeting (**held BEFORE contract is signed**), at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED, that **NAME OF OFFICIAL**, who is the **TITLE** of this corporation, is empowered to execute and deliver in the name and on behalf of this corporation a certain contract with the State of Connecticut, Department of Economic and Community Development, and to affix the corporate seal, if any.

In Witness whereof, the undersigned has affixed his/her signature and the corporate seal of this corporation, if any, this the _____ day of _____, 20____.



(Signature)

NAME OF SECRETARY

DATE (**BEFORE contract is signed**)



VII.E

2020-2021 MEMORANDUM OF UNDERSTANDING

by and between

United Way of Coastal Fairfield County and City of Norwalk, Norwalk Social Service Fund
for
Covid Relief for Town Residents in Need

Purpose

This Memorandum of Understanding (the Agreement) is hereby made by and between United Way of Coastal Fairfield County (the Grantor) and **City of Norwalk, Norwalk Social Service Fund** (the Grantee) to set forth the terms and understanding between the Grantor and Grantee regarding the effort to support town residents who are struggling under the weight of the Covid crisis and in need of emergency financial support or mental health services.

Grant Amount and Term of Agreement

Grant period start date April 1, 2021
Grant period end date June 30, 2021
Grant amount is not to exceed \$4,000

Grant Payments

Subject to the provisions of this Agreement and contingent upon availability of funds, the Grantor will pay the Grantee according to the following grant payment schedule:

- **\$4,000** upon signing of **Memorandum of Understanding** (return signed MOU by **4/1/2021**)

Reporting periods for this Agreement are the following: Final Report by June 30, 2021

Grant payments under this Agreement are payable and sent to the following Payee:

Name: Norwalk Service Fund, EIN: 06-6011881
Contact Person (Attention): Maria Escalara
Title: Human Services Director
Mailing Address: 125 East Avenue
City: Norwalk State: CT Zip: 06851
Phone: 203-854-7255 Ext. Fax:
Email: mesclara@norwalkct.gov

Check Memo Line: United Way Covid Fund Grant

Grantee Responsibilities

Under this Agreement, the Grantee will provide a final report with the following information:

- Number of recipients
- Race of recipients
- Problem recipients faced
- How funding helped address the problem
- (non-identifying) quote from one of the recipients for use in UWCFC marketing

Compliance with Laws

The Grantee expressly agrees to comply with all applicable Federal, State and local laws, regulations and ordinances applicable to Grantee's use of the grant proceeds and its operation of the Project, and all provisions required thereby are incorporated by reference into this Agreement. This agreement shall be construed in accordance with and governed by such laws.

The Grantee further agrees to provide a signed W-9 Form and a signed Statement of Compliance with the USA PATRIOT Act and other counterterrorism laws.

Financial Records

The Grantee is responsible for the expenditure of funds, for maintaining adequate records consistent with generally accepted accounting practices and, if requested, for providing the Grantor with financial reports (i.e., audit/ Form 990), budgets and other current financial information. This Agreement is subject to financial review by United Way of Coastal Fairfield County at any time during, as well as promptly following, the grant period.

Hold Harmless

The Grantee agrees to indemnify, defend and hold harmless United Way of Coastal Fairfield County and its agents and employees, from any liability, loss, cost, injury, damage or other expense that may be incurred by any of them or claimed by any third person against any of them as a result of the Grantee's use of the grant proceeds or any action or non-action taken by the Grantee in connection with this Agreement.

Branding & Communications

Acceptance of the funds requires the grantee to meet the following requirements: If you promote the use of these funds, please acknowledge the United Way of Coastal Fairfield County in all media communications, public announcements, and printed materials of the project. We ask that you forward copies of these acknowledgements with your reports.

Performance

The United Way of Coastal Fairfield County reserves the right to discontinue, modify or withhold any payments under this Agreement or to require a total or partial refund of any grant funds that have not been previously used or committed by the Grantee in accordance with the terms of this Agreement, if, in its reasonable judgment, such action is necessary to protect the purposes and objectives of this grant or the integrity or any charitable interest of the United Way of Coastal Fairfield County. By way of illustration and not limitation, such action may be taken:

- a) The Grantee mismanages or makes improper use of any grant funds, or the Grantee otherwise fails to comply with any terms and conditions of this Agreement or the approved goals and objectives of the Project; or
- b) During the term of this Agreement, the Grantee loses its Federal Tax-exempt status under Section 501(c)(3) of the Internal Revenue Code; or
- c) During the term of this Agreement, material adverse changes in conditions (financial, facilities, operational, etc.) of the Grantee result in the Grantee's inability to effectively continue the Project.

The terms and conditions of this grant include all of the provisions of this Agreement.

Duration

This Agreement will continue in effect until the specified grant period end date and shall continue thereafter as to any obligations of either party that cannot, by their terms, be completed by that date until such obligations are satisfied in full.

Modification or Amendment

No amendment, change or modification of this Agreement including any Appendices shall be valid unless in writing signed by the parties hereto.

Witness

IN WITNESS WHEREOF, the undersigned parties have executed this Memorandum of Understanding, on the dates entered below.

City of Norwalk, Social Service Fund
(Grantee)

Signature

Date

Printed Name

Printed Title

United Way of Coastal Fairfield County
(Grantor)

Jeff Kimball

Signature

1/8/21

Date

Jeff Kimball

Printed Name

President and CEO

Printed Title

Health and Public Safety Committee of the Common Council
April 22, 2021 at 7:00 PM
Meeting Agenda
Via Teleconference

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at
www.norwalkct.org/meetings.



Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.



Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.



Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The m

eting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.



Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Deanna D'Amore at ddamore@norwalkct.org to provide written public comment prior to the meeting.

I.

I Welcome and Roll Call

I. Approval of the March 25, 2021 Meeting Minutes

III Public Participation

. New Business

I Action Items

V. **Police**

Department

- 1a. Authorize the Mayor, Harry W. Rilling to enter into a simulated firearm equipment and training services agreement with VirTra Inc. for hardware, software, documentation, installation, training, maintenance and support for an initial term of 1 year with 4 successive 1 year renewal periods. Sole source purchase not amount not to exceed \$24,000 annually. Account 030000 2660.
- 2a. Authorize the purchasing agent, Sharon Connors to issue a purchase order to Interaction Insight Corporation for the sole source, under GSA Contract# GS-35F-0415V for the purchase and installation of Eventide NexLog740 call recorder system in the amount of \$30,007.34 from account# 09193610 5777 c0615
- 3a. Authorize the purchasing agent, Sharon Connors, to issue a purchase order PowerPhone for sole source purchase for the amount not to exceed \$58,000, account# 0993610 5777 c0615.
- 4a. Authorize the purchasing agent, Sharon Connors to issue a purchase order to Fleet Auto Supply, LLC for emergency lighting and up-fit for twelve Police Utility vehicles under project# 3768 for an amount not to exceed \$180,000. Account# 09213010 5777 c0665.

File-13

Health and Public Safety Committee of the Common Council
April 22, 2021 at 7:00 PM
Meeting Agenda
Via Teleconference

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at www.norwalkct.org/meetings.



Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.



Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.



Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.



Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Deanna D'Amore at ddamore@norwalkct.org to provide written public comment prior to the meeting.

- I. Welcome and Roll Call
- II. Approval of the March 25, 2021 Meeting Minutes
- III. Public Participation
- IV. New Business

Action Items

Police Department

- 1a. Authorize the Mayor, Harry W. Rilling to enter into a simulated firearm equipment and training services agreement with VirTra Inc. for hardware, software, documentation, installation, training, maintenance and support for an initial term of 1 year with 4 successive 1 year renewal periods. Sole source purchase not amount not to exceed \$24,000 annually. Account 030000 2660.
- 2a. Authorize the purchasing agent, Sharon Connors to issue a purchase order to Interaction Insight Corporation for the sole source, under GSA Contract # GS-35F-0415V for the purchase and installation of Eventide NexLog740 call recorder system in the amount of \$30,007.34 from account #09193610 5777 c0615
- 3a. Authorize the purchasing agent, Sharon Connors, to issue a purchase order PowerPhone for sole source purchase for the amount not to exceed \$58,000, account # 0993610 5777 c0615.
- 4a. Authorize the purchasing agent, Sharon Connors to issue a purchase order to Fleet Auto Supply, LLC for emergency lighting and up-fit for twelve Police Utility vehicles under project # 3768 for an amount not to exceed \$180,000. Account # 09213010 5777 c0665.

Police Department

- 5a. Authorize the purchasing agent, Sharon Connors to issue a purchase order to sole bidder, Sea Support Inc, under Bid #4095, for purchase of a refurbished and certified to "new" condition 25' Safe Defender Boat and Ray Marine Electronics, under Bid #4095, for the amount not to exceed \$207,000. Account #s 363023-5738-G0001, 35309J-5738, and 030000 2661.
- 6a. Authorize the purchasing agent, Sharon Connors to issue a purchase order to sole bidder, L+L Electronics, Inc, under Bid #4096, for the purchase and installation of Ray Marine Electronics, for the amount not to exceed \$38,000. Account # 35309J-5738 and 030000 2660.

Health Department

- 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 period beginning May 1, 2021 through August 31, 2021 for the Local Health Department Vaccine Equity Partnerships Funding (VEPF) Program.
- 1b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Local Health Department Vaccine Equity Partnerships Funding (VEPF) Program for the period beginning May 1, 2021 through August 31, 2021.

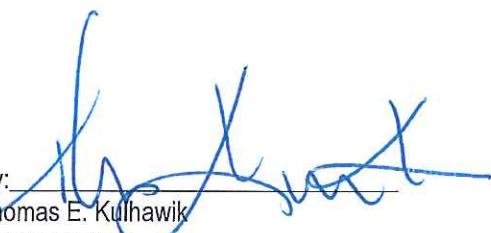
V. Old Business

Discussion Items

- 1. Emergency Management Update & Discussion
- 2. Fire Update & Discussion
- 3. Health Department Update & Discussion
- 4. Police Update & Discussion

Vi. Executive Session

- 1a. Security Updates

By: 
Thomas E. Kulhawik
Chief of Police

**CITY OF NORWALK
HEALTH AND PUBLIC SAFETY COMMITTEE
REGULAR MEETING
MARCH 25, 2021
VIA ZOOM**

ATTENDANCE: Nicholas Sacchinelli, Chair; George Tsiranides, Dominique Johnson, Thomas Keegan, Diana Revolus, Margaret (Lisa) Shanahan

ABSENT: Manny Langella

OTHERS: Deanna D'Amore, Health Department; Gino Gatto, Fire Department; Susan Zecca, Police Department; Michael Deluca

WELCOME AND ROLL CALL

Mr. Saccinelli called the meeting to order at 7:01pm and did a roll of committee members. A quorum was present.

