

**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.



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I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: January 10, 2023

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: Jordon Hensley, Historical Commission

APPOINTMENTS:

REAPPOINTMENTS: Jeffrey Mangels, Harbor Management Commission

MAYOR'S REMARKS:

**COMMON COUNCIL
NORWALK, CONNECTICUT
V. COUNCIL PRESIDENT**

**AGENDA
7:30 PM EST**

**January 24, 2023
COUNCIL CHAMBERS**

A. GENERAL COUNCIL BUSINESS:

RESIGNATION AND APPOINTMENTS:

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS, AND CULTURAL AFFAIRS

1. Authorize the Purchasing Agent to issue a purchase order to TPC-Turf Products for the purchase of three (3) Toro Workman GTX EFI carts, model # 076409 from the State of Connecticut DEEP grant account in an amount not to exceed \$34,874.44
2. Authorize the Purchasing Agent to issue a purchase order to TPC-Turf Products for the purchase of a Toro Groundmaster 5910 mower, model # 31699 from the State of Connecticut DEEP grant account, for an amount not to exceed \$167,069.67
3. Authorize the Purchasing Agent to issue a purchase order to Field Turf USA Inc, for the solo source procurement of the replacement of the track at Brien McMahon High School, pricing off the Sourcewell Contract # 060518-FTU, in an amount not to exceed \$822,600.00
Acct # 0922-6030-5777-C0820
134010-5796 ARP01

B. FINANCE AND CLAIMS

1. For informational purpose only: Report of the Claims Committee Dated: January 2023
2. For informational purposes only: Narrative on Tax Collections Dated: January 2023
3. For informational purposes only: Monthly Tax Collector's Report Dated: December 2022
4. Proposal for extended due date and extended payment period for the 2021 grand list motor vehicle supplemental tax billing, in accordance with CGS 12-142. Due date March 1, 2023, and payable April 1, 2023.

C. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. As Authorized on December 13, 2022, Common Council Agenda: Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, and instruments with Axon Enterprise, Inc. for the sole source purchase, installation and service of body worn cameras, tasers, dashboard cameras, and related equipment and data storage for an amount not to exceed \$460,394.65 annually. Account # 013049-5258.

Technical Correction for Approval: Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, and instruments with Axon Enterprise, Inc. for the sole source purchase, installation and service of body worn cameras, tasers, dashboard cameras, and related equipment and data storage for **5 years** for an amount not to exceed \$460,394.65 annually. Account # 013049-5258.

D. LAND USE AND BUILDING MANAGEMENT

1. Authorize the Mayor, Harry W. Rilling, to execute any and all documents relating to application for financial incentives (including but not limited to Eversource solar incentives) and project development forms and agreements as the Property Owner for the Cranbury Elementary School Photovoltaic (PV) development project.

E. COMMUNITY SERVICES

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments with Fairfield University as may be necessary to allow for students in the University's graduate and undergraduate programs to be placed at the Norwalk Health Department for internships and student learning opportunities.
2. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary to extend the student practicum/internship agreement between the City of Norwalk health department and the University of Connecticut Nursing program.
3. Authorize the Mayor, Harry W. Rilling, to enter into a Data Sharing Agreement with Norwalk Public Schools to allow NPS to share de-identified student data for use in the Norwalk Student BMI Data Report.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

REAPPOINTMENTS

HARBOR MANAGEMENT COMMISSION
JEFFREY MANGELS (R)
45 Ledgewood Drive
Norwalk, CT 06850

M/C

NORWALK CODE 69
TERM EXPIRES – 12/31/2026

**COMMON COUNCIL REGULAR MEETING
NORWALK, CONNECTICUT**

**JANUARY 10, 2023
VIA TELECONFERENCE**

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

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Mayor Rilling called the meeting to order at 7:36 p.m. and led the Assembly in reciting the Pledge of Allegiance.

Mayor Rilling asked for a Moment of Silence in memory of Ms. Mimi Burgess, the beloved wife of Mr. Bobby Burgess and for Middletown State Representative Quentin Williams.

I. ROLL CALL

Ms. Dixon called the Roll:

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

District A: Mr. David Heuvelman

District B: Ms. Diana Revolus

District C: Mr. John Kydes Ms. Jenn McMurrer

District D: Ms. Heidi Alterman Mr. Bryan Meek (7:52 p.m.)

District E: Mr. Thomas Livingston Ms. Lisa Shanahan

At Roll Call there were eleven (11) Council members present and four (4) absent (Ms. Smyth; Ms. Ayers; Ms. Young and Mr. Meek). A Quorum was present.

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

II. ACCEPTANCE OF MINUTES

Regular Meeting: December 13, 2022

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

III. PUBLIC PARTICIPATION

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

Mr. Thomas Tanner commented on the death of State Senator Williams and said it was tragic and should be a wake up call. This motivates him to make transportation safer.

Mr. Tanner spoke in support of the curb and sidewalk project; however, he wanted to offer some feedback on the design. Mayor Rilling suggested he contact the Chief of Operations and Public Works.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were no resignations announced this evening.

APPOINTMENTS:

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

**ANA TABACHNECK, PLANNING AND ZONING COMMISSION –
ALTERNATE
DARIUS WILLIAMS, PLANNING AND ZONING COMMISSION – REGULAR**

Mr. Goldstein spoke in support of the reappointments.

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS:

**** MR. GOLDSTEIN MOVED TO APPROVE THE FOLLOWING REAPPOINTMENT**

**TAMSEN (TAMMY) LANGALIS, PLANNING AND ZONING COMMISSION –
REGULAR**

Mr. Goldstein spoke in support of the reappointment.

**** MOTION PASSED UNANIMOUSLY**

**** MS. NIEDZIELSKI EICHNER MOVED TO APPROVE THE FOLLOWING REAPPOINTMENT**

Christopher MacDonnell, Harbor Management Commission

Ms. Niedzielski Eichner spoke in support of this reappointment.

**** MOTION PASSED UNANIMOUSLY**

MAYOR'S REMARKS:

Mayor Rilling offered Councilmembers an opportunity to comment.

Mr. Burnett recognized State Representative Williams, noting that prior to becoming a State Representative he was an advocate for having a charter school in Norwalk.

Ms. Revolus said that she had the great honor of working with State Representative Williams and hoped to see a school in Norwalk. She added that he fought hard for Norwalk.

Mayor Rilling welcomed the newest member of the Common Council, Ed Camacho. He said that Mr. Camacho served the City in various capacities and was very active in civic affairs.

Mayor Rilling extended his New Year's greetings to everyone and highlighted the holidays events the City of Norwalk held, including Christmas, Chanukah, Kwanzaa, and Ukrainian Christmas, thanking Ms. Young for the Kwanzaa event.

Norwalk will be having their first ever Christmas Tree collection and interested residents should check the City of Norwalk's website for the collection dates for their area. The Mayor's Ball date has been moved to April 21st, 2023.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Mr. Burnett reminded everyone that on Monday, January 16th, Dr. Martin Luther King's birthday will be commemorated with several events throughout the City of Norwalk.

RESIGNATION AND APPOINTMENTS:

RESIGNATIONS: There were no resignations announced this evening.

APPOINTMENTS: There were no appointments announced this evening.

REAPPOINTMENTS: There were no reappointments announced this evening.

B. CONSENT CALENDAR:

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

VI.A.1, VII.A.1, VII.A.2, VII.B.2a, VII.B.2b, VII.B.3a, VII.B.3b, VII.B.4, VII.C.1, VII.C.2, VII.C.3, VII.C.4a, VII.C.4b, VII.C.5a, VII.C.5b, VII.C.6a, VII.C.6b, VII.C.7a, VII.C.7b, VII.C.8a, VII.C.8b, VII.C.9a, VII.C.9b, VII.C.10a, VII.C.10b, VII.C.11a, VII.C.11b, VII.C.12a, VII.C.12b, VII.C.13a, VII.C.13b, VII.D.1

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Authorization to Settle Claim: Mirtila Cruz – EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS, AND CULTURAL AFFAIRS

1. Authorize the Purchasing Agent to issue a purchase order to Gabrielli Isuzu Truck Sales for a refuse truck, in an amount not to exceed \$124,280.00. Funding from the DEEP Grant.
2. Authorize the Mayor, Harry W. Rilling, to execute a contract for the acceptance, donation, movement, and placement of the Norwalk Harbor Splash! Dragon Boat Trophy in City Hall and as part of the Norwalk Public Art Collection.

B. PUBLIC WORKS

- 2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Burns Construction Company, Inc. for Project PM2023-2 Permanent Pavement Repairs & Surface Restoration, for an amount not to exceed \$488,020.00. Account No. 03 00 00 2602
- 2b. Authorize the Chief of Operation and Public Works, to execute orders on Contract with Burns Construction Company, Inc. for Project PM2023-2 Permanent Pavement Repairs & Surface Restoration, for an amount not to exceed \$48,802.00. Account No. 03 00 00 2602
- 3a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Reliable Excavating Co., for Project RD2022-2 Curb and Sidewalk for Senga and Morton Area, for an amount not to exceed \$774,993.65.
Account No. 09 23 7100 5777 C0583 134010 5796 APW09
- 3b. Authorize the Chief of Operations and Public Works, to Execute Orders on Contract with Reliable Excavating Co., for Project RD2022-2 Curb and Sidewalk for Senga and Morton Area, for an amount not to exceed \$77,499.37.
Account No. 09 23 7100 5777 C0583 134010 5796 APW09
4. Authorize the Mayor, Harry W. Rilling, to sign an Agreement, between the City of Norwalk and Vanasse Hangen Brustlin, Inc., pavement management software SAM IS, First Year Fee \$19,210.00, Recurring Annual Subscription and Support Fee, \$4,000.00, to be paid out of the existing PO with VHB, Inc.
Account No. 09 20 4021 5777 C0021
09 22 4021 5777 C0021
09 23 4021 5777 C0021

C. LAND USE AND BUILDING MANAGEMENT

1. Authorize Office of Building Management to execute change order on contract with Energy Resources USA to provide LED Lighting Retrofit Services at the Norwalk Public Works Center for a total not to exceed \$3,907.41

Accounts #0922/237100 5777 C0327.

2. Authorize Office of Building Management to execute change order on contract with Energy Resources USA to provide LED Lighting Retrofit Services at the Norwalk Fire Headquarters for a total not to exceed \$4,658.03

Accounts #0922/237100 5777 C0327.

3. Authorize to increase the contingency allowance for Salamone Associates, PC., for underground oil tank removal project at various school locations, to provide additional environment design services and environmental testing/monitoring services for contaminated materials for an additional amount of \$55,000.

Acct. #0921 5010 5777 C0789

4a. Authorize the Purchasing Agent to issue a Purchase Order to Insalco Corporation for various furniture items for the Cranbury Elementary School - New project for a total sum of \$168,147.57. Acct. #0921 5010 5777 C0786.

4b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$8,400. Acct. #0921 5010 5777 C0786

5a. Authorize the Purchasing Agent to issue a Purchase Order to Lakeshore Learning Materials, LLC. for various furniture items for the Cranbury Elementary School - New project for a total sum of \$51,389.61.

Acct. #0921 5010 5777 C0786.

5b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$5,000.

Acct. #0921 5010 5777 C0786.

6a. Authorize the Purchasing Agent to issue a Purchase Order to Robert H. Lord Co. for various furniture items for the Cranbury Elementary School - New project for a total sum of \$772. Acct. #0921 5010 5777 C0786.

6b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$500.

Acct. #0921 5010 5777 C0786.

7a. Authorize the Purchasing Agent to issue a Purchase Order to Red Thread Spaces, LLC, for various furniture items for the Cranbury Elementary School - New project for a total sum of \$218,884.

Acct. #0921 5010 5777 C0786.

7b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$11,000.

Acct. #0921 5010 5777 C0786.

8a. Authorize the Purchasing Agent to issue a Purchase Order to W.B. Mason Co. Inc. for various furniture items for the Cranbury Elementary School - New project for a total sum of \$346,141.

Acct. #0921 5010 5777 C0786.

8b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$40,000.

Acct. #0921 5010 5777 C0786.

9a. Authorize the Purchasing Agent to issue a Purchase Order to CT Communications (State Contract #18PSX0097) for the Telephone System for the Cranbury Elementary School - New project for a total sum of \$28,694.

Acct. #0921 5010 5777 C0786.

9b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$2,000.

Acct. #0921 5010 5777 C0786.

10a. Authorize the Purchasing Agent to issue a Purchase Order to Raptor Technologies, LLC. for the Visitor Management System for the Cranbury Elementary School - New project for a total sum of \$1,923.50.

Acct. #0921 5010 5777 C0786.

10b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$500.

Acct. #0921 5010 5777 C0786.

11a. Authorize the Purchasing Agent to issue a Purchase Order to TOTAL Communications (State Contract #18PSX0202) for Computer Networking Electronics for the Cranbury Elementary School - New project for a total sum of \$162,877.38.

Acct. #0921 5010 5777 C0786.

11b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$10,000.

Acct. #0921 5010 5777 C0786.

12a. Authorize the Purchasing Agent to issue a Purchase Order to Environmental Systems Corporation (State Contract #19PSX0015) for Digital Displays for the Cranbury Elementary School - New project for a total sum of \$7,311.70. Acct. #0921 5010 5777 C0786.

12b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$1,000.

Acct. #0921 5010 5777 C0786.

13a. Authorize the Purchasing Agent to issue a Purchase Order to Environmental Systems Corporation for Computer Charging Stations for the Cranbury Elementary School - New project for a total sum of \$15,328.

Acct. #0921 5010 5777 C0786.

13b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$1,000.

Acct. #0921 5010 5777 C0786.

D. ECONOMIC AND COMMUNITY DEVELOPMENT

1. Authorize the Mayor, Harry W. Rilling, to execute an amendment to increase the Fuss and O'Neill contract by \$60,000 for Additional Transportation Engineering and Related Design Services for East Wall Street

Improvements. Acct. # 0922-4120-5777-C0232 (\$40,000)

0923-4120-5777-C0824 (\$20,000)

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS, AND CULTURAL AFFAIRS

**** MS. MCMURRER MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT FOR ACCEPTANCE, DONATION, MOVEMENT, AND PLACEMENT OF THE ATTITUDE CROSSINGS SCULPTURE TO THE ART PARK ON WEST AVENUE AND AS PART OF THE NORWALK PUBLIC ART COLLECTION.**

Ms. McMurrer said department representatives were present to answer any questions.

Mr. Meek and Mr. Kydes said they would be voting against this item.

**** MOTION PASSED WITH TWO (2) VOTES IN OPPOSITION (MR. KYDES AND MR. MEEK)**

**** MS. MCMURRER MOVED TO APPROVE THE NORWALK RECREATION AND PARKS GIFT AND DONATION AND ART ACCEPTANCE POLICY.**

Ms. McMurrer reviewed the item. Mr. Meek said he would be voting against the item, because there were no provisions for maintaining the items. Those costs were not factored into this.

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

B. PUBLIC WORKS

**** MR. LIVINGSTON MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH FERGUSON ELECTRIC COMPANY, INC. FOR STATE PROJECT 102-360 NORWALK TRAFFIC SIGNAL SYSTEM UPGRADE – PHASE IV, FAP 1102 (CN)123 FOR AN AMOUNT NOT TO EXCEED \$3,125,192.00. ACCOUNT NO. FHWA CMAQ GRANT (100%)**

AND TO AUTHORIZE THE DIRECTOR OF TRANSPORTATION, MOBILITY AND PARKING, TO EXECUTE ORDERS ON CONTRACT WITH FERGUSON ELECTRIC COMPANY, INC. FOR STATE PROJECT 102-360 NORWALK TRAFFIC SIGNAL SYSTEM UPGRADE – PHASE IV, FAP 1102(CN) 123 FOR AN AMOUNT NOT TO EXCEED \$312,519.20. ACCOUNT NO. FHWA CMAQ GRANT (100%)

Mr. Livingston reviewed the items and said the replacement traffic systems were being funded 100% by the State and Federal government.

Mr. Meek spoke in opposition to spending \$850,000 on simple projects and said those lights were serviceable. Mayor Rilling said he was pleased to see the light at the Grace Baptist Church and West Avenue are in this plan.

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

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none.

X. SUSPENSION OF RULES

**** MS. REVOLUS MOVED TO SUSPEND THE RULES TO ADD AN ITEM TO THE AGENDA**

**** MOTION PASSED UNANIMOUSLY**

PUBLIC SAFETY AND GENERAL GOVERNMENT

**** MR. BURNETT MOVED TO ADD THE FOLLOWING ITEM TO THE AGENDA**

Authorize the Mayor, Harry W. Rilling, to execute an Informal Settlement Agreement with the Connecticut Dept. of Labor - Division of Safety & Health for an amount not to exceed \$11,095.

**** MOTION PASSED UNANIMOUSLY**

**** MS. MCMURRER MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN INFORMAL SETTLEMENT AGREEMENT WITH THE CONNECTICUT DEPT. OF LABOR - DIVISION OF SAFETY & HEALTH FOR AN AMOUNT NOT TO EXCEED \$11,095.**

**** MOTION PASSED UNANIMOUSLY**

XI. ADJOURNMENT

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

**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 8:18 p.m.

ATTEST: _____
Irene Dixon, City Clerk

Jeffrey Mangels

45 Ledgewood Dr, Norwalk, CT 06850
 (203) 247-1527 • jjmangels@optonline.net

EXECUTIVE SYNOPSIS

Technical Support Management: Effective analyst for installation and troubleshooting of complex broadcast automation systems used in the broadcast industry. Proven team leader - Building strong relationships with coworkers, partners, and clients. Top-notch personal interaction skills with the ability to work closely with technical and non-technical clients alike. Visionary manager with a blend of technical and business savvy. Background includes years of experience in sales and technical services.

Product Management: Direct management background in software systems product management and support with demonstrated cross-functional team leadership.

NOTEWORTHY CAREER ACHIEVEMENTSSales/Support:

- **Team Leader and lead support engineer for all “Swift” software** – Includes North, South America territory.
- **Support Engineer Grass Valley iTX automation software and hardware** – Includes North, South America and follow the sun coverage.
- **Highest-level of support ticket closures**, closed 80% of all support tickets in North and South America within one (1) business day, most resolved on first call.

Product Management:

- **Managed entire “Swift” product line** – Software used for closed caption/subtitle generation and transmission.
- **Held company-wide Scrums** - providing open communication among team members and embracing change in the development process.
- **Negotiated with third-party vendors** to improve product development process and achieve delivery milestones

CORE COMPETENCIES

- Superior written and oral communication skills.
- High competency in Microsoft Office suite.
- Read and understand schematics and workflow diagrams.
- Work unsupervised to perform maintenance and system wide updates. Troubleshooting systems remotely and on site, emphasis on no interruptions of on-air signals.
- Communicate and coordinate with Project Managers and broadcast personnel to plan all installation/upgrade procedures before implementation.
- TAM (Technical Account Manager) for major networks – scheduling conference calls to diagnose/resolve problems.
- Developing relationships with customers: - Providing step by step procedures to work towards a solution based on their workflow.
- Problem solving to component level working through complex software, reviewing log data and configuration files.
- Provide first and second level support using remote access to customer systems
- Reproduce reported issues on Lab systems to duplicate then initiate Jira case for R&D with reproduction steps
- Perform on site support, commissioning and system health checks.
- Liaison with internal support team members and development to quickly solve problems
- Respond to Critical cases in a timely manner to avoid on air issues.

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KEY EXECUTIVE QUALITIES

Support Management: Establish and maintain loyal business relationships with clients, negotiate large-scale support agreements. Provided detailed overview of support calls and troubleshooting procedures.

Product Management: Gathered requirements for new and existing products, write Statement of Work (SoW) documents based on client needs, identified, and managed risks, provided software testing, and ensured on-time product delivery.

SALES/CUSTOMER SUPPORT MANAGEMENT EXPERIENCE

Grass Valley Technical Support Engineer

2004 - Present

- Manage customer services for all aspects of closed caption/subtitle for broadcast/transmission software and hardware. Customer base includes major networks such as Turner, Fox, CBS, CBC Canada, Shaw, MTV, HBO, Discover and all major and independent closed caption/subtitle houses.
- Provide support for all products sold via remote access, on-site or remote.
- Provide customer support to secure repeat Support Contract enrollment.
- Procurement of hardware and supplies for system builds
- Build and test systems
- Commission systems on-site domestic and international
- Located in Norwalk, CT (50 Miles from NYC)

New 12 Connecticut

2000 - 2004

- Emmy nominated in two categories (Spot News and Breaking news)
- Received awards for breaking news coverage
- Editor in charge for time of air delivery of video content including VO's (spot stories), and packages (main stories)
- Maintained equipment to meet demand of live news environment
- Delivered time critical content to producers and directors
- Videographer (Studio, ENG)

Thermo Spectra-Tech

2000 - 2004

- Promoted to Sales Manager after 2 years as Eastern region sales and support engineer
- Provided feedback from forensic labs, colleges, and universities to product development for new products.
- Lead sale team in the sale of infrared based microscopes with ATR Objectives
- Developed a keen understanding of current trends and helped with product development and testing of new ATR based spectroscopy accessories

Sales Manager/Support Engineer

General Analysis Corporation

1996 - 2000

- Sales Manager for all America's met and exceeded sales goals by implementing commission-based bonuses to all support engineers who develop and close sales.
- Travel worldwide to install/troubleshoot and train all users on infrared based liquid analyzer systems. Training locations include Asia, Europe, North and South America territories.
- Southeast region Sales/Support manager – opened and managed Southeast office in Tampa Florida, responsible for the hiring of key technicians meeting quarterly goals both in sales and for customer support.

Jeffrey Mangels

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- Manufacturing engineer, parts procurement manager, maintain levels of stock to meet production demands based on order forecasts and part lead-time. Quality control of all incoming parts and outgoing products.

EDUCATION

- Norwalk State Technical College, Norwalk, CT - Associates Degree in Electro-Mechanical Engineering
- Fairfield University, Fairfield, CT - Television and Video Production
- NYU – New York - Certificate course Avid Non-Linear editing.

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NOTEWORTHY MARINE ACHIEVEMENTS

East Norwalk Boating and Yacht Club:

2010-2021

- **Commodore** – Provided leadership to run East Norwalk Boating and Yacht Club during turbulent times. Successfully negotiated a lawsuit to limit the club's financial exposure. Worked with many "personalities" to accomplish unity within the club.
Established East Norwalk Boating and Yacht Club Scholarships for Brien McMahon and Norwalk High School seniors.
Worked closely with the D.E.E.P (Kevin Zawoy, Sue Jacobson) providing information to rule on illegal docks. Said docks were placed without permit and impeded the safe navigation in the East basin. Docks had encroached into the channel of the East basin. Docks were removed resulting in safe navigation in that area.
- Continuously work with the City of Norwalk to help with the parking and pedestrian issues around East Norwalk Boating and Yacht Club. Met with Mayor Moccia and Mayor Rilling to provide ideas to curb the speeding on Seaview Avenue to improve the safety of our members and pedestrians alike.
- **Committee Head:** Headed many committees at the East Norwalk Boating and Yacht Club including the Marina Committee, working with a diverse group of people to provide solutions to projects.
- Lead the renovation of our deck to comply with all City regulations. Successfully brought project to completion under budget saving the club over \$30,000.
- Encourage our members to "Clean up the Islands" by bringing one extra garbage bag with them to bring back items that may have been left behind by others or washed ashore.
- Established an annual "Vessel Safety Check" conducted by the US Coast Guard Auxiliary Flotilla 72. Nearly 70% of our marina is inspected each year. I am proud to state that all vessels that are inspected pass inspection year after year. We offer this to non-members as well, many of which take advantage of this service at the East Norwalk Boating and Yacht Club.
- Established yearly "Captain's Meeting" at East Norwalk Boating and Yacht Club to review rules and safety precautions.
- Awarded status as an "Honorary Member" of the East Norwalk Boating and Yacht Club in 2015.

Harbor Management Committee (NHMC) – Norwalk CT

2019-December 2022

- **Headed Plans and Recommendations Committee** – Proposing a fee structure for all slips in the Norwalk Harbor Commission footprint – ongoing.
Worked with R&P and Norwalk Harbor Masters on abandoned vessels and vessel in distress procedures outlining how to handle each scenario. Working with DEEP on the most efficient and legal method to handle derelict vessels.
- **Member of the Mooring and Harbor Safety Committee** - Provided recommendations to the NHMC increasing the Mooring fee from \$3.00 to \$5.00 per foot and adding Commercial Mooring rate in line with State of CT statutes. The proposed increase was voted on and passed by the Common Council, new rate begins January 1, 2023

USPS - Rowayton Power Squadron:

- Instructor - Basic Boating: Provided instruction to the public who required their basic boating certificate. Course covers basic principals of boat handling, navigation, rules etc.
- Obtained USPS Certificate in Advanced Piloting.

Jeffrey Mangels

45 Ledgewood Dr, Norwalk, CT 06850

(203) 247-1527 • jjmangels@optonline.net

Background/Experience

- Extensive knowledge of Norwalk and surrounding harbors.
- Extensive knowledge of area islands off of Norwalk, Westport, and Darien.
- Knowledge of permitted clamming locations in Norwalk and surrounding towns.
- Boating since six (6) years of age.
- Owned vessels since my first home-built boat using Glen-L designs when I was fourteen (14).
- My Uncle, Ben Mangels, was a founding member of the Rowayton Power Squadron and was Chief of the fire department for the City of Norwalk.
- My grandfather George Roberts was a founding member of the PastTime Club, my grandfather was also a firefighter for the City of Norwalk.
- My father Al Mangels was an avid boater and firefighter for the City of Norwalk.
- High competency in Microsoft Office suite including Word, Excel, PowerPoint, and Visio.
- Work closely with all committees at ENBYC to ensure that the environment is protected, and our club stays in compliance by working with the current Harbor Master to ensure proper placement of moorings located in the East Basin of the Norwalk harbor.

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: January 12, 2023

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

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

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES XX NO

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

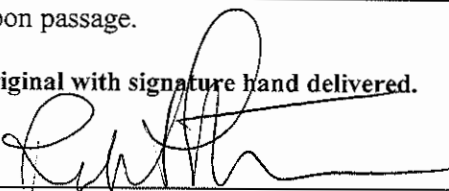
LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or backup material. If a contract is to be awarded, please include name of contractor, amount of contract to be awarded and account from which payment will be made.)

1. Authorize the Purchasing Agent to issue a purchase order to TPC-Turf Products for the purchase of three (3) Toro Workman GTX EFI carts, model # 076409 from the State of Connecticut DEEP grant account in an amount not to exceed \$34,874.44
2. Authorized the Purchasing Agent to issue a purchase order to TPC-Turf Products for the purchase of a Toro Groundmaster 5910 mower, model # 31699 from the State of Connecticut DEEP grant account, for an amount not to exceed \$167,069.67
3. Authorize the Purchasing Agent to issue a purchase order to Field Turf USA Inc, for the solo source procurement of the replacement of the track at Brien McMahon High School, pricing off the Sourcewell Contract # 060518-FTU, in an amount not to exceed \$822,600.00 from accounts 0922-6030-5777-C0820 and 134010-5796 ARP01

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:
EFFECTIVE DATE OF ACTION (if applicable):

Upon passage.

Original with signature hand delivered.


Signature of Person Making Request

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

Amended 4/13/84



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 12/28/2022

DEPARTMENT: Rec and Parks

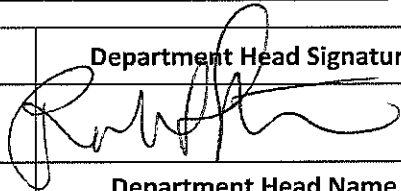
Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

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

TOTAL COST: \$34,874.44 MUNIS Account: DEEP Grant

VENDOR: TPC-Turf Products

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
	Supports	
Purchasing Agent Name	Does Not Support	Department Head Name
	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Robert Stowers
Date		Date 12/28/2022

JUSTIFICATION:

The Norwalk Parks Department is looking to purchase 3 Toro Workmen work carts, off the Toro Sourcewell contract: 031121-TTC. Turf Products is also our only Toro supplier in this area.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



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157 Moody Road • PO Box 1200 • Enfield, CT 06082
Main Office: (800) 245-4355 • FAX: (860) 763-5550

QUOTE

Prepared For: Ken Hughes
CITY OF NORWALK PARK & REC
ATTN: PATTY;125 EAST AVENUE NORWALK,
Connecticut 06851 United States

Ship To: Norwalk Park and Rec GTX cart
Quote Number: Q122498
Quoted Date: **12/27/2022**
Prepared By: Mark Osborn
mosborn@turfproductscorp.com

Qty	Model #	Description	MSRP	% Disc	Award	Extended
3	07409	Workman GTX EFI	\$12,145.00	22 %	\$9,473.10	\$28,419.30
3	07046	Plastic Cargo Bed	\$1,228.00	22 %	\$957.84	\$2,873.52
3	07048	Bucket Seat Kit	\$687.00	22 %	\$535.86	\$1,607.58

Toro Total:	\$32,900.40
Non - Toro Total:	\$0.00
Set Up 3%:	\$987.02
Freight 3%:	987.02
Trade Ins:	(\$0.00)
State Sales Tax:	\$0.00
Total Price:	\$34,874.44

Toro Sourcewell Contract #031121-TTC

While it is our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of Turf Products and our vendors.

Final pricing will be determined 60 days prior to delivery.



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Main Office: (800) 245-4355 • FAX: (860) 763-5550

COMMERCIAL SALES AGREEMENT

Contact Name: Ken Hughes
Account Name: City of Norwalk
Billing Address: 125 East Ave Norwalk ,Ct 06851

Quote Number: Q122498
Quoted Date: 12-27-2022
Prepared By: Mark Osborn

Phone number: 203-505-5681
Account Number: _____

Salesman Number: 206

Shipping address: Same

Buyer's PO No: _____

Agreement Signing Date: _____

Requested Delivery Date: ASP

Financing / Leasing
Terms: PO to be provided

Setup Instructions: Regular Set Up

Per Quote #Q122498

3- 07409 Toro GTX Carts

Contract Price \$34,874.44

While it is our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of Turf Products and our vendors.

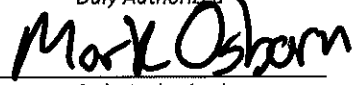
Final pricing will be determined 60 days prior to delivery.

BY SIGNING BELOW, THE BUYER AGREES TO PURCHASE THE PRODUCTS AS DESCRIBED IN THE ACCOMPANYING QUOTES AND ACKNOWLEDGES HAVING RECEIVED AND READ A COPY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HEREBY AGREES TO BE BOUND BY THOSE TERMS AND CONDITIONS.