APPROVAL OF THE FEBRUARY 25, 2021 MINUTES

There were no corrections to the Minutes of February 25, 2021

**** MS. REVOLUS MADE A MOTION TO APPROVE THR MINUTES OF FEBRUARY 25, 2021**

****MR. KEEGAN SECONDED THE MOTION**

****THE MOTION PASSED UNANIMOUSLY**

PUBLIC PARTICIPATION

There was no public comment.

NEW BUSINESS

There were a few last minute items the committee received for action. Mr. Saccinelli read the first item in regarding the Police Department. Ms. Zecca spoke briefly about it. There was no discussion.

****MR.TSIRANIDES MADE A MOTION TO APPROVE**

****MOTION PASSED UNANIMOUSLY**

The next item was from the Health Department. Ms. D'Amore spoke on this. She was excited to say that the City of Norwalk would like to partner with the Bow Tie Cinemas in South Norwalk for a new location to hold COVID vaccination clinics in the City of Norwalk. She would like the committee to move quickly on this, so they can get it to the Common Council for final approval.

****MS. JOHNSON MADE A MOTION TO APPROVE THE BOW TIE CINEMAS AS A NEW COVID VACCINATION SITE IN NORWALK.**

****THE MOTION PASSED – 4 IN FAVOR, 1 ABSTENTION (D. REVOLUS)**

Action Items

1a. Authorize the Mayor Harry W. Rilling to execute any and all documents necessary to accept funding from The Justice Education Foundation, Inc. under FY20 Project Safe Neighborhood Grant Award in the amount of \$5,000

1b. Authorize Chief Thomas Kulhawik to execute any and all documents necessary to implement FY20 Project Safe Neighborhood Grant Award

There was no discussion on these two items.

****MR. TSIRANIDES MADE A MOTION TO APPROVE ACTION ITEMS 1a and 1b TOGETHER**

****MOTION PASSED UNANIMOUSLY**

OLD BUSINESS

Discussion Items

1. Emergency Management Update & Discussion

Mr. Deluca was there to discuss this item. Every week food is provided at Calf Pasture Beach on Wednesday's. They probably provide food to 1500 cars weekly.

From FEMA individuals can apply to receive reimbursement for funeral expenses COVID related. This is direct reimbursement and the City is not involved. The benefit is \$9,500 for funeral or cremation and \$3,500 for expenses.

On June 1st they will be hosting both virtually and in a hybrid format a hurricane exercise with the American Red Cross.

2. Fire Update & Discussion

Mr. Gatto went through the stats of the calls that the Fire Department responded to in the past month. Currently 2 people are out due to COVID. The Fire Department had a press conference today reaching out for recruits to take the fire exam.

3. Health Department Update & Discussion

Ms. D'Amore gave the City's statistics on COVID and the COVID vaccination. The first dose vaccination in Norwalk is higher than in the state. COVID cases are trending upward currently with all the different variants. If you get sick from the vaccination, that is a good sign it means the vaccination is working.

The Family & Children's Agency is currently doing outreach to get the word out about the vaccination. They are looking to discuss nutrition and educate the residents on that subject at the vaccination clinics.

4. Police Update & Discussion

Officer Zecca discussed the idea of getting a Spanish liaison to help translate for the police department and also the use of a language line. There was lots of discussion about this project.

EXECUTIVE SESSION

1a. Security Recommendations

The Committee went into Executive Session at 7:54pm.

Respectfully submitted,

R. Bromark
Telesco Secretarial Services

**Norwalk Police Department
Administration**

Memo

To: Common Council, Health and Public Safety Committee

From: Deputy Chief Susan Zecca

Date: April 15, 2021

Re: Common Council Authorizations

The Police Department is committed to ongoing professional training to prepare officers to protect the officers and the public. Over the years we have lease a live fire scenario simulations trailer for approximately a week every other year to provide realistic scenario based training. This training has been valuable and we are looking to enhance the amount of scenario based training we can provide. To this end we are requesting to enter into an agreement with VirTra for the lease contract for equipment and services for a training simulator to be housed at the Norwalk Police Department to provide realistic use of force and de-escalation scenario based training to the department. The lease automatically renews yearly for a total of five years unless canceled by written notice at least 60 days prior to term end. The initial year on the contract \$23,300.11 and each renewal term is \$20,140.11. This simulator will allow the department to perform more on-duty scenario based de-escalation and use of force training on an ongoing basis. This equipment has been evaluated and this system is the only system to provide electronic impulses to simulate consequences during the training scenarios. The purchase will be made using Asset Forfeiture funds.

As part of the overall city-wide communication radio system project, the department needs to purchase new call recording software and equipment. The current system is in need of replacement. We have evaluated systems and determined the Eventide system will best fit our needs into the future. This project will be in two phases with the initial phase with an overall project cost of \$110,266.08 and an ongoing annual subscription fee, however we are only looking for authorization for phase 1 of this project at this time. This purchase is being made under GSA Contract # GS-35F-0415V with sole source purchasing approval.

The Combine Dispatch Center currently use PowerPhone software for our Emergency Medical dispatching. This however is currently not integrated within our Computer Aided Dispatch system (CAD) and needs to be operated off of a separate system. We need to upgrade the system to integrate it into our CAD to make it a seamless process and allow for quicker call logging and

better quality assurance. This is requested as a sole source purchase as we are already using a form of this product and just upgrading to properly integrate the software into existing CAD system.

The Common Council approved the purchase of twelve Ford Utility Interceptors police vehicles in February 2021. We are requesting authorization under existing bid #3768 to upfit of these vehicles. The funding for the upfit was approved in the current capital budget.

The Police Department accepted grant funding through the 2019 and 2020 FEMA Port Security grants for the purchase of a refurbished 25' Defender Safe boat and Ray Marine electronics to be installed on this new boat and also an existing boat. The electronics will allow for better interoperability with the Coast Guard and surrounding town Marine Units during search and rescue missions. There is a 25% City Cost share on these grants. The Department will be using Federal and State Asset Forfeiture funds for the City Cost shares.

We are requesting the following authorizations:

1. Authorize the Mayor, Harry W. Rilling to enter into a simulated firearm equipment and training services agreement with VirTra Inc. for hardware, software, documentation, installation, training, maintenance and support for an initial term of 1 year with 4 successive 1 year renewal periods. Sole source purchase not amount not to exceed \$24,000 annually. Account 030000 2660.
2. Authorize the purchasing agent, Sharon Connors to issue a purchase order to Interaction Insight Corporation for the sole source, under GSA Contract # GS-35F-0415V for the purchase and installation of Eventide NexLog740 call recorder system in the amount of \$30,007.34 from account #09193610 5777 c0615.
3. Authorized the purchasing agent, Sharon Connors, to issue a purchase order PowerPhone for sole source purchase for the amount not to exceed \$58,000, account # 0993610 5777 c0615.
4. Authorize the purchasing agent, Sharon Connors to issue a purchase order to Fleet Auto Supply, LLC for emergency lighting and up-fit for twelve Police Utility vehicles under project # 3768 for an amount not to exceed \$180,000. Account # 09213010 5777 c0665.
5. Authorize the purchasing agent, Sharon Connors to issue a purchase order to sole bidder, Sea Support Inc, under Bid #4095, for purchase of a refurbished and certified to "new" condition 25' Safe Defender Boat and Ray Marine Electronics, under Bid #4095, for the amount not to exceed \$207,000. Account #s 363023-5738-G0001, 35309J-5738, and 030000 2661.
6. Authorized the purchasing agent, Sharon Connors to issue a purchase order to sole bidder, L+L Electronics, Inc, under Bid #4096, for the purchase and installation of Ray Marine Electronics, for the amount not to exceed \$38,000. Account # 35309J-5738 and 030000 2660.

SOLE SOURCE PROCUREMENT REQUEST

Date - Apr. 19, 2021

Please read the Sole Source procurement Policy printed on page 2 before filling out this request. This form is to be used in conjunction with the Procurement Request Form.

Briefly describe the scope of services or equipment needed. Attach a Procurement Request Form and complete specifications.

This purchase qualifies as a Sole Source procurement for the following reason(s):

- ☒ The compatibility of equipment is of paramount consideration.
- ☒ The compatibility of accessories, replacement parts is of paramount consideration.
- ☐ The sole supplier's item is needed for trial use or testing.
- ☐ The sole supplier's item is to be produced for resale or donation.
- ☐ A Public utility service
- ☐ Other, please explain -

Outline any research you did in determining that this vendor is the only one able to supply this item or service. Be specific as to names and addresses of firms or people contacted. Attach supportive documentation.

The Norwalk Police Department is seeking a "sole source" purchase of an interactive video simulator from VirTra Inc. for the purpose of interactive firearms, de-escalation, use of force, and communications training. We are requesting sole source from VirTra for their unique capabilities with their weapons systems, the firearms and Taser, which coincide with our issued weapons. Specifically, the simulation firearm kits from VirTra allow us to use the exact same weapon the officer is issued with a modification kit that makes it a simulation firearm only, also capable of simulated malfunctions similar to what an officer may have to address in a real situation. The simulated Taser from VirTra is the most comparable and realistic to our issued Taser devices. VirTra also offers a unique feedback system, or "return fire" feature, that delivers a controlled electrical pulse to the trainee. VirTra is also the only company that met our training needs as well as offer a 5-year payment plan in which the software and equipment will be continuously kept current or upgraded over the five years of the contract with no additional costs.

Department Head's Signature

The Purchasing Agent

Corporation Council

☒ Supports ☐ Does not support ☐ Supports ☐ Does not support

Sharon Conners

Digitally signed by Sharon Conners
This request for a sole source purchase
Date: 2021.04.20 09:44:06 -04'00'

Signature

Signature

VirTra

7070 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.465.8746 PH: 480.968.1488 FAX: 480.968.1448 | WWW.VIRTRA.COM

October 31st, 2019

For the purposes of creating a sole source justification for VirTra Inc's line of simulators, the following details regarding VirTra Simulators should be considered:

VirTra has been developing and producing a proprietary simulation system and software using multiple screens and real video for small arms and use of force training since 2001. Based upon our research, VirTra is the only manufacturer of firearms simulation equipment and proprietary software to incorporate real and interactive video seamlessly displayed and fully interactive across all screens at the same time. Video based characters and laser tracking equipment can be engaged and detected on each of the screens of the simulator at the same time or in series of events that trigger others to occur on different screens.