Buyer's Signature _____
Duly Authorized

Salesperson's Signature: 
Duly Authorized

Buyer's Printed Name _____
Duly Authorized

Salesperson's Printed Name 
Duly Authorized



turf products

157 Moody Road • PO Box 1200 • Enfield, CT 06082
Main Office: (800) 245-4355 • FAX: (860) 763-5550

COMMERCIAL SALES AGREEMENT

TERMS AND CONDITIONS

1. ACCEPTANCE OF ORDER. TURF PRODUCTS, LLC ("Seller") shall accept this sales agreement (the "Order") for certain goods described in name and quantity on Quote attached hereto (the "Goods"). Each of Seller and Buyer may be referred to herein as a "Party" and collectively as the "Parties". By Buyer and Seller's written acceptance of this Order, Buyer and Seller agrees to all the terms and conditions of this Order.

2. PRICING. Prices, terms, and conditions are subject to change by Seller without notice. Seller reserves the right to add applicable taxes to the pricing.

3. CHANGES AND CANCELLATIONS. Changes proposed by Buyer with respect to this Agreement shall be made by submittal by Buyer to Seller of a written request at least fifteen (15) days prior to shipment of Goods pursuant to this Agreement, approval shall be solely at Seller's discretion. In the event that Seller approves any change(s) proposed by Buyer with respect to this Agreement, Seller shall provide a new estimated delivery within a reasonable time. The terms and conditions of this Agreement shall remain in effect in their entirety in the event that Seller fails to approve any changes proposed by Buyer.

4. DELIVERY. Goods shall be sold F.O.B. Delivery Destination as set forth above on the Delivery Date. Seller shall pack all Goods in accordance with customs and practices prevailing in the industry. Risk of loss shall pass to Buyer upon delivery of the Goods at the Delivery Destination if accepted and signed for by the Buyer. Seller shall not be liable for any losses to Buyer arising from any delivery of the Order that is nonconforming or rejected, unless said nonconformance or rejection is a result of Seller's gross negligence or fault. Notification of any such nonconformance or rejection must be provided to Seller within three (3) business days of Buyer's receipt of the Order. Seller shall retain a right to cure within ten (10) business days of receipt of Seller's notice of nonconformance or rejection of the Order or any part thereof without being deemed in breach of the Order or any part or provision thereof. Seller shall, in the event of a delay or threat of delay due to any cause, promptly notify Buyer in writing of the delay. Seller shall not be liable for any damages resulting from failure to make delivery or performance within the time called for by this Order or by any written instructions of the Buyer.

5. RETURNED GOODS AND ERRORS. Goods may not be returned without a Returned Goods Authorization issued by the Seller and any returned Goods are subject to restocking charge. Certain Goods may not be returned including Goods which are found to be defective and or not conforming with the terms of this Agreement. All returns must be in new and clean condition. Goods delivered more than ninety (60) days prior to their attempted return will not be accepted by Seller unless Buyer has obtained prior written approval from the Seller. If permission to return the Goods (or any portion thereof) is granted, any amount of Seller's merchandise credit given to Buyer will be based on the circumstances involved and determined solely at the Seller's discretion. Buyer is responsible for any delivery or shipping charges incurred to return Goods to Seller. Seller shall cure any errors in the shipment of the Goods that are not in conformance with this Agreement and those goods that are defective and under warranty. All claims for shortages in this Agreement must be made within ten (10) calendar days from the shipment date.

6. FINANCE CHARGE. Buyer agrees that each invoice pursuant to this Agreement will be subject to a finance charge of one and a half percent (1.5%) per month or part thereof (equaling an annual percentage rate of eighteen percent (18%) or the maximum rate permitted by law, whichever is higher) if not paid in full after thirty (30) days of the date of the invoice, unless other terms have been agreed upon (ex" leasing). Buyer shall reimburse Seller for any and all costs and expenses (including attorney's fees to the maximum extent permitted by law) incurred by Seller arising from or related to the collection of any Obligation (as defined in Paragraph 7) and/or the enforcement of Seller's rights with regards to any Collateral (as defined in Paragraph 7).

7. SECURITY INTEREST. To secure the payment and performance of each and every debt, liability of every type and description which the Buyer may now or hereafter owe to the Seller (each an "Obligation"), Buyer grants to Seller a security interest in the Goods, and all other goods (as defined in Article 9 of the Uniform Commercial Code, as adopted by the State of Connecticut (the "UCC")) from time-to-time sold by Seller to Buyer, and all products and proceeds of the foregoing property, including, without limitation, all accounts, insurance proceeds and all other rights to payment (the "Collateral"). Buyer authorizes the Seller to prepare and file financing statements covering all or any portion of the above collateral with any filing office selected by Seller. Upon any default of Buyer in respect of Obligation, Seller shall have all rights of a secured creditor under the UCC and under any other applicable law.

8. TERMINATION. This Agreement may not be terminated unless agreed to in writing by Seller and Buyer.

9. REPRESENTATIONS AND WARRANTIES. SELLER PROVIDES THE GOODS, INCLUDING BUT NOT LIMITED TO ANY SPARE PART(S), MANUAL(S) AND/OR INSTRUCTIONAL MATERIAL(S) PURSUANT TO THIS ORDER "AS IS." ANY WARRANTY OR WARRANTIES PROVIDED BY THE MANUFACTURER(S) OF THE GOODS (collectively, the "Manufacturers") IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE. Seller shall bear no responsibility for contents or errors in any manuals, instructions or other information supplied to the Seller by the Manufacturers and provided to Buyer by Seller with the Goods.

10. NOTICE. Any notices required or permitted to be given hereunder shall be in writing and shall be deemed to be duly given when received if sent by a recognized overnight carrier to each Party's address as stated on this Order, when delivered by hand, or when transmitted by facsimile transmission if the transmittal report document indicates that the facsimile was sent successfully.

11. REMEDIES. Remedies set forth are exclusive. Neither Party shall be liable for consequential, punitive or exemplary damages, or loss profits or revenue.

12. DISPUTE RESOLUTION AND GOVERNING LAW. The terms of this Order shall be governed by the laws of the State of Connecticut, to the exclusion of its choice of law rules. Seller and Buyer submit to the non-exclusive jurisdiction of any state or federal court located in the State of Connecticut. To the extent permitted by applicable law, any and all actions brought by Buyer against Seller pursuant to the terms of this Agreement shall be commenced within one (1) year of written notice by Buyer to Seller of the dispute(s) that is/are the subject of the action, said written notice to be provided by Buyer to Seller within one hundred eighty (180) days of the shipment date specified herein. THE PARTIES HEREBY WAIVE ANY RIGHTS TO A JURY TRIAL.

13. SEVERABILITY. In the event provision or clause of the Order conflicts with governing laws or if a court of competent jurisdiction holds invalid provision or clause of this Agreement, such provision or clause shall be deemed to be modified to reflect as nearly as possible the Parties' intent. The remainder of this Agreement shall remain in full force and effect so long as the terms of the remainder do not render the Agreement manifestly unjust to either Party.



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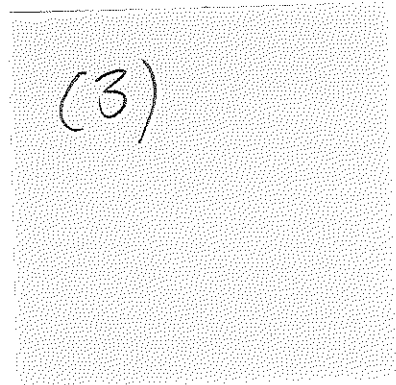
COMMERCIAL SALES AGREEMENT

14. SURVIVAL. The provisions of the Agreement, which by their very nature would continue beyond the termination, cancellation, or expiration of the Order shall continue as valid and enforceable rights and obligations of the Parties and survive termination, cancellation, or expiration of the Order.

15. FORCE MAJEURE. Neither Party shall be liable for a delay in its performance of its obligations and responsibilities under this Agreement due to causes beyond its control, including not limited to war, strikes or lockouts, embargo, national emergency, insurrection or riot, acts of the public enemy, acts of terrorism, fire, flood, other natural disaster, or any and all delays or failures by the Manufacturers or any of Seller's other vendors, provided that said Party has taken reasonable measures to notify the other in writing of the delay.

16. ENTIRE AGREEMENT. This Order and Quote hereto together constitutes the entire agreement between Buyer and Seller, and supersedes all, whether written or oral, communications, representations, negotiations, or agreements pertaining to the Goods. This Agreement may only be amended by a writing signed by both Parties. In the event that any terms of the Agreement conflict with those of any other document, this Agreement's terms shall control.

17. WAIVER. The waiver by Buyer or Seller of any notice requirement or any breach of any requirement or obligation under this Agreement shall not be deemed to be a waiver of any subsequent breach of the same requirement or obligation, or a waiver of any other requirement or obligation stated herein.





DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 12/28/2022

DEPARTMENT: Rec and Parks

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

Check One:

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

TOTAL COST: \$167,069.67 MUNIS Account: DEEP Grant

VENDOR: TPC-Turf Products

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
	Supports	
Purchasing Agent Name	Does Not Support	Department Head Name
	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Robert Stowers
Date		Date 12/28/2022

JUSTIFICATION:

The Norwalk Parks Department is looking to purchase a Toro 5910 Groundsmaster Mower off the Toro Sourcewell contract: 031121-TTC. Turf Products is the Toro distributor in our area.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



turf products

157 Moody Road • PO Box 1200 • Enfield, CT 06082
Main Office: (800) 245-4355 • FAX: (860) 763-5550

QUOTE

Prepared For: Ken Hughes
CITY OF NORWALK PARK & REC
ATTN: PATTY;125 EAST AVENUE NORWALK,
Connecticut 6851 United States

Ship To: City of Norwalk Park and Rec
Quote Number: GM-5910 HDX Workman
Quoted Date: Q122507
Prepared By: **12/28/2022**
Mark Osborn
mosborn@turfproductscorp.com

Qty	Model #	Description	MSRP	% Disc	Award	Extended
1	31699	Groundsmaster 5910 (T4)	\$190,435.00	22 %	\$148,539.30	\$148,539.30
1	31671	Turn Signal Kit (MY21 & Newer)	\$195.00	22 %	\$152.10	\$152.10

Toro Total:	\$148,691.40
Budgetary Line	\$8,921.49
Increases :	
Set Up 3%:	\$4,728.39
Freight 3%:	\$4,728.39
Trade Ins:	(\$0.00)
State Sales Tax:	\$0.00
Total Price:	\$167,069.67

Toro Sourcewell Contract #031121-TTC

While it is our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of Turf Products and our vendors. Order lead time is 12 to 16 months.

Final pricing will be determined 60 days prior to delivery.



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Main Office: (800) 245-4355 • FAX: (860) 763-5550

COMMERCIAL SALES AGREEMENT

Contact Name: Ken Hughes
Account Name: City of Norwalk
Billing Address: 125 East Ave Norwalk, Ct 06851

Quote Number: Q122507
Quoted Date: 12-28-2022
Prepared By: Mark Osborn

Phone number: 203-505-5681
Account Number: _____

Salesman Number: 206

Shipping address: _____

Buyer's PO No: _____
Agreement Signing Date: _____
Requested Delivery Date: _____

Financing / Leasing
Terms: PO to be provided

Setup Instructions: Regular set up

Per Quote #Q122507

1- 31699 Toro Groundmaster GM-5910

Contract Price \$167,069.67

While it is our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of Turf Products and our vendors.

Final pricing will be determined 60 days prior to delivery.

BY SIGNING BELOW, THE BUYER AGREES TO PURCHASE THE PRODUCTS AS DESCRIBED IN THE ACCOMPANYING QUOTES AND ACKNOWLEDGES HAVING RECEIVED AND READ A COPY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HEREBY AGREES TO BE BOUND BY THOSE TERMS AND CONDITIONS.

Buyer's Signature _____
Duly Authorized

Salesperson's Signature: Mark Osborn
Duly Authorized

Buyer's Printed Name _____
Duly Authorized

Salesperson's Printed Name Mark Osborn
Duly Authorized



turf products

157 Moody Road • PO Box 1200 • Enfield, CT 06082
Main Office: (800) 245-4355 • FAX: (860) 763-5550

COMMERCIAL SALES AGREEMENT

TERMS AND CONDITIONS

1. ACCEPTANCE OF ORDER. TURF PRODUCTS, LLC ("Seller") shall accept this sales agreement (the "Order") for certain goods described in name and quantity on Quote attached hereto (the "Goods"). Each of Seller and Buyer may be referred to herein as a "Party" and collectively as the "Parties". By Buyer and Seller's written acceptance of this Order, Buyer and Seller agrees to all the terms and conditions of this Order.

2. PRICING. Prices, terms, and conditions are subject to change by Seller without notice. Seller reserves the right to add applicable taxes to the pricing.

3. CHANGES AND CANCELLATIONS. Changes proposed by Buyer with respect to this Agreement shall be made by submittal by Buyer to Seller of a written request at least fifteen (15) days prior to shipment of Goods pursuant to this Agreement, approval shall be solely at Seller's discretion. In the event that Seller approves any change(s) proposed by Buyer with respect to this Agreement, Seller shall provide a new estimated delivery within a reasonable time. The terms and conditions of this Agreement shall remain in effect in their entirety in the event that Seller fails to approve any changes proposed by Buyer.

4. DELIVERY. Goods shall be sold F.O.B. Delivery Destination as set forth above on the Delivery Date. Seller shall pack all Goods in accordance with customs and practices prevailing in the industry. Risk of loss shall pass to Buyer upon delivery of the Goods at the Delivery Destination if accepted and signed for by the Buyer. Seller shall not be liable for any losses to Buyer arising from any delivery of the Order that is nonconforming or rejected, unless said nonconformance or rejection is a result of Seller's gross negligence or fault. Notification of any such nonconformance or rejection must be provided to Seller within three (3) business days of Buyer's receipt of the Order. Seller shall retain a right to cure within ten (10) business days of receipt of Seller's notice of nonconformance or rejection of the Order or any part thereof without being deemed in breach of the Order or any part or provision thereof. Seller shall, in the event of a delay or threat of delay due to any cause, promptly notify Buyer in writing of the delay. Seller shall not be liable for any damages resulting from failure to make delivery or performance within the time called for by this Order or by any written instructions of the Buyer.

5. RETURNED GOODS AND ERRORS. Goods may not be returned without a Returned Goods Authorization issued by the Seller and any returned Goods are subject to restocking charge. Certain Goods may not be returned including Goods which are found to be defective and or not conforming with the terms of this Agreement. All returns must be in new and clean condition. Goods delivered more than ninety (60) days prior to their attempted return will not be accepted by Seller unless Buyer has obtained prior written approval from the Seller. If permission to return the Goods (or any portion thereof) is granted, any amount of Seller's merchandise credit given to Buyer will be based on the circumstances involved and determined solely at the Seller's discretion. Buyer is responsible for any delivery or shipping charges incurred to return Goods to Seller. Seller shall cure any errors in the shipment of the Goods that are not in conformance with this Agreement and those goods that are defective and under warranty. All claims for shortages in this Agreement must be made within ten (10) calendar days from the shipment date.

6. FINANCE CHARGE. Buyer agrees that each invoice pursuant to this Agreement will be subject to a finance charge of one and a half percent (1.5%) per month or part thereof (equalling an annual percentage rate of eighteen percent (18%) or the maximum rate permitted by law, whichever is higher) if not paid in full after thirty (30) days of the date of the invoice, unless other terms have been agreed upon (ex" leasing). Buyer shall reimburse Seller for any and all costs and expenses (including attorney's fees to the maximum extent permitted by law) incurred by Seller arising from or related to the collection of any Obligation (as defined in Paragraph 7) and/or the enforcement of Seller's rights with regards to any Collateral (as defined in Paragraph 7).