In addition, VirTra invented the Threat-Fire™ Device and is the only manufacturer of this equipment throughout the world. VirTra has been awarded a US Patents (#8,016,594, #8,267,691) for the Threat-Fire device and is the only simulator company that can produce or sell any device using electronic impulses to simulate consequences during screen-based simulation training. The Threat Fire device can be added to any and all VirTra simulators after the initial purchase and at a later date.

VirTra has been awarded US Patent #10,438,503, which relates to VirTra's TASER® cartridge kits. VirTra is the only company in the United States that can produce or sell a specially triggered training cartridge for the TASER line of products by Axon, the global leader in connected public safety technologies. The patent covers VirTra's proprietary method of reliably triggering the training device based on the unique acoustic sound produced by a TASER Conducted Energy Weapon's (CEW) electrical arc. This innovation allows trainees to deploy the cartridges from a real TASER CEW during simulation training and avoid high-voltage feedback. It also allows trainees to practice with a TASER CEW's "ARC" and/or "Re-ARC" functions, which increases the realism of each training session. By using a live CEW while training in VirTra's simulators, trainees are able to improve their technique and develop proper habits that carry into real world situations. The patent applies to both legacy units and the latest multi-cartridge systems used for the TASER X2 and TASER 7 weapons.

"TASER CEWs have been classified as 'less-lethal' devices, and as such, require the same type of high quality, judgmental use-of-force simulation training as lethal devices like firearms," said Lon Bartel Director of Training and Curriculum at VirTra. "By combining live TASER CEW and VirTra training cartridges with VirTra's simulators and library of content, trainees have an opportunity to develop critical decision-making skills when under stress as well as further develop safe weapon handling by practicing the removal and replacement of cartridges during simulations that escalate."

VirTra has been awarded US Patent #10,436,539, which relates to mechanical malfunction of real firearms used in simulation training. VirTra is the only company in the United States that can produce or sell a specially designed kit that affordably converts a live firearm into a safe and reliable training tool that can simulate mechanical malfunction and therefore increase realism. This patent addresses the growing need to safely, affordably, and accurately reproduce the intricacies of real firearms for training purposes. Patent 10,436,539 expands VirTra's growing library of intellectual property related to affordably converting real firearms (whether pistol or rifle) into suitable training tools that can be used in realistic simulation training without the expense or hassle of modifying the original firearm.

Research shows that VirTra Inc. is the only manufacturer of simulators to offer an *Upgrade Path* allowing customers to maintain the value of their simulation equipment while under warranty and apply the full value towards the purchase of more immersive VirTra simulation technology at a later date. Example: A customer purchases a V-180™ system and wants to upgrade to a five-screen system later and while under warranty- the full value of the V180 System will be applied to the purchase price of the V300™, five-screen system and the equipment will be upgraded.

VirTra has created a proprietary software package called V-Author™. The V-Author software allows for the creation of unique training content that can only be used on the VirTra line of simulation equipment. The V-Author software is the only known software allowing for the creation and display of real video-based assets on multiple, seamless screens where all are

interactive. V-Author software and scenarios can be added to any and all VirTra simulators after the initial purchase and at a later date as requested by the customer.

VirTra's - Virtual Interactive Coursework Training Academy™ (V-VICTA)- delivers a program specifically for law enforcement departments that are designed to Teach, Train, Test and Sustain from an all-in-one solution. This program provides a nationally recognized certified curriculum and interactive virtual coursework that was developed exclusively with nationally recognized partnerships. Combined with VirTra's simulators, V-VICTA provides law enforcement departments all the necessary tools to instill proper training and knowledge transfer to its students that is not available anywhere else.

For over 25 years, VirTra has been an interactive partner for de-escalation, active shooter, judgmental use of force, situational awareness and firearms training for law enforcement, military, and educational markets. With V-VICTA™, we've developed an easy turn-key training program to provide and support law enforcement training programs in an efficient and cost-effective manner.

VirTra has ensured the integration of what the leading science discovers about Simulation and adult learning is woven into all of our material to help maximize the effects of training time and increase abilities learned in the scenarios. Please contact us for information about how to integrate V-VICTA into your department's training environment.

In summary:

- VirTra Simulators have the exclusive ability to simulate return fire and consequences, with our patented Threat-Fire™ device, delivering electrical impulses to the trainee.
- VirTra is the only company in the United States that can produce or sell a specially triggered training cartridge for the TASER line of products by Axon, the global leader in connected public safety technologies.
- VirTra is the only company in the United States that can produce or sell a specially designed kit that affordably converts a live firearm into a safe and reliable training tool that can simulate mechanical malfunction and therefore increase realism
- VirTra Simulators seamlessly display real and completely interactive video across all multiple and interconnected screens.
- VirTra Simulators use an automatic 'table top' refill station with a liquid compression pump to recharge the liquid CO2 propellant used in the tether-less recoil systems. The refill station uses Adapter Plates custom made to fit specific magazines.
- The VirTra V-Author™ scenario software can only be used on VirTra Simulators.
- The VirTra V-VICTA™ coursework offers over 30 hours of nationally approved and certified training curriculum.
- VirTra Inc. is the only manufacturer of simulation equipment that offers an *Upgrade Path*.

VirTra is the only responsive and responsible source for the above mentioned equipment and capabilities. This statement is supported by market research and exclusively fulfills the needs of the purchaser. VirTra Systems is the only manufacturer and directly offers the patented Threat-Fire™, the patented VirTra TASER® cartridge kits and mechanical malfunction kit for use in real firearms, V-Author™ scenario software, V-VICTA™ coursework and other products referenced in herein.

If you have any questions or need clarification, please don't hesitate to contact me.

Scott DiIullo-US Federal & Western Regional Sales Manager

VirTra Inc.
480.968.1488 x5051



7970 S Kyrene Road, Tampa, AZ 85284 USA | TOLL FREE: 800.455.8746 PH: 480.988.1488 FAX: 480.988.1448 | VIRTRA.COM

Account Name Norwalk Police Department
Contact Name Brian Cunningham
Phone (203) 854-3003
Email bcunningham@norwalkct.org

Created Date 2/17/2021
Quote Number 00004534
Expiration Date 6/1/2021

Ship To Name Norwalk Police Department
VirTra STEP Annual Contract Offering

Prepared By Matt Hopp
Phone (480) 968-1488
Extension 5047
Email mhopp@virtra.com

Notes: 10% Discount Applied for Trade-In Credit

VIRTRA, INC.

SIMULATED FIREARM EQUIPMENT AND TRAINING SERVICES AGREEMENT

AGREEMENT: Simulated Firearm Equipment and Training Services Agreement (the "Agreement") is made and entered by and between the organizations or entities set forth below to provide Agency with certain hardware, software, documentation, installation, training, maintenance, and support (collectively, the "System").

CONTRACT PRICE SUMMARY:

Contract Initiation payments (one time.)

Setup & Training: \$2,860.00

S&H \$300.00

Annual Recurring Payment:

Annual Contract \$20,140.11

Rate (STEP)

TERM: This Agreement will become effective upon the date the customer receives and accepts control over a substantial portion of the equipment listed on Exhibit D and services listed on the System Acceptance Checklist (Exhibit C) but not more than 90 days after Contract execution date. Unless terminated as set forth herein, this Agreement shall remain in force for a period of twelve (12) months (the "Term") from the Effective Date. After the Term, this Agreement will be renewed for additional periods of twelve (12) months (each a "Renewal Term"), up to a total aggregated term of sixty (60) months, unless and until one party provides the other party with written notice of termination at least sixty (60) days prior to the end of the Term, or any subsequent Renewal Term.

EXHIBITS: The following exhibits are incorporated herein by reference and form a material part of this Agreement.

Exhibit A: General Terms and Conditions.

Exhibit B: Maintenance and Support Agreement.

Exhibit C: System Acceptance Check List.

Exhibit D: Services, Equipment, and Annual Rate Summary

SIGNATURES: By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.



7970 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.455.0748 PH: 480.968.1488 FAX: 480.968.1448 | VIRTRA.COM

FOR AGENCY

Signature

Date

Printed Name and Title

FOR VIRTRA

Signature

Date

Printed Name and Title

7970 South Kyrene Road
Tempe, AZ 85284
(480) 968-1488

EXHIBIT A

VIRTRA, INC.

AGREEMENT FOR SIMULATED FIREARM EQUIPMENT AND TRAINING SERVICES

GENERAL TERMS AND CONDITIONS

1. NON-EXCLUSIVE AGREEMENT

The Agreement does not establish an exclusive contract between the Agency and VirTra. Each party expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from VirTra; and the unrestricted right to bid and supply any such product, support or service.

2. PRODUCTS AND SERVICES

VirTra agrees to provide the Agency with the System, including all goods and services in accordance with the terms and conditions set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated herein, as well as all necessary manpower and other necessary resources.

ANY ADDITIONAL OR DIFFERENT TERMS OR QUALIFICATIONS, INCLUDING, WITHOUT LIMITATION, ELECTRONICALLY OR IN MAILINGS, ATTACHED TO INVOICES OR WITH ANY GOODS SHIPPED, SHALL NOT BECOME PART OF THE CONTRACT BETWEEN THE PARTIES. THE PARTIES AGREE THAT ALL TERMS AND CONDITIONS ARE SET FORTH IN THIS AGREEMENT.

Employees and agents of VirTra, shall, while on the premises of the Agency, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

If required, VirTra shall be responsible for installation, training and knowledge transfer activities in relation to the goods being supplied, as set forth in Exhibit B to this Agreement.

All equipment shall be delivered to an Agency site specified in the contract release purchase order, or if not so specified therein, as otherwise agreed by the parties in writing.

Upon any termination or expiration of this Agreement, the System and all other related materials provided to Agency hereunder shall be returned to VirTra or, at VirTra's option, VirTra may arrange for pickup of the System and related materials. The System and related materials must be returned to VirTra in good repair and functionality, considering reasonable wear and tear.

VirTra shall provide the System and perform work in a professional manner consistent with, at a minimum, general industry standards.



7970 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.455.8748 PH: 480.988.1488 FAX: 480.988.1448 | VIRTRA.COM

3. NECESSARY ACTS AND FURTHER ASSURANCES

The parties agree that they shall cooperate and execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

4. COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

5. PRICING

Unless otherwise stated, prices shall be fixed for the first year of the Agreement, with increases in payments in subsequent years to be mutually agreed by the parties in writing. If any product listed in this Agreement is discontinued or upgraded prior to delivery, VirTra shall extend the same pricing towards a comparable replacement that is functionally equivalent or an upgraded version.

Exhibit D of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

6. MODIFICATION

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on Agency unless it is in writing and signed by an authorized representative of the Agency.

7. HAZARDOUS SUBSTANCES

If any product being offered, delivered or supplied to the Agency is listed in the Hazardous Substances List of the Regulations of the Occupational Safety and Health Administration, or if the product presents a physical or health hazard, VirTra must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

8. SHIPPING AND RISK OF LOSS

Goods shall be packaged, marked and otherwise prepared by VirTra in suitable containers in accordance with sound commercial practices. VirTra shall include an itemized packing list with each shipment and with each individual box or package shipped to the Agency. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by VirTra to Agency will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, VirTra agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at Agency's destination; and such loss, injury or destruction shall not release VirTra from any obligation hereunder.

9. INSPECTION AND RELATED RIGHTS

All goods and services are subject to inspection, testing, approval and acceptance by the Agency. Inspection shall be made prior to execution of the System Acceptance Checklist, shown in Exhibit C.

In the event that VirTra's goods are not accepted by Agency due to a material breach by VirTra, VirTra shall be liable to remedy, repair, or replace the rejected goods.

The rights and remedies of Agency provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by Agency of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by VirTra, or of any other claim, right or remedy of the Agency.

Agency's acceptance of the goods and services offered by VirTra hereunder shall be evidenced by an authorized signature on Installation Sign-off.

10. ADJUSTMENT BY COMPANY

The Agency reserves the right to waive a variation in specification of goods or services supplied by VirTra. VirTra may request an equitable adjustment of payments to be made by Agency if Agency requires a change in the goods or services to be delivered. Any claim by VirTra for resulting adjustment of payment must be asserted within thirty (30) days from the date of receipt by VirTra of the notification of change required by Agency.

11. INVOICING

VirTra shall invoice Agency on a periodic basis, in accordance with the pricing set forth in Exhibit D of the Agreement. Invoices shall be sent to the Agency customer or department referenced above or such other person or address as the Agency may provide to VirTra, in writing, from time to time. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: VirTra's complete name and remit-to address; invoice date, invoice number, and payment term; Agency



7970 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | VIRTRA.COM

contract number; pricing per the Agreement; applicable taxes; and total cost.

VirTra and Agency shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

12. AVAILABILITY OF FUNDING

The Agency's obligation for payment of any fees or charges beyond the Initial Term is contingent upon the availability of funding and upon appropriation for payment to VirTra.

13. PAYMENT

The Agency's standard payment term shall be Net 30, unless otherwise agreed to by the parties. Payment shall be due thirty (30) days from the date of receipt of each invoice issued hereunder.

14. OTHER PAYMENT PROVISIONS

Notwithstanding anything to the contrary, Agency shall not make payments prior to receipt of service or goods (i.e. the Agency will not make "advance payments").

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

VirTra shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and such payment shall be identified under VirTra's federal and state identification number(s).

15. TERMINATION FOR CAUSE

Either party may terminate this Agreement or any contract release purchase order, in whole or in part, for cause upon thirty (30) days written notice to the other party. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order, (b) violation by a party of any applicable laws or regulations; or (c) assignment or delegation by a party of the rights or duties under this Agreement without the written consent of the other party.

In lieu of terminating immediately upon default, the non-defaulting party may, at its option, provide written notice specifying the cause for termination and allow the defaulting party ten (10) days (or other specified time period in the written notice) to cure. If, within ten (10) days (or other specified time) after such notice has been given, the defaulting party has not cured the default to the reasonable satisfaction of the non-defaulting party, or if the default cannot be reasonably cured within that time period, the non-defaulting party may terminate this Agreement at any time thereafter.

16. TERMINATION FOR BANKRUPTCY

If VirTra is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of VirTra's insolvency, the Agency may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all of the party's duties under this Agreement.

17. DISPUTES

Except as otherwise provided in this Agreement, any dispute arising under this contract that is not disposed of by agreement shall be subject to mediation and then binding arbitration.

18. ACCOUNTABILITY

VirTra will be the primary point of contact for the manufacturer, deliverer or any subcontractors and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If issues arise, VirTra must take immediate action to correct or resolve the issues.

19. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT

VirTra may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of Agency. Notwithstanding the foregoing, VirTra may transfer its rights and obligations under this Agreement in conjunction with a sale of all or substantially all of VirTra's assets.

20. MERGER AND ACQUISITION

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving VirTra. In the event of an acquisition, merger, divestiture or other transfer of rights VirTra must ensure that the enquiring entity or the new entity is legally required to:

A. Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between VirTra and the Agency, including but not limited to: a) established pricing and fees; b) product support and maintenance until the contract is terminated; and c) no price escalation during the term of the Agreement.

B. If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. The Agency will not be required to pay any additional license or maintenance fee.

C. Give the Agency prompt written notice following the closing of an acquisition, merger, divestiture or other transfer of rights involving VirTra.

21. COMPLIANCE WITH ALL LAWS & REGULATIONS



7970 S Kyrene Road, Tampa, AZ 85284 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | VIRTRA.COM

VirTra shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. VirTra's violation of this provision shall be deemed a material default by VirTra, giving Agency the right to terminate the Agreement. Examples of such Regulations include but are not limited to Occupational Safety and Health Act of 1970 and the standards and regulations issued there under. VirTra agrees to indemnify and hold harmless the Agency for any loss, damage, fine, penalty, or any expense whatsoever as a result of VirTra's failure to comply with the act and any standards or regulations issued there under.

22. FORCE MAJEURE

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include; but not limited to, Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service, or governmental declaration of emergency or disaster if it affects the Agency

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The Agency shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order upon non-performance by VirTra. The Agency shall reserve the right to extend the agreement and time for performance at its discretion.

23. CONFLICTS OF INTEREST

VirTra shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations. In accepting this Agreement, VirTra covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. VirTra further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest, including but not limited to VirTra's employees and subcontractors.

24. INDEPENDENT CONTRACTOR

VirTra shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of Agency. VirTra shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the Agency and VirTra. No person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of Agency, nor shall any such person be entitled to any benefits available or granted to employees of the Agency. VirTra is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

25. INSURANCE

At all times during the Term of this Agreement, VirTra shall maintain insurance coverage commensurate with VirTra's obligations and liabilities hereunder.

26. DAMAGE AND REPAIR BY CONTRACTOR

Any and all damages caused by VirTra's negligence or operations shall be repaired, replaced or reimbursed by VirTra at no charge to the Agency. Repairs and replacements shall be completed in a timely and expedient manner. The clean up of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from VirTra's vehicles or during performance shall be the responsibility of VirTra. All materials must be cleaned up in a manner and time reasonably acceptable to Agency (completely and immediately to prevent potential as well as actual environmental damage). VirTra must promptly report each incident to the Agency. Damage observed by VirTra, whether or not resulting from VirTra's operations or negligence shall be promptly reported by VirTra to Agency. Agency may, at its option, approve and/or dictate the actions that are in Agency's best interests.

28. LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE

VirTra represents and warrants that all the goods and materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Right of use to the material and supplies accepted shall pass directly from VirTra to Agency at the F.O.B. point, subject to the right of Agency to reject upon inspection.

29. INDEMNITY

Neither party shall not be liable for, and each party shall defend, indemnify and hold harmless the other party and the employees and agents of the other party (collectively, the "Indemnified Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including without limitation attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to and arising either directly or indirectly from any act, error, omission or negligence of a party or its contractors, licensees, agents, servants or employees, excepting only Claims caused by the sole negligence or willfulness of a party. A party shall reimburse the other for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which a party is obligated to indemnify, defend and hold harmless the other party as set forth herein.



7970 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | VIRTRA.COM

30. WARRANTY; MAINTENANCE

VirTra shall provide the warranty and maintenance services set forth in Exhibit B to this Agreement. Except as expressly set forth therein, VirTra shall have no other maintenance or support obligations.

31. COOPERATION WITH REVIEW

VirTra shall cooperate with Agency's periodic review of VirTra's performance. VirTra shall make itself available onsite to review the progress of the project and Agreement, as requested by the Agency, upon reasonable advance notice.

32. NON-DISCRIMINATION

VirTra shall comply with all applicable Federal, State, and local laws and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; and The Rehabilitation Act of 1973 (§§ 503 and 504). VirTra shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall VirTra discriminate in provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. VirTra's violation of this provision shall be deemed a material default by VirTra giving Agency a right to terminate the Agreement for cause.

33. SEVERABILITY

Should any part of the Agreement between Agency and VirTra or any purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

34. NON-WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by Agency. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the Agency so specifies.

35. USE OF COMPANY'S NAME FOR COMMERCIAL PURPOSES

VirTra may not use the name of the Agency or reference any endorsement from the Agency in any fashion for any purpose, without the prior express written consent of the Agency.

36. HEADINGS AND TITLES

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

37. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

38. EXECUTION & COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described herein.

39. NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Each party may designate their desired contact person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

40. SURVIVAL

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.

41. CONTRACT EXECUTION

Unless otherwise prohibited by law or Agency policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed



7970 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.456.8748 PH: 480.968.1488 FAX: 480.968.1448 | VIRTRA.COM

contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Agency.

42. AGENCY POINT OF CONTACT

Each party will identify a point of contact to facilitate the contractual relationship, be responsible and accountable for fulfilling the requirements under the Agreement. Updated contact information for each point of contact shall be provided to the other party from time to time, as necessary.

43. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

44. AUTHORITY

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including the entity's Board of Directors or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by an authorized representative, as evidenced by their signature as set forth in this Agreement.

45. DATA AND OWNERSHIP

All content generated or stored by the System that is related to the performance and activity of Agency personnel while using the System ("Content") shall be the sole and exclusive property of Agency. Agency acknowledges and agrees that the System provides certain Content backup and verification features and that preservation of the Content is the sole and exclusive responsibility of Agency.

Agency hereby grants VirTra a license to the Content for purposes including, but not limited to, measuring System performance and function, System maintenance, calibration, data aggregation for tests, training results, measurements, etc.