7. SECURITY INTEREST. To secure the payment and performance of each and every debt, liability of every type and description which the Buyer may now or hereafter owe to the Seller (each an "Obligation"), Buyer grants to Seller a security interest in the Goods, and all other goods (as defined in Article 9 of the Uniform Commercial Code, as adopted by the State of Connecticut (the "UCC")) from time-to-time sold by Seller to Buyer, and all products and proceeds of the foregoing property, including, without limitation, all accounts, insurance proceeds and all other rights to payment (the "Collateral"). Buyer authorizes the Seller to prepare and file financing statements covering all or any portion of the above collateral with any filing office selected by Seller. Upon any default of Buyer in respect of Obligation, Seller shall have all rights of a secured creditor under the UCC and under any other applicable law.

8. TERMINATION. This Agreement may not be terminated unless agreed to in writing by Seller and Buyer.

9. REPRESENTATIONS AND WARRANTIES. SELLER PROVIDES THE GOODS, INCLUDING BUT NOT LIMITED TO ANY SPARE PART(S), MANUAL(S) AND/OR INSTRUCTIONAL MATERIAL(S) PURSUANT TO THIS ORDER "AS IS." ANY WARRANTY OR WARRANTIES PROVIDED BY THE MANUFACTURER(S) OF THE GOODS (collectively, the "Manufacturers") IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE. Seller shall bear no responsibility for contents or errors in any manuals, instructions or other information supplied to the Seller by the Manufacturers and provided to Buyer by Seller with the Goods.

10. NOTICE. Any notices required or permitted to be given hereunder shall be in writing and shall be deemed to be duly given when received if sent by a recognized overnight carrier to each Party's address as stated on this Order, when delivered by hand, or when transmitted by facsimile transmission if the transmittal report document indicates that the facsimile was sent successfully.

11. REMEDIES. Remedies set forth are exclusive. Neither Party shall be liable for consequential, punitive or exemplary damages, or loss profits or revenue.

12. DISPUTE RESOLUTION AND GOVERNING LAW. The terms of this Order shall be governed by the laws of the State of Connecticut, to the exclusion of its choice of law rules. Seller and Buyer submit to the non-exclusive jurisdiction of any state or federal court located in the State of Connecticut. To the extent permitted by applicable law, any and all actions brought by Buyer against Seller pursuant to the terms of this Agreement shall be commenced within one (1) year of written notice by Buyer to Seller of the dispute(s) that is/are the subject of the action, said written notice to be provided by Buyer to Seller within one hundred eighty (180) days of the shipment date specified herein. THE PARTIES HEREBY WAIVE ANY RIGHTS TO A JURY TRIAL.

13. SEVERABILITY. In the event provision or clause of the Order conflicts with governing laws or if a court of competent jurisdiction holds invalid provision or clause of this Agreement, such provision or clause shall be deemed to be modified to reflect as nearly as possible the Parties' intent. The remainder of this Agreement shall remain in full force and effect so long as the terms of the remainder do not render the Agreement manifestly unjust to either Party.



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COMMERCIAL SALES AGREEMENT

14. SURVIVAL. The provisions of the Agreement, which by their very nature would continue beyond the termination, cancellation, or expiration of the Order shall continue as valid and enforceable rights and obligations of the Parties and survive termination, cancellation, or expiration of the Order.

15. FORCE MAJEURE. Neither Party shall be liable for a delay in its performance of its obligations and responsibilities under this Agreement due to causes beyond its control, including not limited to war, strikes or lockouts, embargo, national emergency, insurrection or riot, acts of the public enemy, acts of terrorism, fire, flood, other natural disaster, or any and all delays or failures by the Manufacturers or any of Seller's other vendors, provided that said Party has taken reasonable measures to notify the other in writing of the delay.

16. ENTIRE AGREEMENT. This Order and Quote hereto together constitutes the entire agreement between Buyer and Seller, and supersedes all, whether written or oral, communications, representations, negotiations, or agreements pertaining to the Goods. This Agreement may only be amended by a writing signed by both Parties. In the event that any terms of the Agreement conflict with those of any other document, this Agreement's terms shall control.

17. WAIVER. The waiver by Buyer or Seller of any notice requirement or any breach of any requirement or obligation under this Agreement shall not be deemed to be a waiver of any subsequent breach of the same requirement or obligation, or a waiver of any other requirement or obligation stated herein.

AGENDAJANUARY 12TH 2023CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:BILL No & AMOUNT REFUNDEDREASON**MOTOR VEHICLE**

ACAR LEASING LT	21-MV-SEE ATTACHED \$3,926.27	PRORATION
AGUILAR JARA HENRY M	21-MV-301111 \$22.88	PRORATION
ANDRADE WILSON J	20-MV-302472 \$63.47	PRORATION
	21-MV-302421 \$213.76	PRORATION
BACA-RIVERA JOSE MANUEL	21-MV-303855 \$178.11	PRORATION
BENNANI ABDELLAH	21-MV-305452 \$323.75	PRORATION
BOCCAROSSA MARK CLEMENT	21-MV-306302 \$105.15	PRORATION
BONASERA-FRIEL ANDREA	21-MV-323699 \$54.00	PRORATION
BONILLA-GUTIERREZ JULIO CESAR	21-MV-306548 \$36.68	PRORATION
BROWN GORDON NEILL	21-MV-307551 \$96.21	PRORATION
CASTRO VILORIA ISAAC	21-MV-310724 \$102.80	PRORATION
CCAP AUTO LEASE LTD	21-MV-311024 \$564.25	PRORATION
	21-MV-311033 \$699.06	PRORATION
	21-MV-311319 \$188.07	PRORATION
	21-MV-311128 \$683.04	PRORATION
	21-MV-311271 \$558.65	PRORATION
	21-MV-311377 \$505.05	PRORATION
CIELSESZ RICHARD	21-MV-312642 \$206.78	PRORATION
CORCORAN WILLIAMS D JR	21-MV-314068 \$199.41	PRORATION
CRAW KENNETH G JR	21-MV-314669 \$39.88	PRORATION
DAIMLER TRUST	21-MV-315527 \$780.84	PRORATION
	21-MV-315542 \$177.29	PRORATION
DAIMLER TRUST	21-MV-SEE ATTACHED \$6,310.46	PRORATION
DAUENHAUER EMILY ELIZABETH	21-MV-316045 \$317.37	PRORATION

AGENDA**JANUARY 12TH 2023****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
DIMEGLIO LUIGI	21-MV-317993 \$147.01	PRORATION
FLORES-LOPEZ MARIANO	21-MV-322948 \$40.03	PRORATION
	21-MV-322947 \$225.00	PRORATION
HONDA LEASE TRUST	21-MV-330595 \$152.77	PRORATION
HONDA LEASE TRUST	21-MV-SEE ATTACHED \$1,767.10	PRORATION
HONDA LEASE TRUST	21-MV-SEE ATTACHED \$4050.00	PRORATION
HYUNDAI LEASE TRUST	21-MV-332360 \$743.98	PRORATION
JP MORGAN CHASE BANK NA	21-MV-334508 \$523.63	PRORATION
	21-MV-334834 \$536.06	PRORATION
	21-MV-334914 \$299.03	PRORATION
	21-MV-334995 \$354.57	PRORATION
	21-MV-335021 \$505.54	PRORATION
KASARI GENCALI	21-MV-335720 \$47.74	PRORATION
LEDEZMA VERDE JESUS OSWALDO	21-MV-338630 \$58.07	PRORATION
MCCAULEY ESTELLE R	21-MV-313129 \$62.40	PRORATION
MICHALSKI SEAN DANIEL	21-MV-344636 \$60.45	PRORATION
MILES KAI	21-MV-344761 \$17.19	PRORATION
NISSAN INFINITI LT LLC	21-MV-348374 \$498.25	PRORATION
	21-MV-348582 \$233.47	PRORATION
NISSAN INFINITI LT LLC	21-MV-348010 \$393.21	PRORATION
	21-MV-348352 \$408.78	PRORATION
NISSAN INFINITI LT LLC	21-MV-348170 \$383.30	PRORATION
	21-MV-348193 \$263.66	PRORATION

AGENDA**JANUARY 12TH 2023****CLAIMS COMMITTEE MEETING****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
PORSCHE LEASING LTD	21-MV-353528 \$1,034.18	PRORATION
	21-MV-353530 \$405.09	PRORATION
	21-MV-353538 \$472.12	PRORATION
	21-MV-353540 \$1,051.88	PRORATION
SCHLACK RONALD ROBERT	21-MV-359751 \$88.05	PRORATION
SMITH JOEY C	21-MV-361860 \$88.90	PRORATION
SUCEZHANAY-MENDEZ MANUEL L	20-MV-414951 \$58.93	PRORATION
	21-MV-363435 \$100.12	PRORATION
	21-MV-363437 \$81.44	PRORATION
SUCEZHANAY-MENDEZ MANUEL L	21-MV-363433 \$179.69	PRORATION
TOYOTA LEASE TRUST	21-MV-365869 \$70.44	PRORATION
	21-MV-366619 \$62.49	PRORATION
	21-MV-366827 \$69.95	PRORATION
TOYOTA LEASE TRUST	21-MV-SEE ATTACHED \$6,048.78	PRORATION
TOYOTA LEASE TRUST	21-MV-SEE ATTACHED \$6,893.72	PRORATION
TOYOTA LEASE TRUST	21-MV-SEE ATTACHED \$9,714.96	PRORATION
TOYOTA LEASE TRUST	21-MV-SEE ATTACHED \$9,632.16	PRORATION
TOYOTA LEASE TRUST	21-MV-SEE ATTACHED \$8,866.40	PRORATION
TOYOTA LEASE TRUST	21-MV-SEE ATTACHED \$7,095.26	PRORATION
TOYOTA LEASE TRUST	21-MV-SEE ATTACHED \$7,295.82	PRORATION
TOYOTA LEASE TRUST	21-MV-SEE ATTACHED \$7,009.80	PRORATION
TOYOTA LEASE TRUST	21-MV-366224 \$214.89	PRORATION
	21-MV-366226 \$566.35	PRORATION
	21-MV-366671 \$232.74	PRORATION

AGENDA

JANUARY 12TH 2023

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
VAULT TRUST	21-MV-368822 \$55.90	PRORATION
	21-MV-368835 \$164.76	PRORATION
	21-MV-369053 \$196.33	PRORATION
	20-MV-367124 \$414.14	PRORATION
	20-MV-367360 \$706.47	PRORATION
	20-MV-416401 \$164.88	PRORATION
VAZQUEZ-HERRERA MARCELO A	21-MV-369090 \$127.99	PRORATION
VW CREDIT LEASING LTD	21-MV-370617 \$295.05	PRORATION

ACAR LEASING LTD

BILL #	PLATE #	VIN#	AMOUNT
21-300271	AS60071	2GNAXYEX8K6204793	\$ 336.96
21-300394	AS09954	3GKALVEX7KL260145	\$ 173.97
21-300410	6ASUV0	3GKALVEX1KL114386	\$ 579.61
21-300478	AS56813	3GKALTEV4LL343486	\$ 614.58
21-300559	AV94791	3GNAXVEX7LL155162	\$ 393.84
21-300562	AX97049	1G1FZ6S04L4119918	\$ 499.85
21-300566	AA68016	2GNAXYEX7K6180986	\$ 224.42
21-300624	AR61535	1GKKNSLS0JZ113113	\$ 502.67
21-300588	3APBB9	3GKALVEX8JL211390	\$ 601.36
TOTAL			\$ 3,927.26

DAIMLER TRUST

BILL #	PLATE #	VIN#	AMOUNT
20-315336	AB64590	55SWF4KB0JU249866	\$ 52.34
21-315607	AB64590	55SWF4KB0JU249866	\$ 704.34
21-315495	AU72053	WDC0G8EB0LF749719	\$ 82.08
21-315506	AS10415	55SWF8EB5KU287081	\$ 198.49
21-315545	AR06135	55SWF4KB5JU259535	\$ 645.87
21-315598	AS93428	WDCTG4GB2JJ503378	\$ 438.51
21-315599	AS93522	WDDZF4KB6KA597282	\$ 773.38
21-315627	AT83246	WDCTG4GB1KJ591471	\$ 119.49
21-315659	AR60549	WDC0J4KBXKF562081	\$ 773.38
21-315497	AM96774	WDDWJ4KBXJF684556	\$ 470.32
21-315502	AV04316	4JGDA5HB5JB086151	\$ 598.52
21-315552	AZ76599	W1K3G4FB9LW045597	\$ 674.21
21-315550	AT83188	WDC0G4KB8KF664879	\$ 427.36
21-315564	AT01155	55SWF4KB9JU280193	\$ 352.17

TOTAL	\$ 6,310.46
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HONDA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
21-330476	AT01094	19UUB3F88KA005889	\$ 423.88
21-330490	BC05200	7FARW2H54KE048319	\$ 54.26
21-330566	AR17474	5J8TC2H6XKL004598	\$ 726.18
21-330616	AY86805	2HKRW2H58LH656309	\$ 655.65
21-330649	AT55283	1HGCV1F59KA038283	\$ 271.92
21-330700	BB67179	SHHFK7H47MU411468	\$ 164.06
21-330804	AP96440	3CZRU6H38JM725691	\$ 222.62
21-330843	AV35214	3CZRU6H30KG718007	\$ 215.22
21-331032	AF92867	5FNYP6H88JB033345	\$ 717.13
21-331218	725YDJ	5FNYP6H51KB080708	\$ 392.97
21-331336	AX14265	2HGFC4B81KH308273	\$ 206.11

\$ 4,050.00

HONDA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
21-330478	AC83123	5J8TC2H38KL036889	\$ 369.51
21-330588	AR78203	JHMZC5F15JC016463	\$ 245.01
21-330728	AR16028	1HGCV1F4XJA040596	\$ 93.05
21-330754	AS93084	SHHFK7G42KU208034	\$ 475.22
21-330768	AZ01422	19UUB1F30LA017027	\$ 107.73
21-330784	AV57118	2HKRW2H90KH621569	\$ 187.15
21-330899	480LEL	2HKRW6H32KH219930	\$ 241.69
21-331298	AY22231	1HGCV1F13LA081502	\$47.74
TOTAL			\$ 1,767.10

TOYOTA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
20-364243	AM52745	5TDJZRFH3JS529369	\$ 403.48
20-364270	949ZPO	2T3BFREV1HW579362	\$ 427.60
20-364283	8AUPE3	JTMRFREVB8JJ732726	\$ 250.86
20-364284	3ADNF6	5TDJKRFH6GS251094	\$ 506.06
20-364296	AM38171	3TMCZ5AN1JM126490	\$ 703.57
20-364327	AP13654	5TFCZ5AN0JX146014	\$ 255.50
20-364357	AJ08207	3MYDLBYV9HY164953	\$ 260.19
20-364362	AK60409	5TDDZ3DCXHS179959	\$ 599.29
20-364369	6ASPT5	4T1B11HK2JU039552	\$ 141.52
20-364375	AM72260	5TDJZRFH1JS490801	\$ 576.50
20-364437	AP01714	5TDBZRFH1JS854851	\$ 196.73
20-364440	AJ89499	4T1BF1FKXHU773158	\$ 267.33
20-364443	AM85725	2T3RFREV0JW705912	\$ 250.86
20-364454	AN72457	NMTKHMBXXJR063459	\$ 137.07
20-364457	992XPF	JTMBFREVB7HJ150144	\$ 71.41
20-364463	AN02129	JTNB11HK9J3040249	\$ 212.47
20-364464	AN02121	5TDJZRFH7JS827486	\$ 403.48
20-364532	AP17335	5TDBZRFH2JS864613	\$ 344.40
20-364556	IFB	JTJGARDZ8L2218783	\$ 848.29
20-364566	3ADMG7	JTJBARBZ3J2159328	\$ 439.21
TOTAL			\$ 7,295.82

TOYOTA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
20-364584	AJ61079	4T1BF1FK8GU550521	\$ 235.93
20-364596	AR10452	2T2BZMCAXJC158522	\$ 136.40
20-364600	392YMV	5TDBZRFH1HS408208	\$ 415.08
20-364625	AH57195	JTMRFREV0HJ113483	\$ 461.21
20-364708	AM06097	2T3JFREV1JW730668	\$ 419.50
20-364743	NIMAS	5TDJZRFH9KS605503	\$ 190.08
20-364768	AM61315	4T1B11HKXJU041615	\$ 283.43
20-364771	AM53833	4T1B61HKXJU081517	\$ 421.87
20-364861	AM61365	JTMBFREV6JJ196585	\$ 268.87
20-364873	4AVHS7	5TDJZRFHXS823108	\$ 57.43
20-364902	AS47539	JTMRFREV8JJ259927	\$ 125.43
20-364920	AL78656	4T1B61HK9JU026928	\$ 515.83
20-364945	AK93394	5TDJZRFHXS518900	\$ 592.10
20-364951	AA37539	4T1B11HK2JU639519	\$ 106.23
20-364968	AR14066	4T1B11HK6JU533848	\$ 141.52
20-364986	JENCHAZ	JTHSM5BC0H5003012	\$ 516.26
20-365010	RPONCE	JTEBU5JR7G5389901	\$ 664.88
20-365073	3ADDM6	4T1BF1FK0GU249600	\$ 288.46
20-365094	C040968	5TFSZ5AN2HX076165	\$ 604.31
20-365106	4ABMB5	JTMP1RFV6KD502624	\$ 102.12
20-365120	906YJY	2T2BZMCA4HC087392	\$ 244.83
20-365140	AF36309	JTJBABZ4K2213673	\$ 303.49

TOTAL	\$ 7,095.26
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TOYOTA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
21-366676	AV65898	JTJDARDZ9L5001549	\$ 773.47
21-366680	AW54193	4T1K61AK1LU335287	\$ 122.08
21-366697	AU18797	2T3DFREV7JW747052	\$ 574.70
21-366711	AV60411	2T3P1RFV9KW055080	\$ 233.47
21-366725	AS41967	5TDJZRFH4JS909496	\$ 450.73
21-366733	AN06337	JTHC81D2XJ5027121	\$ 362.83
21-366742	AR77222	JTJBARBZ8K2187109	\$ 643.09
21-366755	BB48583	JTMF1RFV3KD012136	\$ 415.72
21-366769	AV98919	JTMF1RFV7KD032485	\$ 311.64
21-366786	AC64633	JTJBZMCA5J2035100	\$ 432.42
21-366792	AX38182	JTDKARFP0L3148876	\$ 158.88
21-366802	AL85211	4T1G11BK3LU014256	\$ 477.08
21-366829	AK82383	JTJHGKFA2L2009346	\$ 491.80
21-366842	AN45765	JTJBARBZ3J2162679	\$ 296.81
21-365820	AV25830	4T1B11HKXKU218827	\$ 351.71
21-365900	AP55634	58ABK1GG7JU109274	\$ 279.93
21-366121	AT85481	2T1BURHEXKC196782	\$ 179.21
21-366179	AA37798	2T2BZMCA4HC133285	\$ 598.22
21-366622	AS12791	5TDDZ3DC5KS218383	\$ 719.51
21-366761	AT27693	JTJDZKCA6K2017414	\$ 523.85
21-366761	AS57572	2T3BFREV6JW849773	\$ 181.27
21-366784	AR21957	2T2BZMCA0JC160697	\$ 287.98
			\$ 8,866.40

TOYOTA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
21-366403	5AATV0	5TDGZRBH9LS509646	\$ 453.47
21-366407	AB40384	JTMDFREV8JD255126	\$ 632.65
21-366410	AS82551	JTMRFREXJD256767	\$ 537.34
21-366441	BD24955	NMTKHMBX1MR127151	\$ 411.09
21-366444	AW12405	JTDS4RCE0LJ013712	\$ 351.71
21-366449	268TDO	JTJDARDZ2L2224923	\$ 632.62
21-366451	BB84395	5TDJSKFC8MS019748	\$ 466.54
21-366453	AN38951	5TDBZRFH2KS916940	\$ 481.17
21-366482	AH34766	JTJBABZ1K2188294	\$ 514.95
21-366509	6ATLG6	2T2BZMCA3KC193016	\$ 647.94
21-366513	AX27088	JTHGZ1E21L5017366	\$ 837.63
21-365817	BE32620	2T2ZZMCAXJC111277	\$ 347.08
21-366520	AP96263	JTJDZKCA0J2005192	\$ 453.19
21-366528	AZ77973	JTJAM7BX1M5268685	\$ 396.92
21-366534	BA95141	JTHR9JBH7L2027970	\$ 400.16
21-366564	AR83547	JTNKHMBX0K1020048	\$ 311.47
21-366576	AZ11953	JTJAARBZ3L2177696	\$ 587.83
21-366587	AV00529	JTMF1RFV4KD510698	\$ 207.57
21-366597	AN34650	2T2BZMCA1JC140104	\$ 504.17
21-366611	AX38161	5YFS4RCEXLP040492	\$ 263.66
21-366622	AG37890	JTJBABZ3K2188944	\$ 193.00
			\$ 9,632.16

TOYOTA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
21-366044	AG10953	4T1B11HKXJU672297	\$ 446.40
21-366046	AT27696	2T2SZMDA0LC243029	\$ 275.27
21-366057	AT03861	JTJBARBZ7K2183200	\$ 514.95
21-366063	BA81144	5TDGZRBH2LS055207	\$ 528.75
21-366074	4AKGH2	JTDS4RCE6LJ043751	\$ 175.61
21-366077	AT28362	3TMCZ5AN4KM221160	\$ 485.53
21-366082	BB58668	NMTKHMBX9MR122280	\$ 103.01
21-366088	AN07842	2T3RWRVFXMW111119	\$ 423.86
21-366139	AH34765	2T2BZMCA7KC187588	\$ 242.85
21-366151	AV61507	5TDJZRFH3KS582879	\$ 636.61
21-366162	AT03896	JTHCZ1BL6KA010866	\$ 718.60
21-366170	AT04446	5TDBZRFH9KS919348	\$ 300.83
21-366185	946YLG	JTJDARDZ8L5009142	\$ 773.47
21-366195	AA37690	4T1B11HK2KU786117	\$ 439.27
21-366198	AN74380	4T1B11HK0JU553433	\$ 446.40
21-366239	BA23372	JTJDARDZ7M2242433	\$ 483.79
21-366243	AR96194	5TDJZRFH1JS562189	\$ 579.82
21-366250	AW11348	5TDJZRFH5KS592166	\$ 424.40
21-366263	AN76862	2T2BZMCA1JC145710	\$ 648.62
21-366290	AF46478	JTMA1RFV5KD510669	\$ 188.35
21-366297	BA69008	JTHGZ1E27L5018232	\$ 251.38
21-366364	AE96200	5TDJZRFH9KS579906	\$ 212.20
21-366387	AA37789	JTJBARBZ8J2173225	\$ 414.99
			\$ 9,714.96

TOYOTA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
21-365981	AC37358	JTJBM7FX9K5224851	\$ 270.45
21-365982	BE31668	JTJDZKCA6K2016117	\$ 174.97
21-366007	AW85556	JTHGZ1E28L5017364	\$ 419.31
21-366268	AS47887	JTJBARBZ5K2186404	\$ 450.09
21-366352	AU49141	NMTKHMBX0KR088167	\$ 44.88
21-366447	AW63481	JTJSARDZ4L5002681	\$ 481.75
21-366455	AT12965	NMTKHMBX0KR077565	\$ 311.47
21-366747	AE75890	JTJBARBZ3K2215981	\$ 193.00
21-366039	AS16045	5TDDZRFH9JS913783	\$ 768.10
21-366523	AD61188	JTMJFREV8JJ260430	\$ 162.76
20-364654	AR27822	JTJDZKCA0J2010568	\$ 587.16
21-366844	AR27822	JTJDZKCA0J2010568	\$ 906.39
21-366265	AC37369	JTJBARBZ6K2179543	\$ 514.95
21-366346	AG21522	2T1BURHE2GC665029	\$ 313.51
20-415636	AG21522	2T1BURHE2GC665029	\$ 256.99
21-366624	AS47855	JTJBARBZ5K2188721	\$ 193.00
			\$ 6,048.78

TOYOTA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
21-365807	5ADMN9	5TDBZRFHXS932884	\$ 541.07
21-365840	AY21082	2T3LWRFV2LW083675	\$ 588.04
21-365850	AY77355	5YFS4RCE5LP043185	\$ 131.83
21-365878	AV94127	JTHCZ1D22K5016791	\$ 224.60
21-365897	AH45306	5YFS4RCEXLP034191	\$ 88.05
21-365898	AS47821	3TMCZ5AN0KM209345	\$ 624.61
21-365910	AR74668	JTHC81D24J5033156	\$ 362.83
21-365912	AS41958	4T1B21HK8KU010359	\$ 583.60
21-365928	AT13680	5TDBZRFH2KS956645	\$ 300.83
21-365948	AT34438	2T2BGMCA1KC035943	\$ 346.23
21-365968	AD27559	JTMP1RFV4KD504906	\$ 584.06
21-365984	AG37903	2T3P1RFV9KW047920	\$ 175.28
21-365991	C104284	JTJAM7BX9M5298632	\$ 199.07
21-365992	AV65885	JTJHZKFAXM2033437	\$ 542.55
21-366006	2AJJH6	JTMA1RFVXLJ027942	\$ 343.06
21-366039	AS16045	5TDDZRFH9JS913783	\$ 768.10
21-366041	AF83896	JTNKHMBX5K1019199	\$ 489.91
			\$ 6,893.72

TOYOTA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
20-365158	AM52704	5TFHY5F13JX716425	\$ 652.58
20-365168	AN35846	5TDBZRFH8KS965303	\$ 53.50
20-365169	70ADM9	JTJBABZ7H2146964	\$ 531.46
20-365174	AG92886	JTEBU5JRXG5375555	\$ 498.65
20-365189	DSTMPF	JTJBABZ2H2129117	\$ 579.57
20-365197	AJ22834	2T2BK1BA1EC236566	\$ 409.23
20-365199	9AHDW7	2T3DFREV9HW626968	\$ 523.06
20-365237	AL85242	5TDJZRFH6JS526711	\$ 576.50
20-365245	AM06189	4T1B11HK3JU552812	\$ 283.43
20-415529	656YOP	5TDKZ3DC1JS938916	\$ 169.37
20-415700	AL56725	5TDJZRFH5JS562437	\$ 115.56
20-415728	AP78976	JTMRFFREV2JJ740708	\$ 250.86
20-415897	AP13650	JTEBU5JR9J5560218	\$ 255.13
20-364463	AN02129	JTNB11HK9J3040249	\$ 212.47
20-364681	AT00080	JTMRFFREV4JJ225340	\$ 125.43
20-364686	AP78954	5TDJZRFH7JS539273	\$ 288.59
20-364958	1AVHM1	2T2BZMCA2HC081333	\$ 551.45
20-365058	AM52738	JTMBFFREV0JJ203093	\$ 345.92
20-365117	MAY	2T3DFREV6HW687601	\$ 479.64
20-415876	AP53775	5TDDZ3DC5JS203896	\$ 107.40
TOTAL			\$ 7,009.80



CITY OF NORWALK, DEPARTMENT OF FINANCE
Tax Collector's Office

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

125 East Avenue Room 105
Norwalk, Connecticut 06851
www.norwalkct.org

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: January 9, 2023
Re: **Narrative for December 2022 Tax Collector's Report**

As of the end of December, 2022, having concluded the first six months of the fiscal year, we had collected nearly \$225 million against our \$361 million adjusted levy, or **62.25%**. We also collected **58.58%** of our sewer use levy, more than \$10 million, and **79.97%** of the Industrial Pretreatment Program (IPP) fee billing on behalf of the WPCA. Compared with the prior fiscal year (December 2021)) we are slightly behind relative to taxes (-0.66%), sewer use (-2.11%); and the IPP fee (-3.35%). Please note that the current adjusted collectible tax levy does **not** yet reflect the addition of the 2021 grand list motor vehicle supplemental levy (normally due January 1).

With regard to prior years' collections: court stipulated tax credits and other adjustments beyond our control continue to erode our prior years' collections. From July 2022 through the month of December 2022, we show a net loss (negative collection) of -\$1,471,985.51 in principal, primarily due to tax credits granted in recently adjudicated property tax appeal cases. The amount in credits given has exceeded the amount we have collected year to date; hence the negative amounts. The "spread," or difference, between what we are presently showing in the current fiscal year, versus what we showed in the immediately prior fiscal year for the same time period, now stands in excess of \$3 million, the lion's share of which is \$2.9 million in prior years' real estate taxes. Some variance between this year and the prior year was to be expected, since we held a tax sale in October 2021, and there was more robust payment activity involved with the tax sale. We also continue to see erosion of the *current* tax levy, down more than \$8 million since the beginning of this fiscal year ("change in levy" at the top of the page, near right). Application of tax credits will affect next fiscal year's levies as well, as we will carry forward some of these tax credits into the *next* fiscal year (July 2023 and January 2024 collections).

As noted in last month's report we implemented an upgrade to the Munis property tax and assessment software system in early October 2022. This upgrade should be distinguished from a separate endeavor, namely our conversion to a new software system that is scheduled to occur in March and April 2023. The Munis upgrade did not go well, and created issues that affected our second installment billing.

In mid-December 2022, I made the decision to produce bills for the second installment *without* the supplemental motor vehicle billing. This allowed us to have the bulk of our currently due tax statements in the mail by the end of the calendar year. This was still markedly later than usual for us, but within the statutory deadline (prior to the January 1, 2023 due date). The Administration issued a press release advising taxpayers that they still have until February 1, 2023 to pay these bills without interest penalty.

Supplemental motor vehicle taxes have not yet been issued. Under normal circumstances these bills would have been due January 1, payable by February 1, the same as second installment bills, and would have been in the mail by December 12 as part of the regular statement billing. To clarify, these supplemental vehicle bills are for newly registered vehicles that are added to the tax rolls subsequent to the "grand list" date of October 1, 2021 - first time registration, not registration renewed.

My division relies on the Assessor's office for billing data, and for various reasons, including the software upgrade, that division was not able to provide it according to the usual timeline. It appears this billing involves approximately 15,000 vehicles. I am not yet able to determine the total dollar amount.

Connecticut General Statute 12-142 provides an avenue for municipalities to seek an extended due date and grace period in situations when the mailing of tax bills has been delayed. The extension needs to be approved by the body that sets the tax rates and the due dates - in Norwalk, the Board of Estimate and Taxation. In the interest of thoroughness, I will present this proposal to the Finance & Claims Committee of the Common Council for their approval as well.