46. CONFIDENTIAL INFORMATION

"Confidential Information" shall include all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation to a party or any of its affiliates or representatives by the other party. Neither party shall, without the other party's written permission, use or disclose Confidential Information other than in the performance of its obligations under this Agreement unless required by law. All Confidential Information shall remain the property of the party that developed or legally acquired the Confidential Information. Neither party shall acquire an ownership interest in the other party's Confidential Information by virtue of this Agreement. Each party shall defend, indemnify and hold the other party harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by that party and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the other party.

47. LIMITATION OF LIABILITY

Both parties' liability for damages to each other for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the greater of five hundred thousand dollars (\$500,000) or two (2) times the Total Agreement Value. For purposes of this Section, "Total Agreement Value" will mean the aggregate Agreement price and any subsequent amendments to this Agreement. In no event will either party be liable to the other party for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory. The foregoing limitation of liability shall not apply to: (i) any indemnity and defense obligations related to infringement of intellectual property, personal injury, death, property damage; (ii) willful misconduct, gross negligence, or fraud; or (iii) reasonable attorney's fees.

48. OWNERSHIP PROPERTY

Except as expressly set forth herein, Agency acknowledges and agrees that all right, title, and interest in and to the System (and the intellectual property rights associated therewith) provided to Agency under the terms and conditions of this Agreement shall, at all times, belong to VirTra or VirTra's partners, suppliers, and licensors. Nothing in this Agreement shall be construed or interpreted to confer any ownership interest in or to the System to Agency. Notwithstanding the foregoing, VirTra may, in VirTra's sole discretion, transfer ownership of the System to Agency provided, however, that no transfer of intellectual property shall be inferred by such a transfer and continued use of the System after transference is permitted only by means of a continuing license from VirTra.

49. TAXES

Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of the Agency, and Agency agrees to reimburse VirTra for all applicable taxes that Agency is required to collect, regardless of the tax amount being excluded from VirTra's quotes or Agency's Purchase Orders.

50. TAX EXEMPTION

Agency must provide VirTra with a correct, valid and signed tax exemption certificate applicable to the specific goods and services purchased, relevant to the end use location, prior to VirTra invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of the Agency to pay all required taxes. Additionally, it will be Agency's responsibility to obtain any tax refunds permitted if VirTra has collected and remitted taxes to a taxing authority.



7970 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.455.8746 PH: 480.988.1488 FAX: 480.988.1448 | VIRTRA.COM

Exhibit B Maintenance and Support Agreement

During the term of the Agreement, and provided that Agency is in material compliance with the terms and conditions set forth in Exhibit A, VirTra includes the following maintenance and support at no additional charge. Notwithstanding the foregoing, warranty and support may be excluded for any and all equipment damaged or destroyed by improper use or misuse in which case, additional charges may apply.

1: VirTra System Technician on installation site one time during Plan Year to perform the following functions as needed and if applicable.

*Annual site visits only available on Contracts with the VirTra V-180 or V-300 Simulator Systems in Exhibit D.

- Upgrade VirTra Operating System (VOS) Features¹
- Install new VirTra training scenarios²
- Clean Computer, Monitor & Keyboard
- Perform Computer Diagnostics
- Clean Simulator Screens
- Upgrade to most current base library
- Recalibrate System
- Inspect Refill Station & Regulator
- Recondition & Test Recoil Kits
- Zero all Laser Based Items
- Test Threat-Fire™ Devices for Proper Functionality
- Test OC & Taser Devices for Proper Functionality
- Inspect & Test Speakers and Sound FX
- Provide a List of Inspected Items
- Provide User Refresher Training

2: Parts and Labor in the event of a non-functioning system or accessory.³

3: Use of VirTra's Advance Replacement Program.⁴

4: Telephone Support between the hours of 8AM and 5PM AZ Time. After Hours Support calls returned between 8AM and 9AM the following day.

5: Simulator Computer and Projector Upgrade after five (5) years of deployment and if Contract renewal into sixth year of service. Other electronics and hardware to be upgraded at VirTra's discretion.

6: Travel expenses if a VirTra technician must travel to customer location.

7: Overnight Shipping on all replacement or repaired parts⁵

8: Remote Assistance⁶

1 – VirTra Operating Software Version will be automatically upgraded to the most current and applicable release during Annual visit. Hardware must be supportive of the new release and have enough hard drive space available on the system.

2 – Agency will receive the most current base library at the time of their annual service visit. Not all training scenarios may be compatible with Agency's system and, accordingly, no guarantee of additional scenarios is provided.

3 – TASER X26 blue handle units found to be defective will be replaced with laser sim cartridges and customer will be required to supply working TASER handle.

4 – Limited Quantities and not available for all components.

5 – Where Available.

6 – Agency must allow remote access to System.

Exhibit C System Acceptance Checklist

Initial Setup and Testing (Some items may not be applicable)

Visually Inspect the System and Explain its Components

Open each box/container and verify all items are accounted for

Setup and Position Screen(s) and CPU Rack

Layout Speakers, All Wiring and Balance all Sound Levels

Install Training Platform (If Applicable)

Install and Align all Projected Images and Camera Views

Test all Weapon Kits and Wireless Accessories

Ensure all User Manuals are Correct for System & Accessories

Instructional Training (**Some items may not be applicable)

Explain Proper Maintenance and Environmental Conditions

Explain the importance of Firearm Safety

Explain and Demonstrate how to Install Weapon Kits

Explain and Demonstrate how to properly Maintain Weapon Kits

***Explain and Demonstrate how to use the VirTra Refill Station & Tank Filling

Explain and Demonstrate how to Fill the Weapon Magazines

Explain and Demonstrate how to Properly Boot Up and Shutdown the System

Explain the functionality of Wake-On-LAN

Explain and Demonstrate how to Run VOSTM



7970 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.455.8748 PH: 480.968.1488 FAX: 480.968.1448 | VIRTRA.COM

Explain the Different Scenario Types and how to run Each Type of Scenario
 Explain and Demonstrate how to Create Scenario Tags and Filters
 Explain and Demonstrate how to Create Scenario Playlists
 Explain and Demonstrate how to Add Scenario Favorites
 Explain and Demonstrate Proper Projector Alignment
 Explain and Demonstrate V-Tracking Camera Calibration through V-Tracking Tools
 Explain and Demonstrate how to use Diagnostics through V-Tracking Tools
 Explain Laser ID's vs Pulse Lengths
 Explain and Demonstrate how to Add a New Weapon Kit
 Explain and Demonstrate how to Enter a New Trainee
 Explain and Demonstrate how to assign Trainee's and Weapons
 Explain and Demonstrate how to Zero a Weapon
 Explain and Demonstrate Directional Surround Sound
 Explain and Demonstrate how to run and Configure VirTra Accessory Controller
 Explain and Demonstrate how to use VirTra Wireless Devices
 Explain and Demonstrate how to Run a Video Scenario
 Explain and Demonstrate Scenario Branching
 Explain and Demonstrate Scenario Debrief
 Explain and Demonstrate Presentation Mode
 ***Explain and Demonstrate Low-Light
 ***Explain and Demonstrate TMaR
 ***Explain and Demonstrate Breach Door
 Explain and Demonstrate how to Create a Marksmanship Trainee Set
 Explain and Demonstrate how to Boresight in Marksmanship
 Explain and Demonstrate how to Run a Free Fire Course in Marksmanship
 Explain and Demonstrate how to Run a Pre-built Course in Marksmanship
 Explain and Demonstrate how to Run Marksmanship Debrief
 Explain and Demonstrate how to Create and Import a Custom Target
 Explain and Demonstrate how to Create and Import a Custom Course of Fire
 Explain and Demonstrate how to use VirTra Remote Desktop
 Explain how to access VirTra Administration, including as an Administrator
 Explain all Icons and their functions of VirTra Administration
 Explain the Safety Precautions and Waiver
 Explain what consumable items are
 Explain the VirTra Warranty and Customer Service & Support Procedures
 Show client where manuals are located for System/Accessories
 ***Explain and Demonstrate how to run V-Author™
 ***Explain and Demonstrate how to use the VirTra Pano Edit Tool
 ***Explain and Demonstrate how to Import a V-Author™ Scenario
 ***Explain and Demonstrate how to Export a New V-Author™ Scenario
 ***Explain and Demonstrate how to Author a Single Screen Scenario

**Exhibit D:
Services, Equipment, and Annual Rate Summary**

Product Code	Product Description	Quantity
V-100LE-1	Includes projector, shot tracking equipment, low light kit, scenario authoring software, collapsible screen, laptop computer and a hard case for easy transport. One year warranty and support services included.	1.00
V-VICTA-01	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current Service or Subscription plan.	1.00
VTRK-G17-RK	Micro-switch activated tetherless handgun recoil kit for the Glock 17. Includes one Standard Magazine (All recoil kits convert real firearms which must be supplied by the customer).	2.00
VTRK-G17-SM	Additional Standard magazine for use with the VTRK-G17 recoil kits.	2.00
VATR-M16	Advanced micro-switch activated tetherless rifle recoil kit for AR15, M4 and M16. Incorporates laser, supports tactical reload and instructor jamming capability. Includes one wireless programmable magazine. Requires VirTra's wireless station. (All recoil kits convert real firearms which must be supplied by the customer).	1.00
VATR-M16-MAG	Advanced refillable rifle magazine with pressure supply, shot counting (defaults to 30 rounds per magazine), rechargeable battery pack, and wireless communications. For use with the VATR-M16 recoil kit. (Requires	1.00



7970 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.456.0746 PH: 480.968.1488 FAX: 480.968.1448 | VIRTRA.COM

	the VWSA-RFS, VWSA-WS, and VWSA-RCS).	
VNLW-OCC-MK3	Laser-based MK3 model OC training device.	2.00
VNLW-TAS-X2	TASER® X2 simulation cartridges package (left & right assembly.) Works in customer supplied/live TASER X2.	2.00
VATU-TFII	VirTra Systems patented Threat-Fire™ return-fire-simulator device delivers a safe and adjustable electrical impulse to simulate hostile fire and enhance realism during training. No eye-protection required (Requires wireless station).	2.00
VWSA-WS	Required for wireless recoil kits and the Threat-Fire™ to connect to the VirTra simulator (Only one wireless station needed per system).	1.00
VWSA-RFS	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty.	1.00
VWSA-VTRKG17-AP	Adapter plate for the VTRK-G17-SM (Requires VirTra refill station).	1.00
VWSA-VATRM16-AP	Adapter plate for the VATR-M16-MAG (Requires VirTra refill station).	1.00

\$20,140.11

VirTra

V-100®

1-YEAR WARRANTY | V-100LE-1

VirTra's V-100 is a portable, one-screen simulator with high resolution that engages trainees in real-life scenarios ranging from crisis de-escalation to judgmental use of force.