I am requesting an extended due date, and an extended grace period, for 2021 grand list motor vehicle supplemental tax bills as follows: proposed due date of March 1, 2023, with a grace period to extend until April 1, 2023. This is basically a two month extension and assumes we will be able to successfully issue these bills by the end of February 2023.

If approved, the bills will be printed and mailed separately, prior to March 1, 2023, with an explanation, and taxpayers will have until April 1, 2023 to pay them. This (anticipated) extension affects *only* the 2021 grand list supplemental motor vehicle bills. Second installment payments will still be payable by February 1, 2023, and subject to interest on February 2, 2023. I will coordinate with the Administration to disseminate this information to the public via the press, our website, social media, and so on.

Other than not having a motor vehicle supplemental billing, and the fact that our other bills went out later than usual, the collection has been going well. Clearly, the current collection rate was not significantly impacted by either event. As always, taxpayers may pay online, over the phone, by mail, in person at City Hall, or in person at a network of ten Norwalk bank branches.

We continue to work toward our new assessment and collection software *conversion* in March 2023 (again, not to be confused with the recent *upgrade* to the existing software). We will hope to get delinquent notices in the mail in early to mid-February 2023, and file lien continuing certificates by the first week of March 2023, in advance of the software conversion later that month. My division has been having weekly online meetings with the new vendor to work on data conversion and programming in this new system.

Our division remains short staffed due to two vacancies out of our eight person staff. We plan to fill those vacancies but have not been able to move forward as quickly as we had hoped due to these other issues.

Last month, the third-party collection agency the Common Council approved earlier this year sent past due motor vehicle tax bills on our behalf to approximately 7,800 suspended accounts for which the city had no valid address. In some cases, individuals were contacted about bills going back as far as 15 years, the amount of time property tax bills are collectible in Connecticut. We have already collected more than \$200,000 in back taxes on several hundred of these accounts since that mailing went out. Additionally, the assessor's office is working with taxpayers to remove improper billings from the tax rolls when taxpayers are able to prove the vehicles should not have been taxed by Norwalk. The Assessor's office is responsible for reviewing this type of information. If a taxpayer is able to prove that the billing is incorrect, and if the information is submitted within the time allowed by state law, the Assessor may remove the bill. This responsibility rests with the office of the Assessor, not the tax collector or the collection agency, and the assessors are required to follow parameters set by state law. The staff in my division has worked closely with staff in the assessor's division to assist taxpayers who have been affected by this billing, as it is not our intent to bill taxpayers who should not have been taxed, provided they are able to substantiate their claims.

Aside from the collection agency initiative, our delinquent enforcement activities have been on hold in recent weeks, as staff have been occupied with these other concerns. I am prepared to respond to questions and will continue to keep all stakeholders informed of our progress.

**TAX COLLECTOR'S REPORT
DECEMBER 2022**

FISCAL YEAR 2022-2023 (2021 GRAND LIST)	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 22 - DEC 22	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$27,605,498.25	\$23,948,524.35	86.75%	\$27,214,418.45	(\$391,079.80)	88.00%
AUTOMOBILE-SUPPLEMENTAL	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	#DIV/0!
PERSONAL PROPERTY	\$26,217,238.98	\$13,325,455.07	50.83%	\$21,819,922.44	(\$4,397,316.54)	61.07%
REAL ESTATE	\$315,360,461.09	\$187,458,554.14	59.44%	\$311,999,496.87	(\$3,360,964.22)	60.08%
TOTAL TAX	\$369,183,198.32	\$224,732,533.56	60.87%	\$361,033,837.76	(\$8,149,360.56)	62.25%
SEWER USE	\$17,981,973.00	\$10,315,295.16	57.36%	\$17,608,981.53	(\$372,991.47)	58.58%
IPP FEE	\$190,750.00	\$154,347.88	80.92%	\$193,000.00	\$2,250.00	79.97%

FISCAL YEAR 2021-2022 (2020 GRAND LIST)	ORIGINAL LEVY	JUN 21 - DEC 21				
AUTOMOBILE-REGULAR	\$21,672,160.18	\$19,376,473.46	89.41%	\$21,360,102.43	(\$312,057.75)	90.71%
AUTOMOBILE-SUPPLEMENTAL	\$4,219,965.63	\$707,956.97	16.78%	\$4,224,522.66	\$4,556.93	16.76%
PERSONAL PROPERTY	\$22,966,731.64	\$13,143,781.98	57.23%	\$23,004,754.89	\$38,023.25	57.14%
REAL ESTATE	\$308,716,745.40	\$189,002,093.62	61.22%	\$304,653,866.08	(\$4,062,879.32)	62.04%
TOTAL TAX	\$357,575,602.85	\$222,230,306.03	62.15%	\$353,243,245.96	(\$4,332,356.89)	62.91%
SEWER USE	\$16,488,685.00	\$9,928,021.74	60.21%	\$16,357,364.57	(\$131,320.43)	60.69%
IPP FEE	\$187,000.00	\$158,315.58	84.66%	\$190,000.00	\$3,000.00	83.32%

TAX DIFFERENCE 2021 G.L. vs. 2020 G.L. INCREASE/(DECREASE)	\$11,607,595.47	\$2,502,227.53	-1.28%	\$7,790,591.80	(\$3,817,003.67)	-0.66%
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SEWER DIFFERENCE 2021 G.L. vs. 2020 G.L. INCREASE/(DECREASE)	\$1,493,288.00	\$387,273.42	-2.85%	\$1,251,616.96	(\$241,671.04)	-2.11%
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IPP DIFFERENCE 2021 G.L. vs. 2020 G.L. INCREASE/(DECREASE)	\$3,750.00	(\$3,967.70)	-3.74%	\$3,000.00	(\$750.00)	-3.35%
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BACK TAXES COLLECTED	FISCAL YR 2022-2023 (JUL 22 - DEC 22)	FISCAL YR 2019-2020 (JUL 21 - DEC 21)	CUR YR vs.PRIOR YR INC/(DEC)
PRIOR TAXES	(\$1,570,487.17)	\$1,333,857.76	(\$2,904,344.93)
PRIOR SEWER USE FEE	\$96,777.93	\$207,402.14	(\$110,624.21)
PRIOR IPP FEE	\$1,723.73	\$7,791.12	(\$6,067.39)
TOTAL PRIOR TAX, SEWER & IPP	(\$1,471,985.51)	\$1,549,051.02	(\$3,021,036.53)
CURRENT INTEREST	\$422,933.49	\$406,262.74	\$16,670.75
PRIOR INTEREST	\$502,102.84	\$903,276.62	(\$401,173.78)
SEWER USE FEE INTEREST	\$28,765.08	\$72,724.00	(\$43,958.92)
IPP FEE INTEREST	\$3,328.07	\$3,684.98	(\$356.91)
TOTAL INTEREST COLLECTED	\$957,129.48	\$1,385,948.34	(\$428,818.86)
PRIOR LIEN FEE	\$6,535.51	\$10,586.24	(\$4,050.73)
CURRENT LIEN FEE	\$0.00	\$0.00	\$0.00
TOTAL LIEN FEE COLLECTED	\$6,535.51	\$10,586.24	(\$4,050.73)
MISC FEES COLLECTED**	\$77,634.55	\$255,332.52	(\$177,697.97)
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	(\$430,685.97)	\$3,200,918.12	(\$3,631,604.09)

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION & SUSPENSE TRANSFERS

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



CITY OF NORWALK
 Alan Lo, Buildings and Facilities Manager
 alo@norwalkct.org P: 203-854-7877
 Norwalk City Hall
 125 East Avenue, PO Box 5125
 Norwalk, CT 06856-5125

TO : MEMBERS OF NORWALK COMMON COUNCIL
 LAND USE AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*

RE : CRANBURY SCHOOL – VEROGY – PV DEVELOPMENT

DATE: JANUARY 18, 2023

As you know, the City through the Common Council has designated Verogy as the solar (photovoltaic) system turnkey developer for Cranbury School, Norwalk High School and South Norwalk School. The implementation of each specific project will be through a Power Purchase Agreement (PPA) to be executed with the Bd of Education as a long term lease agreement. As part of the development costs, Verogy will incorporate energy incentives and tax credit financing to develop a funding package for each project.

In regard to Cranbury School which is under construction, Eversource's solar incentive auction program application became available last week with Feb 1, 2023 being the first day that they would accept competitive bids. It appears that it is desirable to be "early in line" and the City, as the property owner, are required to complete various forms (see attached).

It is anticipated that there may be other forms that would require the Mayor's signature as the property owner related to the development of a PV system for Cranbury School. Hence, the following action is being requested:

Authorize the Mayor, Harry W. Rilling, to execute any and all documents relating to application for financial incentives (including but not limited to Eversource solar incentives) and project development forms and agreements as the Property Owner for Cranbury Elementary School Photovoltaic (PV) development project.



Year 2 RFP
Bid Certification Form
for the Non-Residential Renewable Energy Solutions Solicitation of The Connecticut Light
and Power Company dba Eversource Energy ("Eversource") and
The United Illuminated Company
Non-Residential Renewable Energy Solutions RFP

Instructions:

All capitalized terms not defined herein shall have the meanings set forth in the most recent Request for Proposals for the Non-Residential Renewable Energy Solutions Program of The Connecticut Light and Power Company and The United Illuminating Company ("RFP").

The following four-plus (4+) pages must be executed by duly authorized representatives of the Bidder (page 2), Tariff Agreement Customer (page 3), Owner of the Project Site (page 4), and Tariff Payment Beneficiary (page 5) respectively.

Bidder is defined as the individual or business submitting a proposal ("Bid") to be considered for selection to be awarded a long-term agreement for the purchase of Purchased Products pursuant to the terms and conditions of a fully executed Tariff Agreement. The Bidder may or may not be the Tariff Agreement Customer and/or the Owner of the Project Site.

Tariff Agreement Customer is defined as the legal entity desiring to enter into a Tariff Agreement (i.e., the selling party under the Agreement, otherwise known as the Customer of Record with the utility). The Tariff Agreement Customer may or may not be the Bidder and/or the Owner of the Project Site.

Owner of the Project Site is defined as the legal owner of the Project Site. The Owner of the Project Site may or may not be the Bidder and/or the Tariff Agreement Customer.

- **The signature of the Owner of the Project Site (or authorized representative of) must be witnessed by a Notary Public and documented as such.**

Tariff Payment Beneficiary is defined as an individual or entity designated by a System Owner to receive tariff-related payments. For the Netting Tariff, the Tariff Payment Beneficiary may, but is not required to be, the System Owner or the Customer of Record. For the Buy-All Tariff, the Tariff Payment Beneficiary must be a third party.

All 4+ pages (pages 2, 3, 4+, and 5) of this form must be filled out entirely and signed by the appropriate parties, scanned, and uploaded as one single PDF (.pdf) file.



Bidder's Signature, Commitment and Acceptance

Bidder agrees to submit its Bid Form according to the instructions included in the RFP and the Company-specific instructions provided on each Company's website.

Bidder represents that it understands the requirements, terms and conditions of the RFP.

Bidder hereby certifies that all the statements and representations made in this Bid are true and accurate to the best of Bidder's knowledge.

By submission of the Bid Form, Bidder agrees that its Bid, including the Purchase Price(s)¹ included by Bidder in such Bid Form, shall be firm, irrevocable and binding upon Bid submission. Bidder further agrees that if it is notified that it has been chosen as a winning Bidder, (a) Bidder will execute, or if it is not the Tariff Agreement Customer, Bidder will work with Tariff Agreement Customer to facilitate the execution of the Tariff Agreement and (b) Purchase Price and all other components of the Bid shall remain open, firm and binding until this Purchase Price and other Bid information have been reflected in a fully executed Tariff Agreement.

Bidder certifies that if it is not the Tariff Agreement Customer, it shall use its best efforts to cause Tariff Agreement Customer to execute the Standard Contract without modification.

Bidder hereby certifies that the project's In-Service Date has not occurred, and will not occur, after the issuance date of this RFP, and that the project otherwise meets all of the Program requirements.

Bidder hereby certifies that it, or if it is not the Tariff Agreement Customer, that the Tariff Agreement Customer, has the right to use the site described in the Bid Form consistent with the requirements set forth in Section 5, Bid Eligibility Requirements, of the RFP.

Bidder hereby affirms that the project's success is not contingent upon Electric Distribution Company ("EDC") assistance in any respect other than execution of the Tariff Agreement or other services provided by the EDCs on a routine basis to similarly situated projects, such as interconnection.

Bidder represents that it has not received for the project any funding, grants or rebates of any kind in any amount from any one or more of the following Programs or sources: (a) the Connecticut Green Bank ("CT Green Bank") or any of its predecessors, (b) the LREC/ZREC Program, (c) any Shared Clean Energy Facility ("SCEF") Program, (d) any net metering or virtual net metering Program, (e) any other Public Act 19-35 tariffs, (f) any other Public Act 18-50 tariffs, (g) any Public Act 21-162 tariffs or (h) any other contract or Program of any kind in which an EDC purchases the Project's energy, capacity or renewable attributes (collectively, "Other Programs")

Bidder represents that the proposed Non-Residential Renewable Energy Solutions project has not been split to qualify for a different Program category. Project splitting is for the purposes of the Non-Residential Renewable Energy Solutions program only and does not affect how the projects will be reviewed under other regulatory processes not within PURA's jurisdiction, such as DEEP permitting processes or Connecticut Siting Council review.

Bidder:

(Exact legal name of Individual or Business submitting Bid)

Signature of Bidder
(or a Representative of):

**NOTE: Electronic
signatures are not
acceptable.**

Print or Type Name of Bidder
(or Representative of):

(duly authorized)

Title:

Date Signed:

¹ Small Zero Emission Projects do not bid a purchase price.



Tariff Agreement Customer's Signature, Commitment and Acceptance

As a duly authorized representative of the Tariff Agreement Customer, I hereby attest that I have reviewed the statements and certifications of the Bidder provided above and certify that such statements and certifications as applicable to the project bid are true and accurate to the best of my knowledge.

Tariff Agreement Customer represents that it understands the requirements, terms and conditions of the RFP.

Tariff Agreement Customer represents that it has not received for the project any funding, grants or rebates of any kind in any amount from any one or more of the following Programs or sources: (a) the Connecticut Green Bank ("CT Green Bank") or any of its predecessors, (b) the LREC/ZREC Program, (c) any Shared Clean Energy Facility ("SCEF") Program, (d) any net metering or virtual net metering Program, (e) any other Public Act 19-35 tariffs, (f) any other Public Act 18-50 tariffs, (g) any Public Act 21-162 tariffs or (h) any other contract or Program of any kind in which an EDC purchases the Project's energy, capacity or renewable attributes (collectively, "Other Programs").

The Tariff Agreement Customer represents that the proposed Non-Residential Renewable Energy Solutions project has not been split to qualify for a different Program category.

The Tariff Agreement Customer further agrees that the Bid, including the Purchase Price(s)² included by Bidder in such Bid Form, shall be firm, irrevocable and binding upon Tariff Agreement Customer and that should Bidder be notified that it has been chosen as a winning Bidder, (a) Tariff Agreement Customer shall execute the Standard Tariff Agreement without modification and (b) the Purchase Price(s) and all other components of the Bid shall remain open, firm and binding until this Purchase Price(s) and other Bid information have been reflected in a fully executed Standard Tariff Agreement. Additionally, if a Tariff Payment Beneficiary has been designated at the time of Bid submission, the Tariff Agreement Customer certifies that accepts such designation and the information as submitted with the Bid.

Tariff Agreement Customer: _____
(Exact legal name of Tariff Agreement Customer, as defined above)

Signature of Tariff Agreement Customer
(or a Representative of): _____

Print or Type Name of
Tariff Agreement Customer
(or a Representative of): _____
(duly authorized)

Title: _____

Date Signed: _____

**NOTE: Electronic
signatures are not
acceptable.**

² Small Zero Emission Projects do not bid a purchase price.



Affidavit of Owner of the Project Site's Notarized Signature, Commitment and Acceptance

Note – the Owner of the Project Site's signature is required to be witnessed by a Notary Public and documented as such.

As a duly authorized representative of the Owner of the Project Site, I hereby attest that I have reviewed the statements and certifications of the Bidder provided above and certify that such statements and certifications as applicable to the project bid are true and accurate to the best of my knowledge.

Owner of the Project Site represents that it understands the requirements, terms and conditions of the RFP, including site control.

Owner of the Project Site represents that it has not received for the project any funding, grants or rebates of any kind in any amount from any one or more of the following Programs or sources: (a) the Connecticut Green Bank ("CT Green Bank") or any of its predecessors, (b) the LREC/ZREC Program, (c) any Shared Clean Energy Facility ("SCEF") Program, (d) any net metering or virtual net metering Program, (e) any other Public Act 19-35 tariffs, (f) any other Public Act 18-50 tariffs, (g) any Public Act 21-162 tariffs or (h) any other contract or Program of any kind in which an EDC purchases the Project's energy, capacity or renewable attributes (collectively, "Other Programs").

Owner of the Project Site represents that the proposed Non-Residential Renewable Energy Solutions project has not been split to qualify for a different Program category.

Owner of the Project Site further attests that the Bidder is authorized to submit this Bid for the project located, in association with the development of a Non-Residential Renewable Energy Solutions project, to be located on the Owner of the Project Site's property (Project Site) pursuant to the 11/3/21 Final Decision in Docket 21-08-03 by the Public Utilities Regulatory Authority.

Attached hereto is the necessary proof of control of the Project Site as required in accordance with Section 2.1.7 of the Year 2 Non-Residential Renewable Energy Solutions Program Rules document in Docket 22-08-03. This includes copies of executed documents proving site control such as deeds, written leases, options to lease, memorandums of lease, memorandums of option to lease, and contracts to purchase, or other agreements between the Project developer and Owner of the Project Site regarding the right to develop the Project showing one of the following:

1. That the Project developer owns the site or has a lease or easement with respect to the site on which the proposed Project will be located for a term of at least as long as the term of the Agreement; or
2. That the Project developer has an unconditional option agreement to purchase or lease the site for such term.

Owner of Project Site – Please fill out and sign the following:

Owner of Project Site: _____
(Exact legal name of Owner of the Project Site, as defined above)

Signature of Owner of Project Site
(or a Representative of): _____

Print or Type Name of Owner of
Project Site (or a Representative of): _____
(duly authorized)

Title: _____

Date Signed: _____

**NOTE: Electronic
signatures are not
acceptable.**

Notary Public – Please fill out and sign the following:

Subscribed and sworn before me, this _____ day of _____, 20____

Notary Public: _____ Commission expires: _____



Tariff Payment Beneficiary Signature, Commitment and Acceptance – IF APPLICABLE

As a duly authorized representative of the Tariff Payment Beneficiary, I hereby attest that I have reviewed and am familiar with the submitted Bid information, including but not limited to the allocation structure and payment methods.

The Tariff Payment Beneficiary certifies that it understands the requirements, terms and conditions of the RFP and the obligations of a Tariff Payment Beneficiary as they pertain to this Program.

Tariff Payment Beneficiary: _____
(Exact legal name of Tariff Payment Beneficiary, as defined above)

Signature of Tariff Payment Beneficiary
(or a Representative of): _____

Print or Type Name of
Tariff Payment Beneficiary
(or a Representative of): _____
(duly authorized)

Title: _____

Date Signed: _____

**NOTE: Electronic
signatures are not
acceptable.**



CITY OF NORWALK, HEALTH DEPARTMENT

www.norwalkhealth.com

P: 203-854-7776 / F: 203-854-7934

137 East Avenue
Norwalk, CT 06851

To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: Affiliation Agreement with Fairfield University
Date: January 5, 2023

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

We request approval for the following authorization:

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

EDUCATIONAL AFFILIATION AGREEMENT

by and between THE CITY OF NORWALK and FAIRFIELD UNIVERSITY

For Internship Assignments at the City of Norwalk Health Department

This AFFILIATION AGREEMENT (the "Agreement") is made by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut, on behalf of its Health Department located at 137 East Avenue, Norwalk, Connecticut 06851 acting herein by Harry W. Rilling, its Mayor, duly authorized (hereinafter referred to as the "City") and **FAIRFIELD UNIVERSITY** (the "University"), located at 1073 North Benson Road, Fairfield, Connecticut. The City and the University are collectively referred to herein as the "Parties" or individually as the "Party."

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

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

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

I. RESPONSIBILITIES OF THE UNIVERSITY:

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

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

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

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

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

- a. The Director for this Agreement is:
- b. The Coordinator for this Agreement is: Kimberly Doughty and/or Jessica Planas

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

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

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

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

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

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

II. RESPONSIBILITIES OF CITY/FACILITY

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

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

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

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

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

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

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

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

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

III. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

If to the Facility:

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

If to University:

Fairfield University
Attn: Egan School of Nursing & Health
Studies c/o Public Health Program
1073 North Benson Road
Fairfield, CT 06824
Email: kdoughty@fairfield.edu
Telephone: 203-254-4000

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

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

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

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

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

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

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures

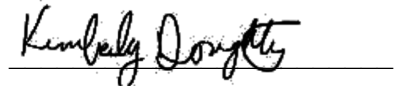
CITY OF NORWALK

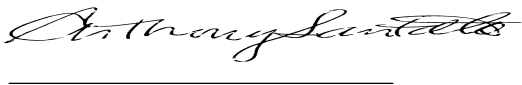
By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

Date signed: _____

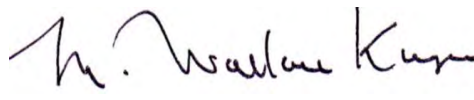
Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures





FAIRFIELD UNIVERSITY

By: 
Print: Meredith Kazer
Title: Dean
Duly Authorized

Date signed: November 22, 2022

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____
Assistant Corporation Counsel

Date: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date: _____

EXHIBIT 1
INSURANCE RIDER
(Intern Affiliation Agreements)

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

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

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

Minimum Scope and Limits of Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CITY OF NORWALK
Norwalk Health Department

To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: Agreement with University of Connecticut Nursing Program
Date: January 5, 2023

The Norwalk Health Department is seeking to extend the agreement between the City of Norwalk and the University of Connecticut to allow for students to conduct their practicum/internship experience at the health department. The agreement would be extended for an additional two-year period.

We request approval for the following authorization:

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary to extend the student practicum/internship agreement between the City of Norwalk health department and the University of Connecticut Nursing program.

Description: The University of Connecticut (UConn) seeks to provide nursing students with experience in a variety of areas including public and community health. The health department provides students with the opportunity to experience the benefits of a full-service accredited health department.

AGREEMENT
BY AND BETWEEN
THE CITY OF NORWALK HEALTH DEPARTMENT
AND
THE UNIVERSITY OF CONNECTICUT SCHOOL OF NURSING

THIS AGREEMENT made and entered into this 5th day of December, 2019, by and between the **CITY OF NORWALK**, a municipal subdivision of the State of Connecticut, acting herein by its Director of the Department of Health, Deanna D'Amore (hereinafter, "Norwalk"), and the **UNIVERSITY OF CONNECTICUT SCHOOL OF NURSING**, a constituent unit of the State of Connecticut System of Higher Education (hereinafter, "UCONN").

W I T N E S S E T H:

WHEREAS, the Norwalk Health Department provides a variety of services available to the public with a mission of preventing and controlling the spread of disease, promoting a healthy environment, and quality of life within the community;

WHEREAS, UCONN has a Clinical Nursing Program and desires that its students (the "Students") have a supervised practical experience in furtherance of their studies with the Norwalk Health Department;

WHEREAS, the University is authorized to enter this Agreement under provisions of Sections 10a-104 and 10a-108 of the General Statutes of the State of Connecticut;

WHEREAS, Norwalk has agreed to serve as a site to provide supervised, practical experience for UCONN's Students (hereinafter, the "Program"); and

NOW, THEREFORE, the parties agree that the Program will be made available to UCONN's Students based on the following terms and conditions.

A. RESPONSIBILITIES OF UCONN

UCONN hereby agrees to accept and perform the following responsibilities:

1. UCONN will enroll up to five (5) Students in the Program, all of whom shall qualify by having satisfactorily completed all prerequisites deemed to be qualifying requirements for the Program

and all pertinent educational and practical training, and who are properly licensed in accordance with applicable law. In doing so, UCONN will be responsible for qualifying the Students selected and will only assign to the Program those qualified Students who are in good standing at the time of enrollment. UCONN will promptly remove from placement any Student who is determined to not be performing in accordance with the Program's objectives, expectations, requirements and applicable professional standards or who do not observe and comply with all applicable policies and regulations established by UCONN and Norwalk.

2. UCONN will have oversight of all necessary planning, implementation and administration of the educational aspects of the Program and will inform Norwalk of the Program goals and objectives.

3. UCONN will require all participant Students to maintain health insurance, complying the requirements set forth in section E, and Students shall provide a certificate evidencing such insurance to Norwalk upon request.

4. UCONN will require all participating Students to (i) complete an appropriate criminal background check and (ii) to have documentation of appropriate immunizations on file with its offices. UCONN will provide evidence of same to Norwalk upon request. UCONN will also inform Students that they may be required to undergo a drug test or other similar screening tests pursuant to Norwalk's policies and practices.

5. UCONN will require its faculty and Students to comply with all applicable rules, regulations, policies, and applicable standards of professionalism and care in connection with the Program.

6. UCONN will assign sufficient, qualified faculty who will be responsible for providing direct instruction and guidance for the Students and working in conjunction with Norwalk in connection with the Program. The faculty member appointed to represent UCONN in connection with the Program is the CEIN field coordinator, who can be contacted at SONclinical@uconn.edu. UCONN shall maintain responsibility for all academic evaluations and related matters involving Students.

7. UCONN will oversee and supervise all Students and faculty involved in the Program and withdraw or suspend any Student or faculty member from the Program due to poor health, performance or other reasonable cause which may be detrimental to the Program,

other Students, Norwalk, or any client of Norwalk. Additionally, UCONN agrees to immediately withdraw or suspend a Student or faculty member from the Program upon Norwalk's request for any of the above-stated reasons and to consult with Norwalk prior to readmitting any previously suspended Student or faculty member following such suspension or withdrawal from the Program. Following a withdrawal or suspension, no Student or faculty member may be readmitted to the Program without the consent of Norwalk's Director of Health.

B. RESPONSIBILITIES OF NORWALK

Norwalk agrees to be responsible for and to perform the following:

1. Provide Students and faculty with access to appropriate resources for the practical educational experience in an appropriately supervised environment in which the Students can complete UCONN's curriculum with such appropriate restrictions and limitations as Norwalk may require.

2. Assign each Student, to the extent reasonably possible and practical, to appropriate tasks consistent with the Program's objectives and reasonably correlating such Student assignments and work experiences with the goals of the Program.

3. Provide appropriate orientation, administrative guidelines, procedure and other information essential to advising Students of Norwalk's expectations and requirements in connection with the Program.

4. Retain full authority and responsibility for patient care and quality standards, and maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While at Norwalk's facilities Students will have the status of trainees; are not to replace Norwalk staff; and are not to render unsupervised patient care and/or services. All services rendered by Students will have educational value as set by the goals of the Program. Norwalk and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Student's level of training, and will communicate any concerns regarding any Student's performance or quality of work to a designated representative of UCONN. Norwalk may restrict a Student's activities if a problem is perceived, until the incident is resolved to Norwalk's reasonable satisfaction.

5. Upon request, assist UCONN in the assessment of the learning and performance of the participating Students' performance.

6. Comply with applicable state and federal workplace safety laws and regulations. In the event a Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at Norwalk, upon notice of such incident from the Student, Norwalk will provide such emergency care as is provided its employees. In the event that Norwalk does not have the resources to provide such emergency care, Norwalk will refer such Student to the nearest emergency facility. The entire cost of this care shall be borne by and shall be the responsibility of the student.

7. Provide written notification to UCONN promptly if a claim arises involving a Student. Norwalk and UCONN agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state laws.

8. Identify a site coordinator from among its medical staff who will communicate and cooperate with UCONN to ensure faculty and Student access to appropriate resources for the clinical training experience.

C. CONFIDENTIALITY REQUIREMENTS

1. The parties acknowledge that Program related activities may result in access to or awareness of privileged, confidential, sensitive or otherwise protected health information (collectively referred to as "Confidential Information"). UCONN shall advise its faculty and Students of their obligation to refrain from any unauthorized use or disclosure of Confidential Information and to maintain all applicable confidentiality protocol and procedures in order to safeguard the same. Further, UCONN shall maintain the confidentiality of all material and information connected with the Norwalk Department of Health, and/or its clients and shall enforce compliance by its Students and faculty with all applicable laws, regulations and practices governing the confidentiality of such information.

2. The parties understand that Students shall be considered part of the Norwalk's workforce solely for HIPAA compliance purposes in accordance with 45 CFR §164.103, but shall not otherwise be construed to be employees of the Norwalk.

3. The parties further agree that, i) Students shall not disclose any Confidential Information to which a Student has access through Program participation; ii) UCONN will never access or request to access any Confidential Information held or collected by or on behalf of Norwalk; and iii) no services will be provided to Norwalk by UCONN pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship. Any breach or suspected breach of these requirements shall be immediately communicated to the Director of the Norwalk Health Department in writing with a description of the information used or disclosed and indicating to whom the disclosure was made. UCONN shall comply with all resulting recommendations.

4. To the extent that Norwalk generates or maintains educational records related to the Students, it agrees to protect such educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g to the same extent as such laws and regulations apply to UCONN. Only to the extent permitted by law will the parties share information from Students' educational records with each other so that each can perform its respective responsibilities under this Agreement. In no event will such educational records be disclosed or shared with any third party.

D. TERM

The effective term of this Agreement shall commence as of January 1, 2020 and conclude on December 31, 2022. However, either party may terminate this Agreement for any reason, with or without cause, by giving written notice to the other at least forty-five (45) days prior to the effective date of termination. Termination for a breach of any term or requirement of this Agreement shall be effective upon thirty (30) days prior written notice, if the breach is not cured within such time to the reasonable satisfaction of the non-breaching party.

E. INSURANCE AND INDEMNIFICATION

1. UCONN acknowledges that Students and faculty participating in the Program are not considered employees of Norwalk and are not covered by any workers compensation insurance or other insurance program of the City of Norwalk. UCONN shall provide and maintain at its sole cost throughout the term of this Agreement, sufficient insurance to cover their participation in the Program, consistent with the requirements set forth in the attached Rider (**Exhibit A**) and below. Such insurance coverage shall name the City of Norwalk as a certificate holder and shall

include the following additional coverage:

Professional Liability: Professional liability coverage for UCONN faculty, employees and Students, with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) as an annual aggregate.