As officers interact with the on-screen subjects, instructors choose the appropriate scenario branching option. This allows the situation to unfold based on the trainee's actions—increasing the realism.

“ It allows for those mistakes to happen and get corrected before they are a problem for the agencies that we train for, and really that's a huge piece of why we implemented this. We want to improve the training in a way that's going to allow for those better choices down the road. ”

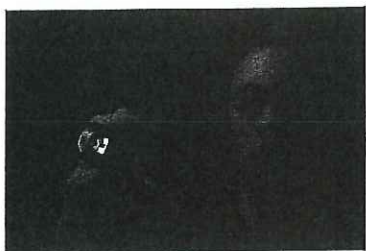
Todd Brophy, Washington State Criminal Justice Academy

“ The VirTra simulator allows Marksmanship and realistic scenario-based training to take place on a daily basis without the need for a shooting range, protective equipment, role players, safety officers or a scenario-based training site. ”

Officer Yong Lee, Instructor & Firearms Training Coordinator, Bellevue, WA



Complete Training Library



The entire library of professionally-produced scenarios are filmed and edited specifically for the V-100. Training topics include: active shooters, de-escalation, emotionally disturbed person and skill drills.

In-Depth Scenarios



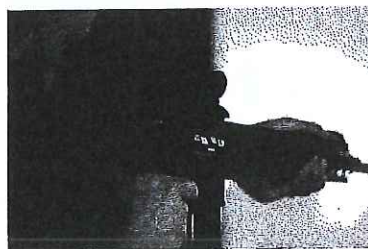
Each scenario is equipped with extensive branching options for unique content and genuine realism—as well as multiple training points for objective-based training and learning.

V-Marksmanship®



The V-100 V-Marksmanship program allows training across the screen. Instructors can choose from a variety of environments, weather, wind speeds, shooting positions and more.

Real World Ballistics



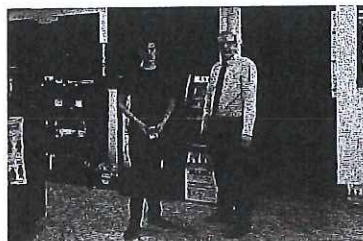
The V-Marksmanship program is capable of replicating live fire and shooting distances up to 2,000m. VirTra's ballistics calculator is independently verified with .02 milliradians accuracy for powerful training.

Realistic Training



Officers can train with their personal duty weapons, once outfitted with VirTra's drop-in laser recoil kits and CO2 magazines. These kits allow for more realistic training and reduced training scars—without permanent modification.

V-VICTA™



The V-VICTA program—Virtual Interactive Coursework Training Academy—delivers nationally-certified training curriculum. All materials teach, train, test and sustain officers on critical, potentially life-saving topics.



7970 S. Kyrene Rd. Tempe, AZ 85284 USA
1.800.455.8746 | 480.968.1488 | sales@virtra.com | VirTra.com

SOLE SOURCE PROCUREMENT REQUEST

Date - Apr. 16, 2021

Please read the Sole Source procurement Policy printed on page 2 before filling out this request. This form is to be used in conjunction with the Procurement Request Form.

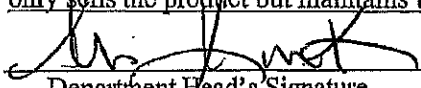
Briefly describe the scope of services or equipment needed. Attach a Procurement Request Form and complete specifications.

This purchase qualifies as a Sole Source procurement for the following reason(s):

- ☒ The compatibility of equipment is of paramount consideration.
- ☒ The compatibility of accessories, replacement parts is of paramount consideration.
- ☐ The sole supplier's item is needed for trial use or testing.
- ☐ The sole supplier's item is to be produced for resale or donation.
- ☐ A Public utility service
- ☐ Other, please explain -

Outline any research you did in determining that this vendor is the only one able to supply this item or service. Be specific as to names and addresses of firms or people contacted. Attach supportive documentation.

Eventide Recording Software and accessories are a significant upgrade to our current failing system. Eventide is the software package being distributed by Interaction Insight Corporation which is the contractual vendor and maintainer for Connecticut who not only sells the product but maintains the system going forward.


Department Head's Signature.

The Purchasing Agent

Corporation Council

☒ Supports ☐ Does not support ☐ Supports ☐ Does not support

Sharon Conners

Digitally signed by Sharon Conners
Date: 2021.04.20 10:03:24 -04'00'

Signature

Signature

Eventide®

NexLog Next Generation Communications Recorders

Eventide Quotation Tool - August 2015 RevD

Quotation Number:	Norwalk Eventide_3-24-21
Date:	3/24/2021

Customer:

Norwalk Police Department

Contact:

Lt Terry Blake and Gabriel Asare

Description:

PHASE 1 - 40 Channel Eventide Nexlog 740 call recorder system comprised of 16 channels of analog for analog radios and VIPER phones in the dispatch area, and 24 channels of VoIP for Cisco phones via Built-in-Bridge (BIB). Quoted system also comes with ANI/AU integration, full onsite installation, and one full year of warranty and support. Also includes unlimited lifetime training.

PHASE 2 - IP Upgrade to support Motorola IP Radio integration via AIS, full onsite installation, and one full year of warranty and support

Customer:

Richard Geremia
Interaction Insight Corporation
747 3rd Ave 2nd Floor
New York, NY 10017

INTERACTION INSIGHT
CORPORATION

(800) 285-2950 X120
rgeremia@interactionic.com

GSA CONTRACT NUMBER: GS-35F-0415V

QUOTED BY	WARRANTY	DELIVERY	DISCOUNT	VALIDITY	F.O.B	TERMS
RG	1 Year (options below)	4 weeks ARO	18%	90 Days	Little Ferry NJ	Current

NEXLOG SYSTEM CONFIGURATION SELECTOR

Unit or Site ID	NexLog Model Choice	Front Panel Choice	Rack Slide Choice	Internal Storage Array Choice	Archive Drive(s) Choice	VoIP Ch. QTY	G. 729 Ch. QTY	Analog PBX Ch. QTY	Digital PBX Ch. QTY	T1 Tap Ch. QTY	EL Tap Ch. QTY	T1 Term Ch. QTY	EL Term Ch. QTY	Adtl. Network Card	IRIG B Card	Config. Status
Site 1	NexLog 740	LCD Display	4-Post	2x1TB swap Raid1=1TB	1xBlu-Ray	24		16								OK

PHASE 1 - Current Analog VIPER Positions, Analog Radio, and CISCO IP Phones

Site ID	Site	Site	Part No.	Qty	Description	List Price	Disc.	Net Price	Extended List	Extended Net
1				1	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x 1TB fixed-mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, Nexlog DX-Series software, web-based configuration manager, audio controls & amplified speaker on front panel, dual hot-swap 120-240VAC 50/60Hz power supplies and first year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.	\$ 7,995.00	18%	\$ 6,524.88	\$ 7,995.00	\$ 6,524.88
1			105301	1	Integrated 7" Color LCD Touch Screen Display for NexLog 740	\$ 1,295.00	18%	\$ 1,056.88	\$ 1,295.00	\$ 1,056.88
1			108233-000	1	Dual Hot-Swap power supplies, 120/240 VAC (standard-no charge)	\$ -	18%	\$ -	\$ -	\$ -
1			105311	1	Upgrade to 2 x 1TB Hot Swap h/w RAID1 = 1TB storage	\$ 1,600.00	18%	\$ 1,305.79	\$ 1,600.00	\$ 1,305.79
1			105385	1	Equip with 1 Blu-Ray Drive (Archive to Blu-Ray or DVD-RAM)	\$ 390.00	18%	\$ 318.29	\$ 390.00	\$ 318.29
1			324430	1	Rack Mount Slides - 4 Post, 3U for NexLog 740	\$ 360.00	18%	\$ 293.80	\$ 360.00	\$ 293.80
1			271052	1	Internal IP Recorder with First 8 G.711 Channels	\$ 3,850.00	18%	\$ 3,142.06	\$ 3,850.00	\$ 3,142.06

SOLE SOURCE PROCUREMENT REQUEST

Date - Apr. 20, 2021

Please read the Sole Source procurement Policy printed on page 2 before filling out this request. This form is to be used in conjunction with the Procurement Request Form.

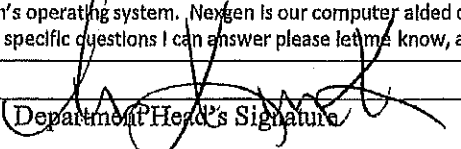
Briefly describe the scope of services or equipment needed. Attach a Procurement Request Form and complete specifications.

This purchase qualifies as a Sole Source procurement for the following reason(s):

- ☒ The compatibility of equipment is of paramount consideration.
- ☒ The compatibility of accessories, replacement parts is of paramount consideration.
- ☐ The sole supplier's item is needed for trial use or testing.
- ☐ The sole supplier's item is to be produced for resale or donation.
- ☐ A Public utility service
- ☐ Other, please explain -

Outline any research you did in determining that this vendor is the only one able to supply this item or service. Be specific as to names and addresses of firms or people contacted. Attach supportive documentation.

In regards to Power Phone, this would be an upgrade to the current Power Phone System that has been used in Combined Dispatch for some time. All of the Combined Dispatch staff are certified in and familiar with this software. Power Phone is the only company that sells Power Phone, which has been agreed upon by Norwalk Hospital, for pre-arrival instructions for emergency medical calls. If we were required to put out an RFP for new software, we would also need to have Norwalk Hospital's input and of course this would necessitate re-training and potential software issues with Nexgen's operating system. Nexgen is our computer aided dispatch software, which is used by the NPD. I hope this is helpful and by all means if there are specific questions I can answer please let me know, as I am new at this. LOL


(Department Head's Signature)

The Purchasing Agent

Corporation Council

☒ Supports

☐ Does not support

☐ Supports

☐ Does not support

Sharon Conners

Digitally signed by Sharon Conners, DN: cn=Sharon Conners, o=Norwalk Hospital, ou=Norwalk Hospital, email=sharon.conners@norwalkhospital.org, c=US

Conners

Date: 2021.04.20 09:38:04 -04'00'

Signature

Signature



04/15/2021

Sole Source Justification for Total Response®™

PowerPhone is the only vendor to offer the Total Response® solution and can only be purchased through PowerPhone. Total Response®™ includes call handling protocols tools, certification training, and assessment. Each component has either a propriety approach, is patented, and is unique to the industry.

The first component, the protocol tool, is called Total Response® Computer Aided Call Handling (CACH) software. It focuses on a single, efficient sequence that is applied to every inbound emergency call. This sequence is designated to extract critical information in the *quickest* possible fashion while calculating an automatic emergency response recommendation based on answers to questions asked. This methodology is patented by US Patent 7,515,693 by the US Patent and Trade Office. Total Response® CACH software can only be purchased by PowerPhone.

Total Response® CACH software is a protocol call-handling solution that uses a single *centralized data base* for questioning that focuses on the caller's chief complaint. PowerPhone's *proprietary structured call handling* questioning approach, used within each protocol in Total Response® CACH software, includes the Initial Survey which is used to verify the incident locations (where) and the nature of the problem being reported (what). The objective is to establish basic call details in order to recommend a Chief Complaint. The protocol is then displayed in a structured format for handling the call: Primary Questions (PQ), Dispatch Recommendation (Dispatch), Secondary Questions (SQs), Pre-Arrival Instruction (PAIs), and Call Closure (Closure). This approach is not offered by any other vendor.

In addition, the data base questioning series includes the use of *constants* which appear above each question and provides a check list for users. Constants are the key words affiliated with the rationale behind each question to help ensure all aspects of the questioning phase are handled efficiently without delaying dispatch. No other vendor uses this concept and approach.

PowerPhone invented a method within the CACH software that includes an *advisory component called the Response Advisor* that recommends the priority of the call along with the skills necessary to help provide a risk assessment. This exclusive capability is protected by Patent # 7,978,826 by the US Patent and Trade Office. No other vendor has this approach and capability.

A method to enable an agency to configure and adapt their alerts, SOPs and response triggers used during emergency calls for service in CACH software was invented by PowerPhone. It also includes the ability to create non-emergency protocols to help with routine calls. This exclusive and essential capability is protected by Patent # 7,646,858 by the US Patent and Trade Office.

PowerPhone offers a Supervisor Module that allows supervisors to monitor the activities of telecommunicators and to provide help at any time. The Supervisor Module delivers a real-time view of multiple call handler screens

and a dashboard with performance indicators. Within the Supervisor Module is the ability to adjust the Homeland Security feature and can be used for special events, weather situations and if there is a security risk. This is a feature that no other protocol call-handler solution provider offers.

Certification training in PowerPhone's Total Response® solution is unique. It begins with Foundation training that focuses on using PowerPhone's proprietary structured call handling formula. Through interactive online module training, and online practicums to demonstrate using the training and protocols with PowerPhone Instructors, certification is earned. This method of training is exclusive to PowerPhone.

Assessment in Total Response® focuses on the whole call. This distinctive approach encompasses all aspects of the call handling process to include how the user managed PowerPhone's proprietary call taking formula along with the customer service aspect of the call. This review process is unique to the industry and is not offered by any other provider.

Another exclusive aspect offered through PowerPhone is, Implementation Managers who train agencies how to implement and use PowerPhone's Total Response® patented CACH software. No other vendor has the right to train users on how to use the Total Response® CACH software.

PowerPhone's Total Response® solution can only be purchased through PowerPhone. It is the only true protocol call handling solution that uses a centralized data base with patented technology and a proprietary approach making PowerPhone the sole source for purchase.

Tara Milardo
Director of Sales & Marketing
PowerPhone



1321 Boston Post Rd
Madison, CT 06443
1.800.537.8937

Quote

Quote number: 18842
Date: 2021-04-15
Sales Person: Brian Griffin
Valid until: 2021-07-15

Bill To	Ship To
Lt. Terry Blake	Lt. Terry Blake
Norwalk Police Department	Norwalk Police Department
1 Monroe Street	1 Monroe Street
Norwalk, CT, 06854-5426	Norwalk, CT, 06854-5426

Computer Aided Call Handling Software

Quantity	Part Number	Quoted Line Item	List Price	Unit Price	Ext. Price	Discount:
1.00	TRSL	CACH Server Module	\$7,500.00	\$7,500.00	\$7,500.00	0.00%
		Includes 1 x CACH Admin License				
0.00	TRAL	CACH Administrator Module	\$3,850.00	\$3,850.00	\$0.00	0.00%
1.00	TRAPI	CACH API	\$3,850.00	\$3,850.00	\$3,850.00	0.00%
		To link CACH to CAD - Excludes 3rd Party Fees				
1.00	TR200	CACH Emergency Protocols	\$1,850.00	\$1,850.00	\$1,850.00	0.00%
4.00	TRCHL	CACH Call Handler Module	\$6,000.00	\$6,000.00	\$24,000.00	0.00%
1.00	TRSPVL	CACH Supervisor Module	\$3,850.00	\$3,850.00	\$3,850.00	0.00%
1.00	TRCAL	CACH Quality Assessor Module	\$3,850.00	\$3,850.00	\$3,850.00	0.00%
1.00	TRSMML	CACH Protocol Manager Module	\$3,850.00	\$3,850.00	\$3,850.00	0.00%
1.00	TRSILVER	CACH Silver Package Credit	\$-2,900.00	\$-2,900.00	\$-2,900.00	0.00%

Subtotal: \$45,850.00
Discount: \$0.00
Discounted Subtotal: \$45,850.00
Tax: \$0.00
Shipping: \$0.00
Total: \$45,850.00

Training and System Implementation

Quantity	Part Number	Quoted Line Item	List Price	Unit Price	Ext. Price	Discount:
4.00	TRINSTL01	CACH Installation	\$500.00	\$500.00	\$2,000.00	0.00%
		Silver / Gold System Installation				
6.00	TRIMPSUP	Implementation Support	\$1,600.00	\$1,600.00	\$9,600.00	0.00%
		Eight hour time block of Implementation services covering				

configuration and end-user training.

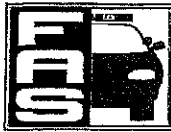
Subtotal:	\$11,600.00
Discount:	\$0.00
Discounted Subtotal:	\$11,600.00
Tax:	\$0.00
Shipping:	\$0.00
Total	\$11,600.00

System Support and Maintenance

Quantity	Part Number	Quoted Line Item	List Price	Unit Price	Ext. Price	Discount:
0.00	TRSMANT	Annual Software & System Maintenance Software system support and maintenance. Maintenance for year 2 onward.	\$0.00	\$7,312.50	\$0.00	0.00%

Subtotal:	\$0.00
Discount:	\$0.00
Discounted Subtotal:	\$0.00
Tax:	\$0.00
Shipping:	\$0.00
Total	\$0.00

Currency:	USD	Grand Total	
		Subtotal:	\$57,450.00
		Discount:	\$0.00
		Discounted Subtotal:	\$57,450.00
Tax Rate:	0.00%	Tax:	\$0.00
Shipping Provider:		Shipping:	\$0.00
		Total	\$57,450.00

**Fleet Auto Supply, LLC**

757 First Avenue
West Haven, CT 06516

Phone (203) 931-0388

Fax (203) 931-7484

Invoice**Date**

4/19/2021

Bill To

Norwalk Police
1 Monroe Street
Norwalk, CT 06854

Ship To

Invoice #	Billed By	Customer #	Vehicle ID	P.O. Number	Due Date
2021-01100	TC	9146			4/19/2021

Qty	Part Number	Description	Unit Price	Ext. Amount
2	MISC MATE...	K9 PATROL UNITS TWO (2)	18,735.41	37,470.82
8	MISC MATE...	NEW MARKED PATROL UNITS EIGHT (8)	14,413.19	115,305.52
2	MISC MATE...	NEW SUPERVISOR UNITS TWO (2) NO PRISONER TRANSPORT SYSTEM 2021/2022 NEW PATROL / K9 / SUPERVISOR FLEET PER BID EXTENSION BID # 3768 ATTN.DEPUTY CHIEF ZECCA	13,241.19	26,482.38
flectautosupply@gmail.com			Total \$179258.72	

Balance Due**\$179,258.72**

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 RESPONSE FORM – BID #4095 NPD – REFURBISHED BOAT

Vendor Name - Sea Support, Inc.		
Address - 100 Waterfront Street, New Haven, CT 06512		
Phone - 203-467-1590	Fax - 203-468-2670	Email - ralph@portsecurity.us
Manager - Ralph Gogliettino		Fed ID# 06-1308721

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied himself as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

The undersigned further agrees, in case of variations of quantities from those shown or specified, the following unit prices will be used in adjusting the contract price. If quantities are authorized by the City, the following amount will be added to the contract as required. Unless otherwise noted, each UNIT PRICE shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved.

It is further understood and agreed that all the information included in, and attached to, or required by the Request for Bid shall become public record upon delivery to the City.

The following unit prices shall apply to this project:

A. NPD - Refurbished Boat

Boat	Year	Cost
25' Safe Defender Boat (Retired USCG Fresh Water Boat) Refurbished and Certified to "New" Condition	2004	\$ 170,000.00

B. Raymarine Electronics

Cost and Installation of Raymarine Electronics on the 25' Safe Refurbished Defender Boat	\$ 36,398.00
--	--------------

C. Total Cost

Total Lump Sum of (A+B)	\$ 206,398.00
-------------------------	---------------

***NOTE:** Cost of labor and delivery shall be included in C. Total Cost listed above

NORWALK CT POLICE DEPT Used FireBoat Requirements - Bid Due 3/16/2021 (As outlined in Section 2: PAGES 21 thru 27 of Bid#4095 NPD- Refurbished Boat)

<i>Vessel Specs, page 1</i>	<i>Sea Support Proposed</i>
25' SAFE Defender Boat (Retired USCG Fresh Water Boat) fully refurbished and certified as "New" condition	25' SAFE Defender Boat (Retired USCG Fresh Water Boat) fully refurbished and certified as "New" condition
Documented Freshwater use only	Yes, SAFE boat supplied will have Freshwater Use only provenance
1 each 225 HP Honda Outboard Engine (Port) - Honda Dealer Reviewed/Serviced	Yes, 1 each 225 HP Honda Outboard Engine (Port) - Honda Dealer Reviewed/Serviced - Engine is Used and hours will be noted
1 each 225 HP Honda Outboard Engine (Starboard) - Honda Dealer Reviewed/Serviced	Yes, 1 each 225 HP Honda Outboard Engine (Starboard) - Honda Dealer Reviewed/Serviced - Engine is Used and hours will be noted
ELECTRONICS -- Custom Installation of Norwalk PD specified Raymarine electronics as outlined in this bid will be installed and checked to ensure operability	Yes, ELECTRONICS -- Custom Installation of Norwalk PD specified Raymarine electronics as outlined in this bid will be installed and checked to ensure operability
Police LED Lights and Signals - per Norwalk PD direction - to be placed on vessel - Manufacturer: Whelan	Yes, Police LED Lights and Signals - per Norwalk PD direction - to be placed on vessel - Manufacturer: Whelan
FLIR Electronics Search System - Raymarine - per the Electronics specified in this bid by Norwalk PD installed	Yes, FLIR Electronics Search System - Raymarine - per the Electronics specified in this bid by Norwalk PD installed
Davits/Winches added to Vessel for easy vessel entry/exit water	Yes, Davits/Winches added to Vessel for easy vessel entry/exit water
3-Bank Battery Charger for 3 AGM batteries (2 Main Engines and 1 House Battery)	Yes, 3-Bank Battery Charger for 3 AGM batteries (2 Main Engines and 1 House Battery)
Vessel equipped with Webasto 3500 diesel electric 12-volt heater with a 2.5 gallon tank	Yes, Vessel equipped with Webasto 3500 diesel electric 12-volt heater (or equivalent) with a 2.5 gallon tank
105 gallon fuel capacity (gas)	Yes, will be supplied as specified
Seating to include 4 - aluminum framed Shock Mitigating Seats by "Shox"	Yes, will be supplied as specified

**NORWALK CT POLICE DEPT Used
FireBoat RAYMARINE ELECTRONICS
Requirements - Bid Due 3/16/2021
(As outlined in Section 2: Page 27)**

Part #	Product Description	Sea Support Proposed
E70372-00-NAG	AXIOM Pro 12 RVX Multifunction Display with RealVision 3D, 1kw CHIRP Sonar and Navionics+ US & Canada Charts	Yes, will be Supplied
E70372	AXIOM Pro 12 RVX Multifunction Display with RealVision 3D, 1kw CHIRP Sonar	Yes, will be Supplied
T70168	4kw 18" (456mm) HD Color Random + 10m RayNet Cable	Yes, will be Supplied
A80464	RV-100 RealVision 3D Transom Mount Transducer (8M cable)	Yes, will be Supplied
E70537	AR200 IP Camera Stabilization Module/GPS/Heading Sensor	Yes, will be Supplied
T70134	STNG Starter Kit (1xA06064, 2xA06031, 1xA06040, 1xA06049)	Yes, will be Supplied
A06064	5 Way Connector	Yes, will be Supplied
A06034	Backbone Cable 1m	Yes, will be Supplied
A80007	HS=5 Network Switch (Raynet)	Yes, will be Supplied
E70518	FLIR M 364C Dual Payload 640 CTV Camera, 24-Deg Hfov (does not include JCU)	Yes, will be Supplied
A80480	Jack Plate Mount for RV-100 RealVision 3D Transom Mount Transducer	Yes, will be Supplied
	TOTAL Electronics + Installation On Vessel	\$36,398.00
	w/ Full Raymarine Warranty	

Vessel Specs, page 2	Sea Support Proposed
Painting of Sponsons in color choice and lettering	Yes, Painting of Sponsons in color choice and lettering
Aluminum triple axel trailer with operational surge brakes, DOT required lighting and bow ladder WITH Winch Modification	Yes, will be supplied as specified
Complete vessel refurbishment with comprehensive functionality checks performed on all systems	Agreed
Items in need of repair, updating, maintenance performed	Agreed
Vessel will be delivered FULLY FUNCTIONAL	Agreed
Independent third-party full C&V (Condition and Valuation) survey	Agreed
Perform an operation check on-site	Agreed
Include training (local to CT/RI) to ensure Full Familiarization voyage to staff/personnel	Agreed, at delivery time of vessel, in-person training for 2 hours. Telephone support as needed. Additional, in-person or in-water training to be determined, if needed by Norwalk, PD.
SAFE boat specifications in RFP -- Hull Construction; Foam Collar; Self-Bailing Decks; Speed Shoe (Planing Shoe); Performance Fins -- all checked and tested	Agreed
CUSTOMIZED On-Board List	Yes, will be supplied as specified
CUSTOMIZED PAINT	Yes, will be supplied as specified
Vessel will be delivered to Norwalk PD, 100 Water Street, Norwalk, CT 06854	Yes, Agreed
Delivery Time Estimate of Vessel	Boat will be delivered within 90 to 120 Days upon the successfully award of bid and contract execution OR at a determined delivery date in coordination with the Norwalk PD's need (<i>barring any unforeseen circumstances that would adversely affect our refurbishment operations personnel or business operations - I.E., COVID</i>)

**CITY OF NORWALK
PURCHASING DEPARTMENT**

Delivery: Number of calendar days from receipt of order Avg 90-120 Days (but can be sooner if needed)

Warranties: Provide all information and literature concerning warranties for the vessel and its various components along with the Raymarine electronics with your submission.

DEVIATIONS FROM SPECIFICATIONS: Any deviations from these specifications must be documented and submitted with your submission in detail on a separate form. If deviations are not documented completely, the bidder may be disqualified from consideration for an award.

D. TRADE-IN (not to be included in the total lump sum bid above)

The Police Department will evaluate pricing to determine whether they get traded in or sold separately. They intend to offset the cost of the new boat with the trade-ins.

Description	Trade in Value Offer
2008 MU126 MANUFACTURER TP MARINE HULL# TPW0515A07	\$ No offer as we don't use these vessels
2006 MU130 MANUFACTURER TP MARINE HULL# TPW8800309L06	\$ No offer as we don't use these vessels

1.1R RESPONSE FORM – BID #4096 Norwalk Police Department Marine Electronics Equipment

Vendor Name - <u>L+L Electronics, Inc.</u>		
Address - <u>300 East Main Street, Branford, CT 06405</u>		
Phone- <u>203-488-4814</u>	Fax- <u>203-488-0609</u>	e-mail-
Manager- <u>David Alaska</u>	Fed ID#- <u>06-1012547</u>	

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied himself as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

The undersigned further agrees, in case of variations of quantities from those shown or specified, the following unit prices will be used in adjusting the contract price. If quantities are authorized by the City, the following amount will be added to the contract as required. Unless otherwise noted, each UNIT PRICE shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved.

It is further understood and agreed that all the information included in, and attached to, or required by the Request for Bid shall become public record upon delivery to the City.

The following unit prices shall apply to this project:

Supply and Onsite Installation of Raymarine Electronics on Norwalk Police Unit 135	\$ <u>37,755.07</u>
--	---------------------

*Note: Please include cost of delivery with your price

Delivery: Number of calendars after receipt of order 2-3 weeks

Onsite Installation: Number of calendars after delivery 1 week

Warranties: Provide all information and literature concerning warranties for the Raymarine electronics equipment in your bid submission

Please provide manuals for the Raymarine electronics equipment with your submission

DEVIATIONS FROM SPECIFICATIONS: Any deviations from these specifications must be documented and submitted with your proposal submission in detail on a separate form. If deviations are not documented completely, the bidder may be disqualified from consideration for an award.

SECTION 2 - SPECIFICATIONS

The City of Norwalk Police Department is requesting the following below Raymarine Electronics to be supplied and installed onsite for Norwalk Police Unit 135. The install will be done at 100 Water Street, Norwalk, CT 06854. Points of contact to arrange for delivery and install will be Sgt Peter Lapak 203-854-3077 and Officer Mike Silva 203-854-3076.

No substitutions will be taken for the electronics.

Please provide manuals if available.

Note: Any and all claims for damage in transit shall be the sole responsibility of the successful bidder.

Raymarine

Norwalk Police Unit 135

Quantity	Part Number	Description
1	E70372-00-NAG	AXIOM Pro 12 RVX Multifunction Display with RealVision 3D, 1kW CHIRP Sonar and Navionics+ US & Canada Charts
1	E70372-00-LNC	AXIOM Pro 12 RVX Multifunction Display with RealVision 3D, 1kW CHIRP Sonar and Lighthouse Coastal
2	T70319	Pack of RV-220 RealVision 3D Bronze Through Hull Transducers, (depth finder) Port and Starboard 20 Degree
1	A80037	B75H Bronze Low Profile D/T Through Hull Transducer 20" Angle (600W)
1	A80328	Single B75/B175 Operation Cable
1	E70310	Raystar 150 10Hz GPS/Glonass antenna (STng)
1	E92143	4kW 24" (608mm) HD Color Random no Cable
1	E70518	M364C Dual Payload 640 Color Thermal, 24-deg HFOV (does not include JCU)
1	A80227	5m Digital Radar Cable with Raynet Connector
1	E70096	Evolution EV1 Sensor Core
1	T70134	STNG Starter Kit (1xA06064, 2xA06031, 1xA06040, 1xA06049)
1	A06064	5 Way Connector
1	A06034	Backbone Cable 1m
1	A80007	HS-5 Network Switch (Raynet)

DEVIATIONS FROM SPECIFICATIONS: Any deviations from these specifications must be documented and submitted with your proposal submission in detail on a separate form. If deviations are not documented completely, the bidder may be disqualified from consideration for an award.



CITY OF NORWALK
Norwalk Health Department

To: Members of Health and Public Safety Committee of the Common Council

From: Deanna D'Amore, Director of Health
Norwalk Health Department

Re: Local Health Department Vaccine Equity Partnerships Funding (VEPF)

Date: April 19, 2021

Funding has been made available to all local health departments/districts across the state to support COVID-19 vaccine equity partnerships. The Connecticut Department of Public Health has made this funding available to break down barriers to vaccine access and is encouraging door-to-door canvassing, out-bound calling and mobile vaccine clinic outreach. Local health departments will work in collaboration with community organizations and other vaccine providers to focus efforts in high CDC Social Vulnerability Index (SVI) communities.

The specific action that is requested is:

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 period beginning May 1, 2021 through August 31, 2021 for the Local Health Department Vaccine Equity Partnerships Funding (VEPF) Program.

1b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Local Health Department Vaccine Equity Partnerships Funding (VEPF) Program for the period beginning May 1, 2021 through August 31, 2021.