Student Health and Accident Insurance: Students shall maintain health insurance with appropriate coverage for medical costs incurred by any participating Student who becomes ill or accidentally injured during and/or arising out of their attendance and/or participation in the Program.

2. Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, agents, or students in the performance of this Agreement. Neither party will be considered the agent of the other party for the consequences of any act or omission of any person, firms, or corporation not a party to this Agreement. If the conduct of both the parties results in such loss, the responsibility and obligations shall be allocated in proportion to each party's own negligence subject to the extent of any applicable insurance coverage and/or applicable negligence laws. Nothing herein shall be deemed to constitute a waiver by UCONN of any privilege, protection, or immunity otherwise afforded to it under applicable Connecticut law. This provision shall survive termination of this Agreement.

F. AGREEMENTS AND ACKNOWLEDGEMENTS

1. Except as provided in Section C hereof regarding confidentiality requirements, neither the Students nor the faculty members involved in the Program shall be construed, for any purpose, to be employees or agents of Norwalk. Accordingly, neither Students nor any UCONN faculty members shall be entitled to any benefits accrued by or granted to employees or agents of Norwalk, including specifically, any worker's compensation benefits for any illness, accident or injury arising out of participation in the Program.

2. The parties will work together to maintain an environment of high quality patient care. The parties shall cooperate to resolve any problems or concerns in the operation of the Program.

3. UCONN will provide qualified and competent individuals in adequate number for the instruction, assessment, and

supervision of Students using UCONN facilities. Norwalk will provide qualified and competent staff members in adequate number for the instruction and supervision of Students using the Norwalk facilities.

4. UCONN and Norwalk will not discriminate against any employee, applicant or Student involved with the Program because of age, creed, gender identity, national origin, race, sex, sexual orientation, or any other basis protected by law.

5. The parties will cooperate to create an appropriate learning environment that maintains professional standards. Norwalk shall require its faculty and staff, who interact with Students, to adhere to the expectations for the Program. UCONN shall require its faculty and students to adhere to the expectations for the Program.

6. In connection with the performance of this Agreement, the parties shall not discriminate or permit the discrimination against any person or group of persons in any manner as may be prohibited by applicable laws and regulations.

H. GENERAL PROVISIONS

1. This Agreement shall not be assigned by either Party.

2. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

3. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written. It can only be revised or modified by a written Amendment signed by both parties.

4. If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

5. Notice pursuant to this Agreement shall be mailed by certified mail, postage prepaid to the following representatives of the parties:

FOR UCONN:

University of Connecticut
School of Nursing
231 Glenbrook Road, Unit 4026
Storrs, CT 06269-4026
Attn: Experiential Learning Agreements

FOR NORWALK:

Deanne D'Amore, Director
Norwalk Department of Health
137 East Avenue
Norwalk, CT 06851

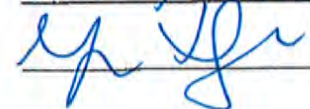
By signing below, each party hereby represents and warrants that each is duly authorized to enter into and sign contracts on behalf of their respective organizations.

[signature page to follow]

Dated at Norwalk, Connecticut, the day and year first above written, and executed in three (3) counterparts.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures:

CITY OF NORWALK
HEALTH DEPARTMENT

By: 
Deanna D'Amore
Its Director of Health
Duly Authorized

Date Signed: 12-9-19

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures:


Constance Bedan, MS

UNIVERSITY OF CONNECTICUT
SCHOOL OF NURSING

By: 
Name: Deborah Chyun
Title: Dean and Professor
Duly Authorized

Date Signed: 12-5-19

Exhibit A

INSURANCE RIDER

UCONN shall provide and maintain insurance coverage related to its services in connection with the Program in compliance with the following requirements.

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

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

Minimum Scope and Limits of Insurance:

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

Commercial General Liability: With respect to all operations UCONN performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Three Million Dollars (\$3,000,000).

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

Acceptability of Insurers: UCONN's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise

acceptable to the City.

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

Waiver of Subrogation: UCONN waives the right, for itself and its insurers, to subrogate against or seek recovery from the City of Norwalk and its insurance carriers.

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

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

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



CITY OF NORWALK, HEALTH DEPARTMENT

www.norwalkhealth.com

P: 203-854-7776 / F: 203-854-7934

137 East Avenue
Norwalk, CT 06851

To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: Data Sharing Agreement with Norwalk Public Schools
Date: January 5, 2023

Approximately every 5 years, the Norwalk Health Department partners with Norwalk Public Schools to analyze de-identified student data to evaluate the prevalence of weight statuses classified as underweight, healthy weight, overweight, and obesity among Norwalk Public School students. The analysis is published in a Student BMI Data Report and is used to identify areas for improvement and plan health and wellness activities.

Norwalk Public Schools has updated its data sharing agreement and has asked the City of Norwalk to sign the agreement before they share this de-identified data.

We request approval for the following authorization:

1. Authorize the Mayor, Harry W. Rilling, to enter into a Data Sharing Agreement with Norwalk Public Schools to allow NPS to share de-identified student data for use in the Norwalk Student BMI Data Report.



Norwalk Public Schools

P: 203-854-0000

125 East Avenue, PO BOX 6001

Norwalk, CT 06852-6001

Norwalk Public Schools Data Sharing Agreement

This Data Sharing Agreement (hereinafter "Agreement") expresses the terms and conditions under which the Norwalk Public Schools (the "District") will share certain student information with _____ the "Agency" and together with the District, the "Parties") in connection with the District's efforts to provide support for its students.

WHEREAS, in collaboration with the District, Agency offers and facilitates opportunities and programs which provide support for students enrolled in the District and which promote important educational outcomes;

WHEREAS, the District and Agency aim to implement, and to improve, evidence-based strategies to support the District's students;

WHEREAS, the District and Agency agree that the use of such support programs to advance educational outcomes is an important District function;

WHEREAS, the Parties are committed to protecting student privacy and data security consistent with the requirements of Conn. Gen. Stat. § 10-234aa *et seq.* (hereinafter "CT Student Data Law") and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time, (hereinafter "FERPA");

WHEREAS, FERPA Regulation 34 C.F.R. § 99.31(a)(1)(i) permits the disclosure of personally identifiable student information (hereinafter "PII"), without parental consent to school officials, including contractors who are deemed by the District to have a legitimate educational interest in access to such PII;

NOW THEREFORE, the Parties agree as follows:

I. Purpose and Principles

- A. Agency will, on behalf of the District, develop and implement programming which provide support to the District's students which promote educational outcomes.
- B. The Parties agree that the Agency will have access to certain PII and student information, student records and student-generated content, as those terms are

defined by the CT Student Data Law (collectively, “student data”) and specified in Section III.A. of this Agreement, from the District, as determined by the District, in order to support the efforts of the District and the Agency to develop and implement programming which provide support to the District’s students.

- C. The District has determined that Agency has a legitimate educational interest to access PII and student data and has approved Agency to conduct the following activities on its behalf: _____
- D. Each Party agrees to ensure that its organization acts in compliance with the CT Student Data Law and FERPA with respect to the District’s student data disclosed to Agency pursuant to this Agreement.
- E. The Parties acknowledge and agree that any disclosure of PII by the District, is being done pursuant to FERPA Regulation § 99.31(a)(1)(i), and that Agency is: (i) an entity to which the District has outsourced institutional services; (ii) under direct control of the District with respect to the provision of such services; and (iii) subject to the requirements of FERPA Regulation § 99.33(a) with respect to the use of PII and the limitations on any further re-disclosure of PII.

II. Agency Responsibilities and Obligations

Agency acknowledges and agrees that:

- A. Ownership of Data. Student data is not the property of or under the control of Agency.
- B. Deletion of Data. The District may request that Agency delete student data in Agency’s possession that is not (1) otherwise prohibited from deletion or required to be retained under state or federal law, or (2) stored as a copy as part of a disaster recovery storage system and that is (a) inaccessible to the public, and (b) unable to be used in the normal course of business by Agency, provided the Board may request the deletion of any such student data if such copy has been used by Agency to repopulate accessible data following a disaster recovery. Agency shall promptly comply with any valid written request made by the District to delete any student data in its possession.
- C. Limitations on Data Usage. Agency shall not knowingly (i) use student data for any purposes other than those authorized pursuant to this Agreement, namely the purposes described in the WHEREAS clauses and Article I, (ii) use student data to engage in targeted advertising as defined under the CT Student Data Law, or (iii) sell, rent or trade student data.

D. Review of Data. Agency shall support the District in its efforts to coordinate, respond to, and comply with any request by a student, parent, or guardian to review, correct and/or delete any PII that has been shared with Agency under this Agreement.

E. Data Security. Agency shall take actions designed to protect student data from unauthorized access, destruction, use, modification or disclosure, including:

1. All PII stored on Agency servers shall be password-protected;
2. All electronic use of PII shall be performed on password-protected devices;
3. Printed data and all external electronic storage devices containing PII shall be kept in a locked cabinet in the Agency office; and
4. Compliance with any other requirements of CT Student Data Law, as applicable.

F. Breach of Security. Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student data, Agency shall provide the District with written notice of such breach without unreasonable delay, and in no event later than 30 days from discovery, by contacting the District's Superintendent of Schools. The written notice of breach shall include the following information, to the extent known by Agency: (i) date and time of the breach; (ii) names of students whose data was affected by the breach; (iii) nature and type of student data affected by the breach; and (iv) nature and extent of the breach. In such an event, Agency shall also take necessary steps to restore the integrity of its data system.

G. Destruction of Data. Agency shall not retain, and the District shall not otherwise make available to Agency, student data upon the District ceasing to partner with the Agency or any other termination of this Agreement unless a student, or parent or legal guardian of a student independently chooses to establish or maintain an electronic account with Agency for the purpose of storing student-generated content, if Agency makes such option available. Notwithstanding the foregoing or any other provision of this Agreement, consistent with FERPA Regulation 34 C.F.R. § 99.31(b) and the requirements thereunder and the CT Student Data Law, the parties agree that, Agency is not required to destroy or return de-identified student records and information (hereinafter "de-identified data"), and that Agency may retain and use such de-identified data for research purposes in support of public education, student achievement, and evidence-based programming.

H. Limitation on Access and Disclosure. Agency shall only disclose student data received from the District in accordance with this Section H.

1. *Persons Affiliated with Agency*. Agency shall only provide access to student data to Agency persons providing direct services to the District or other Agency persons who have a legitimate interest in accessing the data for purposes of helping to administer programming for and otherwise support the District's students. Agency persons shall

mean Agency employees, Directors, Officers, consultants, and/or advisors who have signed a confidentiality agreement consistent with this Agreement.

2. *District Partners.* Each agency partnering with the District will only have access to student data provided by the District, unless otherwise permitted by the District. Agency shall be permitted to share student data with the below-listed agency partners of the District, each of which has been designated as a school official and has been identified as having a legitimate educational interest in the student data shared with the Agency pursuant to this Agreement because of its role in providing support services on behalf of the District to District students, to, and only to the extent necessary to, coordinate support services on behalf of the District to a District student. The agency partners to which the disclosure of student data is permitted under this Agreement are expressly limited to the following partner agencies:

[List qualifying agencies: to qualify, the agency should have been a party to the same Data Sharing Agreement and be determined by the District to have a legitimate interest in the student data. The District must record both the identity of the agencies authorized under this section and the legitimate educational interest of the agency in the information, and it must maintain such record in the affected Student files (we would be happy to provide a form to use, if that would be helpful).]

3. *Third Parties.* Agency shall not knowingly disclose student data to any third parties (other than an agency partner in compliance with Paragraph 2 above) except as expressly permitted under the CT Student Data Law and FERPA, or with the express written permission of a parent or eligible student.
4. *Data Analyses.* Agency shall not report PII in any analyses shared publicly; only aggregate, de-identified data will be reported publicly as part of the Agency.

III. Norwalk Public Schools Responsibilities and Obligations

The District acknowledges and agrees that:

A. Covered Data.

1. The District shall provide to Agency student data necessary for purposes outlined herein and desired by the District, including, but not limited to _____. The Parties shall evaluate and make adjustments to the type and nature of the student data provided over time based on the evolving needs and interests of the District and the Agency, provided however, that the final decision regarding the nature of student data to be provided to Agency shall rest with the District.
2. The District and Agency may develop and share new and/or unique data elements intended to assist with the Parties' efforts to support the implementation of, and assess

the impact of, strategies and programs employed by the Parties pursuant to this Agreement.

3. To the extent that the District and Agency materially alter the data elements to be collected during the term of this Agreement, the District and Agency shall execute an Addendum to this Agreement, which shall identify any such new data elements to be collected. The District shall be responsible for complying with the notification requirements of the CT Student Data Law in the event that an Addendum is executed in accordance with this Paragraph.

B. Student Data Security & Confidentiality.

1. The District shall transfer student data to Agency by secure means.
2. The District shall be responsible for determining which types of data the Agency shall receive, ensuring that the access to data corresponds with the Agency's legitimate educational interest to view such data consistent with FERPA.
3. The District shall ensure that the Agency is made aware of any changes in its policies concerning the confidentiality of and access to student records and/or data.

C. Required Notices and Records.

1. FERPA Annual Notification. As required under FERPA, the District shall annually notify eligible students of their rights under FERPA, including, without limitation, information about the District's definitions of the terms "school official" and "legitimate educational interest." the District shall ensure that said definitions are sufficient to authorize Agency to conduct the activities set forth herein on the District's behalf.
2. FERPA Disclosure and Re-Disclosure Records. As required under FERPA, the District shall maintain a record of individuals, agencies or organizations that have requested or obtained access to a student's educational record (as defined under FERPA) and a record of permissible re-disclosures, to the extent each is required by FERPA.

- D. Cessation of Disclosure. The District shall not make student data available to Agency upon the District ceasing to partner with the Agency or any other termination of this Agreement.

V. Miscellaneous.

- A. Governing Law; Resolution of Disputes. The rights and duties of the Parties, and any disputes arising from or relating to this Agreement, including its formation and validity, shall be governed by the laws of the State of Connecticut.

- B. Transferability. No part of this Agreement shall be assigned or subcontracted without the prior written approval of each Party.
- C. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes any prior oral or written agreement among the Parties regarding its subject matter. This Agreement may be changed, amended, or superseded only upon an agreement in writing executed by both Parties hereto.
- D. Severability. If any provision of this Agreement or the application of the Agreement is held invalid by a court of competent jurisdiction, the invalidity does affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application.
- E. Term; Termination; Survivability. This Agreement will become effective immediately upon signature and shall remain in effect until terminated by either Party upon 60 days' prior written notice. A Party may also terminate this Agreement immediately upon written notice for good cause, including failure by the other Party to cure a breach of this Agreement within 10 business days of written notice of such breach. The provisions regarding confidentiality and destruction of PII will survive termination or expiration of this Agreement.
- F. Representations; Warranties. Each Party represents and warrants that it has all necessary power and authority to enter into this Agreement, and that the person signing below on behalf of its entity has the authority to sign this Agreement and thereby bind the Party to this Agreement.

[Signature Page Follows]

Page Break

IN WITNESS WHEREOF, the Parties, by their duly authorized agents, have executed this Agreement as of the date set forth below.

NORWALK PUBLIC SCHOOLS

BY: _____

Date

Assistant Superintendent of Digital Learning & Innovations
Norwalk Public Schools
Norwalk, Connecticut

BY: _____

Date

Name:
Title: